VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York

June 28, 2018
7:00 P.M.

BEFORE:

GEORGE HUBBARD, JR. - MAYOR
JACK MARTILOTTA - DEPUTY MAYOR
MARY BESS PHILLIPS - TRUSTEE
DOUGLAS W. ROBERTS - TRUSTEE
JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY
PAUL PALLAS - VILLAGE ADMINISTRATOR
SYLVIA PIRILLO - VILLAGE CLERK
(The meeting was called to order 6:03 p.m.)

MAYOR HUBBARD: I'll call the meeting to order. Pledge to the flag.

(All stood for the Pledge of Allegiance)

MAYOR HUBBARD: Please remain standing for a moment of silence for Martha T. Jackson, Timothy J. Reeves, Jane Ann Smith and Charles J. Umbach.

(All remained standing for a Moment of Silence)

MAYOR HUBBARD: Thank you. You may be seated.

Okay. We've got a couple of announcements.

The Farmers Market has begun operating from 10 a.m. to 2 p.m. each Saturday. They are now located up on Moores Lane, with more room for expansion, plenty of parking, and everything else. So please stop up on Moores Lane and see the Farmers Market.

Also, the children's free swimming, Summer Swim Program will begin on July 2nd. Lessons will be held on Mondays, Wednesdays and Thursdays from 4 to 5 p.m. for beginners, and from 5:30 to 6:30 p.m. for intermediates.

That's all we have for announcements.
Liquor license application, we have a new application for 48 Front Street Restaurant Corp. at 48 Front Street.

Public hearings, we have none.

Open it up to public to address the Board on any topic.

MS. GORDON: Dinni Gordon, 152 Sixth Street. I just thought that it would be nice to give you a little bit of a report on the June 3rd Cultural Festival, since that was a sponsored event of -- sponsored by the Village Board. And a lot of what I want to say is really just thanks.

The school representatives who worked with us to plan and bring this off were absolutely wonderful. And I think you should know that we have not only a wonderful music teacher, Erika Cabral, who's from this area, but two extraordinary art teachers who did a great deal of work preparing the student art that was I think a highlight of the festival.

And we also had assistance from the Superintendent, who you may know juggled as one of the performances in the festival with three 9th Grade students. I think two of the three were from Southold, but that's all right, we can share
with Southold.

Also, the restaurants, which supplied donations of food, were really absolutely wonderful. We had enough food for everyone who showed up and wanted it, from LaRegia and Tikal, from Lucharitos, from Goldberg's Bagels, and even water from Mr. Roberts. So I'm very appreciative of the sort of coming together of the commercial establishments to help us bring this off.

Oh, Michelle and her husband at the Olive Branch Cafe let us use the little area in front of their store to distribute food. That was very helpful.

And Elias Martinez donated dinner for two at Agave to the winner of the poster competition that we had at the school, which was won by a Greenport senior who's moving on to Suffolk County Community College.

The performances came off pretty well, though I think it's almost inevitable that in these events it's going to be kind of chaotic. It was kind of chaotic. For one thing, we had 20 hour -- 20 mile an hour winds, which deterred attendance to some extent, and made, for instance, juggling very difficult. I mean, with 20, 20 mile
an hour winds blows the -- even an experienced
juggler's balls out of his hands.

    We had a last minute cancellation of the
Irish dance group, which it was too bad, because
we thought that would be an excited thing to
provide. And we hoped to get them next year, and
maybe a Greek group.

    Rob Walker from Southold was a very
effective bagpiper. He was really a Pied Piper,
leading much of the audience down Main Street,
around the corner and into the -- into the park,
where he played a little -- for about five minutes
for the children who were gathering for Erika
Cabral's five and six and seven-year-olds' song.

    Jamie Schott did a great job with the sound.
We did have some problems. The clown went a
little bit off message, but his act appealed to
some adults, and we --

    (Laughter)

    MS. GORDON: Well, he was supposed to be
just doing the clown things he did last year for
the children, and, instead, he started to do a
comedy show, and it was all in Spanish, so the
only people who really understood were these
Spanish-speaking adults, and that was a little
difficult. And, finally, we sort of pulled the
hook and got him off.
(Laughter)

MS. GORDON: If we do it again, we have to
find a way to present the Spanish-speaking --
Spanish-oriented acts with some English
translation, because that is a problem.

But I want to thank the Village Board very
much for its sponsorship of the event. And we're
very grateful to the Friends of Mitchell Park, who
provided financial support. So I just -- you
know, it was a -- it was a nice event, and it was
a beautiful day, even if windy. And I think
people who did come were appreciative of the fact
that we were bringing the different cultures
together. Thanks.

MAYOR HUBBARD: Okay. And, also, I'd like
to say thank you to you for the work you did with
organizing and putting together, along with
everybody else that helped you, thank you for
putting on that event.

MS. GORDON: You're very welcome. And
Sister Margaret did a great deal, too.

MAYOR HUBBARD: Yes. Thank you also,
Sister.
SISTER MARGARET: You're welcome.

MAYOR HUBBARD: Thank you.

MS. ZEMSKY: Hi. Dena Zemsky, 306 Sixth Street.

I have two things I want to ask you about. One, does the Village have the manpower or the capacity to clean up overgrown poison ivy at one of the beaches? Is that something that could be done? Because at the end of Clark Street, at the colloquially known Widow's Hole, the poison ivy there is really out of control.

And I don't know if you remember, I don't know, three or four years ago, the Village mistakenly mowed down everything there. And my company donated plants to replant there, and they're being strangled out by poison ivy, so that's short of a shame. So I don't know.

MAYOR HUBBARD: Yes, we can take care of that.

MS. ZEMSKY: Yeah? That would --

MAYOR HUBBARD: Paul Pallas will notify the Village Highway Crew and they'll take care of the poison ivy.

MS. ZEMSKY: And, possibly, if I could be there, so they don't pull out the plants that
maybe should not be pulled out, like the plants --
but not necessary, but would be nice. I'd be --
I'd volunteer to be there and show them that, you
know, like the rosa rugosa --

MAYOR HUBBARD: Okay. Forward your email
address or your phone number to Paul Pallas and
he'll try to coordinate that with you.

MS. ZEMSKY: Great, super. And the other
thing I want to talk about is the last time I
spoke to the Board at one of the work sessions, I
asked if the noise issues could be addressed. And
from my -- my personal request was that the end
time at 8 p.m. could be cut back.

I -- John Saladino forwarded me the code,
and I know it's from 8 a.m. to 8 p.m., but the
thing that I don't understand, and I don't know
how to interpret, is it's saying intermittent
noise. I mean, how is that interpreted? Is that
15 minutes? Is that an hour? Is that -- I mean,
when does it become abusive? How long? Even
within the hours that are allowed, does noise then
not be in compliance with the code? Does anybody
have an idea what that means, intermittent noise?

MAYOR HUBBARD: I really don't have an
answer for that. I mean, you know --
MS. ZEMSKY: I don't either.

MAYOR HUBBARD: It's from 8 to 8, so at
8 o'clock it should cease.

MS. ZEMSKY: So I'm saying, so if someone is
doing work next door to you for hours on end, is
that not allowed, or is that allowed? So if, you
know, lawn mowing goes on for an hour, two hours
with blowers and machinery, is that code
compliant, or is that not code compliant?

MAYOR HUBBARD: If it's during normal,
between the 8 a.m. and 8 p.m.

MS. ZEMSKY: So it could go on, it could go
on for the -- for the 12 hours that you're
allowing noise? You could have consistent noise
for 12 hours, that's what you're saying?

MAYOR HUBBARD: Technically, yes.

MS. ZEMSKY: That doesn't really mean
intermittent, does it?

ATTORNEY PROKOP: We're -- I think that it
could go on. But this is the part of the code
that we're reviewing now, and --

MS. ZEMSKY: So my request, it is being
reviewed to possibly cut it back from 8 p.m. to
7 p.m., or is that part of what you're discussing?

TRUSTEE PHILLIPS: Clarify that, Joe.
ATTORNEY PROKOP: When I said we're reviewing it, I meant to say I'm reviewing it.

MS. ZEMSKY: Okay.

ATTORNEY PROKOP: We -- on the basis of other questions that have been asked.

MS. ZEMSKY: Okay. So --

ATTORNEY PROKOP: But your -- but your question, I think that it would have to -- I think that it would -- continuous would probably be acceptable under the code that it is, but that's one of the things that I am reviewing.

MS. ZEMSKY: Okay. So the other, the other thing is that I had, you know, lawn noise two weeks ago that started at 9 p.m. and went on, so --

TRUSTEE ROBINS: Nine p.m. or 9 a.m.?

MS. ZEMSKY: P.M.

TRUSTEE ROBINS: It started?

MS. ZEMSKY: It started at -- you know, blowers started at like ten to nine, finished a quarter after nine, after a lot of other noise going on way past the code.

So the problem with -- you know, it's wonderful to have a Code Enforcement Officer, but he's not working after 8 p.m. at night. So when
you call the number, you get an answering machine, and so that doesn't really help you. So then I called the police and they came. But by the time they arrived, obviously, it was low priority, you know, just a noise complaint of that nature, they had finished. So is there -- maybe another thing that you could discuss is what do you do when someone's there that late? I mean, it's nice to make anonymous entries on your day -- on your website, but it doesn't really help you or help it end. So that's another --

MAYOR HUBBARD: Okay. I mean, if that happens again, as soon as you hear it at ten minutes to nine, I would call the Police Department --

MS. ZEMSKY: Well, I did.

MAYOR HUBBARD: -- because they register -- usually, I mean, the cops usually respond within five or ten minutes. So if they were there for 25 minutes doing it, a local officer --

MS. ZEMSKY: Well, first I --

MAYOR HUBBARD: -- should have been there to verify your complaint, who the company was, and then they could follow that information up to us and we could take action moving forward.
MS. ZEMSKY: All right. Well, I mean, the first thing I did was call the Code Enforcement person, because I thought, well, he's our Code --
MAYOR HUBBARD: Right, okay.
MS. ZEMSKY: And then I -- and then I went to the website, and then I went to the cops. So by the -- you know, it's a process, yes. Next time I'll call the cops first.
MAYOR HUBBARD: Yeah.
MS. ZEMSKY: But I think it's also --
MAYOR HUBBARD: 765-2600. Just call and register the complaint, and then we get copies of those complaints. We had them on ones downtowns, and everything else. And we can follow up with the landscaping company. At least it will be documented who it was.
MS. ZEMSKY: Sometimes it's not a company, you know, sometimes it's just a couple of guys who come, I mean, you know, many people are --
MAYOR HUBBARD: Just the homeowner doing it?
MS. ZEMSKY: Pardon?
MAYOR HUBBARD: Just a homeowner, a neighbor was just out.
MS. ZEMSKY: No, it wasn't a homeowner. It was someone the homeowner hired, but I don't know
if there was a car outside that said Harry's Lawn Service.

    MAYOR HUBBARD: Okay. All right. Well, we'll try to assist you with that. If it's that late at night, that's inappropriate.

    MS. ZEMSKY: All I'm saying is it should be something to be discussed. And, also, that Village, either listed on the website on what you should do, and if there can be some kind of other course of action that you can follow that might give you satisfaction, because it was not -- you know, I haven't had that with noise.

    MAYOR HUBBARD: Okay.

    MS. ZEMSKY: Okay, thanks.

    MAYOR HUBBARD: Thank you.

    SISTER MARGARET: I'm Sister Margaret Smyth from Saint Agnes, and I'd like to speak in behalf -- we have a petition for Saturday for a gathering of people using Mitchell Park. And I wanted to reassure the Board that this gathering of people is a very peaceful gathering, highly organized, to ensure that all the property will be maintained, and everything will be clean, and whatever else that it takes to do it.

    And it is part educational. And it's part
connected to us as Village people, too, who live within Greenport and in our areas, because we're talking about the separation of children from their families. And this does affect many of the people who you walk past them, or may talk to every single day, because they have family members that have been affected by that. And I know this because my office has seen and spoken to both Immigration, to Border Patrol, and to the families themselves to say, "Where is my child?" So we want to educate ourselves. We want to offer the support. And I, hopefully, thank you for your support in allowing us to be able to have this gathering on Saturday morning. Thank you.

MAYOR HUBBARD: Thank you.

MR. SALADINO: John Saladino, Sixth Street. Is there going to be an Executive Session?

MAYOR HUBBARD: No.

MR. SALADINO: Are there any walk-off agenda items?

MAYOR HUBBARD: Not that I know of.

MR. SALADINO: Okay. I got a couple of questions. The first one is I watched the work session from the bus last week, and there was a couple of questions that I had, but, obviously, I
couldn't ask them.

You mentioned the Hampton Jitney parking contract. I had asked you about that, I'm guessing while you were negotiating it, and we kind of put it off until you were finished doing it. Is there something you could share with me exactly what the Jitney gets and what the Village gets with this contract?

MAYOR HUBBARD: Okay. Which contract was that?


MAYOR HUBBARD: The Jitney?

TRUSTEE ROBERTS: The parking lot.

MAYOR HUBBARD: Okay. I don't have the contract in front of me with the wording of it.

MR. SALADINO: Just a broad --

MAYOR HUBBARD: They're paying 15,000 per year.

MR. PALLAS: Yes.

MAYOR HUBBARD: They're paying us 15,000 per year to help for maintenance of repainting lines, paving, whatever, for that. I don't think we put an exact number of parking spots that they get on it.

MR. PALLAS: (Shook head no)
MAYOR HUBBARD: But they have access for people that get on the Jitney, that they have spots there. So when we discussed making it one day or 48-hour parking, or whatever, I wanted to confer with them, because they have been making their -- every six months they're making a payment to us for use of that parking lot to help with the upkeep of it, which we all appreciate. I just didn't want to step on their toes and say, "Now, we're going to" -- "your people can't use that," because they're paying a fee for that.

MR. SALADINO: And that's a great thing, I think that's a good thing. Any time we get money is a good thing.

MAYOR HUBBARD: Uh-huh.

MR. SALADINO: The thing that confused me was one of the Trustees raised a question about how long the Jitney customer could park there, and how would you identify them. You know, I think you had mentioned, well, you know, you see a yellow triangle. That doesn't necessarily make them a Jitney customer.

MAYOR HUBBARD: Uh-huh.

MR. SALADINO: And in thinking about it, I said to myself, well, if you're looking to deter
long-term parking, I mean, and the Jitney is entitled to "X" amount of spots, and you don't want to step on the Jitney Company's toes, if by extension you could say then a guy that comes off the ferry, parks his car, takes the Jitney to Manhattan in October, he doesn't have to move his car again until April.

MAYOR HUBBARD: Correct.

MR. SALADINO: And we're laughing at that, but I know two guys that do that, so, you know. So to get the 15 grand, that's great, I love that. Because the guy rides the bus four times a year, I don't think he should be entitled to long-term parking.

I ride the Jitney every day now. I go to their -- and we stop in Calverton, and they have 25 spaces in front of the building that -- and it's two-hour parking, which I'm not really sure where you can go on the Jitney and be back to your car in two hours, but that's how they control parking at their lot. So for them to expect the Village to allow one month, one week, two month, three month parking because somebody rides their bus to me seems a little unreasonable. And I'm not sure they're thinking that. I'm thinking
maybe you guys were thinking that. I'm not sure what they're thinking.

So if we get $15,000 and they get "X" amount of spots that are going to be taken up for more than a few days at a time, maybe that's -- maybe it's not the best deal. I don't know.

MAYOR HUBBARD: Right. That's something we would discuss with them. I'm sure if they have 20 spots, they don't want somebody parking there for six months on one of their 20 spots.

MR. SALADINO: Well, how do you police it?

MAYOR HUBBARD: And I think they would agree with us. I just wanted the Village Administrator to have a conversation with them before, and let the whole Board know what's actually in the context of the contract, so that we go forward in a positive way. That was all the discussion.

TRUSTEE ROBERTS: So -- I'm sorry. But I'm pretty sure that contract doesn't say anything about how long we have to let their people park. So I think, what I remember of it, I don't have it in from of me, is that we're free to regulate --

MAYOR HUBBARD: Yes.

TRUSTEE ROBERTS: -- the amount of time if we want to. I think you're trying to be a good
partner.

MAYOR HUBBARD: Well, yeah, because we just -- we just got the contract --

TRUSTEE ROBERTS: Yeah.

MAYOR HUBBARD: -- signed. We're in the first year of the contract. I don't want to just have it say, all right, the whole parking lot is 48-hour parking, and step on them, because they were -- they negotiated in good faith. I want to make sure we talk to them first --

MR. SALADINO: No, and I understand that.

MAYOR HUBBARD: -- before we do it, that was all.

MR. SALADINO: And I understand that.

TRUSTEE ROBERTS: Yeah.

MR. SALADINO: And the fact that they're paying $15,000, you know, gives them a little leverage and a little latitude.

MAYOR HUBBARD: Uh-huh.

MR. SALADINO: But if it's -- if those 20 spaces -- did somebody say 20 spaces?

MAYOR HUBBARD: I just -- I used that just as a number.

MR. SALADINO: If those spaces become long-term parking for Manhattanites, then maybe

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it's not --

MAYOR HUBBARD: That hurts their business also, because they take the prime spots.

MR. SALADINO: It does --

MAYOR HUBBARD: And it hurts their business also if the cars are there that long, and I'm sure they would agree with us on that.

MR. SALADINO: Thank you for that. The other thing, I ask this question a couple of times a year and I haven't gotten an answer yet. Do we need a permit for a mooring ball in the harbor or in Pipes Cove? Is there a permit process for that?

MAYOR HUBBARD: For a mooring?

TRUSTEE MARTILOTTA: For what? I just didn't hear?

TRUSTEE PHILLIPS: They did in the -- in the Village waters you do.

TRUSTEE ROBERTS: In Village waters.

MR. SALADINO: Yeah, 1500 feet from shore, up to 1500 feet from shore. I'm on the CAC --

MAYOR HUBBARD: Go ahead.

MR. SALADINO: And normally, something like that would come in front of us, and I've never -- in 11 years I've never seen a request for one.

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And I pay seven grand for my slip, and if I can get away from ground tackle --

MR. PALLAS: And, John, you're talking about someone that puts -- drops one in, not one of the Village --

MR. SALADINO: I'm sorry?

MR. PALLAS: Not one of the Village-owned moorings, correct?

MR. SALADINO: It's my understanding the only Village-owned moorings are in Stirling Creek.

MR. PALLAS: Correct. You're not talking about those.

MR. SALADINO: No. I'm talking, I'm talking in Greenport Harbor, I'm talking in Pipes Cove.

MR. PALLAS: Yes, a permit would be required.

MR. SALADINO: Okay. Do we know the process for that?

MR. PALLAS: I've got to double-check the code. I'm sure there's something spelled out, or at least a little bit. I can double-check that.

MR. SALADINO: I would like one.

(Laughter)

TRUSTEE ROBERTS: Waters go past, right, whatever the -- there's a number of feet off shore
and then it's State waters.

MR. SALADINO: Fifteen hundred feet.

TRUSTEE ROBERTS: Is that the number? I haven't been looking at it.

MR. SALADINO: Village waters, 1500, right, we regulate up to 1500 feet from shore?

MAYOR HUBBARD: I believe so, yes.

TRUSTEE PHILLIPS: Yes.

TRUSTEE MARTILOTTA: Something like that.

MR. SALADINO: Okay. The last thing I would ask is Resolution No. 16, I watched the conversation last week on the bus, and I remember the impetus for this to bring it in front of the Board to start this process was there was a question about -- someone had mentioned speeding in the Village, and my neighbor, Trustee Roberts, he says, "And maybe we can do something about Sixth Street." I went back and checked the record. "Maybe we can do something about Sixth Street, because it's like Indianapolis on Sixth Street." I disagreed with that. I live on Sixth Street also, I didn't see that, I never see that. But this to me is an elaborate solution to a nonexistent problem.

That dead end street on Sixth Street is
basically a parking lot. You say you're there every day. I'm there every day, also. I eat my lunch there, I look at the water there, I listen to the radio there. During the summer, it's a parking lot. It's actually hard to get in there. During the winter, there's no one there, except me, and maybe Doug.

The question then evolved into not so much speeding, but into safety, safety for the -- because the street somehow became an extension of the park. We're worried by the ice cream truck. And the logic I heard last week was we have to put a stop sign at Johnson Place to prevent people from driving too fast into that area, or unsafely into that area.

I thought about it, and if there's someone driving a car and he's coming down Sixth Street, and he's driving into a dead end street into what's basically a parking lot with parked cars and kids and stuff, and he enters that parking lot, that dead end street unsafely, society and this Village doesn't need that guy. I mean, that's crazy behavior, and I personally don't see that kind of behavior. Someone else might. I don't see that happening at all, not even isolated
cases.

   So the other thing that I heard -- so I
would mention that. The other thing that I heard
was that in our area, West Dublin, all the streets
have stop signs going into a dead end street. I
don't think there's one street that's -- that's
false. I don't think there's one street in the
Village that ends at a dead end that has a stop
sign governing traffic into that street. Clark
Street, Flint Street, Brown Street, they have a --
they have a stop sign on Fourth Street, but that's
to govern the through street. That's to govern
entering Fourth Street, not to enter the road end.

   TRUSTEE ROBERTS: But there's one -- sorry,
but there is one as you head east on Clark, on
Flint. There's stop signs at all those
intersections.

   MR. SALADINO: They're on the west side of
the street governing traffic onto Fourth Street.

   TRUSTEE ROBERTS: Right, just like this
would be --

   MR. SALADINO: But the --

   TRUSTEE ROBERTS: -- governing traffic onto
Johnson Place.

   MR. SALADINO: Johnson Place is not a
through street. Johnson Place doesn't go through Fifth -- Sixth Street, it doesn't go through.

TRUSTEE ROBERTS: It goes through from Fifth to Sixth.

MR. SALADINO: Just let me finish my thought and then we perhaps could debate this.

TRUSTEE ROBERTS: Okay.

MR. SALADINO: I'm talking about a street that crosses another street. Johnson Place effectually dead-ends, stops -- doesn't dead-end, but stops at Sixth Street.

TRUSTEE ROBERTS: I see.

MR. SALADINO: It stops at Fifth Street. It doesn't go through Sixth Street to Seventh Street, it doesn't go through Fifth Street to Fourth Street, so there's no reason for traffic control at those corners. So I would dispute that. I would dispute that there are no -- there are no -- there are no streets that I know of that have a stop sign governing entering into a dead end street.

We think the park is important. Obviously, it is, it's well used and stuff, but other streets that are equal -- Manor Place, George lives on Manor Place, there's two driveways, there's an
emergency room and a dead end street. Past Atlantic Avenue, there's no stop sign there governing people going down that street.

This to me, and I said it in the beginning, the impetus for this was speeding on Sixth Street and it morphed into safety at the park. We had a public hearing, I spoke. My friend and neighbor, Dinni, spoke. I'm not sure what Dinni's position on the stop sign was. Her concern was safety at the park, and everybody's concerned about kids' safety. But to me, this is -- this is -- this is a Trustee that wants traffic control on his block to prevent people from going too fast past his house. That's what started all this. "They're speeding past my house at 50 miles an hour," that's what started this conversation about stop signs.

Last week, I heard two Trustees being accused of acting in collusion with each other to vote against a particular Trustee. Doug and Jack kind of walk in lockstep, their way of thinking, Julia and Mary Bess. So I appeal to you, the Mayor, since maybe this might be the -- that you might be the tiebreaker, you might be the Justice Kennedy tonight.
MR. SALADINO: To me, this is an abuse of power. This is -- this is a Trustee that's advocating for something that benefits him personally. It -- and the logic I heard from our conversations was, well, it won't hurt anything. I have a metaphor, I have a -- my wife almost -- she made me promise not to use it, but --

MR. SALADINO: But to me, it equates to a dead guy getting a colonic. It's like will it help him? No, but it won't hurt either.

MR. SALADINO: So, you know, if it's not helping anything, just because it doesn't hurt anything -- I heard the Trustee. I think the operative phrase that he used last week also, again, I'm looking at the meeting on a telephone, was "I can't go down there with my kid and feel unsafe." I think that's a perceived fear, I don't think that's an actual fear. I think that's a perceived fear. I think that -- you know, again, I'm there every day. I haven't heard of an instance there, I haven't heard of somebody getting hurt there, I haven't heard of a near miss.
there, I haven't heard of anything there, I haven't seen anything. For the last eight months I was there every day, you guys know that. Some of youse might not have known, I was liaison with the Village. So I was there every single day, albeit it was the wintertime, but you could see over there.

To me, this is -- this is -- again, I'm appealing to the Mayor. The last two administrations we had, there was a certain amount of cronyism, vote for my stuff, I'll vote for your crazy stuff, and nobody was kind of looking out for the Village, they were kind of looking out for each other. I would appeal to you now that maybe it's time that we stopped looking out for the Board and we start looking out for the Village.

This is not a no-cost item, it's unenforceable. I would ask you to rethink voting yes on this. Thank you.

MAYOR HUBBARD: Hang on, John. I pointed to Ken first.

MR. WINKLER: Oh, I'm sorry.

MAYOR HUBBARD: That's fine. You're next, John.

MR. WINKLER: I was closer.
MR. LUDACER: Ken Ludacer, 133B Sixth Street.

I've lived probably less than 40 feet from that corner by the park, and there is a lot of speeding that goes on, especially in the summer, when it's being frequented a lot. Most of it is as they're leaving. You know, if they're parked down at the beach, they see a big open -- you know, some do. I mean, they're probably, you know, younger kids who just got their license, or whatever.

And probably, you know, at least half a dozen times a year, I can hear Ed Whittle, who lives on the corner by the first stop sign they'll see, I mean, he's not shy about yelling them down as they're, you know, whizzing by, you know, his house. I don't know. Maybe, Dena had just mentioned, maybe like a "Children at Play" sign or something on that corner would help mitigate that problem.

And I also wanted to voice my support for Resolution 18. As I recall, the last time I heard, there was some discussion on this here, that the Board seemed to be of the consensus that, well, yeah, you can't really go safely down Front

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Street at 30, but no one does. And so the argument seemed to be, so why -- you know, why change the sign, or why petition the New York State DOT to lower the speed limit? That argument I really don't get. I mean, this seems sort of like a no-brainer, that, you know, it doesn't cost the Village anything to petition New York State to do so. And if you can't safely go 30 down Front Street, why have a sign that might encourage some drivers to do so? And, I mean, I really -- you know, a good reason not to do that, I just really can't -- I can't think of.

So that's, that's where I'll stop. Thanks.


MR. WINKLER: Okay. Good evening, and John Winkler, 175 Fifth Street.

I was walking the park today and I made a couple of observations. The fence around the park is in terrible shape. Most of the posts are cracked and split and rotting. The Village did replace some of the rails, which I appreciate, but I think it's time.

This has been an issue, the fence down there, for many years, and I'm hoping that at least the posts that are rotted and split can be
replaced, and rails. But a grander thing would be to have the whole thing replaced and new fencing.

The second thing I noticed was the drain at the water fountain. There was no drain, it had been broken off, and now there is, but it's just dumping into the sand. And what happens when the kids are there and they're using the fountain, it turns into a swimming pool, and muddy, and the kids are standing in the mud when they're trying to drink.

I'm proposing that, possibly, I think there's a simple solution to that. If we could put like a 55 gallon drum dry well there and drain the water fountain into that, and maybe pour a concrete pad around the water fountain, maybe, you know, 5-by-5, something like that, so it doesn't create that, that mess when it -- because many -- every year, I'm taking sand from the beach and I'm dumping it there so the water doesn't accumulate. So I think that would be a simple answer to fix it. It wouldn't be that expensive. And, again, the fence.

The sign issue, I do -- I do know where there's a problem with signs. I don't know, I'm not really -- I'm not really -- I don't really
have an opinion about the stop sign. It might help. There is a lot of, you know, partying going
down -- you know, the kids run down there, turn around, come back, you know, I mean, in the younger generation. And they're -- you know, they're down there and they like to -- they like to boogie. So, you know, I don't know if that would help or not.

But I do know something that would help, would be putting more "No Parking" signs along Johnson Place, because what happens is they're so far apart, people are parking there to unload their stuff, which is fine, I mean, I understand that, but then they're sitting there. And there's "No Parking" signs in the middle, so people will assume they can park there. And what that creates is everybody parking along that street. Now you can't get two cars. If you're going east and west and you got two cars were parked -- cars parked on that side of the park, you can't get by. And if you had an emergency vehicle, a fire truck, an ambulance, you couldn't get through. So I'm proposing that maybe you could put some more signs up along that.

We do -- it has gotten better with the
traffic enforcement guys, they've been going down
there weekends and moving people along, which is
great, and it has gotten better since we've
started that, but I think a couple of more signs
there might help.

    Thank you very much.

    MAYOR HUBBARD: Thank you.

    MS. WADE: Hi. Randy Wade, Sixth Street,
Greenport.

    I noticed that you're going to put the
public hearing on for the short-term transient
housing, which is a great idea for the July
meeting. I'd like -- I've seen the process
previously when there's a public hearing on
regulations, and if you want to change something,
then you have to wait another month. So I would
highly encourage you to put in as many caveats and
restrictions as possible in this public hearing,
because -- as your proposal, because it's much
easier to take them out than it is to get them put
in later.

    And it's a public hearing, and all items
that could help keep house -- you know,
residential properties from becoming businesses,
so that we can maintain even a sliver more worker
housing, would be really important for the Village.

I looked at it again, I read the Zoning Code, and it actually is now -- it's not a permitted use. Residential in land use zoning terms means 30 days or more. Less than that is transient. There's nothing in the code that allows transient in R-1 and R-2.

So anything you do will be, you know, a benefit to some people, and so I -- what I submitted to you the last time, I would highly recommend that you consider those seriously, and I'd be happy to talk with you later about them.

I mentioned about -- it came up about the parking lot again for the Hampton Jitney and the Transportation Center. Have you considered at all putting up street sweeper regulations midnight to 2 a.m. Friday and Saturday? I'm mentioning it for the third time. That's okay, just take it back.

MAYOR HUBBARD: At this time, we have not yet.

MS. WADE: That's okay. And I'm still very concerned and appreciate all the help I've gotten from Sylvia and Paul to look at the records. They're going to let me come in on Tuesday. And I

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would just like to firm up our tour with Friends of Moore's Woods to tour where the power plant would be expanded, if they go forth with this expansion.

Oh, and a final personal request. Sixth Street, now that you -- it seems like there's many more trucks going up and down, and now that the road building facility is going to be doubled in size, it might be time to repave the road, because when the street sweeper goes by, he's just kicking up dust, because it's so broken down.

Thank you so much.

MAYOR HUBBARD: Okay. Thank you.

MS. ALLEN: Chatty Allen, Third Street.

First off, I want to thank Dinni and Sister for the program that they did on June 3rd. It was amazing, and, yes, it was windy as anything. I was there for most of it, and everyone was having an amazing time. I think it's a great thing to bring everyone together.

The only downside I saw of the whole thing is with the parade next year, have someone on Front Street making sure cars stop, because I was in the park and didn't know they were marching in and I saw cars heading east. But it was great,
and everyone that was there loved it.

And one of our art teachers, Lisa Baglivi, retired, so we're going to miss her next year at Greenport.

I do agree with what she was just saying about repaving Sixth Street. I had mentioned this prior, that given the amount of vehicles for the PSEG project, we're using Sixth, and there were some on Fourth as well, and some of the side roads that I personally would like to see some of the money the Village got to repave Fourth and Sixth Street. I mean, Fifth Street is amazing now. We don't have craters anymore we're trying to go over. And like I said last week, this was an amazing project, for all the craziness that led up to accepting this project. As someone who traveled it every day from start to finish, there were very few little hiccups with it.

I have to echo what Mr. Saladino said about the stop signs on Fifth and Sixth, and it also fishtails into reducing the speed. I am not against dropping the speed to 25. Let me just start that. I'm not here saying don't do this. But I think what people don't realize is a lot of issues that are being brought here and online are
behavioral issues. You can't legislate behavioral issues like people speeding. You can bring the speed limit down, people are still going to speed. It's a sad fact of the times we live in today.

The other night I'm laying in bed and I hear a car revving its engine at the red light and I heard it peel out, and this was like at one o'clock in the morning down Front Street. You know, unless there's an officer right there to catch them, nothing's going to be done.

And I do -- I don't feel we need stop signs on Fifth or Sixth. That's the neighborhood I grew up in. Yes, some people can go a little faster. Growing up in high school, we used to laugh. People would come from Fifth Street, instead of turning on Clark to Fourth, they turned on our road, on Brown. All the little kids are playing, you know, on the side, and they always used Brown Street. Could never figure that out, you know. But we can't always legislate, you know, the right thing to do.

But I don't feel -- like I said last week, this did start with one Trustee saying people are flying down our roads, we need stop signs. No petition was brought in, no one stood up saying
the same thing. And yes, I got very upset last 
week when two of the other Trustees were accused 
of political gain for the Fifth Avenue signs. 
That went through the process. There were 
petitions, all of the neighbors were here. It was 
a definite safety issue. At the time, I lived on 
Fifth Avenue. Sometimes we need it, sometimes we 
don't. 

So, you know, sometimes instead of changing 
codes and changing laws, how about we put up a 
sign coming in off the North Road, I have said 
this before, like they have in front of Mattituck 
High School. If there's a way to get a sign 
that's blinking with your speed, with what the 
speed limit is supposed to be, that catches your 
eye. And you say, "Ooh, wait, 30 miles, it says 
I'm doing 40." Whoop, and you pull your foot off. 

You know, if there's a way that the cameras 
could be put on them and you get some tickets out 
of this, to me, that's going to curtail more than 
 dropping it to 25, because without enforcement, 
we're still having the same issue as we have at 30 
miles an hour. 

You know, sometimes simple is sometimes 
better than changing laws. I mean, you can go
through this whole process, send it to New York State, they're going to want to see a survey. Well, Southold Town Police did one, and they didn't feel it needed to be changed. So, I mean, this can come back from the State saying no, there's no need for it.

You know, and like I've said, you can't regulate, unfortunately, people's behavior, and that's what it's turning out to be. So thank you.

MAYOR HUBBARD: Anybody else wish to address the Board? Okay. We'll go -- oh.

MR. ELKIN: Really quick, sorry. I'll be very brief. Eric Elkin, 912 Main Street.

I would just say the blinking sign idea is something we brought up initially when we started talking about the -- changing the speed limit, so I would be 100% in favor of doing that. I don't think it's an either/or. I think that 25 has proven safety gains over 30. So if we were to have a blinking sign in conjunction with the lowering speed limit, I think that would be a great result.

And then just, you know, the whole idea of legislating behavior, I'm not a proponent of just slapping up new rules every time you want
something changed, but at the end of the day, it's kind of the whole system is legislating behavior. So I agree, that common sense can't be legislated, and respect for others can't be legislated, but we can take the facts we have at our disposal and just kind of look at them and try and apply commonsense decision-making to them.

Plenty of room for disagreement on a lot of things, but safety, 30 versus 25 is definitely a tangible fact. And if the Village were open to the idea of a sign that was reminding speeders -- Chatty had brought up previously her bus has that type of system in place. There's no doubt, the statistics show that works, so I'd be all for it.

Thank you.

MAYOR HUBBARD: Thank you. Okay anybody else wish to address?

MR. CHARTERS: Gary Charters, 1002 Main Street, Greenport.

I just want to let you know that 5:45 yesterday morning, the Village nuisance came by my house. It was okay, though, it was a sweeper cleaning the streets, so everything was good. A little joke.

(Laughter)
MR. CHARTERS: I've lived in my house for 30 years. It's just -- agenda Item No. 18 is just a little confusing to me. The Village Board asks a professional to check things out. As Chatty said, they do a survey, make a recommendation, and the Village has an agenda item to do just the opposite of what the professional with the expertise suggests or recommended. I'm a little confused about that.

You can make the speed limit whatever you want, and I've said this before, it's not going to make any difference on how fast somebody is going to drive. Enforcement is the answer, whether you -- and I understand that with the State involved, you can only make certain requests, but it's just confusing of why the expert makes the recommendation and the Village doesn't follow the expert's opinion. Thank you.

MAYOR HUBBARD: Thank you.

MR. LUDACER: Ken Ludacer, again, 133B Sixth Street.

Yeah, I just wanted to -- for it to be -- for my position to be clear, that Southold Police were seeing how many people were going over 30, speeding over 30. What I'm saying is that 30 is
too high to begin with. You can't go 30 down Front Street. So you don't -- so the -- basically, the survey is -- seems something to stink, or something that really wasn't addressing the safety of going 30, or if people can go 30.

People along Main Street may not have been going above 30, although David Corwin's survey seemed to suggest that they were. But the point is that it's not safe to go 30 down Front Street, and, you know, therefore, you know, having a 30-mile-per-hour sign there doesn't make much sense. Thanks.

MS. ELKIN: Bridget Elkin, 912 Main Street. I just want to echo what Ken said, that the whole -- when this started, it was about 30 versus 25, not whether people were going over 30. And I think what many of us have illustrated many times is that there are enormous safety benefits from field of vision, stopping distance, and survival rate in those five mile per hour. So I have only lived at my location a year, but I do feel that it would be safer.

And I feel that this speed study, while it's great that Chief Flatley organized that, it was for two hours, and an hour of it was on Sunday.

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So I recognize that there's -- there's definite --
they have scheduled -- they have scheduled things
that we can't always ask them to sit there for
three days, but I don't think a two-hour speed
study is really reflective of what's going on, and
that's not statistically relevant at all, because
I think we all in this room can agree that there's
a lot of variables that can go on in two hours
when an hour of it is on a Sunday.

And I -- and Chief Flatley himself said that
there are limitations to how much they can enforce
in Greenport. They don't have enough people or
enough time to put a cop on many of our roads.
So, in light of that, I just -- I encourage the
change in the sign. As Ken said, why encourage
people to go 30 when we're all agreeing, everyone
in this room I think has agreed that it's not safe
to do that on our roads.

I'm happy that it got to this point, but I
hope that we can push this forward. And there's a
lot of other smart towns on the South Fork and
North Fork that have done this, or North Shore
that have done this, and they've done it with
sweeping, everyone voting yes. So I hope, I would
hope that's the case tonight.
I thank you for listening to all of our comments, and I hope that this makes the Village a bit safer. Thank you.

MAYOR HUBBARD: Okay. Anybody else wish to address the Board? Okay. We'll close the Public Portion of the meeting. We'll move on to the regular agenda.

Bye. Have a good evening. Thank you for coming.

I'll offer RESOLUTION #06-2018-1, RESOLUTION adopting the June, 2018 agenda as printed. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2018-3,

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on June 21st, 2018:

RESOLUTION authorizing the request of an extension of time from the Suffolk County Legislature to develop low-income housing at 324 Johnson Court, Greenport, New York, within two years of the date of adoption of the extension resolution by the Suffolk County Legislature. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #06-2018-4, RESOLUTION authorizing the hiring of Kathleen Tasca and Daniel Holmes as seasonal, part-time employees at the Village of Greenport Carousel at a pay rate of $11.00 per hour, effective June 9th, 2018. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #06-2018-5, RESOLUTION ratifying the hiring of Dillon Cassidy as a seasonal, part-time Camp Counselor at a pay rate of $11.00 per hour, effective June 12th, 2018. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #06-2018-7,
RESOLUTION authorizing an increase in the hourly
wage rate for Craig Johnson, from $14.57 per hour
to $15.73 per hour, effective July 4th, 2018 based
on the completion of a job-related course of
study, per Article VIII, Section 9(c) - Earned
Credits - of the collective bargaining agreement
currently in force between the Village of
Greenport and CSEA Local 1000. So moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #06-2018-8, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3871 for the General Fund for the 2017/2018 Fiscal Year, and directing that Budget Amendment #3871 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

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

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTIOLTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2018-13, RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative Impact on one or more aspects of the environment, and adopting a negative declaration for purposes of SEQRA. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION #06-2018-14,
RESOLUTION adopting Local Law # of 2018, amending
Village of Greenport Code Chapter 132 (Vehicles
and Traffic) to add two (2) additional handicap
parking spots -- spaces at Manor Place on the side
of the Holy Trinity Church at 768 Main Street. So
moved.
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

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

TRUSTEE PHILLIPS: Jack.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE PHILLIPS: Second. And I have a question. During the work session, we did discuss the possibility of this being a seasonal stop sign. Is that something that we're still pursuing, or has that been changed by the wording of this resolution? I thought we were discussing a seasonal stop sign.

MAYOR HUBBARD: We discussed that, but if we did that, it would -- we would actually change it. We would not be able to vote on it at this time, because it has to be posted for eight days.

TRUSTEE PHILLIPS: And we -- Doug, I know -- Trustee Roberts, I know that your very strong feeling of the stop sign. Are you interested in the signage being dealing with children at play down there instead to warn people that there are a lot of activity at the park?

TRUSTEE ROBERTS: So, to clarify, I think this is a commonsense good idea, and I ran it by a
bunch of people who didn't say no. If the Board
doesn't think that this is a problem, then I'll
just be outvoted. I'm not going to bleed for it.
Yeah, a sign, I mean, I've read some stuff
that says that that signage doesn't work, but
everything will help. So I -- and I'm still --
what I said at the work session, I will commit to
you that I will -- we can go through the process
again and make it seasonal and I'll support that.
I think it's -- it's really just two months a year
that that becomes a de facto park, so --

TRUSTEE PHILLIPS: So would you entertain
tabling this resolution to -- or do you want to go
through the process to make it seasonal?

TRUSTEE ROBERTS: So the Mayor's suggestion
was that we -- do I have this right, Mayor?

MAYOR HUBBARD: Yes.

TRUSTEE ROBERTS: We vote on it now, so we
could put it up now, and that next month we
schedule a hearing on making it seasonal, and then
do that, right?

MAYOR HUBBARD: Correct. That's what I had
said at the work session --

TRUSTEE PHILLIPS: Okay, okay.

MAYOR HUBBARD: -- because you need eight
days for it to be noticed once you change it.

TRUSTEE PHILLIPS: I'm just asking. Okay.

MAYOR HUBBARD: And then we wouldn't be able to vote on it now. By the time we did it, the season would be over.

TRUSTEE PHILLIPS: Okay. I'm just asking.

MAYOR HUBBARD: That's why if we were going to do it, to do this now. As soon as it's approved by the State, the signs could be up the second week of July and they'd be there for the season, and then we can work on making it seasonal after the fact.

TRUSTEE PHILLIPS: Okay. I just wanted a clarification.

MAYOR HUBBARD: Yeah.

TRUSTEE PHILLIPS: Because my notes weren't too clear by that point of the night.

MAYOR HUBBARD: Okay. When we talked about that, I asked the Village Attorney about that. He said it has to be noticed for eight days if we changed from the time we had the public hearing and start is over again. That's why I said let's vote on this as is, if we're going to do it, and have the signs in place for the season.

TRUSTEE PHILLIPS: Okay. As I said, my
notes weren't quite clear and that's why I'm asking the question.

MAYOR HUBBARD: That's fine. Any other discussion?

TRUSTEE ROBINS: I just want to say, I still do believe that, you know, different signage would be more effective. The two-month option, you know, I'm not going to -- I'm not going to say no to it, okay? So if we're going to bring it up again next month, I'll vote yes tonight, okay?

TRUSTEE ROBERTS: Yeah. I guess I would say that none of us up here are traffic experts. I think, Mayor, you're the closest thing we got to it, you seem to know a lot about this stuff. Our neighborhood mostly supports it or is neutral on it, I mean, our block.

So Ken wrote in during the public hearing period and said something like -- what did you say? "Clearly, the absence of stop signs on Johnson Street can only embolden this reckless behavior," talking about drag strips. Zimardo, Dinni, that's -- Whittle is on the other side of the street, then he didn't comment, but Zimardo wrote a note in saying let's do it. Dinni said she's up for something. Sorry.
MR. SALADINO: I was at the meeting. Where was that?

TRUSTEE ROBERTS: Mr. Mayor, is this --

MAYOR HUBBARD: Yes.

TRUSTEE ROBERTS: -- Public Portion now or us?

MAYOR HUBBARD: No.

TRUSTEE ROBERTS: Okay, thanks. So, you know, I -- we have one -- one email came in during the public hearing portion, I could read it into the record. I think most people feel like this is -- around our neighborhood feel like this is a no-brainer, but, like I said, if the -- I do support seasonal, and I'd love to see, you know, "Slow For Kids" signs. And, Trustee Phillips, if you're going to go on a -- I know that we talked at the work session, you were going to go on a -- sort of an exploration around crosswalks. If you think that's a solution, you know, I'll support that, too. Whatever, whatever the Board wants.

TRUSTEE PHILLIPS: Okay.

MAYOR HUBBARD: Okay. Any other discussion?

TRUSTEE MARTILOTTA: No.

MAYOR HUBBARD: Okay. All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: Oh, sorry. RESOLUTION #06-2018-17 -- no. RESOLUTION #06-2018-18, RESOLUTION adopting Local Law #, blank, of 2018, amending the Village of Greenport Code Chapter 132 (Vehicles and Traffic) to adopt a speed limit of 25 miles per hour on Main Street from Bridge Street to Front Street, and on Front Street from Main Street to Sixth Street, subject to New York State approval where approval is required. So moved.

TRUSTEE ROBINS: I'll second, but I want the --

MAYOR HUBBARD: Okay.

TRUSTEE ROBINS: -- Clerk to call the roll.

MAYOR HUBBARD: All right. Discussion?

TRUSTEE PHILLIPS: I have discussion, okay?

Mayor, may I read? I would like to read something in on my thoughts on this, because I have been thinking about this extremely hard. And after giving my reasons, I may ask to table this resolution for those reasons.

Before and after the public hearing on this proposed change of speed, I listened, read the New

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York State DOT web information, New York Conference of Mayors March 2017 publication titled "Streets, Sidewalks and Everything in Between", research papers, informational community pages that mentioned in each publication that lowering the speed limit is not going to stop speeders without evaluating other infrastructure needs to address public safety concerns. They recommend a community needs to evaluate the surrounding area's traffic patterns, incorporate other traffic calming techniques if they want drivers not to speed for the safety of pedestrians.

In reviewing a court case and a final outcome titled Torturro Decision, the court acknowledges this expert's testimony in their decision. To quote, "That it was known among traffic engineers that straight wide roads with little interference from pedestrians and other vehicles," "encourage speeding, because the drivers feel more comfortable on roadways with these characteristic," and "that traffic calming measures deter speeding, because they cause drivers to become more cautious, and that such measures are known to reduce the overall speed on highways." This is on page 485 of the decision.
Front Street, when entering the Village, already has some established calming techniques in reduction of speed in place to slow down from the 45 mile per hour speed limit on Main Road Route. Vehicles entering from Route 48 on to Main Street, in observation of the current road, there is nothing to at all create the calming traffic techniques similar to the ones that were incorporated into repaving sections of Main Street project last year.

Safety for all users of our roadways and liability issues to the Village should be taken into consideration in any active legislation we create to improve the quality of life for our community. Pedestrian safety is the major objective for the discussion and this proposed resolution. Recommendations by traffic engineers that have the expertise to guide one on this situation indicate that changing the speed is only a small part of the work needed to create the safe environment that residents along Main Street and Front Street are requesting.

Let us take the time and effort to create a traffic management plan that should accomplish safety that all community members want and will be

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supported by all.

   So I would like to entertain a motion to
table this resolution until October, until we have
the time frame to look at what we could do in --
along with reducing the speed, but also in putting
some calming traffic efforts into that section of
Main Street that we all know is a wide open road,
and has the concern of the residents. So I'm
putting -- I'm requesting that we table the
resolution until October.

   MAYOR HUBBARD: Is there a second on the
motion to table?

      (No Response)

   MAYOR HUBBARD: Okay. Motion is not tabled.

Any other discussion?

   TRUSTEE ROBERTS: We've had enough, haven't we?

   MAYOR HUBBARD: What's that?

   TRUSTEE ROBERTS: We've had enough
discussion, haven't we?

   MAYOR HUBBARD: Yeah, exactly. All in
favor?

   TRUSTEE ROBERTS: Aye.

   TRUSTEE MARTILOTTA: Aye.

   TRUSTEE ROBINS: Oh, no. I was going to ask
you to call --
TRUSTEE MARTILLOTA: Oh, call --

MAYOR HUBBARD: What's that?

TRUSTEE ROBINS: I was going to ask you to
call the roll. We're voting on the resolution or
to table it?

MAYOR HUBBARD: No. No, there was no second
on the tabling. We're not tabling. We're voting,
we're voting on the resolution.

TRUSTEE ROBINS: Okay. I'm a no vote on the
resolution.

TRUSTEE PHILLIPS: I'm an abstention.

MAYOR HUBBARD: You're what?

TRUSTEE PHILLIPS: I'm abstaining.

MAYOR HUBBARD: You're abstaining. Okay.

TRUSTEE ROBERTS: Should we get a roll call
for the record?

MAYOR HUBBARD: I can -- let's do a roll
call vote, then I --

CLERK PIRILLO: Okay.

(Roll call by Village Clerk)

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: No.

TRUSTEE MARTILLOTA: Yes.

TRUSTEE PHILLIPS: I'm abstaining, because I
don't feel we have enough information.

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MAYOR HUBBARD: Yes.
Motion approved three to one, with one abstention.

CLERK PIRILLO: Thank you.

TRUSTEE ROBERTS: I read that one.

TRUSTEE ROBINS: Okay. RESOLUTION #06-2018-19, RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Third Street Firehouse on August 18th, 2018 for the annual Chicken Barbecue Fundraiser. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2018-20, RESOLUTION approving the Public Assembly Permit Application submitted by Dinni Gordon on behalf of
Sister Margaret Smyth of the North Fork Spanish Apostolate -- pardon me -- for the use of a portion of Mitchell Park beginning at 11:00 a.m. through 1:00 p.m. on June 30th, 2018 for the -- for a Families Belong Together rally. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2018-21,

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

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

July 2nd, 2018 - Who Are Those Guys - 900 bucks

July 9th, 2018 - Vendettas - $1,000

July 16th, 2018 - Southbound - $1,200

July 23rd, 2018 - That Motown Band - $1,200

July 30th, 2018 - Abrazos - $2,500

August 6th, 2018 - No Request Band - $1,100

August 13th, 2018 - Winston Irie - $1,300

August 20th, 2018 - Cravin Band - $1,200

August 27th, 2018 - Gene Casey and the Lonesharks
- $1,200. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2018-24,
RESOLUTION authorizing the solicitation of bids
for the purchase of a new wood-chipping machine to
be used by the Electric and Road Departments, and
directing Clerk Pirillo to notice the solicitation
of bids accordingly. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2018-25,
RESOLUTION approving the attached agreement in the
amount of $160,679.79 between the Village of
Greenport and DeAl Concrete Corporation regarding
the replacement of selected ramps, sidewalks,
curbs and driveway aprons on Fifth Street in the Village of Greenport, and authorizing Mayor Hubbard to sign an agreement between the Village of Greenport and DeAl Concrete. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

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

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2018-28,

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

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2018-31,

RESOLUTION approving the attached agreement between the Village of Greenport and Jada Rowland for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Jada Rowland. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed? (No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #06-2018-32,
RESOLUTION approving the attached agreement between the Village of Greenport and Cliff Miller for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Cliff Miller. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed? (No Response)
MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

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of Greenport and Scott Hewett. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2018-35,

RESOLUTION ratifying the -- ratifying the hiring

of Ryan Weingart as a part-time, seasonal Parking

Code Enforcement Officer for the Village of

Greenport, at a wage rate of $15.00 per hour,

effective June 8th, 2018.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.
Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #06-2018-37, RESOLUTION authorizing the use of the professional services of the firm of Sinnreich, Kosakoff, and Messina as additional external counsel, in regard to the current litigation between the Village of Greenport and Genesys Engineering. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: Okay. Just a brief discussion on this. I spoke to the Village Attorney this evening. I'm going to get together with the Village Administrator, the Village Attorney and myself to go over wording of what we're going to do, exactly what we're going to propose on this proposed law. We're going to meet on Monday or Tuesday, or both, whatever's needed, to get it out to the Board, so the Board has it to review it for a week, discussion from the Board.

TRUSTEE PHILLIPS: Okay.

MAYOR HUBBARD: And then, hopefully, by July 9th, which would be the following Monday, we could have it published --

TRUSTEE MARTILOTTA: Sure.

MAYOR HUBBARD: -- to the public, so they have more than enough time to review it to go over it. That's just a timeline of what I'm going to try to do with it. We're going to try to put together everything, because we had different versions, we had different discussions.

Newsday called, some of us talked to Newsday about it, and everything else. I just want the
public and everybody to know, this is where we're going with it. We'll have a firm copy between the Village Management Team to the Trustees Tuesday. With the holiday, maybe not.

TRUSTEE MARTILOTTA: Yeah.

MAYOR HUBBARD: Latest will be Thursday, but then out to the public by July 9th, so everybody has time to review it and talk about it.

TRUSTEE PHILLIPS: Thank you, Mayor.

MAYOR HUBBARD: Okay? Any other discussion?

(No Response)

MAYOR HUBBARD: Okay. All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2018-39, RESOLUTION approving all checks per the Voucher Summary Report dated June 25th, 2018, in the total amount of $783,256.10 consisting of:

- All regular checks in the amount of
$783,256.10.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2018-40,

RESOLUTION approving all checks for the Fiscal
Year 2018/2019 per the Voucher Summary Report
dated June 25th, 2018, In the total amount of
$378,965.21 consisting of:

o All regular checks in the amount of
$335,168.17, and

o All prepaid checks (including wire
transfers) in the amount of $43,797.04.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

Okay. I just want to wish everybody a happy Fourth of July that's coming up. Summer's started. The real summer temperatures are going to be here over the next couple of days, so be careful, enjoy the weather. Enjoy Greenport and all.

And I'll offer a motion to adjourn the meeting at 8:40.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. We're
adjourned. Have a good summer.

MR. CHARTERS: Would be good, but it's only 8:20.

MAYOR HUBBARD: It was the glare. All right. Well, that looks like 8 --

AUDIENCE MEMBER: It's 8:20.

MAYOR HUBBARD: 8:20, excuse me.

(The meeting was adjourned at 8:20 p.m.)
CERTIFICATION

STATE OF NEW YORK )
) SS:
COUNTY OF SUFFOLK )

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on June 28, 2018.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2018.

Lucia Braaten

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Zoning [1] - 34:3
zoning [1] - 34:5

Flynn Stenography & Transcription Service
(631) 727-1107
## VILLAGE OF GREENPORT
### Budget Adjustment Form

**Year:** 2018  
**Trans No.:** 3871  
**Trans Date:** 05/31/2018  
**User Ref.:** ROBERT  
**Status:** Batch  
**Description:** FISCAL YEAR END 2017-2018 BUDGET AMENDMENT FOR THE GENERAL FUND

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

**Year:** 2018  
**Period:** 5  
**Trans No:** 3675  
**Trans Date:** 05/31/2018  
**User Ref:** ROBERT  
**Status:** Batch  
**Approved:** ROBERT  
**Created by:** ROBERT  
**Account Order:** No  
**Print Parent Account:** No

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**Total Amount:** 0.00
## VILLAGE OF GREENPORT

### Budget Adjustment Form

**Year:** 2018  
**Period:** 5  
**Trans No.:** 3678  
**Trans Date:** 05/31/2018  
**User Ref.:** ROBERT  
**Approved:**  
**Created by:** ROBERT  
**Status:**  
**Batch:** 06/14/2018

**Description:** FISCAL YEAR DEPARTMENT END 2017-2018 BUDGET TRANSFER FOR THE FIRE

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**Total Amount:** 0.00
## VILLAGE OF GREENPORT

### Budget Adjustment Form

**Year:** 2018  
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**Trans No:** 3079  
**Trans Date:** 05/31/2018  
**User Ref:** ROBERT  
**Status:** Batch  
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**Print Parent Account:** No  

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## VILLAGE OF GREENPORT
### Budget Adjustment Form

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**Total Amount:** 0.00
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

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

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

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

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

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

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

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

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

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

Upon motion of Trustee _____ seconded by Trustee ____.  

In Favor_________________________________________________

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

Instructions for Completing

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

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

**Part 1 - Project and Sponsor Information**

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

Telephone: 631-477-1243

E-Mail:

Address:

296 THIRD STREET

City/PO: GREENPORT

| State: NY |
| Zip Code: 11944 |

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

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

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

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

Page 1 of 3
<table>
<thead>
<tr>
<th>Question</th>
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<th>YES</th>
<th>N/A</th>
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<td>5. Is the proposed action,</td>
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<tr>
<td>a. A permitted use under the zoning regulations?</td>
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<tr>
<td>b. Consistent with the adopted comprehensive plan?</td>
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<td>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</td>
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</tr>
<tr>
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<tr>
<td>If No, describe method for providing potable water:</td>
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<td>If No, describe method for providing wastewater treatment:</td>
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**Short Environmental Assessment Form**

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

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Short Environmental Assessment Form
Part 3 Determination of Significance

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

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

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

BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

JUNE 26, 2018
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

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

NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-57
TO CREATE TWO NEW HANDICAP PARKING SPACES

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

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

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

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

SEQRA CLASSIFICATION:
Unlisted

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

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

AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE

TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES AT

MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-57

3.0 Severability

1.1 Title.

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

1.2 Enactment.

1.3. **Effective Date.**

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

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

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

2.0 **General Provisions.**

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

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

3.0 **Severability**

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

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

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

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

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

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

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

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

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

Will not result in a change in the use or intensity of the use of land; and
Will not impair the character or quality of the existing community; and

Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

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

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and

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

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

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

Upon motion of Trustee _____ seconded by Trustee _____.

In Favor: ______________________________________

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

Instructions for Completing

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

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

<table>
<thead>
<tr>
<th>Part 1 - Project and Sponsor Information</th>
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Name of Action or Project:
ADOPITION OF A LOCAL LAW AMENDING SECTION 132-43 TO ADD TWO STOP INTERSECTIONS

Project Location (describe, and attach a location map):
FIFTH STREET AND SIXTH STREET

<table>
<thead>
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<th>Name of Applicant or Sponsor:</th>
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| Telephone: 631 477 1243 |
| E-Mail:                  |

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
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<tbody>
<tr>
<td>236 THIRD STREET</td>
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<table>
<thead>
<tr>
<th>City/PO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREENPORT</td>
</tr>
</tbody>
</table>

| State: |
| NY |

| Zip Code: |
| 11944 |

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

   YES [ ] NO [X]

2. Does the proposed action require a permit, approval or funding from any other governmental Agency?
   If Yes, list agency(s) name and permit or approval:

   YES [X] NO [ ]

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

   0. acres [ ] 0. acres [ ] 0. acres [X]

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

Page 1 of 3
5. Is the proposed action,  
a. A permitted use under the zoning regulations?  
   [YES] □ [NO] □ [N/A] □  
   [YES] □ [NO] □ [N/A] □  

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

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

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

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

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

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

12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  
   [NO] □ [YES] □ [N/A] □  
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   [NO] □ [YES] □ [N/A] □  
   [NO] □ [YES] □ [N/A] □  

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
   [NO] □ [YES] □ [N/A] □  
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   If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:  
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   □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional  
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16. Is the project site located in the 100 year flood plain?  
   □ Yes □ No □ N/A  
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17. Will the proposed action create storm water discharge, either from point or non-point sources?  
   If Yes,  
   a. Will storm water discharges flow to adjacent properties?  
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      □ NO □ YES  
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
      If Yes, briefly describe:  
      □ NO □ YES  
      □ NO □ YES
Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?

Yes, explain purpose and size:

<table>
<thead>
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Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

Yes, describe:

<table>
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Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

Yes, describe:

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I affirm that the information provided above is true and accurate to the best of my knowledge.

cant/sponsor name: VILLAGE OF GREENPORT

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

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BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

JUNE 26, 2018
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)
BOARD OF TRUSTEES

VILLAGE OF GREENPORT

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

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

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

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

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

SEQRA CLASSIFICATION:
Unlisted

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

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

LOCAL LAW NO. OF THE YEAR 2018

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

TO CREATE ADDITIONAL STOP INTERSECTIONS ON FIFTH AND SIXTH STREETS

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

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1 Title of Local Law
1.2 Enactment.
1.3 Effective Date.
1.4 Purpose and Intent of Local Law.

2.0 General Provisions
2.1 Amendment to Section 132-43

3.0 Severability

1.1 Title.

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

1.2 Enactment.

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

1.3. **Effective Date.**

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

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

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

2.0 **General Provisions.**

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

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

3.0 **Severability**

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

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

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

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

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

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

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

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

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

Upon motion of Trustee _____ seconded by Trustee ____.

In Favor

Against:
**Short Environmental Assessment Form**

**Part 1 - Project Information**

**Instructions for Completing**

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

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

### Part 1 - Project and Sponsor Information

**VILLAGE OF GREENPORT**

**Name of Action or Project:**
ADOPTION OF A LOCAL LAW AMENDING SECTION 132-45 TO SET A SPEED LIMIT OF 25 MPH ON FRONT AND MAIN STREETS

**Project Location (describe, and attach a location map):**
FRONT AND MAIN STREETS

**Brief Description of Proposed Action:**
ADOPTION OF A LOCAL LAW SETTING THE SPEED LIMIT ON FRONT AND MAIN STREETS AT 25 MPH

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

**Address:**
236 THIRD STREET

**City/PO:**
GREENPORT

**State:** NY

**Zip Code:** 11944

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

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

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

   | 0 acres | 0 acres | 0 acres |

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

<table>
<thead>
<tr>
<th>Parkland</th>
<th></th>
</tr>
</thead>
</table>
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  
      | NO | YES | N/A |
      |    | ✓   |     |
   b. Consistent with the adopted comprehensive plan?  
      | NO | YES | N/A |
      |    | ✓   |     |

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

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

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

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

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

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

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

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  
      | NO | YES | N/A |
      | ✓  |     |     |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:  
   - Shoreline  
   - Forest  
   - Agricultural/grasslands  
   - Urban  
   - Suburban  
   - Wetland  
   - Early mid-successional  
      | NO | YES | N/A |
      | ✓  |     |     |

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

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

17. Will the proposed action create storm water discharge, either from point or non-point sources?  
   If Yes,  
   a. Will storm water discharges flow to adjacent properties?  
      | NO | YES | N/A |
      | ✓  |     |     |
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
      | NO | YES | N/A |
      | ✓  |     |     |
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?
If Yes, explain purpose and size:

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
If Yes, describe:

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
If Yes, describe:

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

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

Applicant/sponsor name: VILLAGE OF GREENPORT

Signature: ____________________________
Date: JUNE 26, 2018
**Short Environmental Assessment Form**

**Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

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

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

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

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

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

BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

JUNE 26, 2018
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

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

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

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

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

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

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

SEQRA CLASSIFICATION:
Unlisted

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

REASONING SUPPORTING THE DETERMINATION
The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.
March 9, 2018

LOCAL LAW NO. OF THE YEAR 2018

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

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

Section 1.0  Enactment, Effective Date, Purpose and Definitions.

1.1  Title of Local Law

1.2  Enactment.

1.3  Effective Date.

1.4  Purpose and Intent of Local Law.

2.0  General Provisions

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

3.0  Severability.

1.1  Title.

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

1.2  Enactment.


1.3  Effective Date.
March 9, 2018

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

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

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

2.0 **General Provisions.**

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

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

2.2 **New York State Approval**

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

3.0 **Severability**

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

Intermunicipal Agreement

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

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

Total Cost of Agreement: As provided in this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Southold

By: [Signature]
Hon. Scott Russell
Supervisor

Date: 11/1/18

Village of Greenport

By: [Signature]
Hon. George W. Hubbard, Jr.
Mayor

Date: ___________________
STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

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

_________________________,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_________________________
Signature and office of person taking the Acknowledgement

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

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the ______ day of ______, in the year ______, before me, the undersigned, personally appeared

_________________________,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_________________________
Signature and office of person taking the Acknowledgement
Town of Southold
Long Island, NY

Resolution
RES-2018-548

Agreement with Greenport Village - Pump-Out Station

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

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

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

RESULT: ADOPTED (UNANIMOUS)
MOVER: James D'Intino Jr, Councilman
SECONDER: Bill Deberty, Councilman
AYES: James D'Intino Jr, William F. Kuland, Jill Deberty, Robert Gabis, Louis P. Evans, Scott A. Russell

Discussion
Add Comment
AGREEMENT

Agreement made this 11 day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DEAL") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons (the "Project").

1. EMPLOYMENT OF DEAL CONCRETE CORP.

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

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

9. **INSURANCE**

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

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

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

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

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

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

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

12. **TIME FOR PERFORMANCE: DELAYS**

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

13. **TERMINATION**

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

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

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

15. **SUCCESSORS AND ASSIGNS**

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

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

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

16. **RELEASE OF LIEN**

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

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

20. **NONWAIVER**

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

21. **NOTIFICATION**

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

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

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

22. **DISPUTES; APPLICABLE LAW**

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

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

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

24. **CONTRACT DOCUMENTS**

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

25. **SUFFOLK COUNTY DPW BID**

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

26. **WARRANTY**

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

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

**VILLAGE OF GREENPORT:**

By: __________________________

**DEAL CONCRETE CORP.**

BY: __________________________
ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF )

COUNTY OF )

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

(SEAL) Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL) Notary Public
## DeAl Concrete Corp.

**Address:** PO. B ok 203B  
**City:** St James NY 11780  
**Phone:** 631-319-6117

For:  
**VILLAGE OF GREENPORT**  
**Email:** DBAUMER@GREENPORTVILLAGE.ORG  
**Address:** 236 THIRD ST  
**City:** GREENPORT NY 11944

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### Description | Amount
--- | ---
SUFFOLK COUNTY DPW CONTRACT 6-16.6.2A1 | $133,215.00
JOB: 5TH ST CURBS, HANDCAP RAMPS AND APRONS AREA (2) | 
  ITEM 203.02 UNCL. EXCAVATION 275CY X $60.00= $16,500.00  
  ITEM 520.090100010 SAW CUTTING PAV. 1,500LF X 3.00= $4,500.00  
  ITEM 608.0101 CONCRETE SIDEWALK & APRONS 66CY X $75.00= $4,950.00  
  ITEM 609.0401 CONCRETE CURB 1,300LF X $20.00= $26,000.00  
  ITEM 608.21 WARNING UNITS 305Y X 450.00= $13,500.00  
  ITEM 304.10117917 SUBBASE 125CY X $60.00= $7,500.00  
  ITEM 619.01 TRAFFIC MAINT. 07% X 124,500.00= $8,715.00 | 

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

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**Date:** 04/30/2016  
**Estimate No:** 197
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2018

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

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

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

INSURED
DeAl CONCRETE CORP
PO BOX 2038
ST JAMES NY 11780

INSURER A: QBE Insurance Co

INSURER B:

INSURER C: Shelterpoint Insurance

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
AGREEMENT

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

1. EMPLOYMENT OF DEAL CONCRETE CORP.

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

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

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

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

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

- **Professional Liability Insurance**
  - each occurrence $1,000,000

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of services contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate such notification upon identifying a condition which may change the Contract Work agreed to under this Agreement.
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D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

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

13. **TERMINATION**

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

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

14. **OWNERSHIP OF DOCUMENTS**

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

15. **SUCCESSORS AND ASSIGNS**

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

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

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

16. **RELEASE OF LIEN**

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

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

20. **NONWAIVER**

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

21. **NOTIFICATION**

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

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

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

22. **DISPUTES: APPLICABLE LAW**

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

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

23. **EXTENT OF AGREEMENT**

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

24. **CONTRACT DOCUMENTS**

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

25. **SUFFOLK COUNTY DPW BID**

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

26. **WARRANTY**

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

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

VILLAGE OF GREENPORT:

By: __________________________

DEAL CONCRETE CORP.

BY: __________________________
ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF ____________________________
COUNTY OF ____________________________

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

(SEAL)

____________________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

____________________________________
Notary Public
DeAl Concrete Corp.
R.O. Box 2038
St James NY, 11780
631-319-6117

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

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<td>JOB: FIFTH STREET ROAD END DRAINAGE</td>
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Subtotal                                                                   $136,264.50
0%                                                                            $0.00
Total                                                                        $136,264.50

Total                                                                        $136,264.50
# Certificate of Liability Insurance

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

**Contact:**
- **Name:**
- **Phone:** (631) 366-2774
- **Fax:** (631) 366-2738
- **EMail:** dtakach@takachinsurance.com

**Insured:**
- **DeAI CONCRETE CORP**
  - **PO BOX 2038**
  - **ST JAMES NY 11780**

**Insurer(A):** QBE Insurance Co
**INSURER(B):**
**INSURER(C):** Shelterpoint Insurance
**INSURER(D):**
**INSURER(E):**
**INSURER(F):**

## Coverages

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<th>Policy Exp. Date</th>
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## Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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

**Cancellation:**

**Authorized Representative:**

© 1988-2015 ACORD Corporation. All rights reserved.
AGREEMENT

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

1. EMPLOYMENT OF DEAL CONCRETE CORP.

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

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

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

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

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

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

12. **TIME FOR PERFORMANCE; DELAYS**

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

13. **TERMINATION**

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

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

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

15. **SUCCESSORS AND ASSIGNS**

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

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

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

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

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

20. **Nonwaiver**

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

21. **Notification**

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

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

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

22. **Disputes: Applicable Law**

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

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

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

24. **CONTRACT DOCUMENTS**

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

25. **SUFFOLK COUNTY DPW BID**

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

26. **WARRANTY**

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

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

VILLAGE OF GREENPORT:

By: ______________________

DEAL CONCRETE CORP.

BY: ______________________
ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF ____________

COUNTY OF ____________

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

(SEAL) ____________________________________________

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL) ____________________________________________

Notary Public
DeAl Concrete Corp.
P.O. Box 2038
St. James NY. 11780
631-319-6117

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

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Subtotal                                                                   $21,000.00

0%                                                                           $0.00
Total                                                                       $21,000.00

Total                                                                       $21,000.00
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

CONTACT NAME

PHONE / FAX (loc. ext.)
6313627747 / (031) 360-2739
E-MAIL: dtakach@takachinsurance.com

INSURER(S) AFFORDING COVERAGE: NAIC #
INSURER A: QBE Insurance Corp
INSURER B: Shelterpoint Insurance
INSURER C: 

INSURED
DeAI CONCRETE CORP
PO BOX 2308
ST JAMES NY 11780

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

CERTIFICATE HOLDER IS LISTED AS ADD’L INSURED.

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

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
AGREEMENT

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

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

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

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

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

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

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

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

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

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

12. **TIME FOR PERFORMANCE; DELAYS**

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

13. **TERMINATION**

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

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

14. **OWNERSHIP OF DOCUMENTS**

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

15. **SUCCESSORS AND ASSIGNS**

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

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

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

16. **RELEASE OF LIEN**

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

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

20. **NONWAIVER**

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

21. **NOTIFICATION**

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

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

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

22. **DISPUTES; APPLICABLE LAW**

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

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

23. **EXTENT OF AGREEMENT**

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

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

25. Warranty

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

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

VILLAGE OF GREENPORT:

By:

COSTELLO MARINE CONTRACTING CORPORATION

By: [Signature]
ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York
COUNTY OF Suffolk

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

(SEAL)

Notary Public

LYNN E STEVENS
Notary Public- State of New York
NO. 01ST8269424
Qualified in Suffolk County
Commission Expires 7-31-2020

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

Notary Public
June 5, 2018

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

Via email: ralbanese@greenportvillage.org

RE: Repairs to “A” Dock Float

Dear Mr. Albanese:

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

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

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

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

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

Respectfully submitted,

John A. Costello
President

[Signature]

JACs

PO#:

Accepted by: ___________________________  Date: ___________________________
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

CONTACT NAME
James B. Robinson
PHONE: 518-746-9230
FAX: 518-746-9234
E-MAIL: james@robinsonandson.net

COVERAGE
INSURED
Atlantic Specialty Ins. Co.
72154

COVERAGES
CERTIFICATE NUMBER:
B5JH01734
REVISION NUMBER:

ASSUMER

INSD
A
COMMERCIAL GENERAL LIABILITY

NOS
X
CLAIMS-MADE OCCUR

WWD

POLICY NUMBER

10/28/2017

POLICY EFF (MM/DD/YYYY)

10/28/2018

POLICY EXPIRY (MM/DD/YYYY)

LIMITS

1,000,000

AMOUNT

DAMAGE TO RENTED PREMISES $50,000

PER OCCURRENCE

MED EXP (Any one person) $10,000

PERSONAL & ADJURY INS

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPROH AGG $1,000,000

EACH OCCURRENCE

EXCESS LIABILITY

CLAIMS-MADE

ANY AUTO

UMBRILLA LIAB OCCUR

SCHEDULED AUTOS NON-OWNED AUTOS

HANDED AUTOS

OTHER:

AUTO LIABILITY

RETENTION

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

PER STATUE

ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?

E.L. EACH OCCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY UNIT

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

SUBJECT TO ACTUAL POLICY CONDITIONS.

CERTIFICATE HOLDER
VILGREE

CANCELLATION

Village of Greenport
236 Third St
Greenport, NY 11944

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

AUTHORIZED REPRESENTATIVE
James B. Robinson

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**New York State Insurance Fund**

Workers' Compensation & Disability Benefits Specialists Since 1914

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151.572-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

NEW YORK STATE INSURANCE FUND

[Signature]

DIRECTOR, INSURANCE FUND UNDERWRITING
AGREEMENT

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

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

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

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

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

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

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

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

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

12. **TIME FOR PERFORMANCE: DELAYS**

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

13. **TERMINATION**

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

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

14. **OWNERSHIP OF DOCUMENTS**

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

15. **SUCCESSORS AND ASSIGNS**

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

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

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

16. **RELEASE OF LIEN**

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

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

20. **NONWAIVER**

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

21. **NOTIFICATION**

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

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

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

22. **DISPUTES: APPLICABLE LAW**

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

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

23. **EXTENT OF AGREEMENT**

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

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

25. **WARRANTY**

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

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

VILLAGE OF GREENPORT:

By: ____________________________

COSTELLO MARINE CONTRACTING CORPORATION

BY: ____________________________

John A. Costello
ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York
COUNTY OF Suffolk

On this 13th day of June, 2018, before me personally came John P. Costello to me known, who, being by me duly sworn did depose and say that he resides at 1240 North Road, Greenport that he is the President of Costello Marine Contracting, the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

LYNN E. STEVENS
Notary Public- State of New York
NO. 01ST6269424
Qualified in Suffolk County
Commission Expires 9-30-2020

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL) Notary Public
June 5, 2018

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

Via email: ralbanese@greenportvillage.org

RE: Bolt Repairs for East Dock

Dear Mr. Albanese:

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

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

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

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

Respectfully submitted,

John A. Costello
President

[Signature]

PO#: ____________________________ Date: ____________________________

Accepted by: ____________________________
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

CONTACT NAME: James B. Robinson
PHONE: 518-746-9230
EMAIL: james@robinsonandson.net

INSURER A: Atlantic Specialty Ins. Co. 27154

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

COVERAGES
CERTIFICATE NUMBER:

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

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

SUBJECT TO ACTUAL POLICY CONDITIONS.

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

CANCELLATION

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

AUTHORIZED SIGNATURE
James B. Robinson

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

POLICYHOLDER
COSTELLO'S MARINE CONTRACTING CORP
423 6TH ST.
P.O. BOX 2124
GREENPORT NY 11944

CERTIFICATE HOLDER
VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT NY 11944

POLICY NUMBER
G2151 572-1

CERTIFICATE NUMBER
83350

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

DATE
12/8/2017

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

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

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

NEW YORK STATE INSURANCE FUND

VALIDATION NUMBER: 465934527
CONTRACT FOR VENDOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF )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 as such executed the foregoing instrument and

acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)  

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ___ day of _____________, 20___, before me personally appeared

_________________________ to me known and

known to me to be person described and who as such executed the foregoing instrument and

acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)  

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

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

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

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

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

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

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

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

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

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

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

Late proposals will not be accepted.

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

February 8, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF______________
COUNTY OF______________

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

(SEAL)

__________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

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

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

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

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

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

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

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

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

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

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

Late proposals will not be accepted.

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

February 8, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _______________________ )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 as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

______________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

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

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

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

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

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

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

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

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

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

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

Late proposals will not be accepted.

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

February 8, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

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

(SEAL)

CONTRACTOR

BY ____________________________
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF ______________ )
COUNTY OF ______________ )ss:

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

(SEAL)

__________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

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

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

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

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

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

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

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

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

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

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

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

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.
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February 8, 2018

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF______________________
COUNTY OF_____________________

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

(SEAL)

______________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

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

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

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February 8, 2018

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