



August 23, 2018 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

- Reidar K. Cartensen
- Beatrice Margaret Jochen
- Robert H. Kiefer
- James I. Melrose
- Robert A. Moeller
- Mary A. Pickard

ANNOUNCEMENTS

- The Village Offices will be closed on September 3, 2018 in honor of Labor Day.
- The Third Annual North Fork TV Festival will be held from September 7, through September 9, 2018.

LIQUOR LICENSE APPLICATIONS

- New application received on July 30th from Christoph Mueller or corporation to be formed, for 45 Front Street
- New application received on August 2nd from J&J Impact Hospitality LLC, for Pearl Restaurant & Bar, at 409 Main Street
- New application from Daniel Pennessi or Corporation to be Formed, for 207 Front Street

PUBLIC HEARINGS

- The public hearing regarding the Wetlands Permit Application submitted by Brooke Epperson on behalf of Erika Cabral, for the property at 127 Bay Avenue, remains open.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 08-2018-1**

RESOLUTION adopting the August, 2018 agenda as printed.

RESOLUTION # 08-2018-2

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

RESOLUTION # 08-2018-3

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on August 16, 2018:

RESOLUTION accepting the proposal submitted by H2M Architects and Engineers for the preparation and submittal of the requisite Periodic Review Report, in conjunction with the Site Management Plan for Mitchell Park, at a total cost of \$ 3,500.00 to be expensed from account A7110.401 (Parks Expense Recreation), and further authorizing Mayor Hubbard to sign the proposal statement between the Village of Greenport and H2M Architects and Engineers.

FIRE DEPARTMENT**RESOLUTION # 08-2018-4**

RESOLUTION authorizing the solicitation of bids for one (1) custom-designed fire apparatus ("pumper") for the Village of Greenport Fire Department, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

VILLAGE ADMINISTRATOR**RESOLUTION # 08-2018-5**

RESOLUTION ratifying the hiring of Alyssa Ragoobir as a seasonal, part-time Lifeguard at the Village of Greenport Fifth Street Beach at a pay rate of \$15.00 per hour, effective July 25, 2018.

RESOLUTION # 08-2018-6

RESOLUTION ratifying the hiring of Nicholas Hatiz as a seasonal, part-time Lifeguard at the Village of Greenport Fifth Street Beach at a pay rate of \$15.00 per hour, effective July 26, 2018.

RESOLUTION # 08-2018-7

RESOLUTION ratifying the hiring of Tiana Lewis as a seasonal, part-time Carousel Employee at a pay rate of \$11.00 per hour, effective August 3, 2018.

RESOLUTION # 08-2018-8

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

continue the provision of grant administration contract services related to the proposed agreement between the Village of Greenport and the Governor's Office of Storm Recovery for the use of CDBG-DR funding, and to secure State and Federal appropriations funding, grants and external funding, with a maximum cost of \$ 13,500;
with the Agreement term date to end on December 31, 2019.

RESOLUTION # 08-2018-9

RESOLUTION amending Resolution #02-2018-5 to authorize the reimbursement to Craig Johnson of course-related work and study materials in the amount of \$131.00, to be expensed from account G.8110.407 (Employee Training.)

RESOLUTION # 08-2018-10

RESOLUTION accepting the quotation provided by Golten Service Company Inc. to inspect Engine #5 at the Village of Greenport Power Plant, at an expected cost of \$ 5,250.00 to be expensed from account E.0344.000 (Accessory Electric Equipment), and further authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Golten Service Company Inc.

VILLAGE TREASURER**RESOLUTION # 08-2018-11**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3953, to fund the engineering for the Micro Grid Project, and directing that Budget Amendment #3953 be included as part of the formal meeting minutes for the August 23, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 08-2018-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3954, to fund the replacement of the Sixth Avenue manhole, and directing that Budget Amendment #3954 be included as part of the formal meeting minutes for the August 23, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 08-2018-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3955, to record the budget for the Road-End Drainage Improvement Project, and directing that Budget Amendment #3955 be included as part of the formal meeting minutes for the August 23, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 08-2018-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3957, to fund the purchase of two new water machines, and directing that Budget Amendment #3957 be included as part of the formal meeting minutes for the August 23, 2018 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 08-2018-15**

RESOLUTION scheduling a public hearing for 7:00 p.m. on September 27, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944; regarding the Wetlands Permit Application submitted by North Ferry Company, Inc. to connect and stabilize two independent finger piers at the ferry terminal by installing two new sections of bulkhead and placing fill landward of new bulkhead as landfill; directing Clerk Pirillo to notice the public hearing accordingly; and requesting a CAC Report per normal Village practice.

RESOLUTION # 08-2018-16

RESOLUTION ratifying the attendance of Deputy Clerk Jeanmarie Oddon at the State Archives Retention Schedule Workshop, sponsored by the New York State Education Department, in Hauppauge, New York on August 15, 2018; with the standard mileage reimbursement to apply.

RESOLUTION # 08-2018-17

RESOLUTION authorizing the solicitation of bids for the construction of various, specified Road-End Drainage Systems corresponding to the Road-End Drainage Project matching grant at the ends of: Fourth Street, Clark Street, Brown Street and Flint Street, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 08-2018-18

RESOLUTION approving the Public Assembly Permit Application submitted by the Greenport High School to close to vehicular traffic, and utilize, the Village-owned streets from the IGA Supermarket to the High School, for the annual Homecoming Parade from 5:30 p.m. through 6:30 p.m. on September 28, 2018.

RESOLUTION # 08-2018-19

RESOLUTION approving the Public Assembly Permit Application submitted by Chris Hamilton on behalf of the Jeremy Hamilton Memorial Scholarship Fund for the use of a portion of the Fifth Street Beach/Park from 8:00 a.m. through 8:00 p.m. on September 29, 2018 for the annual Barbecue/Fundraiser; with a scheduled rain date of September 30, 2018.

RESOLUTION # 08-2018-20

RESOLUTION approving the Public Assembly Permit Application submitted by Peconic Landing for the use of a portion of the Fifth Street Beach/Park from 4:30 p.m. through 7:30 p.m. on August 27, 2018 for an Employee Beach Barbecue.

TRUSTEES**RESOLUTION # 08-2018-21**

RESOLUTION scheduling a public hearing for 7:00 p.m. on September 27, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, NY, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Article 47, Schedule IX (Crosswalks), to add a crosswalk on Main Street between Monsell Place and Bridge Street, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 08-2018-22

RESOLUTION scheduling a public hearing for 7:00 p.m. on September 27, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 103 (Rental Properties) and Chapter 150 (Zoning) to create regulations regarding the transient or short-term rental of residential properties and units; and directing Clerk Pirillo to notice the public hearing accordingly.

VOUCHER SUMMARY**RESOLUTION # 08-2018-23**

RESOLUTION approving all checks for Fiscal Year 2017/2018 per the Voucher Summary Report dated July 20, 2018, in the total amount of \$ 3,201.93 consisting of:

- o All regular checks in the amount of \$ 3,201.93.

RESOLUTION # 08-2018-24

RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated July 20, 2018, in the total amount of \$ 1,128,156.01 consisting of:

- o All regular checks in the amount of \$ 528,361.46, and
- o All prepaid checks (including wire transfers) in the amount of \$ 599,794.55.

VILLAGE OF GREENPORT PROPOSED 2018-2019 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

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

Greenport Municipal Utility Microgrid Project

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

Legislative

- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman Zeldin) and Members and staff in the NYS Legislative offices (including Sen. LaValle and Assemblyman Palumbo) to identify existing and emerging federal and state funds that may be available to support the Village projects, programs, and objectives.
- Work with the Village Administrator and the relevant Congressional and NYS Legislative offices to develop and implement strategies to secure inclusion of appropriations funding for the Village priorities in the FY 2019, 2020 federal and state appropriations processes.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

Meetings and Communications:

- As appropriate and directed by the Village Administrator, development and implementation of legislative, education and communication strategies to facilitate support for the Village's FY 2019-2020 appropriations/grant funding priorities.
- As appropriate and required, discussions with the relevant Congressional and NYS Legislators/staff, relevant Committee staff to support development of communications and legislative strategies that support and advance the Village's funding initiatives and policy objectives.

SCHEDULE OF FEES

I propose a continuation of the existing contract (expiration December 31, 2019) that provides for not more than 100 hours of consulting services at a fee of \$135 per hour for the term of the contract.

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

QUOTATION

To	: Greenport Village	From:	: Trevor Mankini
Attn	: Doug Jacobs	E-mail	: Miami@goltens.com
E-mail	: djacobs@greenportvillage.org	Phone:	: +1.305.576.3827
Phone	: +1.231.881.6323	Date:	: 16 August 2018
Goltens Ref	: IN-S-18-245		
Subject	: Engine Inspection		
Engine Type	: Enterprise		

To Whom It May Concern:

We thank you for your inquiry and contacting Goltens. We have a team of skilled engineers that have focused and specialized on this specific type work. We are pleased to quote the following:

Engine Inspection: Enterprise

As per request by Doug Jacobs, Goltens Service Co. has prepared a service quotation to support the Engine Inspection to be performed at Greenport Village on a Enterprise Diesel Engine. We are pleased to offer the Time and Material estimate for the requested Engine Inspection. The team will consist of (1) Senior Service Engineer to conduct the engine inspection requested. This quotation is based on working (12) Hours Per Day, (7) Days Per Week; to support the works required to be completed.

- **Engine Inspection: Per Shift; (1) Senior Service Engineer, with plant assistance, to perform the work scope below:**
 1. Disconnect and Remove all Fuel, Air, Oil, and Electrical connections/piping.
All items to be isolated and secured plant personnel.
 2. Inspect Engine as Per Plant Requests.
 3. De-Isolate engine; reconnecting all Fuel, Air, Oil, and Electrical connections/piping.
All items to be de-isolated by plant personnel.

This is not a fixed price or time frame, final costs will be based on time and material, using our standard rates mentioned in this quotation/estimate.

Work Order Estimated Cost and Time:

Estimated Cost	:		\$	5,2500.00
Estimated Time	:		(Days)	1

- **Travel time to be limited to 6 hours per day.
- **Pricing to increase by \$580.00 per day for weekend work.
- **This estimate doesn't include any waiting time caused by weather or items not controlled by Goltens. It will be charged based on below mentioned rates.
- **Travel to/from job site will be charged based on actual time utilizing below mentioned rates.
- **This Estimate are based on the above scope, however other activities can be supported based labour rates listed below, or negotiated scope and priced.
- **Lodging and Air Travel cost is included in this estimate.
- **Shipping of tooling is not included in price. Custom clearance by customer and Local transportation of tooling not included. It will be charged at actual cost plus 15% administrative charge.
- ** All Local Taxes are Responsibility of the Client unless otherwise noted.
- ** Preparation and fabrications of all pad eyes is not included in price.

QUOTATION

Customer Responsibility:

- Customer to provide lifting equipment during the lifting periods.
- Custom Clearance to be provided by Customer.
- All major components overhauled and ready next to engine to be installed.
- Owner to provide all spares needed for assembly.
- Reasonable accommodation to be provided by customer.
- Customer to provide proper facilitation of entry on-site for Goltens staff.
- Customer to provide clean and ample working area dedicated to set engine components, plus cleanliness and safety
- Pressurized air, Electrical connects, and specialized tooling.
- No separate rental charges for all lifting equipment & assembling tools that are provided by Goltens, however all tools must be returned to Goltens upon completion at owner's arrangement.
- Customer must make available all special engine tools when needed by Goltens team during course of the repair.
- Customer to provide unlimited access to applicable records, drawings, and instruction manuals associated with this repair when requested.
- Sump Tank / System / Coolers cleaning done by customer crew. Goltens can quoted separately if needed.

QUOTATION

Labor	Normal Time	Over Time	Waiting and Traveling Time
Senior Service Engineer	\$145.00	\$217.50	\$145.00

Note:

Normal time: Monday to Friday-----0730 to 1600
 Overtime: Monday to Friday-----1600 to 0730
 Weekends & US Holidays-----All day

- Out of Town Allowance: US \$90.00 per person (Works outside of the Miami Area)
- Expenses: All expenses, such as hotel and freight charges, etc. will be charged at cost plus 15% (included in quotation).
- Material: Charged at Cost plus 15%
- Postponement of Job Start Date: \$100 postponement fee/man will be charged for job postponements exceeding 24 hours
- Tools in Transit Charge: For jobs where Goltens ships specialty tooling to vessels, it is the customer's responsibility to return tools to Goltens Miami within 7 calendar days after job completion. A late tool return fee of \$375/day will be charged for tools not received at Goltens Miami's facility after 7 days from job completion unless otherwise agreed.
- All Local Taxes are Responsibility of the Client unless otherwise noted.

General Terms and Conditions:

1. A Purchase order document must be issued before mobilization of equipment or personnel.
2. A minimum of 12hrs/day will be billed for all out of town works.
3. Terms of Payment: Credit/Pre-payment to be determined and agreed upon
 - a. Invoices are issued electronically only
 - b. Late fees based on agreed upon terms (1.5% compounded monthly) and will be strictly enforced
4. Client shall provide: free/uninterrupted access, applicable sketches and drawings, access to instruction manuals, access to records or reading/measurements, applicable test procedures, Special tools (Makers), and readily available parts as needed during our attendance.
5. Third Party Inspections: All 3rd party inspections (NDT, Class, etc.) will be arranged for and paid for by the Owner.
6. Goltens Miami's standard Terms and Conditions will apply

Above tariffs are based on work only to be carried out in daytime, 12 hours per day between 0800hrs and 2000hrs during a normal workweek. If a night shift is required, we will charge you a 40% surcharge on the above items marked with (*).

Technical Requirements:

1. Compressed air at a flow rate of minimum 5m³/min, 6/7 bars together with air hoses of 3/4" to be available in the working area.
2. All Rigging and Lifting Equipment is to be certified and inspected before use.
3. Electrical power 380V and or 440V 3 phase.
4. Flood light of minimum 150 watts to lit working area.
5. Sufficient clean rags.

Terms and Conditions:

1. All quoted prices are in USD
2. Terms of payment: TBD.

QUOTATION

3. Quotation Validity: 30 days
4. Goltens standard terms and conditions shall apply. (Page 5)
5. Ship owners and ship agent are fully responsible for the safety of our engineers
6. Ship owners and ship agent are fully responsible for sending back the used tools onboard of their ship within given timeframe and in good order to a destination given by Goltens representative.
7. If any foreign taxes like customs duty for tools, withholding tax or IVA in foreign countries applies, these will need to be paid by the customer.

Order Requirement:

We need you however to issue an official purchase order prior to commencement of work and arranging flights and transport of our technicians and tools.

We trust that this offer will meet your interest and we look forward to receiving your purchase order.

Trevor Mankini

Afloat Manager, Golten Service Co, Inc
Mobile direct : +1.786.393.0331
E-mail direct : trevor.mankini@goltens.com

Golten Service Co, Inc

10125 USA Today Way Miramar, FL 33025
Phone office : +1 305 576 4410
Telefax office : +1 305 576 3827
E-mail : miami@goltens.com

QUOTATION

General Terms and Conditions of Goltens Service Company, Inc.

1. **General**
 - 1.1. These conditions are applicable to all quotations of, contracts with and work performed by Goltens Service Company, Inc. a/k/a Goltens Miami (hereinafter referred as "Goltens"). The term "work" in these conditions includes the sale and/or delivery of goods as well as the rendering of services.
 - 1.2. Any deviation from these conditions must be confirmed by Goltens in writing, in order to be valid against Goltens. Goltens expressly repudiates all other conditions or terms of the other party and/or Goltens' contractual counterpart and/or their agents (all to be considered as the "Customer").
2. **Quotations-Contract**
 - 2.1. All quotations are given without prejudice and are based on information furnished by the inquiring party. Quotations given by Goltens are valid for thirty (30) days unless otherwise stated in the quotation and a binding contract is established only when Goltens has confirmed the order.
 - 2.2. In case an order is given by a person or company other than the actual owner of the property on which the work shall be carried out or than the Customer, the ordering person together with the ultimate Customer shall be jointly and severally liable to Goltens for all amounts due to Goltens according to the contract and/or to these General Terms and Conditions, and in all other respects be jointly and severally bound by these conditions.
 - 2.3. All alterations of the work to be carried out by Goltens shall be considered as additional work to which these General Terms and Conditions will apply. Goltens is entitled to assign a third party to (the execution of) the work.
3. **Price**
 - 3.1. In addition to the price agreed for work to be carried out by Goltens, the Customer will be charged for time spent on packing, loading and transportation of tools and other equipment, as well as travel and waiting time for personnel supplied by Goltens. Further, the Customer is liable for all costs incurred in connection with carrying out of the agreed work, including but not limited to, freight charge, travel costs, and expenses, costs for hotel, accommodation and allowance. Goltens is entitled to charge for administrative costs incurred according to the applicable fee schedule.
 - 3.2. Prices quoted and/or agreed for delivery of equipment, machinery, spare parts, etc. are net prices exclusive of sales tax or similar charges and delivered "ex works". From shipment to the Customer, goods shall be at the risk of the Customer who shall be responsible for their insurance against non-delivery, loss or damage unless otherwise expressly agreed in writing by Goltens. Used material, exchanged parts and tools and equipment manufactured by Goltens for the carrying out of a particular repair become the property of Goltens.
4. **Payment**
 - 4.1. Payment for the work of Goltens, together with costs and expenses, shall be made by the Customer within thirty (30) days from the date of Goltens' invoice and without any deductions whatsoever. Subject to any limitations imposed by applicable law, Goltens is entitled to charge interest on all late payments of 1.5% per month (part of a month to be considered as a whole month) and to have judicial and other costs regarding the collection of the outstanding amounts paid by the Customer. Comments or remarks which the Customer might have with regard to the invoices presented by Goltens must be made in writing within ten (10) days from the receipt of the invoice.
 - 4.2. Goltens shall have a lien on all goods delivered for as long as the Customer has not effected full payment in respect of the work done by Goltens. Further, Goltens shall have the right to attach or otherwise enforce its rights against property of the Customer, including vessel arrest, in order to secure payment of outstanding amounts.
 - 4.3. Goltens have the right of retention of the Customer's property being repaired in Goltens' workshop or otherwise in the possession of Goltens, until Goltens claims on the Customer have been settled. Unless payment is made in accordance with these General Terms and Conditions or within 60 days thereafter, Goltens have the right to sell such property at their discretion in order to cover its claim. Goltens has the right to sell goods repaired which have not been collected within one (1) year after the Customer has been notified that the goods are ready for collection. Goltens is entitled to charge for storage of goods which are not collected by the Customer within a reasonable time.
5. **Supervision and Warranty**
 - 5.1. All work carried out by Goltens is effected under the supervision and responsibility of the Customer. The Customer undertakes to give Goltens all necessary assistance for the carrying out of the contractual work. Goltens warrants that skilled workers and proper equipment will be used for the contract work.
 - 5.2. As the exclusive remedy of the Customer, Goltens grants the customer a six (6) month warranty covering defects from bad workmanship or use of faulty material in Goltens' products or services delivered. Customer shall have the responsibility to establish that its claim is covered by this warranty and make the relevant equipment available to Goltens in an unaltered state. Goltens' liability under this warranty is limited solely to an obligation at its discretion to repair or replace any defective parts or repair or reperform any defective services. All other warranties, express or implied, are expressly disclaimed.
6. **Liability**
 - 6.1. Goltens is not liable for any damage or injury whatsoever which might arise in connection with the work carried out, unless such damage or injury is proved to be a result of gross negligence by Goltens or any of their employees or subcontractors. In no event shall the aggregate liability of Goltens arising in any manner from the work exceed the greater of US \$100,000 or the amount paid to Goltens for such work.
 - 6.2. It is hereby expressly agreed and accepted by the Customer that no employee, agent or subcontractor of Goltens shall in any circumstance whatsoever be under any liability whatsoever to the Customer and every right, exemption, limitation, defense and immunity of whatever nature applicable to Goltens or to which Goltens is entitled according to these General Terms and Conditions shall also be available and shall extend to protect every such employee, agent or subcontractor.
 - 6.3. Stipulations which limit, exclude or determine liability towards Goltens, in connection with goods or services supplied by Goltens' suppliers or subcontractors can also be asserted against Customer by Goltens. Goltens shall not be liable for consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by negligence of Goltens, its employees, agents or otherwise) which arise out of or in connection with the work supplied or undertaken.
 - 6.4. In case Goltens is found liable for damage in connection with execution of a contract as against any third parties against whom Goltens cannot invoke these General Terms and Conditions, the Customer undertakes to indemnify Goltens insofar as such claims would have been excluded if these General Terms and Conditions would have been applicable against those third parties. Goltens shall not be liable for any damage arising from force majeure (such term being understood as all circumstances beyond the control of Goltens, irrespective of whether the circumstances were foreseeable, that prevent, permanently or temporarily, the successful fulfillment of the contract, including but not limited to strikes, lock-outs, war, weather, transportation problems, and failure by subcontractors).
 - 6.5. The Customer shall notify Goltens immediately upon knowledge thereof, in writing, of any and all damage allegedly caused by Goltens and any claim which relates thereto, must be presented to Goltens in writing within the applicable warranty period from the date the contractual work was terminated or should have been terminated. If the Customer fails to comply with the foregoing, Goltens shall be relieved from all liability.
7. **Cancellation**
 - 7.1. In case the Customer cancels a contract, Goltens is entitled to debit the Customer for the time spent and costs incurred.
 - 7.2. In case the execution of the contractual work has been hindered by force majeure, as specified in Clause 6.4 above for more than two (2) weeks, either of the parties is entitled to cancel the contract. In case of cancellation for such reasons, neither of the parties shall be entitled to have damages, but Goltens shall always have the right to compensation as mentioned under Clause 7.1.
8. **Applicable Law and Jurisdiction**
 - 8.1. Florida law (without regard to principles of conflicts of law) shall solely govern Goltens quotations, the contract(s) between Goltens and the Customer and also the work done by Goltens. All disputes arising in connection with the contract or other contracts resulting therefrom between Goltens and the Customer shall be adjudicated by federal or state courts in Miami - Dade County, Florida and each of the parties consent to the personal jurisdiction of such courts.
 - 8.2. These General Terms and Conditions set forth the entire agreement between the parties with respect to the subject matter hereof. If any provision hereof conflicts with any provision in any purchase order or other document of the Customer, these General Terms and Conditions shall prevail. If any provision hereof is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected and shall be enforced to the fullest extent permitted by applicable law.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 3953 Trans Date: 08/06/2018 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 08/06/2018
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE ENGINEERING Account # Order: No
SERVICES FOR THE UTILITY MICRO GRID PROJECT Print Parent Account: No

Account No.	Account Description	Amount
E.0363	DISTR O/H CONDUCTORS	184,000.00
E.5990	APPROPRIATED FUND BALANCE	184,000.00
Total Amount:		368,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2019	Period:	8	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	3955	Trans Date:	08/07/2018	User Ref:	ROBERT		
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		08/07/2018
Description:	TO RECORD THE BUDGET FOR THE ROAD END DRAINAGE IMPROVEMENT PROJECT, VBR # 01-2018-4					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.8843.900	TRANSFER TO CAPITAL..	237,000.00
A.5990	APPROPRIATED FUND BALANCE	237,000.00
H.2816.500	TRANSFER FROM GENERAL..	237,000.00
H.3097	GENERAL GOVERT CAPITAL GRANTS	237,000.00
H.5110.200	ROAD CONSTRUCTION..	474,000.00
	Total Amount:	1,422,000.00

