



**February 28, 2019 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

VILLAGE

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

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Catherine Ann Napier

ANNOUNCEMENTS

- The annual tax lien sale will be held at 10:00 a.m. on March 12, 2019 at Village Hall.
- The Village General Election, to fill the position of Mayor and two Trustees, will be held on March 19, 2019. Polls will be open from 6:00 a.m. through 9:00 p.m. at the Third Street Fire Station, Third and South Streets.
- Kindly note that – for your personal safety and that of your family – it is best to ensure the legibility of the street number(s) at your house location.

LIQUOR LICENSE APPLICATONS

- Alteration Application for PWIB Claudio Management LLC for the parking lot property located at 111 Main Street
- Class Change Application for PWIB Claudio Management LLC for the property located at 111 Main Street

PUBLIC HEARINGS

- Wetlands Permit Application submitted by Stephen Bull and Teresa Svoboda to raise the existing building on the property at 24 Sandy Beach Road

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 02-2019-1**

RESOLUTION adopting the February, 2019 agenda as printed.

RESOLUTION # 02-2019-2

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

VILLAGE ADMINISTRATOR**RESOLUTION # 02-2019-3**

RESOLUTION authorizing the attendance of Paul Pallas at the NYAPP Albany Lobby Day meetings on March 5, 2019 and March 6, 2019, at a lodging cost of \$ 220 per night plus all standard mileage and meal reimbursements in accordance with the Village of Greenport Travel Policy; to be expensed from account E.078.100 (Executive Department).

RESOLUTION # 02-2019-4

RESOLUTION ratifying the hiring of Sean Fink effective January 23, 2019 as a seasonal, part-time Ice Rink Skate Guard and Carousel employee, at a pay rate of \$ 12 per hour.

VILLAGE TREASURER**RESOLUTION # 02-2019-5**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4085, to appropriate reserves to fund sludge removal, and directing that Budget Amendment #4085 be included as part of the formal meeting minutes for the February 28, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 02-2019-6

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4086, to appropriate reserves to fund Third Street curb and sidewalk repairs, and directing that Budget Amendment #4086 be included as part of the formal meeting minutes for the February 28, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 02-2019-7

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4087, to appropriate reserves to fund electrical testing at the Power Plant, and directing that Budget Amendment #4087 be included as part of the formal meeting minutes for the February 28, 2019 regular meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 02-2019-8

RESOLUTION approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 5 p.m. through 10 p.m. from August 3, 2019 through August 5, 2019 for the annual Shakespeare in the Park performances.

RESOLUTION # 02-2019-9

RESOLUTION approving the Public Assembly Permit Application submitted by Tor Torkelson on behalf of the True Light Church for the use of a portion of the Polo Grounds at Moore's Lane from 11:00 a.m. through 2:00 p.m. on May 31, 2019 (for set-up), June 1, 2019 (for the actual annual Hope Day family event), and June 2, 2019 (for the dismantling process).

RESOLUTION # 02-2019-10

RESOLUTION authorizing the attendance of Gregory Morris at the 2019 Stony Brook University Codes Conference from June 4, 2019 through June 6, 2019 for the requisite annual training, at a registration cost of \$ 300 plus all standard mileage and meal reimbursements in accordance with the Village of Greenport Travel Policy; to be expensed from account A.1113.400 (Parking Enforcement).

RESOLUTION # 02-2019-11

RESOLUTION authorizing the attendance of Thomas Wood at the Metering I Program sponsored by the Northeast Public Power Association on: March 25, 2019, April 29, 2019, May 20, 2019 and June 10, 2019; at a registration cost of \$ 875 and a lodging cost of \$ 155 per night plus all standard mileage and meal reimbursements in accordance with the Village of Greenport Travel Policy, to be expensed from account E.0714.340 (Electric Miscellaneous).

RESOLUTION # 02-2019-12

RESOLUTION approving an increase in the hourly wage rate for Karen Rotan, from \$ 15.00 to \$ 18.00 per hour, effective March 6, 2019 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) – Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2019-13

RESOLUTION approving an increase in the hourly wage rate for Douglas Rocco, from \$ 21.95 to \$ 24.29 per hour, effective March 6, 2019 owing to the completion of certification classes, per Article VII (Salaries and Compensation), Section 9 (c) – Earned Credits – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2019-14

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2019 amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 132 (Vehicles and Traffic) to be an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration, determining that the approval of the Local Law will not have a significant negative impact on the environment.

RESOLUTION # 02-2019-15

RESOLUTION adopting Local Law # _____ of 2019, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic), regarding the establishment of a time limit for parking at the Fourth Street Parking lot, which time is to be a maximum of seventy-two (72) hours.

RESOLUTION # 02-2019-16

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Costello Marine Contracting Corporation on behalf of Research Charters, Inc. for the property at 204 Carpenter Street, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment.

RESOLUTION # 02-2019-17

RESOLUTION approving the Wetlands Permit Application submitted by Costello Marine Contracting Corporation on behalf of Research Charters, Inc. for the property at 204 Carpenter Street, Greenport, New York, 11944, to perform the following work:

North Wall: Construct 246' of new bulkhead 18" seaward of existing bulkhead.

East Wall: Repair existing pier as necessary, and construct 100' of new bulkhead 18" seaward of existing bulkhead.

South Wall: Construct 125' of new bulkhead 18" seaward of existing bulkhead. Construct 68'4" of new bulkhead along face of existing building section located over water on piling. Remove existing 3'x12' fixed dock; 96' of existing bulkhead and 135 cubic yards of fill. Construct 85' of new bulkhead in new location, and

Fill: Fill all void areas landward of existing bulkheads and areas between old and new bulkhead.

The approved Wetlands Permit shall have a term of two (2) years from the date of approval. The applicant may renew the permit for an additional two (2) years by letter request to the Board of Trustees, which may be approved by resolution, without a further public hearing.

RESOLUTION # 02-2019-18

RESOLUTION directing PWIB Claudio Real Estate LLC to remedy the hazardous conditions existing as a result of an inadequate number of pilings, by installing approximately 24 new pilings, per Chapter 142 (Wetlands, Flood Plains and Drainage), Section 10 (Existing or prior conditions) of the Village of Greenport Code.

RESOLUTION # 02-2019-19

RESOLUTION scheduling a public hearing for March 28, 2019 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by PWIB Claudio Real Estate, LLC per the attached "Proposed Work Description" with the exception of the Deck Area, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 02-2019-20

RESOLUTION approving the request of Safe Harbor Marina to contract labor for, and pay for, the dredging of Stirling Harbor, at no cost to the Village of Greenport, with the Village of Greenport responsible for obtaining any and all corresponding required permits, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Safe Harbor Marina.

RESOLUTION # 02-2019-21

RESOLUTION approving the attached quotation submitted by A&F Electrical Testing, Inc. regarding the scopes of work for testing of the Power Plant Outdoor Substation and indoor Power Plant equipment in the total amount of \$ 32,750, to be expensed from account E.0352 (Transmission Substation Equipment), and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and A&F Electrical Testing, Inc.

RESOLUTION # 02-2019-22

RESOLUTION approving the attached estimate submitted by DeAI Concrete Corporation for the construction of curbs and sidewalks on Third Street in the total amount of \$ 16,841.80, to be expensed from account H.5110.200 (Road Construction), and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DeAI Concrete Corporation.

RESOLUTION # 02-2019-23

RESOLUTION approving the attached Host Site Agreement for Electric Vehicle Direct Current Fast Charger Project submitted by the Power Authority of the State of New York to install electric vehicle supply equipment hardware on property owned by the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Power Authority of the State of New York.

RESOLUTION # 02-2019-24

RESOLUTION approving the attached Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. regarding the New York Association of Public Power 2019-2020 Scope of Work, and authorizing Mayor Hubbard to sign the Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C.

VOUCHER SUMMARY**RESOLUTION # 02-2019-25**

RESOLUTION approving all checks per the Voucher Summary Report dated February 22, 2019 , in the total amount of \$ 480,330.50 consisting of:

- o All regular checks in the amount of \$ 382,923.44, and
- o All prepaid checks (including wire transfers) in the amount of \$ 97,407.06.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 4085 Trans Date: 02/12/2019 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 02/12/2019
 Description: APPROPRIATE RESERVES TO FUND SLUDGE REMOVAL AT THE Account # Order: No
 WASTEWATER TREATMENT PLANT Print Parent Account: No

Account No.	Account Description	Amount
G.8130.404	SLUDGE REMOVAL,	50,000.00
G.5990	APPROPRIATED FUND BALANCE	50,000.00
Total Amount:		100,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4086 Trans Date: 02/13/2019 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 02/13/2019
Description: TO APPROPRIATE RESERVES TO FUND THIRD STREET CURB AND SIDEWALK REPAIRS
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	17,000.00
A.8843.900	TRANSFER TO CAPITAL..	17,000.00
H.2816.500	TRANSFER FROM GENERAL..	17,000.00
H.5110.200	ROAD CONSTRUCTION..	17,000.00
Total Amount:		68,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2019	Period:	2	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4087	Trans Date:	02/13/2019	User Ref:	ROBERT		
Requested:	P. PALLAS	Approved:		Created by:	ROBERT		02/13/2019
Description:	TO APPROPRIATE RESERVES TO FUND THE ELECTRICAL TESTING AT THE LIGHT PLANT					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	47,500.00
E.0352	TRANSM SUBSTATION EQUIPMENT	47,500.00
Total Amount:		95,000.00

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132
(VEHICLES AND TRAFFIC)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code to improve available parking for the residents of the Village and their guests and other visitors to the Village by limiting timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Chapter 132 (Vehicles and Traffic) and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; is an Unlisted Action for purposes of SEQRA;

Will not have a significant negative impact on the environment in the action, and;
Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage

problems, and;

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

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

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

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

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

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

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

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

Upon motion by Trustee / seconded by Trustee

this resolution is carried as follows:

Dated: January 28, 2019

January 23, 2019

LOCAL LAW NO. OF THE YEAR 2019
AMENDING SECTION 132-54A SCHEDULE XVI LIMITED TIME PARKING
AND SECTION 132-37(B) PENALTIES
OF THE GREENPORT VILLAGE CODE
TO SET A LIMITED TIME FOR PARKING IN THE MTA PARKING LOT

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 132-54A
 - 2.2 Rescission of Section 132-37(B)
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2019 Amending Section
132-54A Schedule XVI Limited Time Parking of the Greenport Village Code to Set a
Limited Time on Parking in the MTA Lot.

- 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 2019, 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 improve available parking for the residents of the Village and their guests and other visitors to the Village.

2.0 General Provisions.

2.1 The following language shall be added to Section 132-54A Limited Time Parking of the Greenport Village Code:

"Name of Street	Sides	Time Limit	Hours	Location
Fourth Street	Parking Lot	72 Hours	All Times	MTA Parking Lot"

2.2 Rescission of Section 132-37(B)

Section 132-37(B) of the Greenport Village Code is hereby rescinded and deleted and Section 132-37(B) is reserved for further use.

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

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF COSTELLO MARINE CONTRACTING CORPORATION ON BEHALF OF
RESEARCH CHARTERS, INC.

WHEREAS an application for a wetlands permit approval was filed by Costello Marine Contracting Corporation as applicant on behalf of research Charters, Inc. with the Board of Trustees of the Village of Greenport; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: January 28, 2019

Attachment to Wetland Application

Client: PWIB Claudio Real Estate, LLC
Location: 111 Main Street, Greenport, NY 11944
SCTM #1001-5-4-38.1

PROPOSED WORK DESCRIPTION

- Deck Area:** Remove existing top deck structures, decking, support timbers and framing as needed to allow the installation of 24 new support piling. Replace support structure timbers and decking. Replace deck structures removed. All removed materials will be reused where possible or replaced with similar.
- Area 'A':** Remove existing 10"x10" top wale. Remove the top 4' of existing sheet steel sheathing and existing face piling. Construct 230' of new bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked in sand (approximately 56 cubic yards). Replace asphalt pavement disturbed.
- Area 'B':** Remove existing concrete slab as needed. Construct 42' of new steel bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked-in sand (approximately 16 cubic yards). Replace concrete slab area disturbed.
- Area 'C':** Construct 52' of new bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked-in sand (approximately 40 cubic yards). Replace asphalt pavement disturbed. Replace safety railings.

RECEIVED
FEB 06 2011



A & F Electrical Testing, Inc.

P O Box 446
St James, NY
11780-0446
Tel 631-584-5625

Fax 631-584-5720

80 Broad Street 5th Floor
New York, NY
10004
Tel 212-837-7744

January 2, 2019

Village of Greenport

236 3rd St.

Greenport, NY 11944

Attn: P. Pallas/D. Jacobs

RE: Electrical Testing of Various Equipment Quote # 1901001 Rev 0

A&F Electrical Testing Inc. is pleased to submit for your consideration this proposal for the work scope as listed below. Our fee for the services provided is listed below each section of the work scope for your use. All of our fees exclude taxes and permitting charges.

Work Scope

Outdoor Substation

1. Maintenance and testing of 11 medium voltage circuit breakers. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification.
2. Maintenance and testing of 20 protective relays including. This includes the following:
 - a. Feeder protection relays.
 - b. IAC 51 Over current relays

Plant equipment

1. Maintenance and testing of 1-15KV medium voltage circuit breaker. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification.
2. Maintenance and testing of 5-5KV medium voltage circuit breaker. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification. (not included on 52L2S)
3. Maintenance and testing of 7 protective relays including. This includes the following:
 - a. Generator protection relays.
 - b. Bus differential relay.
 - c. Protective relays for 52L2P and 52L2S.

Our fee outdoor substation and plant work scope is \$32,750.00.

This work scope has allowances for switching support out of normal hours and assumes switching between utility feeder #1 and #2 is permitted as needed.

Suggested additional work for this work scope includes the following:

1. Maintenance and testing of substation batteries.
2. Maintenance and testing of transformer #2.

Our fee for this section of work scope is \$14,750.00.

Report

1. A copy of our written report in electronic format. Our reports take up to 10 weeks to prepare. Reports that are required to be produced on an expedited basis may result in additional charges.

Conditions:

1. We will be testing the items above as per the NETA Maintenance Testing Specifications.
2. Development of testing plans and onsite job meetings are not included.
3. Panel covers that have latent damage, missing hardware, broken latches and or hinges are the responsibility of others.
4. All equipment must be readably accessible from the ground or finished floor. Working at heights greater than 3 feet AFF is specifically excluded. The area adjacent to the equipment must be clean and free of debris.
5. All additional work will be requoted.
6. No allowance is made for asbestos, PCB or any other type of hazardous material. This proposal is based on the work area being acceptable to the supervisor assigned to this project by A & F. It shall be his or her sole discretion whether the work area is an acceptable work environment.
7. Jobsite security shall be the responsibility of others.
8. Attendance of witnesses for observation is the responsibility of others
9. No allowance is made for temporary office space.
10. On site safety training is not included.
11. There is no allowance for acceleration.
12. There is no allowance for work outside our normal work day unless specifically mentioned. There is no allowance for work performed on Sundays or Holidays.
13. This proposal includes 2 pages and is valid for 30 days.
14. We reserve the right to reject any purchase order or subcontract with or without cause.

Terms:

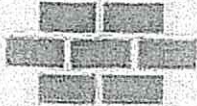
1. Payment terms on request. Our normal payment terms are 20 days after receipt of invoice.
2. There is an interest charge of 1½% per month or part thereof.
3. We will not except pay as paid terms without prior agreement.
4. We require a purchase order or a subcontract referencing this proposal to begin work.

Sincerely,

Florence Chilton pres.

Florence Chilton
President





DeAl Concrete Corp.

P.O. Box 2038
St James NY. 11780
631-319-6117

Estimate

Estimate No: 312
Date: 02/08/2019

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

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1 JOB: 3RD ST CURB & SIDEWALK	\$16,841.80
ITEM 203.02 UNCL. EXCAVATION 40CY X 60.00= \$2,400.00	
ITEM 203.05 UNCL. EXCAVATION 12CYX 40.00= \$480.00	
ITEM 520.09000010 SAW CUTTING PAV. 80LF X 3.00= \$240.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 10CY X 750.00= \$7,500.00	
ITEM 609.0401 CONCRETE CURB 120LF X 30.00= \$3,600.00	
ITEM 304.10119917 SUBBASE 12CY X 60.00= \$720.00	
ITEM 604.07210010 RESETTING EXISTING DRAINAGE FRAMES 1 X 800.00= \$800.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 15,740.00= \$1,101.80	
Subtotal	\$16,841.80
0%	\$0.00
Total	\$16,841.80
Total	\$16,841.80

**HOST SITE AGREEMENT (HSA) FOR ELECTRIC VEHICLE (EV) DIRECT
CURRENT FAST CHARGER (DCFC) PROJECT**

This agreement ("Agreement") made this ____ day of _____, 20__ by and between the Power Authority of the State of New York (the "Authority"), with a principal place of business at 30 South Pearl Street, Albany, NY 12207, and an office at 123 Main Street, White Plains, NY 10601, and the Village of Greenport ("Customer"), a municipal corporation and political subdivision of the State of New York with a place of business located at 236 Third Street, Greenport, NY 11944-1642. The Authority and Customer are from time to time referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, pursuant to Title 1 of Article 5 of the Public Authorities Law of the State of New York, as amended, (known as the Power Authority Act), the Authority has been established as a body corporate and politic, a political subdivision of the state, exercising governmental and public powers; and

WHEREAS, consistent with the Public Authorities Law §1005(17), the Trustees have authorized the establishment and enhancement of the Authority's Energy Services Program to include, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources) and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services to its eligible customers including its municipal and rural electric system cooperative customers; and

WHEREAS, the Authority entered into an agreement with Nissan North America, Inc. ("Nissan") whereby the Authority was provided with electric vehicle supply equipment hardware ("EVSE") which was to be installed a specific project sites as proposed by the Authority and approved by Nissan; and

WHEREAS, the Authority proposed a site owned by Customer and Nissan has consented to the installation of EVSE at the site owned by Customer; and

WHEREAS, this Project is intended to support the rapid charging of electric vehicles at the Customer's service territory and to promote the adoption of electric vehicles in New York State and is consistent with the Authority's Energy Services Program; and

WHEREAS, Customer has indicated that it is desirous of receiving electric vehicle direct current fast charging equipment under the terms and conditions set forth herein and the Authority has determined that Customer is capable of hosting electric vehicle charging stations at the location identified herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Article 1 Equipment; Facility; Title to EV Supply Equipment

- 1.1 The Authority, will provide EVSE as identified in Attachment "A" to Customer. The EVSE will be installed at a location within Customer's service territory ("Location") which is identified in Attachment "A". Subject to Article 2, the EVSE will be provided to Customer at no cost. All EVSE Equipment supplied to the Customer under this Agreement will be new unless otherwise stated in Attachment "A". Customer is responsible for all costs and expenses associated with the installation of the EVSE. Title to the EVSE shall pass to Customer upon Customer's receipt of the EVSE.
- 1.2 The Authority, through its third party contractor ("Contractor") will provide EVSE software and network services as well as an extended original equipment manufacturer warranty to Customer at no cost for the term of this Agreement, set forth in Article 4. The Customer and the Contractor may enter into a separate agreement for end user fees collection services.

Article 2 Customer's Responsibilities; Installation; Maintenance

- 2.1. Customer is responsible for design, permit installation of EVSE at their own cost and sole responsibility within six months after the execution of this Agreement. Customer will notify the Authority when the EVSE has been installed. Thereafter, the Authority, through Contractor, will inspect the EVSE to verify installation.
- 2.2 Customer authorizes the Authority and its Contractor to remotely access any and all data generated by the EVSE throughout the term of this Agreement. With respect to any EVSE data or information obtained by the Authority or its Contractor, Customer grants to the Authority a license to compile, use, reproduce, disclose and disseminate anonymous, aggregated data provided that no such information will directly identify Customer.
- 2.4 Customer will keep the EVSE operational for the term of this Agreement by ensuring adequate power supply, maintenance and warranty requests, snow removal, parking enforcement and any other related need.
- 2.6 Customer is responsible for the costs of providing units with power, and all other associated costs to keep unit operational.
- 2.7 Customer is entitled to obtain the revenue the EVSE generates. User fees will be collected for the term of the Agreement by the Contractor. Contractor will keep 10% of end user fees and transfer the rest to Customer on a monthly basis. Customer will consult with the Authority on initial EVSE end user pricing as well as on modifying usage rates for the term of the Agreement.

Article 3 Permitting; Facility Access; Facility Information

- 3.1 The EVSE installation work performed by Customer will be performed in accordance with all applicable local, state and federal laws, regulations, including applicable local and state building, fire and electrical codes and standards. Customer will, without cost to the Authority, obtain and maintain all permits, licenses and authorizations required to perform the EVSE installation work.
- 3.2 Upon request, the Customer will, without cost to Authority, provide the Authority with all documents, drawings, specifications, details and all other information concerning the Location which Authority or Contractor may need in connection with this Agreement. Upon reasonable notice to Customer, Authority may inspect and test the EVSE during and after installation.

Article 4 Term

- 4.1 This Agreement will become effective and binding on the Parties on the date first written above and will terminate on the fifth anniversary of such date.

Article 5 Warranties; Manufacturer's Instructions

- 5.1 Contractor will use all commercially reasonable efforts to pass through or assign Customer all manufacturer's warranties associated with the EVSE to the extent permitted by the terms and conditions of such warranties. Customer will ensure that its contractor installing the EVSE complies with any and all manufacturer instructions, terms and conditions associated with the EVSE.

Article 6 Limitation of Liability and Indemnification

- 6.1 To the extent permitted by applicable law, under no circumstances shall Authority be liable for indirect, incidental or consequential damages, such as loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities) or for any other damages, arising from or relating to this Agreement.
- 6.2 To the extent permitted by law, Customer shall assume the entire responsibility and liability for and defense of, and pay and indemnify the Authority, its officers and employees, and the State of New York against any and all losses, claims, liabilities, demands, suits, judgments, expenses (including without limitation, judgments, attorneys' fees and court costs), or penalties which the Authority or the State of New York may incur arising out of or related to this Agreement or the installation, operation, or maintenance of the EVSE at the Facility.

Article 7 Notices

- 7.1. All notices to be given under this Agreement shall be in writing and mailed by

certified mail return receipt requested, or nationally recognized overnight courier, to the other party at its address set forth below:

If to Authority:
New York Power Authority
123 Main Street
White Plains, NY 10601
Attention: Mr. John Markowitz
Energy Services Product Development

If to Recipient:

Another address or addressee may be specified in a notice duly given as provided.

- 7.2. Each notice, invoice or other communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given and received for all purposes at such time as it is delivered to the addressee (with return receipt, the delivered receipt, the affidavit of the messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

Article 7 Miscellaneous

- 8.1 Publicity. The parties agree to work together to coordinate press events and press releases or other public disclosures of matters relating to this Agreement including promoting EVSE usage. The parties shall consult with each other as to form and content of press releases and other public disclosures. Each party shall have the right to require reasonable changes, provided that such changes are requested within five business days of receiving the proposed material.
- 8.2 Third Parties. No provision of this Agreement shall, directly or indirectly, create or give to any third party, including any contractor or any subcontractor, or any vendor or supplier, any claim or right of action against the Authority, or the State of New York.
- 8.3 Choice of Law; Venue. This Agreement shall be governed by and construed under New York Law without reference to its conflicts of law principles. Any action at law, suit in equity, or other judicial or other proceedings arising out of this Agreement must be brought in and maintained only in a State court located in the County of Albany, New York.
- 8.4 Assignment. Customer shall not assign this Agreement without the prior written consent of Authority. Any attempted assignment, transfer or conveyance without such consent is void.

- 8.5 Headings. The use of Article and Section headings are for the convenience of the parties and are to be given no weight or meaning when interpreting the provisions contained herein.
- 8.6 Entire Agreement. This Agreement, with its attachments contains the entire understanding of the parties concerning the subject matter hereof and may not be changed, in whole or in part, except by a writing signed by both parties.
- 8.7 Severability. Should any provision of this Agreement be deemed to be invalid or unenforceable by any Court of competent jurisdiction, such provision will be severed from this Agreement and the remainder of this Agreement will continue in full force and effect, unless such provision is a material provision of the Agreement.
- 8.8 Survival. The Articles of this Agreement Indemnification and Limitation on Liability shall remain in full force and effect after termination or expiration of this Agreement.
- 8.9 Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by original ink signature, facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

POWER AUTHORITY OF THE
STATE OF NEW YORK

VILLAGE OF GREENPORT

By: John Canale
Title: Vice President, Strategic Supply
Management

By:
Title:

Date

Date

Attachment A

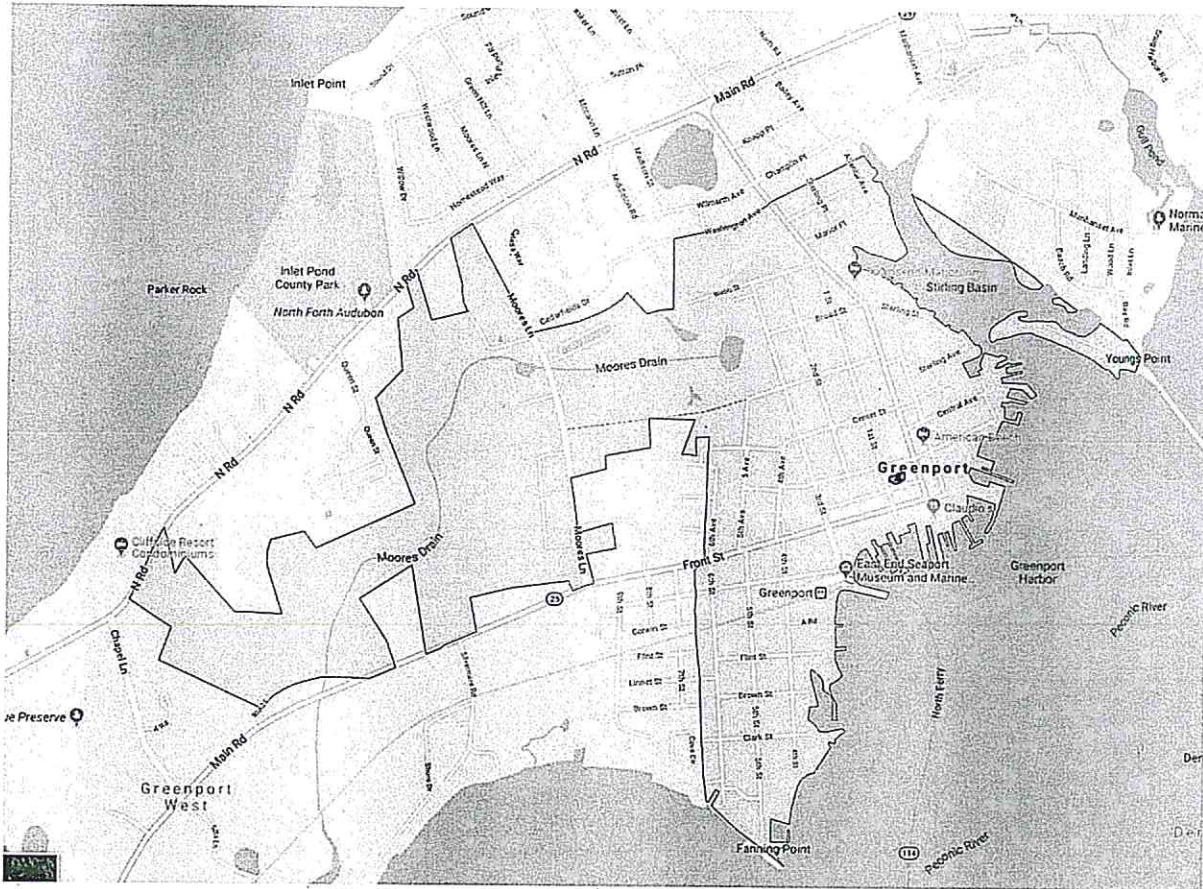
1. Location Information:
2. EVSE technical information

1. Location Information for DC Fast Charger installation under Host Site Agreement between NYPA and Village of Greenport, NY.

Site:

Municipal parking lot in downtown Greenport, NY

Address: Adams St between 1st St and Main Rd, Greenport, NY

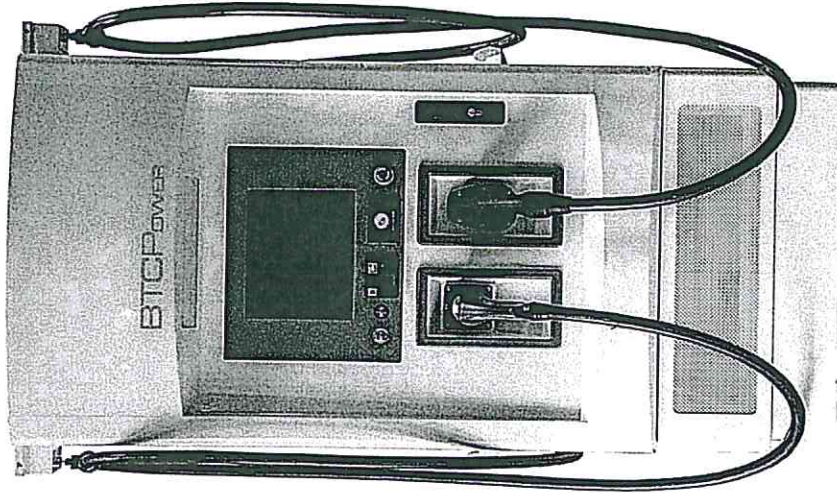




25 & 50 kW DC Fast Charger

- **Dual Port-CHADEMO & SAE J1772 CCS1:** Fast Charge all North American EVs
- **Over 600 Deployed Nationwide:** Field proven reliability
- **15" Outdoor Color Display:** Easy to read messages and screen graphics
- **Integrated Retractor w/ 18 ft. Cord:** Services 3 parking spaces, improves utilization
- **Optional 208 VAC 3P:** Compatible with commercial electrical service
- **Optional Single Port:** CHADEMO or SAE J1772 CCS1

Model	L3R-25-480-CS	L3R-25-208-CS	L3R-50-480-CS	L3R-50-208-CS	Version included in NYPFA Host Site Agreement: L3R-50-208-CS
Power Rating	25kW	25kW	50kW	50kW	L3R-50-208-CS
Connector/Protocol	CHADEMO and/or SAE J1772 Combo (CCS1)				
Network Compatibility	OCPP 1.5/1.6, EVConnect, GreenLots, EVGo, Innogy, BTCP Network				
Access Control	RFID, Credit Card • 3G/4G, Cat-5 Ethernet				
Input Power VAC 3 Phase	480 VAC	208 VAC	480 VAC	208 VAC	208 VAC
Input Power AC Current	38A	87A	75A	175A	175A
Efficiency Rating	>90%				
Max Output DC Current	52A				
Max Output DC Voltage	50-500V				
Plug Out Detection	Power terminated per SAE J-1772 specifications				
Surge Protection	6000 VAC				
Ambient Condition	-20C to +50C, 95% humidity, 6000 ft altitude				
Dimensions	38"w, 73"h x 28"d	43"w, 73"h x 33"d			
Safety Compliance	ETL listed for USA and Canada: Complies with UL 2202, UL 2231 UL50E, NEC Article 625, CSA STD C22.2 No. 107.1, FCC Part 15 Class A				



BTCPOWER

WWW.BTCPPOWER.COM

1719 S Grand Ave
Santa Ana CA, 92705

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

For

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

[DWG&P Billing Number: 1506]

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

Period Covered by Request: March 1, 2019 – February 28, 2020

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

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

Approved By: _____

For Municipal or Cooperative System: _____

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

For

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

DWG&P Billing Number: 1550

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

Period Covered by Request: March 1, 2019 - February 28, 2020

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

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

Approved By: _____

For Municipal or Cooperative System: _____

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

For

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

DWG&P Billing Number: 1574

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

Period Covered by Request: March 1, 2019 - February 28, 2020.

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

Cost: Not to exceed System's pro rata share of \$135,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

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

For

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

DWG&P Billing Number: 1755

Purpose: Represent Members in proceedings to develop Public Policy Transmission Projects, including the AC Transmission Projects and the Western New York Transmission Project.

Period Covered by Request: January 1, 2019 – December 31, 2019

Work: Participate in planning process at the Public Service Commission and NYISO on planned and future Public Policy Transmission Projects in 2019. Prepare and file comments, protests and other pleadings at FERC on the AC Transmission Projects into Southeastern New York (with a capital budget of \$1.1 billion). Cost containment (a cap) will be a policy issue debated at the NYISO in 2019.

Cost: Not to exceed \$30,000, including any travel expenses. Fees are billed to individual systems that approve this work order, whether listed above or not, by such method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

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

For

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

DWG&P Billing Number: 1747

Purpose: Continue to assess the scope of the proceedings possible outcomes for Member systems in the New York Public Service Commission's Reforming the Energy Vision ("REV") proceeding, the implementation of the Clean Energy Standard ("CES"), and the negotiated expectations of compliance through a new Long-Term Agreement with the New York Power Authority.

Period Covered by Request: January 1, 2019 – December 31, 2019

Work: Organize, prepare for and participate in the work related to the PSC's on-going regulatory effort to fundamentally reform the distribution and retail supply function of utility service in New York (the REV) and advancing the Clean Energy Standard ("CES"). The REV efforts are described in 2014 State Energy Plan and the PSC Staff White Paper dated 4/28/14, related to the transformation of distribution utilities into Distribution System Platforms. The CES effort is described in the August 1, 2016 Order in Case 15-E-0302. NYAPP members are expected to work together with NYPA to implement the REV and CES under the terms of the hydro contract extension.

Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$50,000, including any travel expenses. Fees are billed to individual systems that approve this work order, whether listed above or not, by such method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Sylvia Pirillo

From: Paul Pallas
Sent: Wednesday, February 13, 2019 9:25 AM
To: Sylvia Pirillo
Subject: FW: 2019 Work orders
Attachments: NYAPP Work Order 1506 - 2019 (D0360272x8DF41).doc; NYAPP Work Order 1550 - 2019 (D0360273x8DF41).doc; NYAPP 2019 Work Order 1574 (D0360274x8DF41).doc; NYAPP 2018 Work Order 1755 (D0326167-2x8DF41).doc; NYAPP 2018 Work Order 1747 (D0326166-2x8DF41).doc

From: Thomas Rudebusch <TLR@dwgp.com>
Sent: Friday, January 18, 2019 10:48 AM
To: Paul Pallas <pjpallas@greenportvillage.org>
Cc: Jeff Genzer <JCG@dwgp.com>
Subject: 2019 Work orders

Paul,

Here are the work orders for 2019. Work Orders 1506 (NYISO) and 1550 (NYAPP Meetings) remain at the same level. #1574 (Special Projects) increases by \$35,000. #1747 (REV/CES/LTA) decreases by \$50,000, and #1755 (Public Policy Transmission) decreases by \$20,000.

Thomas L. Rudebusch



DUNCAN WEINBERG GENZER PEMBROKE

1667 K Street NW | Suite 700 | Washington, DC 20006

(202) 467-6370 | tlr@dwgp.com | www.dwgp.com

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