



236 THIRD STREET
GREENPORT, NY 11944

Tel: (631)477-0248
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villageofgreenport.org

MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT 206

TREASURER
STEPHEN GAFFGA
EXT 217

April 27, 2023 at 6:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Margaret C. Lellman
Dorothy Owen
Fred J. Rempe
Aileen Catherine Tyler
Robert F. Grattan

ANNOUNCEMENTS

Public Hearing of the Board of Trustees regarding the proposed local law of 2023 Authorizing a Property Tax Levy to be held Friday, April 28, 2023, at 5:30 p.m., at the Third Street Fire Station, Third and South Streets.

Public Meeting of the Board of Trustees to be held Friday, April 28, 2023, at 5:30 p.m., at the Third Street Fire Station, Third and South Streets.

PUBLIC HEARINGS

A public hearing (to start at 7 p.m.) regarding the proposed addition of provisions regarding net metering to the Village of Greenport electric service tariff, with any approved changes to be filed with the New York State Power Authority remains open.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 04-2023-1**

RESOLUTION adopting the April, 2023 agenda as printed.

RESOLUTION # 04-2023-2

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

RESOLUTION # 04-2023-3

RESOLUTION ratifying the following, as approved at the work session meeting of the Village of Greenport Board of Trustees held on April 20, 2023:

RESOLUTION per the attached SEQRA resolution determining that the Board of Trustees adopts lead agency status for purposes of SEQRA with regard to the restoration work to be done at the Carousel, determines that the contracting and performance of the work is an Unlisted Action for purposes of SEQRA and determining that the restoration work will not have a significant negative impact on the environment and that therefore a Negative Declaration is adopted.

RESOLUTION ratifying the approval of the proposal of Restoration Experts of NY, Inc., for the proposed Phase I (\$33,750) and Phase II (\$12,250) Carousel restoration work in the Total amount of \$46,000.00 proposal. This work is awarded under the emergency provisions of the Village Procurement policy due to the emergency nature of the work to be done and the necessary mitigation of potential public safety concerns. Village Attorney to prepare more formal agreement working with Trustee Brennan which Mayor Stuessi is authorized to sign.

RESOLUTION ratifying the approval of the proposal of CNS Environmental Corp., for work to be done at the Carousel in the amount of \$5,700.00. This work is awarded under the emergency provisions of the Village Procurement policy due to the emergency nature of the work to be done and the necessary mitigation of potential public safety concerns. Village Attorney to prepare more formal agreement working with Trustee Brennan which Mayor Stuessi is authorized to sign.

RESOLUTION ratifying the approval of the proposal of Schott Refrigeration to provide and install (2) two split air conditioners in the communications tower equipment shed in the amount of \$12,100.00. This work is awarded under the emergency provisions of the Village Procurement policy due to the emergency nature of the work to be done and the necessary mitigation of potential public safety concerns. Village Attorney to prepare more formal agreement working with Trustee Brennan which Mayor Stuessi is authorized to sign.

RESOLUTION # 04-2023-4

RESOLUTION ratifying the approval for Treasurer Gaffga to perform attached Budget Amendment # 5171 to appropriate General Fund Reserves to fund the purchase and installation of 2 split A/C units to replace failed A/C unit and Radio Tower building, and directing that Budget Amendment # 5171 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION # 04-2023-5

RESOLUTION ratifying the approval for Treasurer Gaffga to perform attached Budget Amendment # 5172 to appropriate General Fund Reserves to fund the inspection, cleaning, and abatement of Carousel, and directing that Budget Amendment # 5172 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees.

FIRE DEPARTMENT

RESOLUTION # 04-2023-6

RESOLUTION approving the attached Memorandum of Agreement with United States Coast Guard regarding operation and training procedures and authorizing Chief Manwaring to sign the Agreement

VILLAGE ADMINISTRATOR

RESOLUTION # 04-2023-7

RESOLUTION hiring of Bobby Lewis Freeman, Jr., as a full-time Laborer for the Village of Greenport, at a pay rate of \$20.00 per hour, effective May 03, 2023. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 04-2023-8

RESOLUTION hiring of Brian Thomas Klos as a full-time Park Attendant III for the Village of Greenport, at a pay rate of \$20.00 per hour, effective May 10, 2023. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 04-2023-9

RESOLUTION hiring Grayson Clare O'Neill as a part-time, seasonal Dockhand at the Village of Greenport Mitchell Park Marina at an hourly wage rate of \$15.00 per hour, effective May 15, 2022.

RESOLUTION # 04-2023-10

RESOLUTION awarding the contract for the replacement of roofs at specific locations (listed below) to M.D.B. Construction Corp., for a total price of \$97,900.00, per the bid opening on March 9, 2023 at 10:30 a.m., and authorizing Mayor Stuessi to execute the contract.

<u>Location:</u>	<u>Replacement Lump Sum Price</u>
Wastewater Treatment Plant Lab and Office	\$23,400.00
Wastewater Treatment Plant Polymer and storage building	\$12,600.00
Wastewater Treatment 6 th Street and Claudio's pump stations	\$ 6,500.00
Station Two Fire House (Flint Street)	\$28,400.00
Village Hall Roof Main Building	\$ 5,200.00
Village Hall exterior sloped basement entrance	\$ 5,200.00
Road Barn Annex Building (Sixth Street)	\$16,600.00

RESOLUTION # 04-2023-11

RESOLUTION authorizing the attendance of Village Administrator Pallas at the 2023 Annual APPA Annual Conference and Business Meeting from June 16, 2023, through June 21, 2023 in Seattle, Washington at a conference fee of \$ 1075.00 per attendee and a room rate of \$ 309.00 per night with meal, mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy, to be expensed from Account E.0782.000 (Management Services).

RESOLUTION # 04-2023-12

RESOLUTION approving an annual salary of \$ 86,750.00 for Treasurer Stephen Gaffga, effective May 3, 2023.

RESOLUTION # 04-2023-13

RESOLUTION approving additional funding request for H2M Architects and Engineers as detailed in the attached proposal for \$3,500 to provide the necessary services to close out the Effluent Reuse Feasibility study. The closeout will allow the Village to receive grant funds previously awarded.

RESOLUTION # 04-2023-14

RESOLUTION authorizing the solicitation of bids for the purchase of five (5) three phase pad mounted transformers of various voltages and capacities, and one 100 kva single phase pad mounted transformer directing Village staff to notice the bid solicitation accordingly.

VILLAGE TREASURER**RESOLUTION # 04-2023-15**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5166 to appropriate Electric Fund Reserves to fund the Annual Water Treatment Contract for Cooling Tower for Power Plant Engines, and directing that Budget Amendment # 5166 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION # 04-2023-16

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5167 to appropriate Sewer Fund Reserves to purchase new chains for the BNR rotors at the Wastewater Treatment Plant, and directing that Budget Amendment # 5167 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees

RESOLUTION # 04-2023-17

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5168 to appropriate General Fund Reserves to fund a new Village Hall Server Firewall appliance and installation, and directing that Budget Amendment # 5168 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees

RESOLUTION # 04-2023-18

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5169 to appropriate General Fund Reserves to fund the purchase, installation, and licensing of a new Village Hall Server, and directing that Budget Amendment # 5169 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees

RESOLUTION # 04-2023-19

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5170 to appropriate Electric, Water, and Sewer fund Reserves to fund the materials and supplies to install Electric, Water, and Sewer services to Mini Railroad Project, and directing that Budget Amendment # 5170 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees

RESOLUTION # 04-2023-20

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5173 to appropriate General Fund Reserves to fund the purchase and installation of a new fence at Mitchell Park to surround existing transformers for Marina and Carousel, and directing that Budget Amendment # 5173 be included as part of the formal meeting minutes of the April 27, 2023 Regular Meeting of the Board of Trustees

RESOLUTION # 04-2023-21

RESOLUTION approving the attached Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc. for municipal financial advisory services, in the amount of \$ 3,500.00, to be expensed from account A.1325.433 (Bond Counsel/ Financial Advisor), and authorizing Mayor Stuessi to sign the Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc.

VILLAGE CLERK**RESOLUTION # 04-2023-22**

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies on behalf of The Friends of Mitchell Park, for the use of a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. every Saturday from May 6, 2023 through October 28, 2023 for Tai Chi instruction, which will be offered at no cost to the public, and further approving a waiver of the requisite public assembly permit fee.

RESOLUTION # 04-2023-23

RESOLUTION approving the Public Assembly Permit Application submitted by Tanya Doggwiler on behalf of Claudio's Restaurants to host an in-water boat show including community and vendor pop-up booths from 12 noon through 5:00 p.m. on June 3, 2023.

RESOLUTION # 04-2023-24

RESOLUTION amending Resolution No. 01-2023-14 for the approved Public Assembly Permit application as submitted by Robert Vitelli on behalf of the New York LGBT Network, and to close Main Street from Sterling to Front Street and Front Street from Main Street to Third Street. Road closures on Main Street from Park Street to Front Street and Front Street from Main Street to Third Street.

RESOLUTION # 04-2023-25

RESOLUTION approving the Memorandum of Agreement from the Kalmar Nyckel Foundation for their Tall Ship to be docked at the Railroad Dock during August 1, 2023 to August 14, 2023. Subject to a formal agreement to be drafted by the Village Attorney in consultation with Mayor Stuessi and Trustee Brennan.

RESOLUTION # 04-2023-26

RESOLUTION authorizing the attendance of any interested Board Member or Management Staff Member at the SCVOA Municipal Training session from 5:30 p.m. through 9:30 p.m. on May 10, 2023 at the Hilton Long Island Huntington in Melville, New York at a cost of \$ 65.00 per person for the session and dinner, and with mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy; and expensed from the corresponding account(s).

MAYOR**RESOLUTION # 04-2023-27**

Motion to appoint Deputy Mayor, Mary Bess Phillips as Village Liaison to the Village of Greenport Fire Department for a term of one (1) year.

RESOLUTION # 04-2023-28

Motion to appoint Village Administrator Paul J. Pallas as Village Safety Officer for a term of one (1) year.

RESOLUTION # 04-2023-29

Motion to re-appoint John Saladino as Chairperson of the Village of Greenport Zoning Board of Appeals, for term of one (1) year.

VILLAGE ATTORNEY**RESOLUTION # 04-2023-30**

RESOLUTION approving the retainer submitted by Sokoloff Stern LLP to represent the Village of Greenport and respondents in the matter of Avella v. Village of Greenport et. al, pursuant to a retainer agreement dated April 24, 2023 and authorizing Mayor Stuessi to sign the retainer.

RESOLUTION # 04-2023-31

RESOLUTION authorizing the Village of Greenport to go out to public bid for the costs of demolition, debris removal and grading to remove the unsafe structures and public nuisances existing at the properties 320 Johnson Avenue and 224 North Street, Village of Greenport.

RESOLUTION # 04-2023-32

RESOLUTION authorizing the Village Attorney to make an application for a Court order authorizing the Village of Greenport to demolish and remove the unsafe structures located at 320 Johnson Court and 224 North Street, Greenport and for the Village to remove the structures upon a certification by an engineer that the structure is unsafe.

VOUCHER SUMMARY**RESOLUTION # 04-2023-33**

RESOLUTION approving all checks per the Voucher Summary Report dated April 25, 2023, in the total amount of \$1,040,696.80 consisting of:

- o All regular checks in the amount of \$919,208.01, and
- o All prepaid checks (including wire transfers) in the amount of \$121,488.79.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING CONTRACTS FOR
LEAD DUST AND PAINT ABATEMENT
AND CERTIFICATION

WHEREAS the Village of Greenport has obtained quotations from Restoration Experts of NY, Inc. for the abatement of lead dust and paint and from CNS Environmental Corp. for the monitoring and certification of the abatement work to be done by Restoration Experts of NY, Inc. at the Greenport Carousel, 115 Front Street, Greenport, New York; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the abatement and testing based on the potential for impacts to the public and decided to proceed with the consideration of the two proposals as an emergency action under the Village of Greenport procurement policy, pending consideration and review of the potential of impacts on the environment as may be determined by a proper SEQRA review; it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the grant application; and it is further

RESOLVED that the Board of Trustees hereby determines that the consideration and approval of the two agreements, and the lead paint dust and paint abatement and testing work to be done under the two contracts is an Unlisted Action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the contracts and the abatement and testing work to be done at the Carousel; by the Village of Greenport;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: _____

Against: _____

Abstain: _____

Dated: April 25, 2023

MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD SECTOR LONG ISLAND SOUND
AND
GREENPORT FIRE
DEPARTMENT
REGARDING
STANDARD OPERATING PROCEDURES WHEN TRAINING OR OPERATING IN
SUPPORT OF COAST GUARD MARITIME SEARCH AND RESCUE AND OTHER
COAST GUARD MISSIONS

1. **PARTIES:** The parties to this Agreement are United States Coast Guard (USCG) Sector Long Island Sound and the Greenport Fire Department.

2. **AUTHORITY:** This Agreement is authorized under the provisions of:
 - a. 14 U.S.C. § 141. Cooperation with other agencies, States, territories, and political subdivisions.

 - b. 33 CFR 6.04-5. Federal On-Scene Coordinator.

 - c. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000.

 - d. COMDTINST M16130.2F, U.S. Coast Guard Addendum to the U.S. National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual.

3. **PURPOSE:** The purpose of this Agreement is to outline the tactics and training that signatories will follow in support of maritime search and rescue responses and other Coast Guard missions. The goal of this agreement is to standardize training, foster interagency relationships, promote the effective use of personnel, encourage cooperative effort, and ensure the timely interchange of information to permit proper planning, communication, and execution of maritime responses.

4. **RESPONSIBILITIES:**
 - a. **The United States Coast Guard:**
 - 1) All maritime search and rescue operations involving the Coast Guard will be under the tactical control of USCG Sector Long Island Sound as the Search and Rescue Mission Coordinator (SMC) per authorities stated above in paragraph 2. Situations involving a missing person, death, drowning or accident will be coordinated by the appropriate local incident commander in accordance with current procedures. When Greenport Fire Department is responding to assist in joint operations will work within one unified command post and coordinate communications or operations in accordance with the incident command system.

 - 2) Any pollution or hazmat response required as a result of a maritime event, such as a vessel fire or vessel sinking, will be coordinated through USCG Sector Long Island Sound as the pre-designated Federal On-Scene Coordinator and the responding agencies/local incident commander per the National Contingency Plan/Area Contingency Plan. When the Greenport Fire Department is responding to assist in joint operations they will work within one unified command post and coordinate communications/operations with the local incident commander in accordance with the incident command system. State notifications will be as per existing policies and guidelines.

 - 3) USCG Sector Long Island Sound will verify, make available, and provide initial standardized training and annual refresher training to members of the Greenport Fire Department's marine units. The training will include, but is not limited to, search and rescue, search planning methods, personal protective equipment (PPE), and execution of search patterns.

- 4) USCG Sector Long Island Sound will support local Fire Departments in the event of a maritime fire. Fires onboard vessels moored or anchored within the respective fire department's district (Area of Responsibility) or on waters adjacent to the appropriate fire district will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 5) Fires onboard vessels underway or anchored outside the local fire district will be under the control of USCG Sector Long Island Sound and coordinated with the chief of the closest fire department and the local marine police unit. State notification will be as per existing policies and guidelines.

b. State, Local or Individual Agency:

- 1) All Greenport Fire Department vessel operations in support of USCG missions, including prerequisite training, will be conducted in accordance with the guidance and training received from the USCG. Accordingly, Greenport Fire Department's vessels and crew will attend initial standardized training and annual refresher training provided by the local Coast Guard Stations, or as validated by USCG Sector Long Island Sound regarding maritime search and rescue. Without such training a Greenport Fire Department's asset cannot be used within the Coast Guard's SAROPS program for determining "Probability of Success," and shall be considered an invalid asset for support to the Coast Guard search and rescue mission due to an increased risk through invalidated training.
- 2) All Greenport Fire Department vessel operations, including training, are expected to comply with the proper PPE standards based on the prevalent conditions as addressed during training and listed on the risk/hazard assessment. Greenport Fire Department will be responsible for establishing, procuring, training, and enforcing use of their PPE, which includes wearing lifejackets at all times when operating, or serving as a crewman on an agency vessel.
- 3) Fires onboard vessels moored or anchored within the respective fire department's district (Area of Responsibility) or on waters within the appropriate fire district, according to local boundaries, will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 4) Anytime a Greenport Fire Department vessel is underway engaged in operations under the tactical control of USCG Sector Long Island Sound, communications will be shifted to the Coast Guard On-Scene Coordinator or nearest Coast Guard unit for monitoring and a communication schedule will be established. If encrypted AIS is deployed then the Greenport Fire Department vessels should use encrypted mode (Secured TX) as the default operating mode.
- 5) Any pollution or hazmat response required as a result of a maritime event, such as a vessel fire or vessel sinking, will be coordinated through USCG Sector Long Island Sound as the pre-designated Federal On-Scene Coordinator and the responding agencies/local incident commander per the National Contingency Plan/Area Contingency Plan. When Greenport Fire Department is responding to assist in joint operations they will work within one unified command post and coordinate communications/operations with the local incident commander in accordance with the incident command system. State notifications will be as per existing policies and guidelines.

c. Diving Agencies:

- 1) Diving operations at scenes of accidents, drowning, or missing persons will be conducted under the coordination of the Incident Commander in the jurisdiction in which the event occurs. State notification **will** be per existing policies and guidelines.

5. POINTS OF CONTACT:

Commander,
USCG Sector LIS
120 Woodward Ave
New Haven, CT06512
(203) 468-4401
SectorLISCommandCenter@uscg.mil

Officer in Charge
USCG Station Jones Beach
1 West End Boat Basin
Freeport, NY 11520
(516) 785-2995

Officer in Charge
USCG Station New Haven
120 Woodward Ave
New Haven, CT 06512
(203) 468-4495

Officer in Charge
USCG Station Fire Island
1 Rescue Rd
Babylon, NY 11702
(631) 661-9101

Officer in Charge

Officer in Charge

USCG Station Eatons Neck
12 Lighthouse Rd.
Northport, NY 11768
(631) 261-6959

USCG Station Montauk
69 Star Island Rd
Montauk, NY 11954
(631) 668-2773

Commanding Officer

USCG Station New London
100 Bowditch St
New London, CT 06320
(860) 442-4477

Commanding Officer

USCG Station Shinnecock
100 Foster Ave
Hampton Bays, NY 11946
(631) 728-00780

Rev 3.0, Last Updated: 01 June, 2021

**MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD SECTOR LONG ISLAND SOUND
AND
GREENPORT FIRE
DEPARTMENT
REGARDING
STANDARD OPERATING PROCEDURES WHEN TRAINING OR OPERATING IN
SUPPORT OF COAST GUARD MARITIME SEARCH AND RESCUE AND OTHER
COAST GUARD MISSIONS**

6. **CONFLICT OF LAW:** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Coast Guard or Department of Homeland Security or the Greenport Fire Department listed in this Agreement. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
7. **REIMBURSEMENT:** The parties understand that this Agreement does not obligate any signatory to pay or reimburse another for any activities undertaken pursuant to this Agreement, if any, unless such payment reimbursement is approved in advance in accordance with applicable Federal procurement regulations. Absent such prior approval, each entity listed shall bear its own costs incurred while providing assistance, including, but not limited to, costs related to fuel, maintenance, personnel costs, or post-assistance actions. Nothing herein, however, shall be construed as limiting an entity's ability to seek or receive grants or other funding from the Federal government, State government, the subject of the response, or another source as applicable by law.
8. **NO AGENCY CREATED:** No agency relationship is created by the Agreement. Non-Federal personnel shall not be deemed Federal officers, employees of the Federal government, as defined and provided for in Title 5 of the *United States Code*, for any purposes. They shall not be deemed a Federal employee for the purposes of any law or regulation administered by the Federal Office of Personnel Management, nor shall any such member listed be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this Agreement creates any employment status or requires Coast Guard Sector Long Island Sound to provide any employment or disability benefits to any employee.
9. **INDEMNIFICATION:** The Coast Guard does not agree to indemnify the Greenport Fire Department, or its member(s), for any matter arising out of activities related to this Agreement; as such a promise would violate Federal law. See 31 U.S.C. § 1341.
10. **EFFECTIVE DATE:** The terms of this agreement will become effective upon execution of this memorandum and upon written acceptance all signatures on this agreement.

11. **MODIFICATION:** This agreement may be modified upon mutual written consent of the parties.

12. **TERMINATION:** The terms of this agreement, as modified with the consent all applicable parties, will remain in effect, unless terminated by either party, for two years from the date signed. The agreement may be extended by mutual written agreement of the parties. Either party, upon 14 days written notice to the other party, may terminate this agreement.

APPROVED BY:

Greenport Fire Department

NAME HERE

Chief, Greenport Fire
Department

Date:.....

UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY

U.S. COAST GUARD

EVA VANCAMP

Captain, U.S. Coast Guard

Commander, Sector Long Island

Sound Date:

BID FORM

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023

Village of Greenport
236 Third Street
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder:

M.D.B construction Corp

Address of Bidder:

5 split Rail Pl company NY 11725

EIN No:

20-1760490


Contact Phone No,

631-499-5850

Contact E-Mail:

DiBella Roof@Verizon.net

Signature:



Signed By (printed name):

Michael DiBella

Title:

President

Date:

3-1-23

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023

BID FORM (CONTINUED)

Name of Bidder:

M.D.B CONSTRUCTION CORP

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023

GENERAL DESCRIPTION OF WORK: The work to be performed consists principally of the repair of, or replacement and removal of, roofing shingles along with associated replacement and repairs to deteriorated underlying wood sheathing as per the attached specifications in Exhibit A.

PROPERTY NAME(S)	Repair Lump Sum Price: Includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)	Replacement Lump Sum Price: Includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)
Wastewater Treatment Plant lab and office			Twenty three thousand four hundred	23,400.00
Wastewater Treatment Plant polymer and storage building			Twelve thousand six hundred	12,600.00
Wastewater Treatment 6 th Street and Claudio's pump stations:			Six thousand five hundred	6,500.00
Station Two Fire House (Flint Street)			Twenty eight thousand four hundred	28,400.00
Village Hall roof main Building			Five thousand two hundred	5,200.00
Village Hall exterior sloped basement entrance			Five thousand two hundred	5,200.00
Road Barn Annex Building (Sixth Street)			Sixteen thousand six hundred	16,600.00

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF
GREENPORT LOCATIONS - 2023

BID FORM (CONTINUED)

Name of Bidder: ADB Contractors Corp

Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to furnish F.O.B. Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

Liquidated damages in the amount of \$200.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.

Signature: [Handwritten Signature]

Title: President

Date: 3-1-23

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 4 Trans Type: B2 - Amend Status: Batch
 Trans No: 5173 Trans Date: 04/26/2023 User Ref: STEPHEN
 Requested: R. ALBANESE Approved: Created by: STEPHEN 04/26/2023
 Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND A FENCE TO PLACE
 AROUND MITCHELL PARK AND CAROUSEL TRANSFORMERS Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	12,100.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	12,100.00
Total Amount:		<u>24,200.00</u>

April 11, 2023

Mr. Paul J. Pallas, P.E.
Village Administrator
Village of Greenport
236 Third Street
Greenport, NY 11944
Via E-mail: pjpallas@greenportvillage.org

**RE: Additional Professional Engineering Services Request #1 to Amend the Feasibility Study for the Reuse of Effluent From the Village of Greenport's Wastewater Treatment Plant – 2022 per NYSDEC to Procure Grant Funds from NYSEFC
H2M Project No.: GRPT2101**

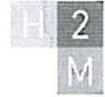
Dear Mr. Pallas, P.E.,

H2M architects + engineers (H2M) is pleased to submit this proposal to the Village of Greenport (Village) to provide additional professional engineering services to amend the Feasibility Study for the Reuse of Effluent from the Village of Greenport's Wastewater Treatment Plant (Feasibility Study), dated 2022 per NYSDEC to procure grant funds from NYSEFC. After completion of the Feasibility Study, NYSDEC requested the Village to amend the document to include the following information before NYSEFC Engineering Planning Grant (EPG) funds, which have already been allocated for this project, can be released to the Village:

1. A map showing any environmental justice areas. If there are none within the project area, please state so.
2. A filled-out engineering report certification.
3. A filled-out smart growth assessment form.
4. Geological conditions (soil type, depth to bedrock and groundwater, slope if significant).
5. Floodplain considerations.
6. Populations trends and growth
 - a. US Census data for the last 20 years, or the Period of Probable Usefulness (PPU), if available.
 - b. Discuss any planned or anticipated development.
7. History of damage due to storm or flood impacts, including elevation of floodwaters.
8. Briefly provide information regarding sources of income, current rate schedules, other capital improvement programs, and status of existing debts and required reserve accounts.
9. The report should clarify that a new SPDES permit will be needed, not a modification to the existing one. This new permit will require a full technical review by NYSDEC and will require a public comment period. These two reviews should take approximately 60 days and should be reflected in the project schedule. Any other necessary permits and/or approvals needed before approval of design comments should be noted and be included in the schedule.
10. Include descriptions of planned community engagement.
11. Discuss anticipated procurement methods and plan of contracts.

In addition to the above listed scope items, H2M will also plan to attend one (1) virtual format meeting with NYSDEC to review the amended information prior to finalizing the resubmission of the Feasibility Study for release of EPG funds.

Approval of this request for the additional professional engineering services would be considered the first amendment to the scope of services performed under our standing agreement with the Village. H2M proposes to provide the scope of services summarized above based on an hourly rate basis with an initial not-to-exceed budget of **\$3,500**. This initial budget would not be exceeded without prior written authorization from the Village. A copy of our rate schedule has been included at the end of this letter for your reference.



Outside expenses, if incurred, such as express mailings, photocopies, purchase of documents from agencies, etc. will be billed as reimbursable expenses at our direct cost. Mileage, if incurred, will be billed at the current rate authorized by the Internal Revenue Service (IRS). Invoices will be issued monthly and include a detailed description of services and a breakdown of reimbursable expenses.

The offer to perform the proposed services shall remain open for ninety (90) days from the date of this letter. Time extension for this proposal shall be in writing only. Upon receipt of Village authorization, we will commence work on this amendment.

Thank you for the opportunity to continue to assist the Village on this important project. Please feel free to contact me at (631) 756-8000 ext. 1428 should you have any questions or require additional information.

Very Truly Yours,

H2M architects + engineers

Nicholas F. Bono, P.E.
Assistant Vice President
Deputy Director – Wastewater Engineering

Cc: Christopher A. Weis, P.E. (H2M)



2023 Rate Schedule

Classification	Rate
MARKET DIRECTOR	\$300
OFFICE DIRECTOR	\$300
PRACTICE LEADER/MANAGER-ENG	\$270
DEPUTY DISCIPLINE DIRECTOR	\$255
SR. PROJECT ENGINEER 1	\$190
PROJECT ENGINEER 2	\$170
STAFF ENGINEER 2	\$130

Rates updated annually in January

April 13, 2023

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date") between the Village of Greenport ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The Village acknowledges and agrees that most tasks requested by the Village will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Village hereby authorizes the Village Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]


SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

VILLAGE OF GREENPORT

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Tom Cartwright

Title: _____

Title: Vice President

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The Village acknowledges and agrees that most tasks requested by the Village will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

Bond Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.

Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.

- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

EFC Financings:

- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.

Lease Financings:

- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

Continuing Disclosure:

- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B

FEES AND EXPENSES

The fee for preparation and filing of the Statement of Annual Financial and operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$3,500. There is no charge for the filing of material event notices.

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$9,500 for each bond issue with an Official Statement and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - \$16,500 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$3,500 for each note and \$0.45 per \$1,000 thereafter; Lease Financings - \$6,500 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 due upon closing of short-term financings and an additional \$12,500 due upon closing of the long-term financings. The fee for general consulting services will be \$225 per hour with the terms of the service agreed upon prior to the engagement.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction.

It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fees for our services include all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, rating agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or note take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

Fixed Fee

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Contingent Compensation

Certain fees to be paid by the Village to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

Other Material Conflicts of Interest

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

Jeanmarie Oddon

From: jwpgreenport@aol.com
Sent: Tuesday, April 25, 2023 2:05 PM
To: Jeanmarie Oddon; Stephen Gaffga
Subject: Fwd: Munistat Agreement attached
Attachments: GreenprortVL Agreement 2023.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Purple category

here is the munistat agreemnet for the agenda

-----Original Message-----

From: jwprokopesq@aol.com <jwprokopesq@aol.com>
To: jwpgreenport@aol.com <jwpgreenport@aol.com>
Sent: Tue, Apr 25, 2023 1:47 pm
Subject: Fw: Munistat Agreement attached

----- Forwarded Message -----

From: Noah Nadelson <nnadelson@munistat.com>
To: jwprokopesq@aol.com <jwprokopesq@aol.com>; jmoddon@greenportvillage.org <jmoddon@greenportvillage.org>
Cc: Tom Cartwright <tcartwright@munistat.com>
Sent: Tuesday, April 25, 2023 at 01:23:00 PM EDT
Subject: Munistat Agreement attached

Noah Nadelson
Chief Executive Officer
Munistat Services, Inc.
12 Roosevelt Avenue
Port Jefferson Station, NY 11776
Office - 631-331-8888
Cell - 631-245-0599
Fax - 631-331-8834
nnadelson@munistat.com



BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION APPROVING AND AUTHORIZING
MAYOR STUESSI TO SIGN A RETAINER AGREEMENT WITH
SOKOLOFF STERN LLP

WHEREAS the Village of Greenport has received an Article 78 petition in the matter of Avella v. Village of Greenport, et al, and it is necessary for the Village to retain the services of counsel to defend the interests of the Village in that proceeding; and

WHEREAS the firm of Sokoloff Stern LLP is representing the Village of Greenport in a related matter with the similar claims and parties; and

WHEREAS Sokoloff Stern LLP has submitted a retainer for consideration to represent the Village of Greenport in the matter of Avella v. Village of Greenport et. al, a copy of which is attached to this resolution; and

WHEREAS the Board of Trustees has determined it is in the best interest of the Village of Greenport that the Board of Trustees retain Sokoloff Stern LLP to represent the Village in this matter; it is therefore

RESOLVED that the Board of Trustees hereby approves the retainer agreement submitted by Sokoloff Stern LLP on April 24, 2023 and authorizes Mayor Stuessi to sign the retainer.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: _____

Against: _____

Abstain: _____

Dated: April 25, 2023

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE VILLAGE OF GREENPORT
TO PUBLICLY BID FOR PROPOSALS FOR THE
DEMOLITION OF REMAINING STRUCTURES
AND REMOVAL OF DEBRIS AND GRADING OF
TWO PROPERTIES IN THE VILLAGE

WHEREAS Chapter 90 Nuisances of the Greenport Village Code provides that a building or property that has been declared to be unsafe and a premises that constitutes a public nuisance under the criteria of Chapter 90 may be declared a public nuisance and then after certain actions and procedures, and notifications to the owner, an unsafe structure or condition on the property may be demolished and removed, and the property graded, by the Village, if the owner of the property does not comply with the notice of public nuisance; and

WHEREAS two properties in the Village of Greenport, 320 Johnson Court, and 224 North Street, have been determined to be public nuisances and unsafe, requiring the demolition of the structures or portions of structures that are remaining on the properties in the event that the respective owners do not correct or remove the nuisances on the properties pursuant to posted notices; and

WHEREAS it is necessary to publicly bid the cost of the demolition, clearing and grading of the two properties as the total cost of that work is expected to exceed the threshold for public bidding under the Village procurement policy and the New York State General Municipal Law; it is therefore

RESOLVED that the Board of Trustees hereby authorizes the Village of Greenport to publicly bid the cost of demolition, clearing and grading the properties 320 Johnson Court and 224 North Street, which are in the process of the notification of public nuisance pursuant to Chapter 90, and further directs that the Village issue and undertake that public bidding process for the described work.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In favor: _____

Against: _____

Abstain: _____

Dated: April 25, 2023

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE VILLAGE OF GREENPORT
TO OBTAIN A COURT ORDER FOR THE DEMOLITION AND
REMOVAL OF AN UNSAFE STRUCTURE LOCATED AT
224 NORTH STREET, VILLAGE OF GREENPORT

WHEREAS Chapter 90 Nuisances of the Greenport Village Code provides that a building or property that has been declared to be unsafe and a premises that constitutes a public nuisance under the criteria of Chapter 90 may be declared a public nuisance and then after certain actions and procedures, and notification to the owner, a court order may be obtained ordering that a structure remaining on the premises may be demolished and removed and the property graded by the Village, if the owner does not comply with a notice of public nuisance; and

WHEREAS the property 224 North Street, Greenport, has been determined to be a public nuisance within the criteria of Chapter 90 of the Greenport Village Code, and the Village of Greenport has requested that an engineer provide a certification as to whether the structure on the property is unsafe; and

WHEREAS it is the intention of the Village of Greenport to demolish the structure on the property 224 North Street, upon a determination that the building is unsafe, in the event that the owner of the property does not correct or remove the nuisance; and

WHEREAS pursuant to Chapter 90 of the Greenport Village Code the Village of Greenport is required to obtain an order from a Court in order to demolish an unsafe building or structure; it is therefore

RESOLVED that the Board of Trustees hereby authorizes Village Attorney Prokop to take the necessary actions on behalf of the Village of Greenport to obtain a Court order allowing the Village of Greenport to demolish and remove the structure located on the property 224 North Street, Greenport, New York.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: _____
Against: _____
Abstain: _____

Dated: April 25, 2023