



**June 28, 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**

Martha T. Jackson  
Timothy J. Reeves  
Jane Ann Smith  
Charles J. Umbach

## **ANNOUNCEMENTS**

The Farmers' Market has begun operating from 10 a.m. – 2 p.m. each Saturday.

The children's free Summer swim program will begin on July 2<sup>nd</sup>.

## **LIQUOR LICENSE APPLICATIONS**

New application for 48 Front Street Restaurant Corporation, at 48 Front Street

## **PUBLIC HEARINGS - None**

## **PUBLIC TO ADDRESS THE BOARD**

## **REGULAR AGENDA**

## CALL TO ORDER

## RESOLUTIONS

**RESOLUTION # 06-2018-1**

RESOLUTION adopting the June, 2018 agenda as printed.

**RESOLUTION # 06-2018-2**

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

**RESOLUTION # 06-2018-3**

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on June 21, 2018:

RESOLUTION authorizing the request of an extension of time from the Suffolk County Legislature to develop low-income housing at 324 Johnson Court, Greenport, New York, within two years of the date of adoption of the extension resolution by the Suffolk County Legislature.

## VILLAGE ADMINISTRATOR

**RESOLUTION # 06-2018-4**

RESOLUTION ratifying the hiring of Kathleen Tasca and Daniel Holmes as seasonal, part-time employees at the Village of Greenport Carousel at a pay rate of \$11.00 per hour, effective June 9, 2018.

**RESOLUTION # 06-2018-5**

RESOLUTION ratifying the hiring of Dillon Cassidy as a seasonal, part-time Camp Counselor at a pay rate of \$11.00 per hour, effective June 12, 2018.

**RESOLUTION # 06-2018-6**

RESOLUTION ratifying the hiring of Breanna Shelby, Miguel Gomez, Julian Pringle, Giovanni Iona, and Jady Maichin as seasonal, part-time Camp Counselors at a pay rate of \$11.00 per hour, effective June 12, 2018.

**RESOLUTION # 06-2018-7**

RESOLUTION authorizing an increase in the hourly wage rate for Craig Johnson, from \$ 14.57 per hour to \$ 15.73 per hour, effective July 4, 2018 based on the completion of a job-related course of study, per Article VIII, Section 9(c) - Earned Credits - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.



**VILLAGE TREASURER****RESOLUTION # 06-2018-8**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3871 for the General Fund for the 2017/2018 Fiscal Year, and directing that Budget Amendment #3871 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 06-2018-9**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3875 for the General Fund for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3875 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 06-2018-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3878 for the Fire Department for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3878 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 06-2018-11**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3879 for the Electric, Water and Sewer Funds for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3879 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 06-2018-12**

RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of \$ 18,863.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

**VILLAGE CLERK****RESOLUTION # 06-2018-13**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) 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 # 06-2018-14**

RESOLUTION adopting Local Law # \_\_\_\_\_ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to add two (2) additional handicap parking spaces at Manor Place on the side of the Holy Trinity Church at 768 Main Street.

**RESOLUTION # 06-2018-15**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) 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 # 06-2018-16**

RESOLUTION adopting Local Law # \_\_\_\_\_ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to add a stop sign southbound on Fifth Street at Johnson Place and to add a stop sign southbound on Sixth Street at Johnson Place.

**RESOLUTION # 06-2018-17**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) 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 # 06-2018-18**

RESOLUTION adopting Local Law # \_\_\_\_\_ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to adopt a speed limit of 25 miles per hour on Main Street from Bridge Street to Front Street, and on Front Street from Main Street to Sixth Street, subject to New York State approval, where approval is required.

**RESOLUTION # 06-2018-19**

RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Third Street Firehouse on August 18, 2018 for the annual Chicken Barbecue Fundraiser.



**RESOLUTION # 06-2018-20**

RESOLUTION approving the Public Assembly Permit Application submitted by Dinni Gordon on behalf of Sister Margaret Smyth of the North Fork Spanish Apostolate for the use of a portion of Mitchell Park from 11:00 a.m. through 1:00 p.m. on June 30, 2018 for a Families Belong Together rally.

**RESOLUTION # 06-2018-21**

RESOLUTION approving the Public Assembly Permit Application submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department for the use of the Polo Grounds on Moores Lane from 6:00 p.m. through midnight from July 3, 2018 through July 7, 2018 for the annual Carnival Fundraiser, with fireworks displays to be held on July 5, 2018 and July 7, 2018.

**RESOLUTION # 06-2018-22**

RESOLUTION approving the following musical performance schedule and payments for the 2018 Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions):

July 2, 2018 - Who Are Those Guys - \$ 900

July 9, 2018 - Vendettas - \$ 1,000

July 16, 2018 - Southbound - \$ 1,200

July 23, 2018 - That Motown Band - \$ 1,200

July 30, 2018 - Abrazos - \$ 2,500

August 6, 2018 - No Request - \$ 1,100

August 13, 2018 - Winston Irie - \$ 1,300

August 20, 2018 - Cravin Band - \$ 1,200

August 27, 2018 - Gene Casey and the Lonesharks - \$ 1,200

**RESOLUTION # 06-2018-23**

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 # 06-2018-24**

RESOLUTION authorizing the solicitation of bids for the purchase of a new wood-chipping machine to be used by the Electric and Road Departments, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 06-2018-25**

RESOLUTION approving the attached agreement in the amount of \$ 160,679.79 between the Village of Greenport and DeAl Concrete Corporation regarding the replacement of selected ramps, sidewalks, curbs and driveway aprons on Fifth Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

**RESOLUTION # 06-2018-26**

RESOLUTION approving the attached agreement in the amount of \$ 144,342.50 between the Village of Greenport and DeAl Concrete Corporation regarding construction and services related to the road-end drainage project on Fifth Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

**RESOLUTION # 06-2018-27**

RESOLUTION approving the attached agreement in the amount of \$ 21,000.00 between the Village of Greenport and DeAl Concrete Corporation regarding construction and services related to the replacement of the concrete culvert on Wiggins Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

**RESOLUTION # 06-2018-28**

RESOLUTION approving the attached agreement in the amount of \$ 7,500.00 between the Village of Greenport and Costello Marine Contracting Corporation regarding materials and labor necessary for the repairs to the "A" Dock Float at The Village of Greenport Mitchell Park Marina, and authorizing Mayor Hubbard to sign the agreement between The Village of Greenport and Costello Marine Contracting Corporation.

**RESOLUTION # 06-2018-29**

RESOLUTION approving the attached agreement in the amount of approximately \$ 3,750.00 between the Village of Greenport and Costello Marine Contracting Corporation regarding materials and labor necessary for bolt repairs (at a price of \$ 750.00 per hour) to the East Dock at The Village of Greenport Mitchell Park Marina, and authorizing Mayor Hubbard to sign the agreement between The Village of Greenport and Costello Marine Contracting Corporation.

**RESOLUTION # 06-2018-30**

RESOLUTION approving the attached agreement between the Village of Greenport and Enid Hatton for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of \$ 1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Enid Hatton.



**RESOLUTION # 06-2018-31**

RESOLUTION approving the attached agreement between the Village of Greenport and Jada Rowland for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of \$ 1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Jada Rowland.

**RESOLUTION # 06-2018-32**

RESOLUTION approving the attached agreement between the Village of Greenport and Cliff Miller for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of \$ 1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Cliff Miller.

**RESOLUTION # 06-2018-33**

RESOLUTION approving the attached agreement between the Village of Greenport and W.A. Dodge for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of \$ 1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and W.A. Dodge.

**RESOLUTION # 06-2018-34**

RESOLUTION approving the attached agreement between the Village of Greenport and Scott Hewett for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of \$ 1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Scott Hewett.

**RESOLUTION # 06-2018-35**

RESOLUTION ratifying the hiring of Ryan Weingart as a part-time, seasonal Parking Code Enforcement Officer for the Village of Greenport, at a wage rate of \$ 15.00 per hour, effective June 8, 2018.

**RESOLUTION # 06-2018-36**

RESOLUTION scheduling a public hearing for 7:00 p.m. on July 26, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Brooke Epperson on behalf of Erika Cabral, to construct a new garage, covered cabana, hot tub and pool; with 11,540 cubic feet of dirt removed from the site, on the property at 127 Bay Avenue, Greenport, New York, 11944; and directing Clerk Pirillo to notice the public hearing accordingly.

**VILLAGE ATTORNEY****RESOLUTION # 06-2018-37**

RESOLUTION authorizing the use of the professional services of the firm of Sinnreich, Kosakoff, and Messina as additional external counsel, in regard to current litigation between the Village of Greenport and Genesys Engineering.

**VILLAGE TRUSTEES****RESOLUTION # 06-2018-38**

RESOLUTION scheduling a public hearing for 7:00 p.m. on July 26, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter (103 Rental Properties) 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 # 06-2018-39**

RESOLUTION approving all checks per the Voucher Summary Report dated June 25, 2018, in the total amount of \$ 783,256.10 consisting of:

- o All regular checks in the amount of \$ 783,256.10.

**RESOLUTION # 06-2018-40**

RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated June 25, 2018, in the total amount of \$ 378,965.21 consisting of:

- o All regular checks in the amount of \$ 335,168.17, and
- o All prepaid checks (including wire transfers) in the amount of \$ 43,797.04.





# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2018	Period: 5	Trans Type: B1 - Transfer	Status: Batch
Trans No: 3875	Trans Date: 05/31/2018	User Ref: ROBERT	
Requested: R. BRANDT	Approved:	Created by: ROBERT	06/14/2018
Description: FISCAL YEAR END 2017-2018 BUDGET TRANSFER FOR THE GENERAL FUND		Account # Order: No	
		Print Parent Account: No	

Account No.	Account Description	Amount
A.1113.100	PARKING ENFORCEMENT PERSONNEL SERVICES	40,030.00
A.3620.100	SAFETY INSPECTION PERSONNEL SERVICES	-39,890.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	5,000.00
A.7312.401	CAROUSEL EXPENSE	5,805.00
A.7230.101	MITCHELL MARINA PERSONNEL	-2,040.00
A.7180.400	MCCANN TRAILER PARK EXP	-4,000.00
A.8020.100	PLANNING PERSONNEL SERVICES	339.00
A.7520.403	HISTORICAL PROPERTY SCHOOLHOUSE	500.00
A.8510.200	HISTORIC PRESERVATION COMM.	1,010.00
A.7180.100	MCCANN TRAILER PARK PERSONNEL SERVICES	132.00
A.7020.406	CREDIT CARD FEES REC	1,490.00
A.7120.100	RECREATION CENTER PERSONNEL SERVICES	23,510.00
A.7110.101	PARKS RECREATION PERSONNEL	-13,690.00
A.8010.100	ZONING PERSONNEL SERVICES	-18,617.00
A.8620.400	COMM DEV CONTR EXP.	1.00
A.8620.800	COMM DEV EMPLOYEE BENEFITS	420.00
	<b>Total Amount:</b>	<b>0.00</b>









# VILLAGE OF GREENPORT

## Budget Adjustment Form

Account No.	Account Description	Amount
G.7852.400	PILOT TO GENERAL FUND..	3,060.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	1,116.00
G.8110.400	ELECTRIC SERVICE..	8,100.00
G.8110.407	EMPLOYEE TRAINING..	1,230.00
G.8130.403	CHEMICALS..	5.00
G.8110.700	INTEREST ON LTD..	-12,850.00
G.9060.800	HOSPITALIZATION.EMPLOYEE BENEFITS	-6,255.00
E.0721	POWER PURCHASED	59,700.00
	<b>Total Amount:</b>	<b>0.00</b>

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA  
ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE  
TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES  
AT MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create two additional handicap parking spaces at Manor Place on the side of 768 Main Street the Holy Trinity Church;

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create two additional handicap spaces on Manor Place on the side of 768 Main Street is an unlisted action for purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and



Will not result in a change in the use or intensity of the use of land; and  
Will not impair the character or quality of the existing community; and  
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

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;  
and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee \_\_\_\_\_ seconded by Trustee \_\_\_\_\_,

In Favor \_\_\_\_\_

Against: \_\_\_\_\_

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-57 TO ADD TWO NEW HANDICAP SPACES			
Project Location (describe, and attach a location map): FIFTH STREET AND SIXTH STREET			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW TO ADD TWO NEW HANDICAP SPACES			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 0 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			



5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?  b. Are public transportation service(s) available at or near the site of the proposed action?  c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

Project: Date: 

***Short Environmental Assessment Form  
Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Project:	
Date:	

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT	JUNE 26, 2018
Name of Lead Agency	Date

Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
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Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
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**PRINT FORM**

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA  
FOR THE ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-57  
TO CREATE TWO NEW HANDICAP PARKING SPACES

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE  
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces at Manor Place on the side of the Holy Trinity Church.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces on Main Street at Manor Place on the side of the Holy Trinity Church.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.



May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE  
TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES AT  
MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

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 132-57

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section  
132-57 of the Greenport Village Code to Add Two (2) Additional Handicap Parking  
Spaces at Manor Place on the side of 768 Main Street - the Holy Trinity Church".

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 two (2) additional handicap parking space to address the needs of the residents of the Village.

2.0 General Provisions.

2.1 The language of Section 132-57 of the Greenport Village Code regarding Handicap parking at Manor Place on the side of 768 Main Street - the Holy Trinity Church shall be amended to read as follows:

Name of Street	Number of Spaces	Location
Manor Place	2	On the side of 768 Main Street - the Holy Trinity Church

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA  
ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-43 (SCHEDULE V)  
OF THE GREENPORT VILLAGE CODE  
TO ADD ADDITIONAL STOP INTERSECTIONS  
ON FIFTH AND SIXTH STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to add additional stop intersections on Fifth Street and Sixth Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to create two additional stop intersections on Fifth Street and Sixth Street; and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code;

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and



Will not impair the character or quality of the existing community; and

Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

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; and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee \_\_\_\_\_ seconded by Trustee \_\_\_\_\_.

In Favor \_\_\_\_\_

Against: \_\_\_\_\_

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-43 TO ADD TWO STOP INTERSECTIONS			
Project Location (describe, and attach a location map): FIFTH STREET AND SIXTH STREET			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW TO ADD TWO NEW STOP INTERSECTIONS			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 0 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If yes, explain purpose and size: _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I FIRMLY BELIEVE AND KNOWLEDGE THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>VILLAGE OF GREENPORT</u>	Date: <u>JUNE 26, 2018</u>	
Signature: _____	_____	

Project: Date: 

***Short Environmental Assessment Form  
Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project: \_\_\_\_\_  
Date: \_\_\_\_\_

### Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
BOARD OF TRUSTEES VILLAGE OF GREENPORT Name of Lead Agency	JUNE 26, 2018 Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM



BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA  
FOR THE ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-43 SCHEDULE V STOP INTERSECTIONS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE  
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-43 Schedule V Stop Intersections of the Greenport Village Code to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-43 Schedule V Stop Intersections to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.

May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018  
AMENDING SECTION 132-43 (SCHEDULE V) OF THE GREENPORT  
VILLAGE CODE  
TO CREATE ADDITIONAL STOP INTERSECTIONS  
ON FIFTH AND SIXTH 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 132-43
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section 132-57 of the Greenport Village Code to Add Additional Stop Intersections at Fifth and Sixth Streets”.

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 handicap parking space to address the needs of the residents of the Village.

2.0 General Provisions.

2.1 The language of Section 132-43 (Schedule V) Stop Intersections of the Greenport Village Code shall be amended to add the following:

Stop Sign on	Direction of Travel	At the Intersection of
Fifth Street	South	Johnson Place
Sixth Street	South	Johnson Place

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.



BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA  
ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-45 SCHEDULE VII  
OF THE GREENPORT VILLAGE CODE  
TO SET A SPEED LIMIT OF 25 MPH ON FRONT AND MAIN STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street is an unlisted action for purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and  
Will not impair the character or quality of the existing community; and  
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

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; and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee \_\_\_\_\_ seconded by Trustee \_\_\_\_\_,

In Favor \_\_\_\_\_

Against: \_\_\_\_\_

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-45 TO SET A SPEED LIMIT OF 25MPH ON FRONT AND MAIN STREETS			
Project Location (describe, and attach a location map): FRONT AND MAIN STREETS			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW SETTING THE SPEED LIMIT ON FRONT AND MAIN STREETS AT 25 MPH			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 0 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			



5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>VILLAGE OF GREENPORT</u>	Date: <u>JUNE 26, 2018</u>	
Signature: _____		

Project:

Date:

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Agency Use Only (If applicable)

Project: \_\_\_\_\_  
Date: \_\_\_\_\_

**Short Environmental Assessment Form**  
**Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT \_\_\_\_\_ JUNE 26, 2018 \_\_\_\_\_  
Name of Lead Agency Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)

PRINT FORM

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA  
FOR THE ADOPTION OF A LOCAL LAW OF 2018  
AMENDING SECTION 132-45 SCHEDULE VII SPEED LIMITS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE  
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-45 Schedule VII speed limits to set a speed limit of 25 mph on Front Street and Main Street.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.

March 9, 2018

LOCAL LAW NO. OF THE YEAR 2018  
A LOCAL LAW AMENDING SECTION 132-45 SCHEDULE VII  
OF THE GREENPORT VILLAGE CODE  
REGARDING VILLAGE SPEED LIMITS

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 132-45 Schedule VII Speed Regulations.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 132-45  
Schedule VII Speed Regulations of the Greenport Village Code.

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.



March 9, 2018

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 adopt an area speed limit of 25 miles per hour on Front Street and Main Street in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-45 Schedule VII Speed Limits of the Greenport Village Code, is hereby amended to add the following:

Name of Street	Speed Limit	Location
Main Street	25 mph	Bridge Street to Front Street
Front Street	25 mph	Main Street to Sixth Street

2.2 New York State Approval

In the event that New York State approval is required for a reduction of the speed limit from 30 miles per hour to 25 miles per hour on a State owned road in the Village of Greenport, then the lower speed limit of 25 miles per hour shall take effect on those State owned roads upon the approval of New York State.

3.0 Severability

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

**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 June 1, 2018 through October 31, 2018

**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 June 1, 2018 through October 31, 2018, 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.

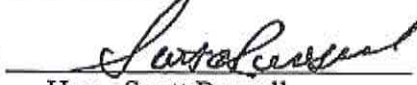
7. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than 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 Russell  
Supervisor

Date: \_\_\_\_\_

6/11/18

**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 1<sup>st</sup> day of June, in the year 2018, before me, the undersigned, personally appeared  
Scott A. Russell, 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. 01ST6164008  
Qualified in Suffolk County  
Commission Expires April 9, 2019

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the     day of           , in the year           , before me, the undersigned, personally appeared  
  
\_\_\_\_\_, 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



Town of Southold  
Long Island, NY

Adopted  
Jun 5, 2018 7:30 PM

Resolution  
RES-2018-548

Agreement with Greenport Village - Pump-Out Station

Information

<b>Department:</b>	Trustees	<b>Sponsors:</b>	
<b>Category:</b>	Contracts, Lease & Agreements	<b>Functions:</b>	Environment, Supervisor

Body

RESOLVED that the Town Board of the Town of Southold authorizes the Town Supervisor to execute an inter-municipal agreement with the Village of Greenport regarding the supply of Town Pump Out Boat Services to the Village of Greenport during special events and times of emergency need, as well as the offload of effluent wastes for the Town Pump Out Boat at the Village of Greenport Pump Out Station for the period of June 1, 2018 to October 31, 2018, subject to approval by the Town Attorney.

Meeting History

<b>Jun 5, 2018 7:30 PM Video</b>	<b>Town Board</b>	<b>Regular Meeting</b>	<b>Draft</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>		
<b>MOVER:</b>	James Dinizio Jr, Councilman		
<b>SECONDER:</b>	Jill Doherty, Councilwoman		
<b>AYES:</b>	James Dinizio Jr, William P. Ruland, Jill Doherty, Robert Ghosio, Louisa P. Evans, Scott A. Russell		

Discussion

Add Comment

## AGREEMENT

Agreement made this      day of June, 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") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth 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 April 30, 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 Fifth 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 one hundred sixty thousand six hundred and fifteen dollars and seventy-nine cents (\$160,679.79) 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 April 30, 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

# DeAl Concrete Corp.

P.O. Box 203B  
St James NY. 11780  
631-319-6117

## Estimate

Estimate No: 197  
Date: 04/30/2018

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

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1	\$133,215.00
JOB: 5TH ST CURBS, HANDCAP RAMPS AND APRONS AREA (2)	
ITEM 203.02 UNCL. EXCAVATION 275CY X 60.00= \$16,500.00	
ITEM 520.09000010 SAW CUTTING PAV. 1,500LF X 3.00= \$4,500.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 66CY X 750.00= \$49,500.00	
ITEM 609.0401 CONCRETE CURB 1,100LF X 30.00= \$33,000.00	
ITEM 608.21 WARNING UNITS 305Y X 450.00= \$13,500.00	
ITEM 304.10119917 SUBBASE 125CY X \$60.00= \$7,500.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 124,500.00= \$8,715.00	
Subtotal	\$133,215.00
0%	\$0.00
Total	\$133,215.00
<b>Total</b>	<b>\$133,215.00</b>





## AGREEMENT

Agreement made this      day of June, 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") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street Road End Drainage project 2018 (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 Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 29, 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 Fifth Street road end drainage the ("Contract Work") described in the Proposal and Village of Greenport Plans DW-FS1-FS6 dated March 30, 2018 (the "Plans"), the Proposal and Plans together being the "Contract Documents".

### 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 shall perform the Services 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 one hundred forty-four, three hundred and forty-two dollars and forty cents (\$144,342.50) 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 release of lien from 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. The Period of Service 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 Concrete 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 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 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 Concrete Work and the submission of all required documents by Contractor. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or 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 Services.

8. **INDEPENDENT CONTRACTOR**

DeAl Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Services 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 Services, 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 professional 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 the 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 services 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 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 Scope of Services 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 Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services 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 of 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 Document.

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. This



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 May 29, 2018, attached hereto, and the Plans, 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

# DeAl Concrete Corp.

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

## Estimate

Estimate No: 213  
Date: 05/29/2018

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

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1 JOB: FIFTH STREET ROAD END DRAINAGE	\$136,264.50
ITEM 206.0201 CY TRENCH & CULVERT EXC. 65CY X 90.00= \$5,850.00	
ITEM 603.98101994 LF PLOYVINYL PIPE 162LF X 150= \$24,300.00	
ITEM 604.501011 LF SPECIAL DRAINAGE STRUCTURE 54LF X 1,800= \$97,200.00	
ITEM 619.01 TRAFFIC CONTROL 07% X 127,350.00= \$8,914.50	
Subtotal	\$136,264.50
0%	\$0.00
Total	\$136,264.50
<b>Total</b>	<b>\$136,264.50</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Takach & Associates, Inc. 112 Terry Road Smithtown NY 11787	CONTACT NAME:	
	PHONE (A/C, No, Ext): 6313662774	FAX (A/C, No): (631) 366-2739
	E-MAIL ADDRESS: dtakach@takachinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  DeAI CONCRETE CORP PO BOX 2038 ST JAMES NY 11780	INSURER A :	QBE Insurance Co
	INSURER B :	
	INSURER C :	Shelterpoint Insurance
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CCI 1342737	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CBA 135114300	06/17/2018	06/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0310012	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS DBL & PFL			DBL489888	06/23/2018	06/23/2019	STATUTORY Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS LISTED AS ADDT'L INSURED.

CERTIFICATE HOLDER  VILLAGE OF GREENPORT BUILDING DEPT. 236 THIRD STREET GREENPORT, NY 11944	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <AG>
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## AGREEMENT

Agreement made this      day of June, 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") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Wiggins Street Concrete Culvert Replacement (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 Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 10, 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 Wiggins Street Concrete Culvert Replacement 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 or Change 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 twenty-one thousand dollars (\$21,000.00) 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 Corp. 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 Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport 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 or 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 Services 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 the Village by reason of this Agreement or their work or involvement in providing the Services, 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 professional 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 the 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 Services 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 the 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.

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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.

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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 Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services 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 of 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.

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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 May 10, 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: \_\_\_\_\_





**DeAl Concrete Corp.**

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

**Estimate**

Estimate No: 206  
Date: 05/10/2018

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

Description	Amount
SCDPW CONTRACT #5-16.6.2A1 JOB: CONCRETE CULVERT AT WIGGINS STREET	\$21,000.00
REMOVE & REPLACE CONCRETE ARCH CULVERT APROX 60'X6' 8" ON CENTER ITEM 697.03 DC FIELD CHANGE PAYMENT (1) \$21,000.00	
Subtotal	\$21,000.00
0%	\$0.00
Total	\$21,000.00
<b>Total</b>	<b>\$21,000.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Takach & Associates, Inc. 112 Terry Road Smithtown NY 11787	CONTACT NAME:		
	PHONE (A/C, No., Ext):	6313662774	FAX (A/C, No.): (631) 366-2739
	E-MAIL ADDRESS:	dtakach@takachinsurance.com	
INSURED  DeAl CONCRETE CORP PO BOX 2038 ST JAMES NY 11780	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : QBE Insurance Co		
	INSURER B :		
	INSURER C : Shelterpoint Insurance		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	CCI 1342737	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CBA 135114300	06/17/2018	06/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		0310012	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS DBL & PFL		DBL489888	06/23/2018	06/23/2019	STATUTORY Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS LISTED AS ADD'L INSURED.

CERTIFICATE HOLDER  VILLAGE OF GREENPORT BUILDING DEPT. 236 THIRD STREET GREENPORT, NY 11944	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <AG>
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## AGREEMENT

Agreement made this      day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, ("Costello") and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Repairs to "A" Floating Dock at the Mitchell Marina (the "Project").

### 1.      EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 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 labor and materials necessary for the Repairs to "A" Dock Float (the "Contract Work").

### 3.      SCOPE OF SERVICES

A.      The Contract Work shall consist of labor in the amount of \$7,500 as detailed in the Proposal and an expected cost for materials of approximately \$ 926 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B.      Costello 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 Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven thousand five hundred dollars (7,500), plus reimbursement for materials, payable to Costello 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 Costello has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

Costello shall submit on Costello 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 Costello and Costello 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 Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

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

The Village shall provide Costello 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**

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, 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 the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.

9. INSURANCE

Costello 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 professional 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. Costello shall provide evidence of such coverage to the 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

Costello 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 Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

A. The Village may make changes within the general scope of this Agreement. If Costello is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Costello 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. Costello 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 Costello must be provided within thirty (30) days from the date of receipt by Costello of the Village's written notification of a proposed change.



C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello 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 and duly authorized Change Order signed by all parties.

## 12. TIME FOR PERFORMANCE; DELAYS

Costello 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 Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, 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 Costello, 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, Costello 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 Costello, 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 Costello for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized 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. Costello 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**

Costello 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, Costello 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. Costello shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Costello 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 Costello, 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 Costello: Costello Marine Contracting Corporation  
PO Box 2124  
Greenport, New York 11944

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 Costello 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 in this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. WARRANTY

Costello 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 Costello, effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: \_\_\_\_\_

COSTELLO MARINE  
CONTRACTING CORPORATION

BY: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "John A. Costello", is written over a horizontal line. The signature is fluid and cursive.



ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York )

COUNTY OF Suffolk )<sup>ss:</sup>

On this 13<sup>th</sup> day of June, 20 18, before me personally came John A. Castello to me known, who, being by me duly sworn did depose and say that he resides at 1210 North Road, Greenport that he is the President of Costello Marine Contracting 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)

Lynn E Stevens  
Notary Public

**LYNN E STEVENS**  
Notary Public- State of New York  
NO. 01ST6269424  
Qualified in Suffolk County  
Commission Expires 9-24-2020

ACKNOWLEDGEMENT OF VILLAGE

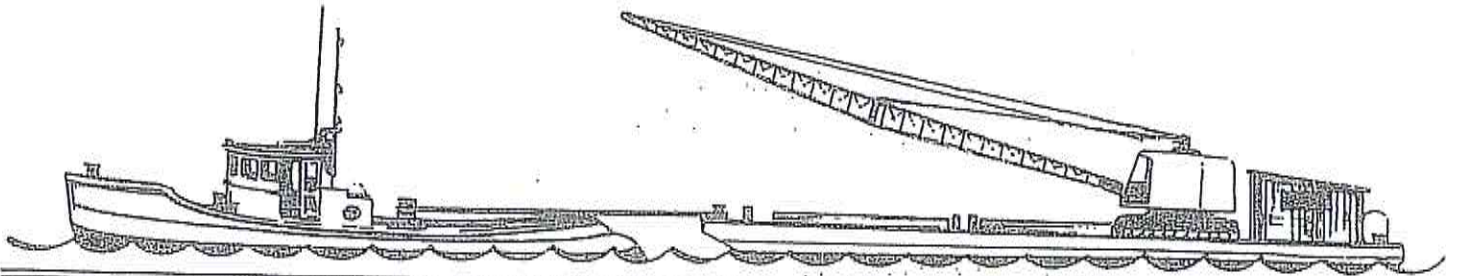
STATE OF NEW YORK

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



---

**COSTELLO MARINE CONTRACTING CORPORATION**  
DOCK BUILDING • JETTIES • BULKHEADING • STEEL & WOOD PILING • FLOATS

---

423 FIFTH STREET • P.O. BOX 2124 • GREENPORT, NEW YORK 11944 • (631) 477-1199 / 477-1393 / 477-0682 • FAX (631) 477-0005

June 5, 2018

Mr. Richard Albanese  
Village of Greenport  
236 Third Street  
Greenport, NY 11944

Via email: [ralbanese@greenportvillage.org](mailto:ralbanese@greenportvillage.org)

**RE: Repairs to "A" Dock Float**

Dear Mr. Albanese:

Pursuant to your request, I inspected the "A" dock float connections between slips "A-1" and "A-2".

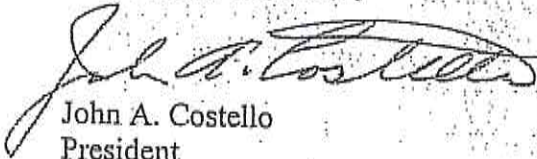
We will repair and refasten the connection on the float's "T" in two directions. We will use approximately nine new  $\frac{3}{4}$ " tierods to replace the existing sheared tierods. We will also prefabricate a steel connector to the two corners of the 8' wide float.

In order to make these repairs, we will use a crane barge, equipment and crew for one day at a rate of \$7,500 plus the cost of any new materials supplied.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work repairs as soon as possible.

If you have any questions, please don't hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,

  
John A. Costello  
President

JAC:es

PO#: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_









# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 112399620  
LEVITT-FUIRST ASSOCIATES LTD  
520 WHITE PLAINS ROAD, 2ND FL  
TARRYTOWN NY 10591



Scan to Validate

<b>POLICYHOLDER</b> COSTELLO'S MARINE CONTRACTING CORP 423 5TH ST. P.O. BOX 2124 GREENPORT NY 11944	<b>CERTIFICATE HOLDER</b> VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT NY 11944
---	---

<b>POLICY NUMBER</b> G2151.572-1	<b>CERTIFICATE NUMBER</b> 83359	<b>POLICY PERIOD</b> 06/29/2017 TO 06/29/2018	<b>DATE</b> 12/8/2017
-------------------------------------	------------------------------------	--	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151 572-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 465934527

AGREEMENT

Agreement made this        day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, ("Costello") and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Bolt Repairs for East Dock at the Mitchell Marina (the "Project").

1.        EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 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 labor and materials necessary for the Bolt Repairs at the East Dock (the "Contract Work").

3.        SCOPE OF SERVICES

A.        The Contract Work shall consist of labor as detailed in the Proposal and an expected cost for materials of approximately \$3,750 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B.        Costello 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 Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven hundred and fifty dollars (\$750) per hour, for an expected time of approximately three ten (10) hour days, payable to Costello 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 Costello has paid all employees prevailing wage.

5. PERIOD OF SERVICE

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

6. PAYMENT

Costello shall submit on Costello 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 Costello and Costello 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 Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. DATA TO BE FURNISHED BY VILLAGE

The Village shall provide Costello 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

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, 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 the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.



9. INSURANCE

Costello 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 professional 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. Costello shall provide evidence of such coverage to the 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

Costello 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 Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

A. The Village may make changes within the general scope of this Agreement. If Costello is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Costello 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. Costello 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 Costello must be provided within thirty (30) days from the date of receipt by Costello of the Village's written notification of a proposed change.

C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello 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 and duly authorized Change Order signed by all parties.

## 12. TIME FOR PERFORMANCE; DELAYS

Costello 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 Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, 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 Costello, 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, Costello 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 Costello, 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 Costello for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. SUCCESSORS AND ASSIGNS

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized 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. Costello 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

Costello 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, Costello 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. Costello shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Costello 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 Costello, 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 Costello: Costello Marine Contracting Corporation  
PO Box 2124  
Greenport, New York 11944

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 Costello 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 May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. WARRANTY

Costello 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 Costello, effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: \_\_\_\_\_

COSTELLO MARINE  
CONTRACTING CORPORATION

BY:  \_\_\_\_\_

ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York )

COUNTY OF Suffolk )<sup>ss:</sup>

On this 13<sup>th</sup> day of June, 2018, before me personally came John A. Costello to me known, who, being by me duly sworn did depose and say that he resides at 1210 North Road, Greenport that he is the President of Costello Marine Contracting 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)

Lynn E Stevens  
Notary Public

**LYNN ESTEVENS**  
Notary Public- State of New York  
NO. 01ST6269424  
Qualified in Suffolk County  
Commission Expires 9-24-2020

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

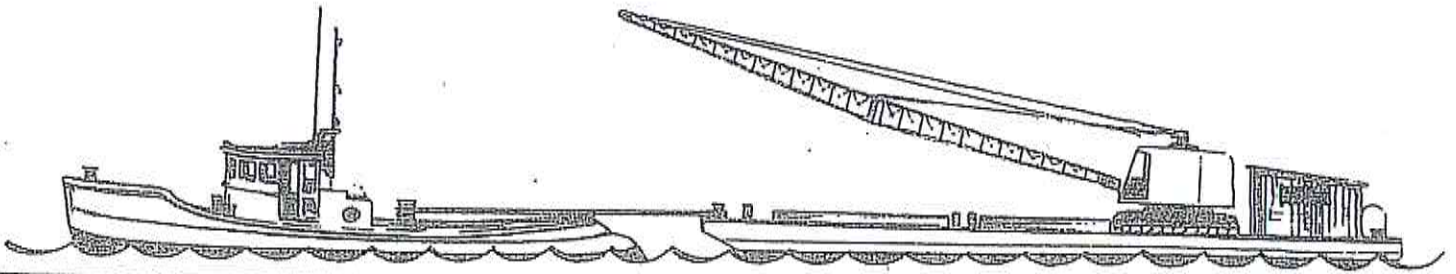
COUNTY OF SUFFOLK

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





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# COSTELLO MARINE CONTRACTING CORPORATION

DOCK BUILDING • JETTIES • BULKHEADING • STEEL & WOOD PILING • FLOATS

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423 FIFTH STREET • P.O. BOX 2124 • GREENPORT, NEW YORK 11944 • (631) 477-1199 / 477-1393 / 477-0682 • FAX (631) 477-0005

June 5, 2018

Mr. Richard Albanese  
Village of Greenport  
236 Third Street  
Greenport, NY 11944

Via email: [ralbanese@greenportvillage.org](mailto:ralbanese@greenportvillage.org)

**RE: Bolt Repairs for East Dock**

Dear Mr. Albanese:

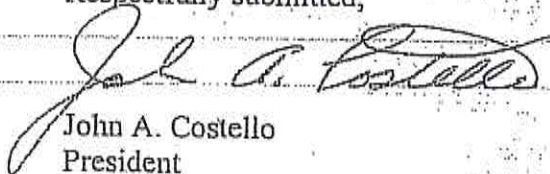
At the offshore end of the east dock, we propose to repair and refasten as many of the sheared and broken bolts. Approximately 100 +/- bolts may be required to complete the repairs. We will re-drill and refasten most of the accessible piling with 1" bolts of varying lengths.

In order to complete the repair, we will use a crane barge and crew for approximately three 10-hour days. The crane barge and crew will be billed at a rate of \$750 per hour. Any materials used will be billed separately as an addition.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work as soon as possible.

If you have any questions, please don't hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,

  
John A. Costello  
President

JAC:tes

PO#: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_







# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 112399620  
LEVITT-FUIRST ASSOCIATES LTD  
520 WHITE PLAINS ROAD, 2ND FL  
TARRYTOWN NY 10591



Scan to Validate

<b>POLICYHOLDER</b> COSTELLO'S MARINE CONTRACTING CORP 423 5TH ST. P.O. BOX 2124 GREENPORT NY 11944	<b>CERTIFICATE HOLDER</b> VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT NY 11944
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<b>POLICY NUMBER</b> G2151.572-1	<b>CERTIFICATE NUMBER</b> 83359	<b>POLICY PERIOD</b> 06/29/2017 TO 06/29/2018	<b>DATE</b> 12/8/2017
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151 572-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 465934527



CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this                    day of                    2018 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 Enid Hatton, with an address of 46 Parkway, Fairfield, CT 06824, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises 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 services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and 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.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. 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.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. 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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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)

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 as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public



Village of Greenport  
Carousel Committee  
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk  
By Order of the Mayor and Board of Trustees



CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this                    day of                    2018 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 Jada Rowland, with an address of 621 First Street, Greenport, New York 11944, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises 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 services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract the creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and 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.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. 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.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.



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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. 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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

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(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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(SEAL)

\_\_\_\_\_  
Notary Public

Village of Greenport  
Carousel Committee  
Inner Scenic Panels RFP Requirements

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Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

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Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.



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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk  
By Order of the Mayor and Board of Trustees

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 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 Cliff Miller, with an address of 1376 Sidney Court, Seaford, New York 11783, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises 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 services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and 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.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. 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.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. 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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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)



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 as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK  
COUNTY OF SUFFOLK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public

Village of Greenport  
Carousel Committee  
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk  
By Order of the Mayor and Board of Trustees



## CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this                    day of                    2018 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 W. A. Dodge, with an address of 370 Holmes Street, Plainedge, New York 11756, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises 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 services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and 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.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. 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.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor

fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. 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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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)





Village of Greenport  
Carousel Committee  
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvasses, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

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February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk  
By Order of the Mayor and Board of Trustees



## CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this                    day of                    2018 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 Scott Hewett, with an address of 1712 Millstone Road, Sag Harbor, New York 11963, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises 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 services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and 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.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. 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.
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7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor



fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. 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 requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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)



Village of Greenport  
Carousel Committee  
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

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Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

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February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk  
By Order of the Mayor and Board of Trustees