



**October 25, 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

- Daniel Hansen
- Keith McCamy

ANNOUNCEMENTS

- The Halloween Parade is scheduled for October 27th, beginning at 10 a.m. at Floyd Memorial Library.
- The annual Fire Department hydrant testing will take place on October 28th.
- The Village Offices will be closed on November 12th in observance of Veterans' Day.
- The Village Offices will be closed on November 22nd and November 23rd in celebration of Thanksgiving.

LIQUOR LICENSE APPLICATIONS

- New application: North Fork Wines & Vineyards, 211 Carpenter Street
- New application: Christoph Mueller or Corporation to be Formed, 47 Front Street

PRESENTATION

- Rob Lane of RPA, re: conceptual plan for re-configuration of the transportation hub, in conjunction with Suffolk County IDA

PUBLIC HEARINGS

- Proposed amendment to Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code regarding the addition of a loading zone at Central Avenue

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 10-2018-1**

RESOLUTION adopting the October, 2018 agenda as printed.

RESOLUTION # 10-2018-2

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

FIRE DEPARTMENT**RESOLUTION # 10-2018-3**

RESOLUTION approving the application for membership of Dakoda Harris Ferrari to the Standard Hose Company of the Greenport Fire Department, pending receipt of the requisite Arson Report, as approved by the Greenport Fire Department Board of Wardens on September 19, 2018.

RESOLUTION # 10-2018-4

RESOLUTION approving the application for membership of Harley Britt to the Standard Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on August 15, 2018.

RESOLUTION # 10-2018-5

RESOLUTION approving the application for membership of Megan Danisi to the Rescue Squad of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 18, 2018.

RESOLUTION # 10-2018-6

RESOLUTION approving the application for membership of Travis Maker to the Eagle Hose Company # 1 of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on August 15, 2018.

RESOLUTION # 10-2018-7

RESOLUTION approving the application for membership of Claudia LaDu to the Phenix Hook & Ladder of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on September 19, 2018.

VILLAGE ADMINISTRATOR**RESOLUTION # 10-2018-8**

RESOLUTION authorizing the attendance of Village Administrator Pallas at the APPA Legislative Rally in Washington, D.C. from February 24, 2019 through February 27, 2019; with meals not to exceed \$ 35.00 per day and lodging and conference costs not to exceed \$ 1,500.00 plus all applicable reimbursable mileage and travel costs in accordance with the Village of Greenport Travel Policy; to be expensed from account E.0782.000 (Management Services).

RESOLUTION # 10-2018-9

RESOLUTION ratifying the hiring of Sincere Smith as a seasonal, part-time Carousel and Ice Rink employee at a pay rate of \$11.00 per hour, effective October 5, 2018.

RESOLUTION # 10-2018-10

RESOLUTION ratifying the hiring of Javier Garcia and Douglas Cruz as seasonal, part-time Park Attendant and Ice Rink employees at a pay rate of \$11.00 per hour, effective October 19, 2018.

RESOLUTION # 10-2018-11

RESOLUTION approving an increase in the hourly wage rate for Chad Osmer, from \$ 16.64 to \$ 18.00 per hour, effective October 31, 2018 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.

VILLAGE TREASURER**RESOLUTION # 10-2018-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4001, to appropriate reserves for the rebuilding of the Central Station and Claudio's Pump Station pumps, and directing that Budget Amendment #4001 be included as part of the formal meeting minutes for the October 25, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 10-2018-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4002, to appropriate reserves for the purchase of a used pump out boat, and directing that Budget Amendment #4002 be included as part of the formal meeting minutes for the October 25, 2018 regular meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 10-2018-14

RESOLUTION adopting the attached SEQRA resolution regarding the conditional approval of the Wetlands Permit Application submitted by applicant 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; 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 will not have a significant negative impact on the environment.

RESOLUTION # 10-2018-15

RESOLUTION approving the Wetlands Permit Application submitted by applicant North Ferry Company, Inc., per the public hearing held on September 27, 2018 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. The following Conservation Advisory Council conditions apply to this approval:

- Installation of a guard rail along the south end of the bulkhead
- Remediation activities within the Village of Greenport, including but not limited to, the removal of trees within Moore's Drain or pathways within Moore's Woods, with reimbursement to the Village of Greenport for the services of two (2) laborers for three (3) eight-hour days, at a maximum cost of \$ 3,000 and
- Identification of source of any fill used for the project.

Per the Conservation Advisory Council recommendation, the term of this permit shall be two years.

RESOLUTION # 10-2018-16

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic), Article 47, Schedule IX (Crosswalks) of the Village of Greenport; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 10-2018-17

RESOLUTION adopting Local Law # _____ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic), Article 47, Section IX (Crosswalks) to add a crosswalk on Main Street between Monsell Place and Bridge Street.

RESOLUTION # 10-2018-18

RESOLUTION establishing March 19, 2019 as the Village of Greenport Election Day, to fill the expiring terms of Mayor and two Trustees.

RESOLUTION # 10-2018-19

RESOLUTION setting the date and times of the 2019 Village Board Election as March 19, 2019 from 6:00 a.m. - 9:00 p.m. and setting the polling place of the Village election on March 19, 2019 to be the Greenport Firehouse at Third Street in Greenport, NY.

RESOLUTION # 10-2018-20

RESOLUTION setting two Village Voter Registration Days, as follows:

- Thursday, March 7, 2019 from 8:30 a.m. - 5:00 p.m.
- Saturday, March 9, 2019 from 11:00 a.m. - 5:00 p.m.

RESOLUTION # 10-2018-21

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the upcoming Village Election on March 19, 2019.

RESOLUTION # 10-2018-22

RESOLUTION approving the attached 2018 – 2019 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2018 – 2019 fees applicable to the administration by Penflex, Inc. of the Village of Greenport Volunteer Firefighter Length of Service Awards Program.

RESOLUTION # 10-2018-23

RESOLUTION scheduling a public hearing for 7:00 p.m. on November 26, 2018 at the Station One Firehouse, Third and South Streets, Greenport, New York, 11944; regarding the Wetlands Permit Application submitted by Robert Bohn on behalf of Stirling Cove Condo; to construct approximately 150' of vinyl bulkhead 18' seaward, to remove two (2) 5' x 20' floating docks and construct 4' x 90' catwalks; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 10-2018-24

RESOLUTION amending Resolution # 09-2018-9 from the September 27, 2018 Regular Meeting of the Village of Greenport Board of Trustees, to include the \$ 695 per month 2019 rate for the month of September for Trailers, RV's and "Fifth Wheels".

RESOLUTION # 10-2018-25

RESOLUTION approving the attendance of Clerk Pirillo at the Long Island Village Clerks and Treasurers Association November 2018 Meeting on November 8, 2018 in Riverhead, New York; with the conference fee of \$ 35 and applicable mileage reimbursement, in accordance with the Village of Greenport Travel Policy, to be expensed from account A.1410.400 (Clerk Contractual Expense).

RESOLUTION # 10-2018-26

RESOLUTION approving the attached agreement in the amount of \$17,772.17 between the Village of Greenport and DeAl Concrete Corporation regarding the replacement of selected ramps, sidewalks, curbs and driveway aprons on Main Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete Corporation.

VILLAGE ATTORNEY**RESOLUTION # 10-2018-27**

RESOLUTION approving the retainer letter submitted by Hamburger, Maxson, Yaffe & McNally, LLP as special counsel to the Village of Greenport in the matter of Genesys vs. Greenport, and further authorizing payment to Hamburger, Maxson, Yaffe & McNally, LLP per the retainer letter and corresponding invoice.

VILLAGE TRUSTEES**RESOLUTION # 10-2018-28**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 103 (Rental Properties) and Chapter 150 (Zoning) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 103 and Chapter 150 to be a Type I Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 10-2018-29

RESOLUTION adopting Local Law # _____ of 2018 as attached, amending Village of Greenport Code Chapter 103 (Rental Properties) and Village of Greenport Code Chapter 150 (Zoning) to amend the existing regulations of Chapter 103 of the Greenport Village Code regarding the rental of residential property and properties and to amend Chapter 150 to correspond with the changes in Chapter 103.

RESOLUTION # 10-2018-30

RESOLUTION authorizing the Fifth Annual Greenport Turkey Trot, which will begin in the Sterlington Commons Parking Plaza on Thanksgiving morning, November 22, 2018 at 8:00 a.m., with the 5K race course to proceed through the streets of the Village of Greenport and end in the Sterlington Commons Shopping Plaza by 11:00 a.m.

VOUCHER SUMMARY**RESOLUTION # 10-2018-31**

RESOLUTION approving all checks per the Voucher Summary Report dated October 19, 2018, in the total amount of \$ 1,303,313.80 consisting of:

- o All regular checks in the amount of \$ 623,375.22, and
- o All prepaid checks (including wire transfers) in the amount of \$ 679,938.58.

September 24, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-50 SCHEDULE XII (LOADING ZONES)
OF THE GREENPORT VILLAGE CODE

TO CREATE A LOADING ZONE
ON THE SOUTH SIDE OF CENTRAL AVENUE

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 132-50 Schedule XII

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section
132-50 Schedule XII Loading Zones of the Greenport Village Code to Create a Loading
Zone on the south side of Central Avenue.

1.2. Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to 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 132-50 Loading Zones of the Greenport Village Code:

"Name of Street	Side	Location
Central Avenue	South	60 feet from the corner of Main Street, and extending a distance of 55' in length, and 8' wide

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.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 4001 Trans Date: 10/04/2018 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 10/04/2018
Description: TO APPROPRIATE RESERVES TO FUND THE REBUILDING OF CENTRAL PUMP STATION AND CLAUDIO'S PUMP STATION PUMPS Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	6,800.00
G.8130.203	MAJOR PUMP STATION REPAIR..	6,800.00
Total Amount:		13,600.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 4002 Trans Date: 10/05/2018 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 10/05/2018
Description: TO APPROPRIATE RESERVES FOR THE PURCHASE OF A USED PUMP OUT BOAT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	5,000.00
A.8843.900	TRANSFER TO CAPITAL..	5,000.00
H.2816.500	TRANSFER FROM GENERAL..	5,000.00
H.7112.200	MARINA CAPITAL EXPENSE	5,000.00
	Total Amount:	20,000.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF NORTH FERRY COMPANY, INC.

WHEREAS an application for a wetlands permit approval was filed by North Ferry Company, 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 a Type II 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; all of the above provided that certain conditions are met as follows:

- Installation of a guard rail along the south end of the bulkhead
- Remediation activities within the Village of Greenport, including but not limited to, the removal of trees within Moore's Drain or pathways within Moore's Woods, and
- Identification of source of any fill used for the project.

The term of this permit shall be two years.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: October 12, 2018

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 create additional regulations in Chapter 132 of the Greenport Village Code regarding the addition of a crosswalk on Main Street between Monsell Place and Bridge Street; 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 addition of a crosswalk on Main Street between Monsell Place and Bridge Street; 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 addition of a crosswalk on Main Street between Monsell Place and Bridge Street; 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 addition of a crosswalk on Main Street between Monsell Place and Bridge Street; 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: October 12, 2018

September 24, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-47 OF THE GREENPORT VILLAGE CODE

TO CREATE AN ADDITIONAL CROSSWALK ON MAIN STREET
BETWEEN MONSELL PLACE AND BRIDGE STREETS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-47

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 132-47 of the Greenport Village Code to Add an Additional Crosswalk on Main Street between Monsell Place and Bridge Street".

1.2. Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create an additional crosswalk for the public health and welfare of the residents and visitors of the Village.

2.0 General Provisions.

2.1 The language of Section 132-47 of the Greenport Village Code regarding crosswalks is hereby amended to add the following crosswalk:

“29. On Main Street between Monsell Place and Bridge Street.”

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.

Penflex, Inc. 11/1/2018-10/31/2019 Service Fee Agreement

VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: \$3,500, \$100 change from 2017

Per-Participant Fee: \$17, \$0 change from 2017

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2017

Total Estimated Standard and Distribution Services Fees: \$6,000

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2017:

NYS LOSAP Audit Package: No

GASB 73 Package: No

Please Check 'Yes' Or 'No' For Program Year 2018:

Complete the NYS LOSAP Audit Package for a fee of \$495: _____ Yes _____ No

This is a \$0 change from 2017. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package for a fee of \$950: _____ Yes _____ No

This is a \$200 change from 2017. Please refer to the enclosed 'GASB 73 Frequently Asked Questions' for more information. For a sample GASB 73 package, please email: info@penflexinc.com

Auditing Firm: _____

Contact Name: _____

Email Address: _____

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Mayor sign and return this Service Fee Agreement. Keep a copy for your records.

Mayor
Village of Greenport

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

AGREEMENT

Agreement made this day of October 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DEAL"), with Vendor # VC0039398 under Suffolk County Contract # 5-16.6.2A1, and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Main Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons (the "Project").

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Contract Work as detailed in the DeAl Concrete Corp. proposal to the Village of Greenport dated March 7, 2018 (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

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

3. SCOPE OF SERVICES

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

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

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seventeen thousand, seven-hundred seventy two dollars and seventeen cents (\$ 17,772.17) which shall be payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including

but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

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

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

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

8. **INDEPENDENT CONTRACTOR**

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

9. **INSURANCE**

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

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

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

10. **INDEMNITY AND LIMITATION**

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

11. **CHANGES AND EXTRA SERVICES**

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

B. Any notification by DeAl Concrete Corp. must be provided within thirty

(30) days from the date of receipt by DeAl Concrete Corp. of the Village's written notification of a proposed change.

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

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

12. TIME FOR PERFORMANCE; DELAYS

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

13. TERMINATION

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

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

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the

Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

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

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

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

16. **RELEASE OF LIEN**

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

17. **COMPLETION, FINAL APPROVAL**

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

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

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

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of

Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

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

21. **NOTIFICATION**

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

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

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

22. **DISPUTES; APPLICABLE LAW**

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

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

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. The

terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated March 7, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

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

26. **WARRANTY**

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

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

VILLAGE OF GREENPORT:

By: _____

DEAL CONCRETE CORP.

BY: _____

ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF _____)
)ss:
COUNTY OF _____)

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

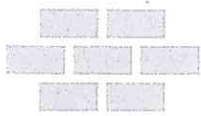
(SEAL) _____
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL) _____
Notary Public



DeAI Concrete Corp.

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

Estimate

Estimate No: 186
Date: 03/07/2018

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

Description	Amount
SUFFOLK COUNTY DPW CONTREACT #5-16.6.2A1 JOB: MAIN STREET	\$17,772.17
ITEM 203.02 UNCL. EXCAVATION 20CY X 60.00= \$1,200.00 ITEM 520.09000010 SAW CUTTING PAV. 170LF X 3.00= \$510.00 ITEM 608.0101 CONCRETE SIDEWALK & APRONS 18CY X 750.00= \$13,500.00 ITEM 609.0401 CONCRETE CURB 20LF X 30.00= \$600.00 ITEM 608.21 WARNING UNITS 1.11SY X 450.00= \$499.50 ITEM 304.10119917 SUBBASE 5CY X 60.00= \$300.00 ITEM 619.01 TRAFFIC MAINT. 07% X 16,609.50= \$1,162.67	
	Subtotal \$17,772.17
	0% \$0.00
	Total \$17,772.17
	Total \$17,772.17

COUNTY OF SUFFOLK



**STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE**

DEPARTMENT OF PUBLIC WORKS

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS G. VAUGHN
DEPUTY COMMISSIONER

NOTICE OF CONTRACT

2ND AND FINAL EXTENSION

ANNUAL REQUIREMENTS CONTRACT: AMERICANS WITH DISABILITIES ACT (ADA) ANNUAL IMPROVEMENTS

COMMODITY CODE: 91361

CONTRACT #: 5-16.6.2A1

INITIATING DEPT: DPW
1490

OPENING DATE:

PERIOD OF CONTRACT: 08-23-2018 **THROUGH** 08-22-2019

BID #: 16/014LPWI

VENDOR: DEAL CONCRETE CORP
PO BOX 356
BOHEMIA NY 11716

TAX ID: VC0039398

CONTACT: RICHARD DE ALMEIDA

PHONE: 631-384-8798

FAX:

EMAIL: dealconcrete@optonline.net

ADDITIONAL VENDORS: [CLICK HERE](#)

DETAIL PAGE: [CLICK HERE](#)

ATTACHMENT:

FOR FURTHER INFORMATION CONTACT PURCHASING AGENT: JEANETTE HICKEY
631-852-5220

08-27-2018

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE

YAPHANK, N.Y. 11980

**(631) 852-5196
FAX (631) 852-5221**

[Return to Contract List](#)

[Return to Search Page](#)

For technical assistance or technical comments [CLICK HERE](#)

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION ADOPTING LEAD AGENCY STATUS AND CLASSIFYING THE CONSIDERATION OF PROPOSED LOCAL LAW NO. ____ OF 2018 AMENDING CHAPTERS 103 AND 150 OF THE GREENPORT VILLAGE CODE FOR REGULATIONS FOR THE RENTAL OF RESIDENTIAL PROPERTIES AS A TYPE 1 ACTION FOR PURPOSES OF SEQRA, DETERMINING THAT THE ADOPTION OF THE LOCAL LAW WILL NOT HAVE A SIGNIFICANT NEGATIVE IMPACT ON ONE OR MORE ASPECTS OF THE ENVIRONMENT AND ADOPTING A NEGATIVE DECLARATION FOR PURPOSES OF SEQRA

WHEREAS a proposed Local Law No. ____ of 2018 (the “Local Law”) amending portions of the Greenport Village Code (the “Code”) as follows: Section 103-4 Definitions, to add definitions for Long Term Occupancy, Owner-Occupied, Residential Property, and Short Term Rental and creating Sections 103-7A, 103-12(I) and 150-11.2 of the Greenport Village Code to add regulations regarding the rental of property has been proposed by the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees duly noticed and conducted a public hearing on that Local Law of 2018 and having closed the public hearing on the Local Law of 2018 on September 27, 2018; and

WHEREAS a Long Form EAF including Parts I, II and III regarding the review of the action of the adoption of the Local Law of 2018 for purposes of SEQRA was prepared by the Village of Greenport and Parts 1., 2., and 3., the criteria for determining significance set forth in 6 N.Y.C.R.R. § 617.7(c) of the SEQRA regulations, and the comments made at the public hearing and such other public comments as received by the Board and such other information deemed appropriate; were reviewed by the Board of Trustees prior to their consideration of the adoption of this resolution and the Local Law; and

WHEREAS, the Board of Trustees identified areas of environmental concern, if any, has taken a hard look at these areas and the likelihood of an impact on the environment, and has made a reasoned elaboration of the basis for its determination; and

WHEREAS the Board of Trustees is duly empowered to take certain actions pursuant to the State Environmental Quality Review Act [ECL Article 8 and its implementing regulations in 6 NYCRR Part 617] (“SEQRA”) with regard to the Local Law and the Code; it is therefore

RESOLVED that the Board of Trustees hereby determines that there are no other involved agencies in the adoption of the Local Law and, therefore, the Board of Trustees adopts SEQRA Lead Agency status with regard to the consideration of the Local Law; and it is further

RESOLVED that the Board of Trustees hereby determines that the consideration of the Local Law is a Type I Action under SEQRA as the proposed local law has the potential to affect uses on more than 25 acres in one or more districts in the Village; and it is further

RESOLVED the adoption of the Local Law will not have any significant adverse impacts on the environment for the reasons set forth in the attached Negative Declaration; and

FURTHER RESOLVED that this resolution shall take effect immediately.

**State Environmental Quality Review Act
Notice of Determination of Non-Significance
Negative Declaration
Board of Trustees of the Incorporated Village of Greenport
Suffolk County, New York**

**Proposed Local Law Amending Chapter 103 and Chapter 150 Regarding the
Short Term Rental of Property**

Date: October 25, 2018

This notice is issued pursuant to Article 8 of the Environmental Conservation Law and the implementing regulations therefor at 6 NYCRR Part 617 (collectively, the "State Environmental Quality Review Act" or "SEQRA").

The Board of Trustees of the Incorporated Village of Greenport ("Trustees"), as Lead Agency for the SEQRA review, has determined, subsequent to review of a Full Environmental Assessment Form (EAF) Parts 1, 2 and 3, as well as other information before the Trustees, that the proposed action described below will not have a significant adverse effect on the environment, and that an Environmental Impact Statement (EIS) will not be prepared.

Name of Action: Local Law Amending Chapter 103 and Chapter 150 of the Greenport Village Code regarding the short term rental of property ("Local Law").
SEQR Status: Type I

Conditioned Negative Declaration: No

Description of Action: The proposed action consists of an amendment to the Greenport Village Code Section 103-4 to add Definitions for Long Term Occupancy, Owner-Occupied, Residential Property and Short Term Rental, and to create Section 103-7A and Section 103-12(I) to create regulations regarding the short term rental of property, and to create Section 150-11.2 of the Greenport Village Code prohibiting the short term rental of property except in accordance with Chapter 103 of the Greenport Village Code.

Project Location: Incorporated Village of Greenport
Suffolk County, New York

Reasons Supporting this Determination:

In accordance with SEQRA, the Trustees, as Lead Agency, using the EAF and other relevant information cited herein and comparing same with the thresholds set forth at 6 NYCRR §617.4 determined that the proposed action is a Type I Action. Coordinated review was not conducted, as the Board of Trustees was determined to be the only involved agency.

It is noted that a full EAF, and other information before the Trustees including but not limited to public comment, have been found by the Trustees to be relevant to this proposed action, and have been relied upon, in part, in reaching the determination set forth herein.

Based upon the information contained in the EAF the Trustees, as Lead Agency for the action contemplated herein, and after due deliberation, review and analysis of the proposed action, the EAF, the aforementioned EAF, and other relevant information cited herein, and the criteria set forth in 6 NYCRR §617.7, hereby determines that the proposed action will not result in any significant adverse impacts to the environment. This determination is supported by the following:

1. The regulations contained in the Local law propose regulations regarding the use of residential properties in the Village of Greenport for the short term rental of those properties. The regulations will not change

**State Environmental Quality Review Act
Notice of Determination of Non-Significance
Negative Declaration**

Page 2

the intensity of the use of the land in the village and will not impair the character or quality of the existing community.

2. The use of properties in the Village to the extent affected by the regulations in the Local law will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways.

3. The properties that could potentially be affected by the Local Law are serviced by the Greenport Municipal Electric Utility and the Greenport Municipal Waste Treatment Plant and there is no increase in the demand or use of energy or production of wastewater that can be expected from the regulations in the Local Law that would impact the power plant or system or the wastewater treatment plant, or increase in the production of solid waste.

4. The Village of Greenport has a Historic District, and the regulations contained in the Local Law will not impair the character or quality of the Historic District or of any other historic or aesthetic resources of the Village.

5. The adoption of the Local Law will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna, and will not result in an increase in the potential for erosion, flooding or drainage problems.

6. The proposed action would not create a material demand for other actions that would result in one of the above consequences.

7. Implementation of the proposed action by the adoption of the Local Law would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.

For Further Information:

Contact Person: Honorable George W. Hubbard, Jr.
and the Board of Trustees of the Incorporated Village of Greenport

Address: Village of Greenport Village Hall
236 Third Street
Greenport, New York 11944

Telephone Number: (631) 477-1243

Email Address: spirillo@greenportvillage.org

A copy of this Notice will be published in the Environmental Notice Bulletin and kept on file at the offices of the Lead Agency.

LOCAL LAW NO. OF THE YEAR 2018
AMENDING CHAPTERS 103 AND 150 OF THE GREENPORT VILLAGE CODE
REGULATIONS FOR THE RENTAL OF RESIDENTIAL PROPERTIES
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 of Chapter 103.
- 3.0 Severability.

1.1 Title

This Local Law shall be entitled “Local Law of 2018 Amending Chapters 103 and 150 of the Greenport Village Code, Rental Regulations for Residential Properties”.

1.2. Enactment.

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

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend the existing regulations of Chapter 103 of the Greenport Village Code regarding the rental of residential property and properties containing a residential use in the Village of Greenport so that the short term rental of a property or a portion thereof which is not owner occupied or occupied by a long term occupancy as defined in this Local Law shall be prohibited, and to amend Chapter 150 to correspond with the changes in Chapter 103.

General Provisions.

2.1 Section 103-4 Definitions, of the Greenport Village Code, is amended to add the following definitions:

LONG TERM OCCUPANCY: Occupancy by a written lease with a term of at least one year.

OWNER-OCCUPIED; Occupation by the owner of the property and/or the owner's immediate family.

RESIDENTIAL PROPERTY; Property which is zoned for residential use or that portion of a mixed use property which is a residential use.

SHORT TERM RENTAL; The rental of residential property or a portion thereof for a term of less than 14 days, which shall not include the rental of rooms by a Bed and Breakfast establishment that has been approved by the Village of Greenport under Greenport Village Code Section 150-7(b)(7).

2.2 Section 103-7A is hereby created to read as follows:

The Short Term Rental of a residential property or a portion thereof is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or is occupied

as a Long Term Occupancy, or a portion of a single family house, the remainder of which is Owner Occupied or is occupied as a Long Term Occupancy.

2.2 Section 103-12(I) of the Greenport Village Code shall be created to read as follows:

103-12(I) A rental permit number shall be issued for each rental permit that is granted by the Village and the rental permit number shall be displayed on all advertisements of the rental unit to which the rental permit number corresponds.

2.3 Section 150-11.2 of the Greenport Village Code shall be created to read as follows:

“Section 150-11.2 Short Term Rentals a Prohibited use.

The Short Term Rental of a residential property or a portion thereof (as defined in Section 103-4 of the Greenport Village Code) is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or occupied as a Long Term Occupancy or a portion of a single family house, the remainder of which is Owner Occupied or occupied by a Long Term Occupancy.

Severability

In the event that one or more of the provisions of this local law or Chapter shall be deemed to be unenforceable, the remaining provisions of this local law or Chapter shall remain in full force and effect.