



**May 23, 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

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- James J. Pirillo
- Franco G. Purita

ANNOUNCEMENTS

- The annual MS4 Report is available for review and comment on the official Village website – www.villageofgreenport.org.
- The annual Fire Department Carnival Fundraiser will take place from May 23rd through May 26th, with fireworks scheduled for the 25th.
- The Village of Greenport is hosting the annual Memorial Day Parade, which is scheduled to kick-off at 10 a.m. at Steamboat Corner.
- The annual Hope Day Community Event will be held beginning at 11 a.m. on June 1st.

PRESENTATION

- Effluent Re-Use Project Status

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 05-2019-1**

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

RESOLUTION # 05-2019-2

RESOLUTION adopting the May, 2019 agenda as printed.

VILLAGE ADMINISTRATOR**RESOLUTION # 05-2019-3**

RESOLUTION approving an increase in the hourly wage rate of Anthony DeVito and Dillon Cassidy from \$12.00 per hour to \$13.50 per hour, effective June 5, 2019.

RESOLUTION # 05-2019-4

RESOLUTION approving an increase in the hourly wage rate of Stephen Venuti and Stephanie King, from \$14.00 per hour to \$15.00 per hour, effective June 5, 2019.

RESOLUTION # 05-2019-5

RESOLUTION approving an increase in the hourly wage rate of Carol Schott and Irma Lekkas from \$12.00 per hour to \$15.00 per hour, effective May 31, 2019.

RESOLUTION # 05-2019-6

RESOLUTION ratifying the hiring of Lisa Owen as a part-time, seasonal Carousel employee, at an hourly rate of \$15.00 per hour, effective May 12, 2019.

RESOLUTION # 05-2019-7

RESOLUTION hiring Antwaun Lemar as a part-time, seasonal Carousel employee, at an hourly wage rate of \$12.00 per hour, effective June 1, 2019.

RESOLUTION # 05-2019-8

RESOLUTION ratifying the hiring of June Peterson as a part-time, seasonal Carousel employee, at an hourly wage rate of \$15.00 per hour, effective May 5, 2019.

RESOLUTION # 05-2019-9

RESOLUTION ratifying the hiring of Olivia Saccamano as a part-time, seasonal Carousel employee/Camp Counselor, at an hourly wage rate of \$12.00 per hour, effective May 18, 2019.

RESOLUTION # 05-2019-10

RESOLUTION approving an increase in the hourly wage rate of Michael Flora, from \$ 19.22 per hour to \$ 22.50 per hour, effective May 29, 2019; owing to the assumption of additional duties, per Article VII, Section 9(a) - Merit Clause - of the current Collective Bargaining Agreement in force between the CSEA and the Village of Greenport. Furthermore, the work performance of Michael Flora is to be reviewed on or by November 29, 2019; and if deemed satisfactory, an additional hourly wage rate increase of \$ 2.50 will become effective, resulting in an hourly wage rate of \$ 25.00 effective December 4, 2019 for Michael Flora.

RESOLUTION # 05-2019-11

RESOLUTION approving an increase in the hourly wage rate of Charles Bumble, from \$ 16.98 per hour to \$ 18.00 per hour, effective May 29, 2019; owing to the assumption of additional duties, per Article VII, Section 9(a) - Merit Clause - of the current Collective Bargaining Agreement in force between the CSEA and the Village of Greenport.

VILLAGE TREASURER**RESOLUTION # 05-2019-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4093, to appropriate reserves to fund the repair of the Front Street sewer main, and directing that Budget Amendment #4093 be included as part of the formal meeting minutes of the May 23, 2019 Regular Meeting of the Board of Trustees.

RESOLUTION # 05-2019-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4094, to appropriate reserves to fund the purchase of a Doppler Flowmeter Cable for the Sewer Department, and directing that Budget Amendment #4094 be included as part of the formal meeting minutes of the May 23, 2019 Regular Meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 05-2019-14**

RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Peconic Landing at Southold, Inc., and further authorizing Mayor Hubbard to sign the Agreement between the Village of Greenport and Peconic Landing at Southold, Inc.

RESOLUTION # 05-2019-15

RESOLUTION approving the following musical performance schedule and payments for the 2019 Dances in the Park program, to be expensed from Account A.7312.400 (Arts and Culture Exhibitions):

July 8, 2019 - No Request Band - \$ 1,200
July 15, 2019 - Cravin Band - \$ 1,200
July 22, 2019 - That Motown Band - \$ 1,200
July 29, 2019 - Winston Irie - \$ 1,300
August 5, 2019 - Southbound - \$ 1,200
August 12, 2019 - Vendettas - \$ 1,000
August 19, 2019 - Who Are Those Guys? - \$ 900
August 26, 2019 - Gene Casey and the Lone Sharks - \$ 1,200

RESOLUTION # 05-2019-16

RESOLUTION approving the attached contract between the Village of Greenport and James Schott for the provision of technical sound services at five (5) of the 2019 Dances in the Park performances, at a rate of \$ 400 per performance.

RESOLUTION # 05-2019-17

RESOLUTION approving the attached annual agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station, and authorizing Mayor Hubbard to sign the agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station.

RESOLUTION # 05-2019-18

RESOLUTION ratifying the hiring of Andrew Aurichio as a seasonal, part-time Traffic Control Officer at an hourly pay rate of \$ 15.00 per hour, effective May 22, 2019.

RESOLUTION # 05-2019-19

RESOLUTION ratifying the hiring of Edward Schott as a seasonal, part-time Traffic Control Officer at an hourly pay rate of \$ 18 per hour, effective May 22, 2019.

RESOLUTION # 05-2019-20

RESOLUTION approving the Public Assembly Permit Application as submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department, for the use of the Polo Grounds at Moore's Lane from 6 p.m. through 12 midnight from July 2, 2019 through July 6, 2019 for the annual Carnival fundraiser, with fireworks scheduled for July 4, 2019 and July 6, 2019.

RESOLUTION # 05-2019-21

RESOLUTION scheduling a public hearing for 7:00 p.m. on June 27, 2019 at the Station One Firehouse at Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 142 (Wetlands, Floodplains and Drainage) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

MAYOR**RESOLUTION # 05-2019-22**

RESOLUTION approving the request of the Rotary Club of Greenport to host a Field of Honor on one Village of Greenport owned property four times per year, on: Memorial Day, July 4th, Labor Day and Veterans' Day, with the installation and dismantling each time to be the responsibility of the Rotary Club of Greenport. Installation is to take place the day before the Field of Honor Day, and is to be dismantled the day after the Field of Honor Day.

TRUSTEES**RESOLUTION # 05-2019-23**

RESOLUTION approving a change to Article 4, Section 1(c) of the Employment Agreement between the Village of Greenport and Paul Pallas, as follows: replacing the number ten (10) before "...personal, sick and/or vacation days..." with the number twenty (20), so that Article 4, Section 1(c) of the Employment Agreement between the Village of Greenport and Paul Pallas will read as follows: "The employee will have the option of receiving pay rather than time off for a total of not more than 20 personal, sick and/or vacation days per fiscal year, provided written notice is provided to the Village Clerk, on a form prepared by the Village, by not later than May 31 of that year." The effective date of the change is May 28, 2019.

VOUCHER SUMMARY**RESOLUTION # 05-2019-24**

RESOLUTION approving all checks per the Voucher Summary Report dated May 17, 2019 in the total amount of \$ 553,804.90 consisting of:

- o All regular checks in the amount of \$ 528,564.62, and
- o All prepaid checks (including wire transfers) in the amount of \$ 25,240.28.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2019	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4093	Trans Date:	05/08/2019	User Ref:	ROBERT		
Requested:	A. HUBBARD	Approved:		Created by:	ROBERT		05/08/2019
Description:	TO APPROPRIATE RESERVES TO FUND THE REPAIR OF THE FRONT STREET SEWER MAIN					Account # Order:	No
					Print Parent Account:	No	

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	9,800.00
G.8120.400	MAINT OF MAIN SEWERS..	9,800.00
	Total Amount:	<u>19,600.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 5 Trans Type: B2 - Amend Status: Batch
 Trans No: 4094 Trans Date: 05/08/2019 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 05/08/2019
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF A DOPPLER
 FLOWMETER CABLE FOR THE SEWER DEPARTMENT Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	3,000.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT	3,000.00
	Total Amount:	<u>6,000.00</u>

April 24, 2019

SECOND AMENDMENT

TO

SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this day of 2019, by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944, (the "Village") and Peconic Landing at Southold, Inc., a New York not for profit corporation with an office and principal place of business at 1500 Brecknock Road, Greenport New York ("Peconic Landing" and jointly referred to with the Village as the "Parties").

WITNESSETH:

WHEREAS the Parties entered into a Sanitary Sewage Agreement dated the April 26, 2000, and now wish to provide for a change to the sanitary sewage collection system at Peconic Landing's one hundred and forty-four (144) acre site in the Hamlet of Greenport (the "Premises"); and

WHEREAS the Parties hereto entered into a First Amendment to Sanitary Sewage Agreement dated February 17, 2015, regarding the construction of an additional forty-six (46) apartment units in a new building and the extension of its skilled nursing facility by adding seventeen (17) units together with a sixteen (16) unit memory care facility and an extension of the sewer capacity for that building, and the units and facility; and

WHEREAS Peconic Landing now desires to convert one of the units (Unit 107) to a duplex unit (one unit being converted to two units within the same building) with the possibility of converting an additional nine (9) units to duplex units for a total of ten (10) units that are converted to duplex units (total of ten existing units being converted to twenty (20) units after

April 24, 2019

conversion); and

WHEREAS Peconic Landing at its sole cost and expense, shall construct on the Premises whatever alterations to the sewage main and collection extension system (the "System") are required to accommodate the conversion of the units and waste collection of the new units; and

WHEREAS the details of the specifications and construction of any changes to the System will be approved in advance by the Village; and

WHEREAS upon completion of the conversion and changes to the System, if any, the ownership of the changes to the System will be transferred to the Village; it is therefore

AGREED as follows:

1. That Peconic Landing may convert unit number 107 to a duplex unit, and may also convert up to nine (9) additional units to duplex units, and Peconic Landing, at its sole cost and expense, agrees to install any changes to the System that are required because of this contemplated conversion.

2. All planning and construction costs of the System including but not limited to the engineering, planning, surveying, construction, materials, connection, and other costs shall be paid by and be the responsibility of Peconic Landing.

3. Peconic Landing shall pay a fee to the Village to connect the new converted units to the municipal sewer treatment system in the amount of seven thousand five hundred dollars (\$7,500), for each unit that is converted and subdivided, with the first such payment of seven thousand five hundred dollars (\$7,500) to be paid on the signing of this Second Amendment, and the subsequent payments of seven thousand five hundred dollars (\$7,500) for each of the nine (9) units to be paid one-half upon issuance of the building permit with the remainder to be paid upon

April 24, 2019

issuance of a certificate of occupancy from the Town of Southold for each conversion.

4. Peconic Landing shall continue to operate, care for, maintain, repair and replace, at its sole cost and expense, all of the piping and fixtures within and to its facilities.


5. Upon completion and approval, the Village shall operate the System to the portions of Peconic Landing that were covered by the Agreement, the First Amendment, and to the converted units. The Village shall charge, and Peconic Landing shall pay, municipal sewer charges at the same rate charged to customers of the Village municipal sewer system that are outside of the incorporated limits of the Village.

6. This Second Amendment is not intended to and shall not affect the Sanitary Sewage Agreement of April 26, 2000 and also shall not affect the First Amendment to Sanitary Sewage Agreement dated February 17, 2015, or the obligations of the Village or Peconic Landing under the Agreement or the First Amendment, except where specifically stated, and all other provisions of the Agreement of April 26, 2000 and the First Amendment dated February 17, 2015 shall remain in full force and effect.

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


PECONIC LANDING AT SOUTHOLD,
INC.

By:


Robert J. Syron, President

VILLAGE OF GREENPORT

By:


George W. Hubbard, Jr., Mayor

April 24, 2019

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

On this ____ day of _____, 20 __, before me, the undersigned, personally came GEORGE W. HUBBARD, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this 24th day of April, 2019, before me, the undersigned, personally came ROBERT J. SYRON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Allison M Latham
Notary Public

Allison M. Latham
Notary Public, State of New York
Reg. No. 01LA6380155
Qualified in Suffolk County
Commission Expires September 4, 2022

AGREEMENT, made this _____ day of _____ 2019 by and between the **Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944**, party of the first part (the "Village") and **James D. Schott, with a mailing address of P O Box 325, Greenport, New York 11944** (the "Contractor").

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

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2019 Dances in the Park program for the following five (5) performances:

Cravin Band – July 15th

Winston Irie – July 29th

Southbound – August 5th

Vendettas – August 12th

Gene Casey and the Lone Sharks – August 26th

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

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above four (4) performances that evening by individual checks to the Contractor at Four-Hundred Dollars (\$ 400.00); each for a grand total amount of One Thousand Six Hundred Dollars (\$1,600.00); with one of the Four Hundred (\$ 400.00) payments to be made at the conclusion of each event and at the receipt of individual invoices for each performance date, in accordance with the terms of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

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

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

Date

Signature

Subscribed and sworn to me before me

This _____ day of _____, 2019

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

Notary Public

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Intermunicipal Agreement

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

Term of Agreement: Shall be from May 24, 2019 through October 31, 2019

Total Cost of Agreement: As provided in this Agreement

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

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

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

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

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning May 24, 2019 through October 31, 2019, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

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

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

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Out Station at a rate of fifty cents (\$0.50) per gallon. The Mitchell Marina Dock Master or his/ her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

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

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

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

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

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

Town of Southold

By: _____

Hon. Scott A. Russell
Supervisor

Date: _____

5/9/15

Village of Greenport

By: _____

Hon, George W. Hubbard, Jr.
Mayor

Date: _____

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the 9th day of May, in the year 2019, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren M. Standish
Signature and office of person taking the
Acknowledgement

LAUREN M. STANDISH
Notary Public-State of New York
No. 01ST8164008
Qualified in Suffolk County
Commission Expires April 9, 2023

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the ____ day of May, in the year 2019, before me, the undersigned, personally appeared George W. Hubbard, Jr, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement