



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

June 21, 2018 at 7:00 PM

Mayor and Board of Trustees - Work Session Meeting

Third Street

Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MONTHLY REPORTS FOR THE FOLLOWING:

- o **FIRE DEPARTMENT** - CHIEF JEFFREY WEINGART
Including compilation of all monthly meeting minutes

MONTHLY REPORTS FOR:

- o **VILLAGE ADMINISTRATOR** - PAUL J. PALLAS, P.E.
Road and Water Department
Sewer Department
Light Department
Building Department
Recreation Department
Harbor Department
Marina Manager
- o **VILLAGE TREASURER** - ROBERT BRANDT
Meter Department
Housing Authority & Community Development
- o **VILLAGE CLERK** - SYLVIA PIRILLO, RMC
- o **VILLAGE ATTORNEY** - JOSEPH PROKOP, ESQ.

BOARD DISCUSSION

- o Proposed amendment to Chapter 132 (Vehicles and Traffic),
Section 45: Schedule VII (Speed Limits) of the Village of
Greenport Code
- o Proposed amendment to Chapter 103 (Rental Properties)
of the Village of Greenport Code
- o Proposed amendment to Chapter 132 (Vehicles and Traffic)
of the Village of Greenport Code to add two handicapped parking
spaces on Manor Place, at Holy Trinity Church
- o Proposed amendment to Chapter 132 (Vehicles and Traffic)
of the Village of Greenport Code 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

REPORTS FROM COMMITTEES

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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ROBERT BRANDT
EXT. 217

Submitted: June 18, 2018
Meeting: June 21, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Fire Department

Fire Department Work Session Report

Attachments:

Fire Department June 2018 Work Session Report (PDF)

Greenport Fire Department June 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
CHIEF'S CELLS: 8-3-30: 631-831-5645 8-3-31: 631-445-0204 8-3-32: 631-644-5430	<u>Duty Companies:</u> 832 & 833 833 First due on 24's				1	2
3	4 Relief Hose Standard Hose	5 Eagle Hose	6 Finance 7pm Nassau-Suffolk Legislature Dinner/ Meeting St 2 6pm	7	8	9
10 Department Memorial St 1 1pm Class A Uniform	11 Star Hose Dept Physicals	12 Rescue 7pm Dept Physicals	13 Phenix H&L	14 LP Gas @ Yaphank 8-3-2, 17 LV 615pm	15	16
17	18	19	20 Wardens ST 1 7pm	21	22	23
24	25 Defensive Driver St 1 6-9pm	26 Workplace Violence & Sensitivity 7pm St 1	27 Defensive Driver St 1 6-9pm	28 Fire Police 6pm	29	30

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1																								
2	Greenport Fire Department period ending May 31, 2018																							
3																##								
4																								
5	Barszczewski, Joseph	W	38	46	%	25	2	0.9	%	0		0	12	10	8	0	8	63	X	X	X	X	X	
6	Birmingham, Kenneth		1	1.2	%	0	0	0	%	0		0	2	1	2	0	0	5	X	X	X	X		
7	Bogardus, William		14	17	%	25	6	2.6	%	0		0	5	7	2	0	0	39	X	X	X	X		
8	Breese, Harry	D	21	26	%	25	3	1.3	%	0		0	5	9	3	0	0.75	42.75	X	X	X	X	X	
9	Bumble III, Charles		2	2.4	%	0	0	0	%	0		0	2	4	0	0	0	6						
10	Bumble, Samantha		1	1.2	%	0	0	0	%	0		0	2	0	2	0	0	4	X	X	X	X		
11	Butler, Michael		18	22	%	25	5	2.2	%	0		0	2	2	4	0	0	33	X	X	X	X	X	
12	Capon, George		33	40	%	25	67	29	%	25		0	8	5	1	0	0	64	X					
13	Carey, Patrick		19	23	%	25	4	1.7	%	0		0	6	8	3	0	0	42	X	X	X	X	X	
14	Carrig, Melinda		1	1.2	%	0	1	0.4	%	0		0	0	1	0	0	0	1						
15	Charters, Gary		1	1.2	%	0	2	0.9	%	0		0	3	0	3	0	0	6	X	X	X	X	X	
16	Clark III, Henry		0	0	%	0	0	0	%	0		0	0	2	0	0	0	2						
17	Clark, James	S	16	20	%	25	3	1.3	%	0		0	4	6	0	0	5	40						
18	Clark, Jeffrey		35	43	%	25	1	0.4	%	0		0	6	8	8	0	0	47	X	X	X	X	X	

points as of MAY 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%	pts	# EMS	%	pts	pts	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap			
4																								
19	Corazzini, Jeffrey	L	7	8.5 %	0	5	2.2 %	0	0	0	0	0	0	3	0	5	8	X	X	X		X		
20	Corazzini, Warren		8	9.8 %	0	17	7.4 %	0	0	0	0	2	1	3	0	0	6	X	X	X		X		
21	Corwin, Everett		28	34 %	25	74	32 %	25	25	25	0	7	7	3	0	0	67	X	X	X		X		
22	Corwin, Norma	W,C,(L)	21	26 %	25	69	30 %	25	25	25	0	11	4	2	0	15.25	82.25	X	X					
23	Corwin, Raymond		28	34 %	25	26	11 %	25	25	25	0	4	14	3	0	0	71	X	X	X		X		
24	Corwin, Robert	L,D,{C}	44	54 %	25	153	66 %	25	25	25	0	10	7	2	0	6.5	75.5	X	X					
25	Corwin, Scott		28	34 %	25	6	2.6 %	0	0	0	0	4	2	3	0	0	34	X	X	X		X		
26	Costas, Tom		20	24 %	25	7	3 %	0	0	0	0	4	7	2	0	0	38	X	X					
27	Creedon, Daniel	L	12	15 %	25	14	6.1 %	0	0	0	0	4	4	1	0	1.25	35.25					X		
28	De Kerillis, Alain	T,L	31	38 %	25	129	56 %	25	25	25	0	6	2	3	0	8.75	69.75	X	X	X		X		
29	Detrick, Gary		6	7.3 %	0	2	0.9 %	0	0	0	0	2	3	0	0	0	5							
30	Ellis, Scott		6	7.3 %	0	22	9.5 %	0	0	0	0	4	4	3	0	0	11					X	X	
31	Ficurilli, Michael		27	33 %	25	5	2.2 %	0	0	0	0	4	5	8	0	0	42	X	X	X		X		
32	Flora, Michael	L	33	40 %	25	1	0.4 %	0	0	0	0	4	7	2	0	3.75	41.75	X	X	X		X		
33	Garcia-Dinizio, Gloria		1	1.2 %	0	7	3 %	0	0	0	0	0	1	0	0	0	1							
34	Golden, Danielle		3	3.7 %	0	7	3 %	0	0	0	0	0	0	0	0	0	0							
35	Goldstein, Myron		0	0 %	0	0	0 %	0	0	0	0	0	0	1	0	0	1							

points as of MAY 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
4		elect/app	# Fire	%	%	pts	# EMS	%	pts	pts		st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap		
36	Grattan, Timothy		12	15	%	25	2	0.9	%	0		0	4	1	0	0	0	0	30					
37	Gray, Sally Anne		10	12	%	25	53	23	%	25		0	1	2	3	0	0	0	56					
38	Grilli, Jared		0	0	%	0	0	0	%	0		0	5	1	0	0	0	0	6					
39	Grilli, Jennifer		2	2.4	%	0	1	0.4	%	0		0	8	5	0	0	0	0	13					
40	Grilli, John	W	3	3.7	%	0	1	0.4	%	0		0	12	6	0	0	8	26						
41	Hamilton Jr., Robert	D	36	44	%	25	8	3.5	%	0		0	4	11	3	0	3	46	X	X		X		
42	Hanold, Christopher	D,C	17	21	%	25	29	13	%	25		0	5	12	3	0	8.75	78.75	X	X		X		
43	Harris, Cliff	C	12	15	%	25	2	0.9	%	0		0	4	7	3	0	8	47	X	X		X		
44	Harris, Peter	L,T	40	49	%	25	10	4.3	%	0		0	8	11	8	0	10	62	X	X		X		
45	Hays, Spencer		16	20	%	25	4	1.7	%	0		0	2	6	1	0	0	34				X		
46	Hollid, Scott	C	20	24	%	25	3	1.3	%	0		0	7	5	2	0	8	47	X	X				
47	Hubbard Jr, George		10	12	%	25	1	0.4	%	0		0	7	7	3	0	0	42	X	X		X		
48	Hughes, Colleen	S	12	15	%	25	26	11	%	25		0	5	7	4	0	1.25	67.25	X	X		X		
49	Huzsek, Andrew H		51	62	%	25	5	2.2	%	0		0	8	9	8	0	0	50	X	X		X		
50	Hydell, Carol	S	17	21	%	25	10	4.3	%	0		1	7	10	2	0	5	50	X	X				
51	Hydell, Charles	L	24	29	%	25	20	8.7	%	0		1	7	10	2	0	5	50	X	X				
52	Jenkins, Karolyn		3	3.7	%	0	2	0.9	%	0		0	4	4	2	0	0	10				X		

points as of MAY 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
4		elect/app	# Fire	%	%	pts	# EMS	%	pts			st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap		
53	Jensen, Warren	W	10	12	%	25	0	0	%	0	0	0	9	5	3	0	8	50	X	X	X			
54	Jester, Robert		6	7.3	%	0	4	1.7	%	0	0	0	5	10	8	0	0	23	X	X	X			
55	Jimenez, Susano	CH	61	74	%	25	148	64	%	25	25	0	20	15	3	0	25	113	X	X	X			
56	Johnson, Craig	L	11	13	%	25	15	6.5	%	0	0	0	1	6	25	0	5	62						
57	Kalin, James	CH,T,(WD)	62	76	%	25	162	70	%	25	25	1	12	12	9	0	25	109	X	X	X			
58	King, David	T,D	32	39	%	25	10	4.3	%	0	0	1	7	9	3	0	8	53	X	X	X			
59	Kostal, Shelby		1	1.2	%	0	1	0.4	%	0	0	0	2	0	0	0	0	2						
60	Land, Shannon		0	0	%	0	0	0	%	0	0	0	0	0	0	0	0	0						
61	Luke, Alexander		21	26	%	25	6	2.6	%	0	0	0	4	6	3	0	0	38	X	X	X			
62	Maloney, Michael		7	8.5	%	0	1	0.4	%	0	0	0	5	6	7	0	0	18	X	X	X			
63	Manwaring, Julia		27	33	%	25	22	9.5	%	0	0	0	10	5	25	0	0	65	X	X	X			
64	Manwaring, Wayde	C	32	39	%	25	30	13	%	25	25	0	11	5	14	0	8	88	X	X	X			
65	Marzewski, Macy		4	4.9	%	0	0	0	%	0	0	0	6	7	3	0	0	16	X	X	X			
66	Martocchia, Jerome	W	13	16	%	25	14	6.1	%	0	0	0	11	5	6	0	8	55	X	X	X			
67	Mazzei, Aileen		4	4.9	%	0	1	0.4	%	0	0	0	3	9	2	0	0	14	X	X	X			
68	Melly, Megan	L	17	21	%	25	35	15	%	25	25	0	1	6	2	0	3.75	62.75	X	X	X			

points as of MAY 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap		
69	Miller, Joseph		2	2.4	%	0	4	1.7	%	0		0	1	0	3	0	0	4	X	X	X			
70	Miller, Wayne	(CH)	16	20	%	25	47	20	%	25		0	11	11	2	0	6.25	80.25	X	X				
71	Mills, William, III		0	0	%	0	0	0	%	0		0	2	1	2	0	0	5	X	X				
72	Milovich Jr., Joseph	W	28	34	%	25	1	0.4	%	0		1	12	8	3	0	8	57	X	X	X			
73	Mims, Ralph		0	0	%	0	0	0	%	0		0	0	0	0	0	0	0						
74	Morris, Gregory		1	1.2	%	0	0	0	%	0		0	1	3	0	0	0	4						
75	Musto, Francis	S	36	44	%	25	92	40	%	25		0	10	11	5	0	3.75	79.75	X	X	X			
76	Myslorski, Henry		1	1.2	%	0	0	0	%	0		0	4	3	3	0	0	10	X	X	X			
77	Myslorski, Linda		0	0	%	0	5	2.2	%	0		0	1	1	0	0	0	2						
78	Nedoszytko, William	S	0	0	%	0	0	0	%	0		0	3	1	0	0	5	9						
79	Nyce, David	W,L	65	79	%	25	37	16	%	25		1	11	11	8	0	13	94	X	X	X			
80	Parker, Jason	D	22	27	%	25	42	18	%	25		0	3	1	0	0	1.25	55.25						
81	Pirillo, James A. (s)		41	50	%	25	5	2.2	%	0		0	5	9	8	0	0	47	X	X	X			
82	Pirillo, James J. (f)		27	33	%	25	4	1.7	%	0		0	8	9	8	0	0	50	X	X	X			
83	Pope, George	(L),D	60	73	%	25	99	43	%	25		0	9	4	8	0	2	73	X	X	X			
84	Purcell, Bernard		80	98	%	25	123	53	%	25		1	9	13	3	0	0	76	X	X	X			
85	Purcell, Ryan	C	4	4.9	%	0	0	0	%	0		1	6	4	3	0	8	22	X	X	X			

points as of MAY 31, 2018 prepared by James H. Kallin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
4		elect/app	# Fire	%	%	pts	# EMS	%	pts	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap			
86	Quillin, Michael	D	20	24	%	25	2	0.9	%	0	0	4	9	8	0	0.75	46.75	X	X	X				
87	Raynor, Dale		30	37	%	25	7	3	%	0	0	4	6	3	0	0	38	X	X	X				
88	Reiss, Helen	L	19	23	%	25	93	40	%	25	0	5	6	10	0	5	76	X	X	X				
89	Rempe Jr, Fred		14	17	%	25	48	21	%	25	0	4	6	2	0	0	62	X	X					
90	Richter, Michael	T,T	13	16	%	25	74	32	%	25	0	7	2	3	0	10	72	X	X	X				
91	Rosa, Lisa		7	8.5	%	0	9	3.9	%	0	0	8	7	3	0	0	18	X	X	X				
92	Ruffner, William		0	0	%	0	0	0	%	0	0	1	1	0	0	0	2							
93	Rung, Rosalie		0	0	%	0	2	0.9	%	0	0	2	1	0	0	0	3							
94	Rutkowski, Stephen		51	62	%	25	108	47	%	25	1	12	10	3	0	0	76	X	X	X				
95	Sieban, Edward	S,T,W	2	2.4	%	0	1	0.4	%	0	0	8	2	3	0	18	31	X	X	X				
96	Skrezec, John		42	51	%	25	61	26	%	25	0	5	9	3	0	0	67	X	X	X				
97	Spanos, James		1	1.2	%	0	0	0	%	0	0	3	1	0	0	0	4							
98	Spinozzi, Matthew		38	46	%	25	50	22	%	25	0	1	1	0	0	0	52							
99	Staples, Halsey		35	43	%	25	65	28	%	25	0	4	1	3	0	0	58	X	X	X				
100	Stoner, Gary		17	21	%	25	2	0.9	%	0	0	4	3	0	0	0	32							
101	Stoner, Kylie		14	17	%	25	56	24	%	25	0	0	2	0	0	0	52							
102	Tamin, John		52	63	%	25	91	39	%	25	0	6	8	3	0	0	67	X	X	X				

points as of MAY 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%	pts	# EMS	%	pts		pts		st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap		
4																								
103	Tejada, Yira		3	3.7 %	0	5	2.2 %	0	5	0	0	0	2	1	3	0	0	6				X		
104	Thorp, Thomas		8	9.8 %	0	6	2.6 %	0	0	0	0	0	1	2	0	0	0	3						
105	VanEtten, George		22	27 %	25	12	5.2 %	0	0	0	0	1	7	6	3	0	0	42	X	X	X			
106	Verity, Michael		1	1.2 %	0	1	0.4 %	0	0	0	0	0	2	1	0	0	0	3						
107	Volinski, Antone, Jr.		46	56 %	25	58	25 %	25	25	25	0	0	5	6	3	0	0	64	X	X	X			
108	Volinski, Antone, III	W	27	33 %	25	105	45 %	25	25	25	0	0	6	5	6	0	8	75	X	X	X			
109	Volinski, Darryl	L	10	12 %	25	31	13 %	25	25	25	0	0	3	4	2	0	5	64	X	X				
110	Walker, David		1	1.2 %	0	2	0.9 %	0	0	0	0	0	2	1	2	0	0	5	X	X				
111	Walters, Joseph		1	1.2 %	0	0	0 %	0	0	0	0	0	4	1	3	0	0	8	X	X	X			
112	Weingart, Jeffrey	CH	28	34 %	25	33	14 %	25	25	25	0	0	7	7	5	0	25	94	X		X			
113	Wright, William	L	32	39 %	25	8	3.5 %	0	0	0	1	7	9	3	3	0	3.75	48.75	X	X	X			
114	Zurek, Gregory		14	17 %	25	10	4.3 %	0	0	0	0	7	8	3	3	0	0	43	X	X	X			
115	Zurek Jr, Stanley		14	17 %	25	7	3 %	0	0	0	0	9	1	3	3	0	0	38	X	X	Y			
116																								

CHIEF JEFFREY WEINGART
1ST ASST. CHIEF SUSANO JIMENEZ
2ND ASST. CHIEF JAMES KALIN
CHAPLAIN CLAUDE KUMJIAN
ASST. CHAPLAIN THOMAS MURRAY
SECRETARY/TREASURER JAMES KALIN



Organized 1845

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GREENPORT, NY 11944
Email: gfdfire@optonline.net
www.greenportfd.org

Finance Meeting 6/6/18

Attendance: Chiefs Weingart, Jimenez, & Kalin, Wardens Barszczewski & Nyce, Administrative Assistant Richter.

Went over all monthly bills.

Company Request

8-3-1: Budget

8-3-2: Budget

8-3-3: Budget

8-3-4: Budget, vacuum for Station 2 & Pegs for big 6 wheel & status of new 8-3-4

8-3-5: Budget

8-3-16: Medical Supplies \$856.60 from hammer medical, EPCR's

Fire Police: Budget

Water Rescue: Budget

Firematically,

A handwritten signature in black ink, appearing to be 'Jeffrey L. Weingart', written in a cursive style.

Jeffrey L Weingart
Chief Engineer

CHIEF JEFFREY WEINGART
1ST ASST. CHIEF SUSANO JIMENEZ
2ND ASST. CHIEF JAMES KALIN
CHAPLAIN CLAUDE KUMJIAN
ASST. CHAPLAIN THOMAS MURRAY
SECRETARY/TREASURER JAMES KALIN



Organized 1845

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GREENPORT, NY 11944
Email: gfdfire@optonline.net
www.greenportfd.org

Requests and Resolutions 6/14/18

We would like to request a budget modification in the amount of \$5,255.00 take the following amounts from the accounts listed:

From:

A3410.460 **\$1,000.00**

A3410.100 **\$2190.00**

A3410.402 **\$2065.00**

To:

A3410.404 **\$1,000.00**

A3410.420 **\$2055.00**

A3410.447 **\$2,053.00**

A3410.451 **\$147.00**

Firematically,

A handwritten signature in black ink, appearing to be "Jeffrey L. Weingart", written over a horizontal line.

Jeffrey L. Weingart
Chief Engineer

CHIEF JEFFREY WEINGART
1ST ASST. CHIEF SUSANO JIMENEZ
2ND ASST. CHIEF JAMES KALIN
CHAPLAIN CLAUDE KUMJIAN
ASST. CHAPLAIN THOMAS MURRAY
SECRETARY/TREASURER JAMES KALIN



Organized 1845

(631) 477-9801 - STATION 1
(631) 477-8261 - STATION 2
(631) 477-1943 - CHIEFS OFFICE
(631) 477-4012 - FAX
311 THIRD STREET · P.O. BOX 58
GREENPORT, NY 11944
Email: gdfire@optonline.net
www.greenportfd.org

MEETING OF THE BOARD OF WARDENS

WEDNESDAY, MAY 16, 2018

OPENING

Assistant Chief Susano Jimenez opened the meeting at 7:04pm with The Pledge of Allegiance to the Flag and a moment of silence for the departed members.

ATTENDANCE

1st. Ass't Chief Susano Jimenez

2nd. Ass't. Chief James Kalin

Warden Joseph Milovich of Eagle Hose Co. #1

Warden Antone Volinski, III of Relief Hose Co. #2

Warden Joseph Barszczewski & Ed Sieban of Star Hose Co. #3

Warden David Nyce & Jerry Martocchia of Standard Hose Co. #4

Warden John Grilli & Peter Harris of Phenix Hook & Ladder Co. #1

Excused: Chief Jeffrey Weingart, Warden Warren Jensen, Warden Norma Corwin

THOSE WISHING TO ADDRESS THE BOARD –

Former department member Robert Lehman spoke of his life and his service.

He stated he would be seeking support from the Village Board of Trustees in seeking a review of his expulsion from the Greenport Fire Department.

READING OF THE PREVIOUS MINUTES

Motion made by Antone Volinski, III, seconded by John Grilli , to approve the minutes of the April 17, 2018 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

The finance committee report was read by Ass't. Chief Jimenez. Motion by Edward Sieban, seconded by Peter Harris, to approve of the report and purchases. Motion carried.

COMPANY OFFICERS' MEETING MINUTES-

The next meeting will be held Thursday, June 19, 2018, 7PM at Station #2.

TREASURER'S REPORT

The Treasurer's report for the period of April 18, 2018 through May 16, 2018 was read by Secretary/Treasurer James Kalin. Motion made by Edward Sieban, seconded by Joseph Milovich, to accept the treasurer's report as read. Motion carried. (report attached)

BILLS- none

COMMUNICATIONS - none

APPLICATIONS FOR MEMBERSHIP- none

REPORTS OF COMMITTEES

Buildings and Grounds

1. problems with the new lighting sensors
2. water heater in Station #1 is leaking, needs to be replaced A.S.A.P.
3. when new roof is installed on Station #1 remove the meeting room ceiling exhaust fan

Bylaws- No Report.

Finance – No Report.

Fire District – No Report.

Pre-Incident Planning- Thursday, May 17, 2018 the chiefs will do a walk through tour of the hotel/retail building under construction at Front & Third Streets

Service Awards- No Report.

Recruitment- No Report.

Casualty Fund – No Report.

Funeral- No Report.

Communications- No Report.

Trips & Travel- No Report.

COMPANY REQUESTS

Eagle Hose Co. #1- budget items and finance report

Relief Hose Co. #2- budget items and finance report

Star Hose Co. #3- budget items and finance report, upcoming carnival fundraiser

Standard Hose Co. #4- budget items and finance report

Phenix Hook & Ladder Co. #1- budget items and finance report

Rescue Squad- budget items and finance report

Fire Police- none

Water Rescue - paint bottom of boat, put in water at hospital dock

UNFINISHED BUSINESS –

Discussion re: web site. Motion by Joseph Milovich, seconded by Jerome Martocchia, to enter into a contract with Firehouse Solutions. Motion carried.

REPORTS OF DELEGATES- North Fork Volunteer Fireman's Association - Robert Jester was selected as Firefighter of the Year!

NEW BUSINESS- Edward Sieban questioned re: the status of this years' installation dinner. No date or location has been set.

GOOD OF THE DEPARTMENT

1. Peter Harris questioned if various reports have been completed and submitted; Washington Birthday Celebration, truck inventory, budget requests.
2. Peter Harris stated the the older wooden folding tabled need to be replaced. Motion by John Grilli, seconded by Antone Volinski III, to purchase 20 new plastic tables (two sizes). Motion carried.
3. David Nyce informed the Board that the fireboat Firefighter will be holding an anniversary celebration August 24-26, 2018.
4. David Nyce discussed the cablevision bill for Station #2.
5. Ass't. Chief James Kalin asked about the striping in the newly repaved parking lot at Station #1.
6. The S.O.P.'s for the "80" car were tabled until next month.

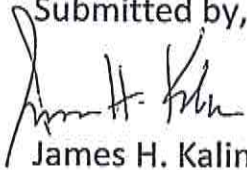
READING OF THE MINUTES

Motion by Antone Volinski, III, seconded by John Grilli, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURMENT

Motion by David Nyce, seconded by Joseph Barszczewski, to adjourn. Motion carried. The meeting was adjourned at 8:30PM.

Submitted by,



James H. Kalin

Secretary-Treasurer

GREENPORT FIRE DEPARTMENT
TREASURERS REPORT
04/18/2018 thru 05/16/2018

GENERAL FUND	<u>beginning balance</u>	\$ 9,102.47
	Kalin - def drv rebate	+ \$69.00
<u>receipts</u>	Andy's - Warden's dinner	- \$841.46
<u>expenditures</u>	USPS - postage	- \$100.00
	McMann Price - d def drv x 4	- \$140.00
	<u>ending balance</u>	<u>\$8,090.01</u>
<hr/>		
MEMORIAL FUND	<u>balance unchanged</u>	<u>\$1,447.58</u>
<hr/>		
MAY MILE FUND	<u>beginning balance</u>	\$ 7,701.10
<u>receipts</u>	May Mile 2018	\$+ 20,715.00
	<u>ending balance</u>	<u>\$ 28,416.10</u>
<hr/>		
WATER RESCUE SQUAD FUND	<u>balance unchanged</u>	<u>(\$51.96)</u>
<hr/>		
WASH. B'DAY FUND	<u>beginning balance</u>	(\$733.95)
<u>receipts</u>	Hampton Bays FD	+ \$20.00
	<u>ending balance</u>	<u>(\$713.95)</u>
<hr/>		
RESCUE SQUAD 2% FUND	<u>balance unchanged</u>	<u>\$5,068.36</u>

submitted by James H. Kalin, Secretary-Treasurer



236 THIRD STREET
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CLERK
SYLVIA PIRILLO, RMC
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TREASURER
ROBERT BRANDT
EXT. 217

Submitted: June 14, 2018
Meeting: June 21, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Derryl Baumer, *Engineering Aide*
From: Paul Pallas, *P.E. Village Administrator*
Department: Village Administrator

Work Session Report Village Administrator - Recreation

Work Session Report Recreation Department

June 21, 2018

Mitchell Park Marina/Parks

- ❖ Opening day for the Marina was on May 15th. The new office employees have all been trained on Dockwa.
- ❖ A meeting was held on May 29th to go over policy and procedures for the Marina.
- ❖ Memorial Day weekend was very busy at Mitchell Park. We had a lot of reservations and day stays.
- ❖ A field trip for Greenport, Southold, and Oyster Ponds Schools was held on May 31st. The students had an opportunity to learn about the history of the Marina, including the Carousel. They also visited the Camera Obscura.
- ❖ The Marina Staff planted cleaned up landscaping and planted flowers in Mitchell Park.
- ❖ Main entry door to the Carousel was changed to manual operation and safety locking pins were installed.
- ❖ Carousel passed its New York State inspection to operate
- ❖ Repairs to the batter piles on the East Pier are underway
- ❖ Water pipes that were damaged during the winter have been replaced
- ❖ We are taking reservations for the summer season. We expect to be full or near full all season long.
- ❖ The 2018 Letter of Intent for next year's Clean Vessel Assistance Program Grant was completed.
- ❖ Fifth and Sixth Street Beach bathrooms officially opened on May 25th.
- ❖ The 2018 Beach Permit was received on May 15th and the beach is expected to open on June 23rd. We have five lifeguards that have returned for the season.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

Kids =25 Enrolled in After-School Program

Reports

- ❖ After-School Program winded down, our last day was June 15th. We had another successful year with all our special library programs and field trips. Our last field trip was to San Simeon for an intergenerational program with the seniors.
- ❖ The fire alarm system at the Recreational Center was inspected on May 23rd.
- ❖ All fire extinguishers have been inspected and updated for 2018.
- ❖ Summer Day Camp is expected to open Monday, June 25th.
- ❖ CPR and First Aid classes are set up for June 12th for all Camp Counselors.
- ❖ Department of Health pre-operational inspection was done on June 18th.
- ❖ A meeting with parents and guardians was held on June 20th to discuss camp policies.
- ❖ All Camp Counselor's information has been sent to New York State for clearance to work.

Campground

Tasks Accomplished

- ❖ The campground is now open
- ❖ We continue to take reservations and collect deposits
- ❖ All sites are checked and cleaned prior to accepting new guests.
- ❖ Bathrooms are checked and restocked daily
- ❖ Performed general grounds maintenance

Attachments:

Rec Rev Report 062118(PDF)

Recreation Department Monthly Revenue

Day	Marina		Campground		Offshore Services		Moorings		Camera Obscura	
	May-18 C.C.	May-17 C.C.	May-18 Cash	May-17 C.C.	May-18 Cash	May-17 C.C.	May-18 Cash	May-17 C.C.	May-18 Cash	May-17 C.C.
1										
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	YOY	YOY	YOY	YOY	YOY	YOY	YOY	YOY	YOY	YOY
	\$53,055.74	\$25,121.34	\$35,545.00	\$25,274.00	\$1,660.00	\$1,200.00	\$4,200.00	\$1,272.00	\$48.00	\$82.00
	\$27,994.40	\$10,271.00	\$80.00	\$80.00	\$80.00	\$80.00	\$2,938.00	\$129.00	\$81.00	\$81.00

Recreation Department Monthly Revenue

Carousel

Day	May-18			May-17				
	Cash	Donations	Group Sale	Purchases	Cash	Donations	Group Sale	Purchases
1								
2								
3								
4								
5		\$792.00						
6		\$485.00			\$571.00			
7					\$841.00			
8								
9								
10								
11								
12		\$552.00						
13		\$1,388.00			\$358.00			
14					\$1,742.00			
15								
16								
17								
18					\$64.00			
19		\$520.00						
20		\$772.00			\$948.00			
21					\$1,201.00			
22								
23								
24								
25								
26		\$2,107.00						
27		\$2,638.00		\$15.00	\$2,353.00			
28		\$1,715.00			\$3,177.00			
29					\$933.00			
30								
31					\$164.00			
\$10,984.00				\$12,352.00				
YOY				-\$1,368.00				



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EXT. 217

Submitted: June 14, 2018
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To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Derryl Baumer, *Engineering Aide*
From: Paul Pallas, *P.E. Village Administrator*
Department: Village Administrator

Work Session Report Village Administrator - Utilities

Work Session Report for Road and Utilities

June 21, 2018

Administrator's Office

Statistics

Work Orders:

Electric = 42 Written, 40 Completed

Water = 24 Written, 24 Completed

Sewer = 42 Written, 42 Completed

Road = 86 Written, 86 Completed

Reports

❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 06-08-2018. The results are detailed below in the Road Department's *Sampling* section.

❖ GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 06-19-2018.

Resolutions:

Hiring of Kathleen Tasca and Daniel Holmes

Hiring of Dillon Cassidy

Hiring of Breanna Shelby, Miguel Gomez, Julian Pringle, Giovanni Iona, and Jadya Maichin

Road/Water Department

Statistics

Water Distribution:

5,796,000 Gallons Sold

Sampling:

All water samples complied with Department of Health requirements.

Locations: 419 Sixth Street - Slop Sink
Total Coliform = Negative
E Coli = Absent
Residual Chlorine = 0.70 mg/L

Third Street Firehouse - Kitchen Sink
Total Coliform = Negative
E Coli = Absent
Residual Chlorine = 0.72 mg/L

The form, DOH-360, was filed with the DOH on June 8, 2018 outlining the above results.

Report

Tasks Accomplished:

- ❖ Performed water machine maintenance.
- ❖ Cleaned the tops of all storm drains and swept streets
- ❖ Patched Roads throughout the village.
- ❖ Cleaned up around the “Welcome to Greenport” sign on North Road.
- ❖ Edged and weeded Fifth and Sixth Street Beach.
- ❖ Repaired and painted bleachers at the softball field. Also removed old shed and wooden fence along the west edge of the field.
- ❖ Placed rocks by the softball field entrance to stop vehicles from driving on grass and regraded road with crushed stone.
- ❖ Cleaned up the ballfields for the season
- ❖ Replenished top soil and re-seeded some areas at the Firehouse on Third Street.
- ❖ Performed preventative maintenance on tools and equipment.
- ❖ Made additional repairs to the planter boxes on Main Street and Front Street.
- ❖ Setup watering truck to water planters and village landscaping.
- ❖ Continued cleaning up the tank yard on Moore’s Lane
- ❖ Installed new flags at several locations
- ❖ Cleaned up Skate Park on Moore’s Lane
- ❖ Made repairs and did maintenance to vehicles
- ❖ Turned on seasonal water services in Mitchell Park and Village Hall.
- ❖ Made repairs to house services on Sandy Beach
- ❖ Installed two new water services on Fourth Street and First Street

Projects:

The Road Crew continued to beautify the village landscaping during May. Plants and flowers were installed along Main Street in the rain gardens and landscaped areas. The landscaping at Village Hall received a trimming and weeding. More plants and flowers were installed after the pruning. Flower beds at Village Hall and other locations were mulched after planting was complete. The crew picked up the plants, flowers and trees for all the landscaping at three different vendors.

The Water Department checked and repaired valve covers on Fifth Street in preparation for the road paving project. All valve covers were marked and risers were ordered for the paving contractor.

Sewer Department

Statistics

Flow and Sampling:

The plant continues to run well, and performs under DEC permit requirements.

Total plant flow for the month of May = 8,767,000 gallons.

Average Daily Flow = 0.283 million gallons/day. (MGD). Permit limit = 0.650 MGD

Total Suspended Solids, (TSS) % removal = 98% Permit limit = 75%

Carbonaceous BOD Removal, (CBOD) = 99% Permit limit = 75 %

Coliform Fecal General = 3.9 MPN/100 Permit limit = 200 MPN/100

Coliform Total General = 16.0 MPN/100 Permit limit = 700 MPN/100

Total Nitrogen in effluent = 26.7 & 62.4 lbs/day

Sludge Removal:

56,000 gallons of sludge was hauled during May.

Report

❖ Treatment Plant:

Concrete repair of BNR Basin #1 is complete

Replaced the seals on leaking Aerotor gearboxes #1 and #3

Had RAS meter calibrated

Replaced primary mixer in BNR Basin #1, due to a malfunction caused by a ground fault

Installed new chain on Aerotor #3

❖ Collection System:

Uncovered and installed a new riser on a manhole on Fifth Street between Front Street and Wiggins Street.

Cleaned grease and debris from manhole on Third Street.

Jet-rodged Sixth Avenue between Maple Street and Oak Street, the gravity main servicing Silver Sands Motel, the Driftwood Cove outfall main, and gravity main servicing Claudio's Pump Station.

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = May 26th @ 96.206 Mwh
Minimum usage day = May 9th @ 63.217 Mwh
Peak Demand = May 26th @ 4:30 PM 5.152 Mw
Monthly total usage = 2,195.190 Mwh

Greenport Meter Daily Totals Sheet is attached

Service calls/call outs = 42
Street light repairs = 9
Customers shut off for non-payment = 13
Customers turned on for payment = 11
Customers turned on for the season = 1
New Services/Service Upgrades = 5

Tasks Accomplished:

- ❖ Installed new service for hotel at Front Street and Third Street
- ❖ Restored power on Circuit #6 due to a tree falling on lines.
- ❖ Relocated the service for the Post Office to the rear and removed service drop over Front Street.
- ❖ Replaced some cross arms on Moore's Lane that were starting to deteriorate.
- ❖ Removed some primary wire that was no longer in use on Front Street.
- ❖ Hooked up two new underground services on Second Street.
- ❖ The digger truck's engine was serviced in-house due to a bad fuel injector pump.
- ❖ The Line Crew and Road Department were shown a demo for a new wood chipper that is being considered for purchase.

Attachments:

Greenport Meter Daily Totals May 18 (PDF)

Daily Totals - GREENPORT

Customer Information

Name: GREENPORT JEMSTAR
 Address: Village of Greenport
 Long Island
 Acct. No:
 Meter No: KW DEL

Tue May 1 2018 to Thu May 31 2018

Total Usage: 2,195,190.00 KWH
 Peak Demand: 5,152.00 KW
 Occurred On: May 26 2018 16:30
 Load Factor: 57.27 %

Period Ending	Ch. 1 (KWH)
05/01/2018	67,376.00
05/02/2018	65,601.00
05/03/2018	67,722.00
05/04/2018	69,863.00
05/05/2018	66,904.00
05/06/2018	66,903.00
05/07/2018	65,191.00
05/08/2018	64,336.00
05/09/2018	63,217.00
05/10/2018	66,737.00
05/11/2018	67,012.00
05/12/2018	70,516.00
05/13/2018	68,477.00
05/14/2018	67,038.00
05/15/2018	66,761.00
05/16/2018	67,557.00
05/17/2018	69,150.00
05/18/2018	70,294.00
05/19/2018	75,964.00
05/20/2018	70,086.00
05/21/2018	69,042.00
05/22/2018	68,804.00
05/23/2018	70,848.00
05/24/2018	72,750.00
05/25/2018	80,818.00
05/26/2018	96,206.00
05/27/2018	84,157.00
05/28/2018	74,326.00
05/29/2018	74,409.00
05/30/2018	73,209.00
05/31/2018	73,916.00



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To: Mayor George W. Hubbard, Jr.
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Prepared By: Derryl Baumer, *Engineering Aide*
From: Paul Pallas, *P.E. Village Administrator*
Department: Village Administrator

Work Session Report Village Administrator - Building

Work Session Report for Building Department

June 21, 2018

Building Inspector's Office Reports

- ❖ The Fire Marshal and Code Enforcer continue to process building applications.
- ❖ Site plan review and inspections are being completed by the Fire Marshal and Code Enforcer.

Building Department statistics are attached.

Code Enforcer's Office Reports

- ❖ Traffic enforcement has picked up as we entered the busy season
- ❖ Rental Permit inspections are being conducted and applications continue to be scheduled by the Building Department Clerk as they come in.
- ❖ Daily patrols of the Village are conducted and complaints are responded to promptly.

Traffic Enforcement Statistics Report is attached.

Code Enforcement Report is attached.

Fire Marshal Report is attached.

Attachments:

Building Department Rep 062118 (PDF)

Code Enf Rep 062118 (PDF)

Fire Marshal Rep 062118 (PDF)

Park Enf Rep 062118 (PDF)



Village of Greenport Building Department

June 1, 2018

Monthly Report REPORT COVERING 5/01/2018 through 5/31/2018

Incorporated Village

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Residential – Alterations and Repairs	02717	May 8, 2018	2.-6-36	633 First Street Greenport, New York 11944	OPEN
Fence	02718	May 9, 2018	2.-6-30	603 First Street Greenport, New York 11944	OPEN
Fence	02719	May 10, 2018	3.-4-31.3	Sterling Avenue Greenport, New York 11944	OPEN
Residential – New Construction	02720	May 14, 2018	4.-2-11	213 & 215 North Street Greenport, New York 11944	OPEN
Residential – New Construction	02721	May 14, 2018	4.-2-34.1	Second Street Greenport, New York 11944	OPEN
Residential – Alterations and Repairs	02722	May 14, 2018	2.-5-21	636 Second Street Greenport, New York 11944	OPEN
Fence	02723	May 16, 2018	2.-5-2.3	644 Third Street Greenport. New York 11944	OPEN
Fence	02724	May 21, 2018	2.-6-46	603 Main Street Greenport, New York 11944	OPEN
Residential – Alterations and Repairs	02725	May 24, 2018	3.-4-31.3	Sterling Ave Greenport, New York 11944	OPEN



Village of Greenport Enforcement Report

CODE ENFORCEMENT

June 1, 2018

Monthly Report
REPORT COVERING
5/01/2018 through 5/31/2018

Incorporated Village

- Code Enforcement continues to review Building Permit applications and perform site plan reviews with the Fire Marshal. Code Enforcement has also been performing necessary construction progress inspections and safety checks.
- We continue to respond to complaints and perform routine patrols around the Village.
- We have begun rental permit inspections. If you have submitted a complete rental permit application, we will be calling to schedule your inspection.

LOCATION/VIOLATION	DATE/TIME	FACTUAL	DISPOSITION
636 Second Street Greenport, New York 11944 Illegal Construction *VGC*	5/10/2018 15:00	Construction being done without a permit.	Roof & structural components being done to location in historic district without required approvals. Property owner has since obtained a permit and will be issued a CC upon approval of HPC.
Wiggins Street Greenport, New York 11944 Traffic Concerns	CONTINUOUS	Ferry line traffic causing blocked intersections, driveways and vehicles traveling in wrong direction.	Daily monitoring of peak ferry traffic has deterred vehicles from blocking intersections and driveways and has significantly reduced the number of complaints received.
Front Street/Main Street Greenport, New York 11944 U-Turns	CONTINUOUS	Numerous complaints of illegal U-Turns on Front Street & Main Street.	Motorists have been issued summonses for making illegal U-turns on Village Streets to deter U-Turns.
Village Wide BRUSH PICK UP	CONTINUOUS	Brush pick up permitted times.	Spoke with landscaping companies and homeowners regarding brush pile pickup.



Village of Greenport Fire Marshal Report



June 1, 2018

Monthly Report

Incorporated Village

REPORT COVERING
5/01/2018 through 5/31/2018

***THE FIRE MARSHAL AND ENFORCEMENT OFFICER CONTINUE TO PROCESS BUILDING PERMITS, REVIEW PLANS AND PERFORM SAFETY & BUILDING INSPECTIONS. ***

LOCATION	DATE	REASON	DISPOSITION
209 Front Street Greenport, New York 11944	5/3/2018	Re-Inspection	Violations that were observed during initial inspection have been corrected.
19 Front Street Greenport, New York 11944	5/3/2018	Final Inspection	Final Inspection of property completed.
314 Main Street Greenport, New York 11944	5/3/2018	Fire Suppression Plan Review.	Minor adjustments must be made so that permit can be issued.
15 Front Street Greenport, New York 11944	5/7/2018	Fire Alarm Inspection	Fire alarm system is operable and in compliance with all applicable codes.
Front & Third Street Greenport, New York 11944	5/10/2018	Fire Suppression System Plan Review.	Minor changes to plan need to be made.
238 Main Street Greenport, New York 11944	5/30/2018	Final Inspection.	All Construction in compliance with applicable codes.
135 Third Street Greenport, New York 11944	5/31/2018	Fire Inspection	Minor violations observed. Must be corrected within 30 days.
104 Third Street Greenport, New York 11944	5/31/2018	Fire Inspection	Minor violations observed. Must be corrected within 30 days.



Village of Greenport Enforcement Report

TRAFFIC ENFORCEMENT

June 1, 2018

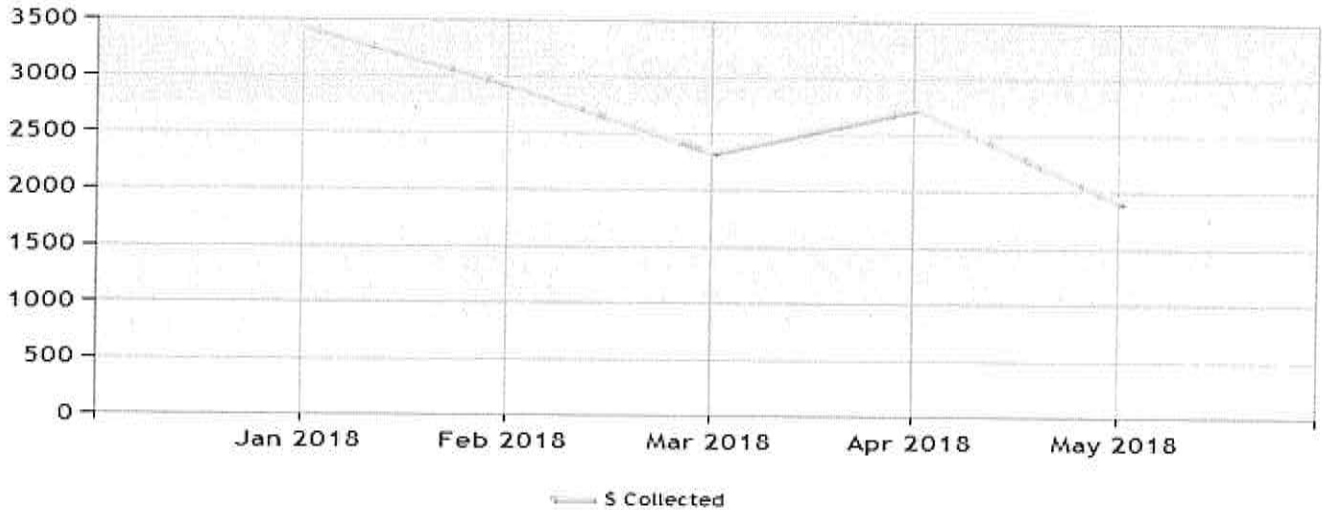
Monthly Report
REPORT COVERING
5/1/2018 through 5/31/2018

Incorporated Village

FINE COLLECTION BY MONTH: 2018

MONTH	No. OF TICKETS PAID	AMOUNT COLLECTED	(VIA PLEA OF GUILTY OR COURT RULING)
January	32	\$3,455.00	
February	31	\$2,940.00	
March	19	\$2,350.00	
April	27	\$2,750.00	
May	23	\$1,925.00	
June			
July			
August			
September			
October			
November			
December			
YTD	132	\$13,420.00	

MAY 2018
Case Track



TICKETS ISSUED: MAY 2018
Case by Violation Type

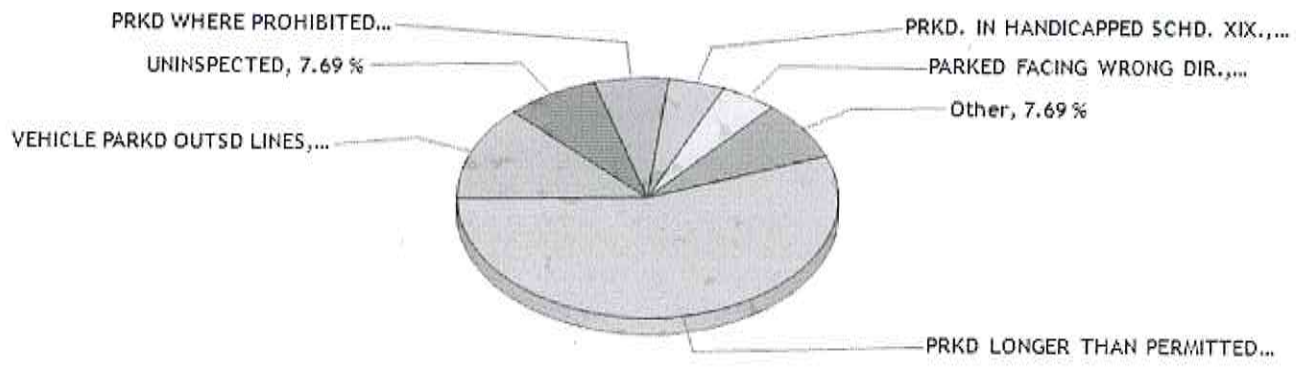
Code	Description	2018	Total
1	VEHICLE PARKD OUTSD LINES	8	8
10	PRKD. IN HANDICAPPED SCHD. XIX.	3	3
11	PRKD OBSTR. FIRE HYDRANT	2	2
14	UNREGISTERED	2	2
15	UNINSPECTED	5	5
16	PARKED FACING WRONG DIR.	3	3
2	PRKD WHERE PROHIBITED SCHEDULE XI.	4	4
7	PRKD DURING PROHIBITED HRS. SCH XV.	1	1
8	PRKD LONGER THAN PERMITTED SCHD XVI.	35	35
OTHER	PARKED WITH 20' OF CROSSWALK	1	1
Total		64	64

Top five by Violation Types

- PRKD LONGER THAN PERMITTED SCHD XVI.
- VEHICLE PARKD OUTSD LINES
- UNINSPECTED
- PRKD WHERE PROHIBITED SCHEDULE XI.
- PRKD. IN HANDICAPPED SCHD. XIX.

These Violations combined represent 84.62% of issuance Town wide.

Frequently Issued Violations





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

Submitted: June 14, 2018
Meeting: June 21, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Robert Brandt, *Treasurer*
From: Robert Brandt, *Treasurer*
Department: Treasurer's Department

WORK SESSION JUNE 2018

Work Session June 2018

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3871, Fiscal Year End 2017-2018 Budget Amendment for the General Fund, 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 authorizing Treasurer Brandt to perform attached Budget Transfer #3875, Fiscal Year End 2017 - 2018 Budget Transfer for the General Fund, 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 authorizing Treasurer Brandt to perform attached Budget Transfer #3878, Fiscal Year End 2017 - 2018 Budget Transfer for the Fire Department, 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 authorizing Treasurer Brandt to perform attached Budget Transfer #3879, Fiscal Year End 2017 - 2018 Budget Transfer for the Electric, Water and Sewer Funds, 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 authorizing the Treasurer Brandt make an additional contribution to the Volunteer Firefighter Length of Service Award Program in the amount of \$ 18,863.00.

UTILITY BILLING

Billing of Sector 1 has been completed. Reading Sector 3. Billing being produced for Sector 2. Red Tags processed through Sector 3.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

No Meeting was held for May 2018.

- a) 7 recertifications and 7 interims were performed for May 2018.
- b) 2 families found units and leased for June 1st.
- c) 2 searching families decided to give up their voucher due to the lack of availability of affordable rental units. Currently, there are 2 families searching for units. 1 participant family passed away.
- d) 1 new voucher was issued for June 2018 to increase total vouchers to 80.

SIGNIFICANT COLLECTIONS

Rents Received for May 2018 - \$ 71,071.44

Property Tax Received - \$ 433,386.53

INFORMATIONAL:

Report - Cash Holdings - See attached
Utility Billing Statistics Report - see attached
CD/HA Monthly Financials - See attached

Attachments:

BANK ACCOUNT BALANCES MAY 2018 (PDF)

MAY 2018 BILLING STATISTIC REPORT (PDF)

CD FINANCIALS MAY 2018 (PDF)

HA FINANCIALS MAY 2018 (PDF)

BUDGET AMENDMENT 3871 (PDF)

BUDGET TRANSFER 3875 (PDF)

BUDGET TRANSFER 3878 (PDF)

BUDGET TRANSFER 3879 (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF MAY 2018**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	619,710.67
A	Repair & Maintenance	A.0200.400	Checking	37,500.00
A	Greenhill Cemetery	A.0201.100	Savings	3,336.44
A	Clarks Beach Savings	A.0201.120	Savings	82,334.70
A	Clarks Beach Reserve	A.0201.120	Money Market	343,612.64
A	Money Market	A.0201.130	Money Market	1,772,456.50
A	Fire Apparatus	A.0221.110	Savings	431,562.63
A	Bulding Department Escrow	A.0235.101	Checking	21,642.60
A	Parks and Recreation	A.0200.200	Checking	2,057.06
				TOTAL GENERAL FUND \$ 3,314,213.24
CD	Small Cities Rehab.	CD.0200.000	Savings	152,688.42
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
CD	Moran	CD.0201.000	Savings	5,730.48
CD	Watkins	CD.0201.001	Savings	21,762.32
				TOTAL COMMUNITY DEVELOPMENT \$ 180,407.43
E	Light Fund	E.0121.100	Checking	638,440.93
E	Light Depreciation Savings	E.0116.100	Savings	1,813,973.22
E	TTC Collections	E.0121.120	Savings	390,155.27
E	Consumer Deposit Savings	E.0191.100	Savings	131,657.14
E	Consumer Deposit Checking	E.0244.200	Checking	3,591.59
				TOTAL LIGHT FUND \$ 2,977,818.15
F	Water	F.0200.000	Checking	387,739.56
F	Water Fund Capital	F.0200.400	Savings	8,368.33
F	Water Fund CD	F.0201.000	Cert of Deposit	201,770.72
F	Water Fund Money Market	F.0201.130	Money Market	285,734.44
				\$ 883,613.05

G	Sewer	G.0200.000	Checking	481,745.56
G	NYS DEC Consent	G.0201.000	Savings	31,277.40
G	Sewer Fund I	G.0201.100	Money Market	361,683.32
G	Sewer Fund III	G.0201.120	Money Market	718,612.06
G	NYSEFC	G.0205.000	Checking	185,771.25
G	Sewer Wastewater	G.0220.110	Savings	12,138.83
G	NYSERDA	G.0525.000	Checking	111.01
TOTAL SEWER FUND				\$ 1,791,339.43
H	Capital	H.0200.000	Checking	471,373.30
H	Capital Reserve	H.0200.400	Savings	49,492.06
TOTAL CAPITAL FUND				\$ 520,865.36
TA	Trust & Agency	TA.0200.000	Checking	50,095.15
TA	Retirement Savings	TA.0201.000	Savings	48,846.78
TA	WWI Memorial Trust	TA.0201.001	Savings	729.45
TA	T & A Special Escrow	TA.0201.002	Savings	6,589.16
TA	Justice Court	TA.0201.004	Savings	4,782.80
TA	Concert Fund	TA.0201.008	Savings	2,281.56
TA	Global Common	TA.0201.009	Savings	271,212.62
TA	Accounts Payable	TA.0202.000	Checking	365,330.52
TOTAL TRUST & AGENCY FUND				\$ 749,868.04
	Wire Account			1.00
	Utility Clearing			98,494.48
				\$ 98,495.48
TOTAL VILLAGE WIDE				\$ 10,516,620.18

Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Contract	PCA	NYSCE	Comm Tax	Res Tax	Total	
Electric	2 - Electric - Flat Charge	14	0	0		675.38				9.34	684.72	
	9 - Residential (1, 1)	333	0	130445	15,697.85		1,475.31	501.73		437.69	18,112.58	
	10 - Water Heating (2, 2)	3	0	374	29.62		4.18	1.44		0.89	36.13	
	11 - All Electric (3, 3)	140	0	48911	5,888.13		589.99	188.09		167.34	6,833.55	
	14 - Village St. Lighting (6, 6)	5	0	27873.2	3,208.20		312.46	107.23			3,627.89	
	15 - Town St Lighting (7, 7)	1	0	3379.6	388.99		37.89	13.00			439.88	
	19 - Traffic Lights (11, 11)	1	0	1416	145.65		15.87	5.45			167.97	
	20 - Contract St Lighting (12, 12)	2	0	136	0.00						0.00	
	21 - Sterling Harbor (13, 13)	2	0	1207	138.92		13.53	4.65	13.55		170.65	
	Electric Total		501	0	213741.8	25,498.36	675.38	2,449.23	821.59	13.55	615.26	30,073.37
	Sewer	3 - Sewer - Flat Charge	1	0	0	52.70						52.70
		4 - Sewer - Flat Charge	1	0	0	63.70						63.70
		23 - Sewer - VILL 3/4" W/SEWER (14, 14)	38	25	130.7	1,971.60						1,971.60
		27 - Sewer - VILL 1 1/2" W/SEWER (16, 16)	3	2	5.4	137.70						137.70
		29 - Sewer - VILL 2" W/SEWER (17, 17)	4	1	527.4	8,025.90						8,025.90
		33 - Sewer - VILL 4" W/SEWER (19, 19)	1	1	0	42.00						42.00
		54 - Sewer - OUTSIDE RES SEWER (50, 50)	69	55	459.8804	11,315.86						11,315.86
		62 - DRIFTWOOD COVE 52	1	0	311.6916	5,765.83						5,765.83
		63 - DRIFTWOOD COVE 49	1	1	43.758	3,087.00						3,087.00
		64 - PECONIC LANDING 301	1	1	772	18,963.00						18,963.00
		65 - CLIFFSIDE CONDOS-SEWER	1	1	46	4,410.00						4,410.00
Sewer Total			121	87	2286.83	53,835.29					53,835.29	
Water		22 - VILL 3/4" W/SEWER (14, 14)	39	16	160	860.63						860.63
		26 - VILL 1 1/2" W/SEWER (16, 16)	4	4	8	147.60						147.60
		28 - VILL 2" W/SEWER (17, 17)	5	2	590	2,286.30						2,286.30
		32 - VILL 4" W/SEWER (19, 19)	1	1	1	36.90						36.90
		47 - VILLAGE 2" (43, 43)	5	2	236	828.90						828.90
		48 - VILLAGE 3/4" (44, 44)	51	36	504	2,490.84						2,490.84
		53 - OUTSIDE RES SEWER (50, 50)	65	0	512.38	0.00						0.00
		Water Total	170	61	2011.38	6,651.17						6,651.17
		12 - Commercial (4, 4)	75	0	209697	23,369.85		2,350.71	806.68	1,541.67		28,068.91
	16 - Operating Municipal (6, 8)	31	0	41063.13	4,779.09		460.33	157.95			5,397.37	
	17 - Water Department (9, 9)	2	0	0	24.86						24.86	
18 - Sewer Department (10, 10)	10	0	50155	5,490.99		562.25	192.95			6,246.19		
73 - Electric Power Plant	5	0	26663	0.00						0.00		
electric-small commercial Total	123	0	327579.13	33,664.79		3,373.29	1,157.58	1,541.67		39,737.33		
Grand Total	915	148	545629.14	119,649.61		675.38	5,822.52	1,979.17	1,555.22	615.26	130,297.16	

Report Setup Information:

Report Design Billing Statistics
 Output Type Graphics
 Start Date 4/28/2018
 End Date 5/31/2018

E - 69810.70
 CW - 3299.70
 CS - 5205.60
 RW - 9301.97
 RS - 2085.00

o/s RS - 11,315.86
 o/s CS - 32,225.85
 130,297.16 ✓

Sector 4
 73-74 + 82

FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - May 2018

\$ 4,775.00 75.00

Account Description

REVENUE: 213 Center	REVENUE: 278 2nd Street	UNIT 1 - 8124	UNIT 2 - 8327	UNIT 3	HOUSE
213 Center					
\$ 1,125.00	\$ 1,350.00		1,125.00	\$ 1,175.00	
\$ 75.00	\$ -				
TOTAL REVENUE:	\$ 1,200.00	\$ 1,125.00	\$ 1,175.00	\$ -	\$ 3,650.00

EXPENSES:	EXPENSES: 278 2nd Street	UNIT 1 - 8124	UNIT 2 - 8327	8328	HOUSE - 8590 RE/8361 SW
<u>Utilities</u>					
Electric	\$ 73.59				\$ 24.91
Water/Sewer	\$ 54.36				\$ 251.96
Propane/Heating Oil					\$ 578.40
<u>Admin</u>					
Salary (\$4.32 X 2 payperiods 140 hrs=\$604.80 divide by 25% and 75%)	\$ 151.20				\$ 453.60
Payment Agreement to Village					\$ 1,000.00
Total	\$ 279.15	\$ -	\$ -	\$ -	\$ 2,308.87

MAINTENANCE: 213 Center	MAINTENANCE: 278 2nd Street	UNIT 1	UNIT 2	UNIT 3	HOUSE
213 Center					
\$ 392.50	\$ 800.00				\$ 4,156.36
\$ 671.65	\$ 1,100.00				\$ 4,156.36
	\$ 81.36				
	\$ 2,175.00				

MONTHLY FINANCIAL SUMMARY	278 2nd STREET				
Interest Earned					
Total Revenue	\$ 1,200.00	\$ 3,650.00			
Total Expenses	\$ 671.65	\$ 6,465.23			
NET REVENUE	\$ 528.35	\$ (2,815.23)			

EXCESS (DEFICIENCY) OF TOTAL REVENUE	\$ 528.35	\$ (2,815.23)			
1000 OVER (UNDER) TOTAL EXPENSES	\$ 528.35	\$ (2,815.23)			

**Financial Data Schedule - Monthly Revenue & Expenses
(HAP REGISTER) - MAY 18**

TOTAL HAP. 75,222.00
 PORT, UTILITIES 194.00 \$

Account Description	82	TOTAL VOUCHERS	TOTAL HAP.
REVENUE:			
705 PHA HUD Operating Grants	\$ 71,137.00		
706a Admin fee revenues	\$ 6,757.00		
711 Interest Earned - HAP	\$		
Interest Earned - ADMIN	\$		
714 Fraud recovery	\$		
700 TOTAL REVENUE	\$ 78,689.00		
EXPENSES:			
Administrative			
Auditing fees			
Salaries - Asha (525.01) Robert Column E.3	\$ 3,342.08		
911a Medical	\$ 2,212.07		
911b Dental	\$ 151.52		
911c Pension T4 13.8%, T5 13.9%, April 18- T 4	\$ 356.11		
911d Payroll Taxes FICA	\$ 2,701.97		
911e Employee Benefit Contributions TOTAL	\$ 2,021.30		
911f Compensated absences	\$		
917 Non IG Stewart, Esq	\$		
918 A. Gallacher Reimb	\$ 16.93		
918 A. Gallacher Mileage	\$		
916 Office Expenses Total	\$		
910 Administrative Total	\$ 7,227.26		
902 Other General Expenses (Office Rent)	\$ 585.00		
909 TOTAL OPERATING EXPENSES	\$ 7,777.26		

Account Description	82	TOTAL VOUCHERS	TOTAL HAP.
Vouchers Leased on last day of month	77		
New Vouchers Issued/No Lease/Searching	5		
Portable Vouchers	2		
All other Vouchers	80		

Admin Salaries Total	DATE	BILLED	ADMIN FEE	ABSORBED
Medical Total	11/13/2015	\$ 511.00	\$ 63.58	
Dental Total	8/31/2016	\$ 1,025.00	\$ 63.58	
Pension Total				
FICA Total				
Benefits Total				
TOTAL PORT IN	0	\$	\$	\$
TOTAL PORT OUT	2	\$ 1,536.00	\$ 127.16	

Account Description	7,633.20	Village of Greenport total
910 EXCESS OPERATING REVENUE OVER OPERATING EXPENSES	\$	\$
972.1 PHA Utility Allowance	\$ 104.00	\$ (220.26)
972.2 HAP payments	\$ 75,162.00	
PORT payments	\$ 1,536.00	
975 (HAP, PORT and UTILITY TOTAL	\$ 75,222.00	(WMS - HAP TOTAL)
HAP & UTIL less Port payments	\$ 73,686.00	(WMS- ALL OTHER VOUCHERS HAP)
Total Admin Revenue	\$ 2,587.00	
Total Hap Revenue	\$ 71,137.00	
Net HAP	\$ (4,000.00)	
Net ADMIN	\$ (250.26)	
900 TOTAL EXPENSES	\$ 82,999.26	TOTAL CASH DISBURSEMENTS
900 EXCESS/DEFICIENCY OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES	\$	\$ (4,310.26)

TERMINATED
 DECEASED
 # 45HAP
 ABSORBED
 RELINQUISHED

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 5 Trans Type: B2 - Amend Status: Batch
 Trans No: 3871 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 AMENDMENT FOR THE GENERAL FUND
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.1113.400	PARKING ENFORCEMENT..	380.00
A.3620.400	SAFETY INSPECTION.CONTR EXP..	86.00
A.1410.100	CLERK.PERSONNEL SERVICES	167.00
A.1420.400	LAW.CONTR EXP..	12,000.00
A.4020.100	REGISTRAR.PERSONNEL SERVICES	2,068.00
A.5110.100	STREET MAINT.PERSONNEL SERVICES	39,270.00
A.5110.401	WINTER MATERIALS.SAND/SALT..	31.00
A.5110.412	REPAIR & MAINT - BUILDINGS..	6.00
A.5110.420	ELECTRICITY..	1,840.00
A.7020.100	RECREATIONAL ADMINISTRATION.PERSONNEL SERVICES	232.00
A.7020.400	ELECTRIC SERVICE RECREATION	790.00
A.7120.401	RECREATION CENTER EXPENSE	1,020.00
A.7120.402	SKATEBOARD PARK EXP	1,001.00
A.7124.101	LIFE GUARD..	3,600.00
A.7311.101	ICE RINK LABOR	4,892.00
A.7311.400	ICE RINK EXPENSE	6,450.00
A.7312.100	CAROUSEL PERSONNEL SERVICES	3,305.00
A.9050.800	UNEMPLOYMENT INSURANCE.EMPLOYEE BENEFITS	760.00
A.9030.801	MTA TAX EXPENSE..	28.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	12,500.00
A.9051.800	EMPLOYEE DENTAL & VISION.EMPLOYEE BENEFITS	3,100.00
A.2002	MARINA REVENUE	22,430.00
A.2410	RENTAL OF REAL PROPERTY	40,325.00
A.2590	BUILDING PERMITS	11,371.00
A.2003	MC CANN CAMPGROUND	19,400.00
Total Amount:		187,052.00

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
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018	Period: 5	Trans Type: B1 - Transfer	Status: Batch
Trans No: 3878	Trans Date: 05/31/2018	User Ref: ROBERT	
Requested: J. WEINGART	Approved:	Created by: ROBERT	06/14/2018
Description: FISCAL YEAR END 2017-2018 BUDGET TRANSFER FOR THE FIRE DEPARTMENT			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A 3410.460	FIRE.ANTIQUE ACQUISITION..	-1,000.00
A 3410.404	FIRE.FUEL OIL..	1,000.00
A 3410.420	FIRE.WATER/SEWER & ELECTRIC..	2,055.00
A 3410.447	FIRE.VILLAGE PERSONNEL SERVICES..	2,053.00
A 3410.451	FIRE HOUSEKEEPING SERVICES..	147.00
A 3410.100	FIRE.PERSONNEL SERVICES	-2,190.00
A 3410.402	FIREFIGHTER TRAINING..	-2,065.00
A 3410.432	FIRE PERMA INS - WORKERS COMP..	-1,000.00
A 3410.415	FIRE REPAIR & MAINT - TRANS EQUIP..	1,000.00
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 5 Trans Type: B1 - Transfer Status: Batch
 Trans No: 3879 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 TRANSFERS FOR THE ELECTRIC,
 WATER AND SEWER FUNDS Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
E.0345	MISC POWER PLANT EQUIPMENT	1,439.00
E.0358	POLES & FIXTURES	7,800.00
E.0361.205	DIST SUBSTATION EQUIPMENT..	1,263.00
E.0363	DISTR O/H CONDUCTORS	295.00
E.0364	DISTR UNDERGROUND COND	2,018.00
E.0368	CONSUMERS METERS	99.00
E.0369	METERS - MISC MATERIAL	832.00
E.0383	SHOP EQUIPMENT	372.00
E.0385	COMMUNICATION EQUIPMENT	100.00
E.0387	GENERAL TOOLS	950.00
E.0388	MISCELLANEOUS GENERAL EQUIPMEN	3,771.00
E.0715.100	REPAIRS - BUILDING..	300.00
E.0721	POWER PURCHASED	410.00
E.0761.300	CONSUMER BILLING & ACCTG..	1,860.00
E.9061.800	EMPLOYEE DENTAL & VISION.EMPLOYEE BENEFITS	110.00
E.0312	STRUCTURES	50.00
E.0354	INST/REPL TRANSM UNDERGROUND C	-1,000.00
E.0724.110	WATER SERVICE..	-1,000.00
E.0714.310	WATER BILLINGS & CHEMICALS..	-4,000.00
E.0714.320	LUBRICANTS..	-1,000.00
E.0782	MANAGEMENT SERVICES	-5,000.00
E.0783.200	INSURANCE - MULTI PERIL..	-6,300.00
E.0800.110	HOSPITALIZATION..	-63,069.00
F.1320.400	AUDITOR EXPENSE..	1,634.00
F.9030.800	FICA & PERMA.EMPLOYEE BENEFITS	3,120.00
F.8310.407	BILLING & ACCOUNTING..	500.00
F.8310.414	MISC GENERAL EXPENSE..	36.00
F.8310.101	SUPERVISORY LABOR..	506.00
F.9060.800	HOSPITALIZATION.EMPLOYEE BENEFITS	-5,796.00
G.1320.400	AUDITOR EXPENSE..	1,834.00
G.8110.404	BILLING & ACCOUNTING..	1,625.00
G.8110.402	WATER SERVICE..	2,130.00
G.8110.410	MISC OFFICE/TELEPHONE EXP..	5.00

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
	Total Amount:	<u>0.00</u>



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

Submitted: June 15, 2018
Meeting: June 21, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Village Clerk Department

Village Clerk June Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on June 21, 2018
Report of Sylvia Lazzari Pirillo, Village Clerk

Contracts

The contract between the Village and Johnson Tree was fully executed on May 24th.

The fully executed Inter-Municipal Cooperation Agreement establishing Suffolk Share was fully executed, and received by the Village on June 4th.

An electronic copy of the fully executed NYSGOSR SRA agreement (for the microgrid project) was received on June 12th.

The contracts were created for each of the five inner scenic panel artists.

Dances

A check in the amount of \$ 9,000 was received on May 31st from the Charles and Helen Reichert Family Foundation for the Dances in the Park program.

A check in the amount of \$ 2,500 was received on June 11th from The Friends of Mitchell Park for the Dances in the Park program.

Employment

An advertisement for the Seasonal Traffic Control Officer position(s) was published in the May 17th edition of the paper, and was returnable on the 24th.

Financial

A check in the amount of \$ 3,928.74 was received from the North Ferry Company on May 31st as payment # 1 of two required payments for the annual total.

Informational

The (draft) Annual MS4 Report was posted to the website on May 18th.

The ESL classes at the Old Schoolhouse, run by CAST, have been extended through July 18th [on every Wednesday] from 6:30 p.m. through 8:00 p.m.

Legal Notices

The notice regarding the class change liquor license application of Baywater Group, Inc. was noticed in the May 17th edition of the paper.

The Special Meeting of the HPC on May 18th was noticed on May 15th.

The notice of adoption for the bonding of the purchase of 415 Sixth Street was published in the May 31st edition of the paper.

The notice of adoption for the partial re-construction and improvement of the property at 415 Sixth Street was published in the May 31st edition of the paper.

The Notice of Special Election was re-printed in the June 14th edition of the paper.

Liquor License Applications

The new application for 48 Front Street, received on June 1st, was published in the June 7th edition of the paper.

For Board Discussion

Proposed amendment to Chapter 132 (Vehicles and Traffic), Section 45: Schedule VII (Speed Limits) of the Village of Greenport Code

Proposed amendment to Chapter 103 (Rental Properties) of the Village of Greenport Code

Proposed amendment to Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code to add two handicapped parking spaces on Manor Place, at Holy Trinity Church

Proposed amendment to Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code 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

Requested Resolutions

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 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 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 approving a Village of Greenport sponsored Soccer Clinic, and further approving an agreement between the Village of Greenport and Michelle Clark as Soccer Clinic Coordinator, with the payment of \$ 2,000 to Michelle Clark to be contingent upon the receipt of registration fees of a minimum of \$ 2,000; for Soccer Clinic dates of June 25, 2018 through June 29, 2018 from 5:15 p.m. through 7:30 p.m.

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 approving the attached agreement in the amount of \$ 133,215.00 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 approving the attached agreement in the amount of \$ 136,264.50 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 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 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 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 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 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 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 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 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 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.

Attachments:

- Intermunicipal Agreement IMA - Pump out Boats (PDF)
- Agreement VOG and Costello Marine Corporation - Repairs to A Dock Float (PDF)
- Agreement VOG and Costello Marine Contraction Corp. - Bolt Repairs at the East Dock (PDF)
- Contract VOG and Jada Rowland - Inner Scenic Panels - Carousel (PDF)
- Contract VOG and W. A. Dodge -Inner Scenic Panels - Carousel(PDF)
- Contract VOG and Enid Hatton - Inner Scenic Panels - Carousel (PDF)
- Contract VOG and Cliff Miller - Inner Scenic Panels - Carousel (PDF)
- Contract VOG and Scott Hewett - Inner Scenic Panels - Carousel (PDF)
- Agreement VOG and DEAL Concrete Corp. - Wiggins Street Concrete Culvert Replacement (PDF)
- Agreement VOG and DEAL Concrete Corp. - Fifth Street Road End Drainage (PDF)
- Agreement VOG and DEAL Concrete - Fifth Street Replacement Handicap ramps, sidewalks, curbs, and driveway aprons (PDF)

**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.

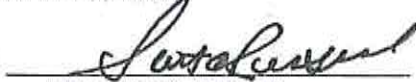
6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$1,000,000 and \$1,000,000 aggregate liability for bodily injury and property damage. The 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 1st 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

Resolution
RES-2018-548

Adopted
Jun 5, 2018 7:30 AM

Agreement with Greenport Village - Pump-Out Station

Information

Department:	Trustees	Sponsors:	
Category:	Contracts, Lease & Agreements	Functions:	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

Jun 5, 2018 7:30 PM Video **Town Board** Regular Meeting

Draft

RESULT: ADOPTED (UNANIMOUS)
MOVER: James Dinizio Jr, Councilman
SECONDER: Jill Doherty, Councilwoman
AYES: 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 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 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)
)ss:
COUNTY OF Suffolk)

On this 13th day of June, 2018, 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

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

ACKNOWLEDGEMENT OF VILLAGE

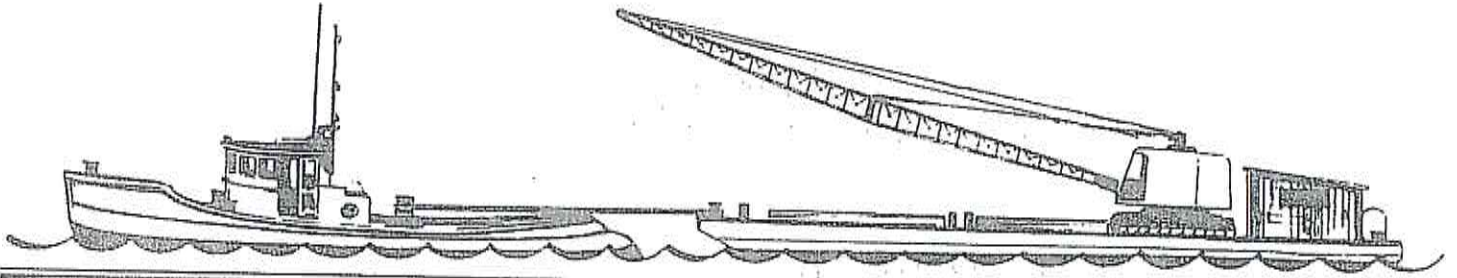
STATE OF NEW YORK

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

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".

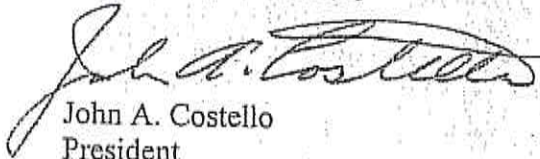
We will repair and refasten the connection on the float's "T" in two directions. We will use approximately nine new $\frac{3}{4}$ " tierods to replace the existing sheared tierods. We will also prefabricate a steel connector to the two corners of the 8' wide float.

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: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

POLICYHOLDER COSTELLO'S MARINE CONTRACTING CORP 423 5TH ST. P.O. BOX 2124 GREENPORT NY 11944

CERTIFICATE HOLDER VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT NY 11944

POLICY NUMBER G2151 572-1	CERTIFICATE NUMBER 83359	POLICY PERIOD 06/29/2017 TO 06/29/2018	DATE 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)^{ss:}

On this 13th 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 E STEVENS
Notary Public- State of New York
NO. 01ST6269424
Qualified in Suffolk County
Commission Expires 9-24-2020

ACKNOWLEDGEMENT OF VILLAGE

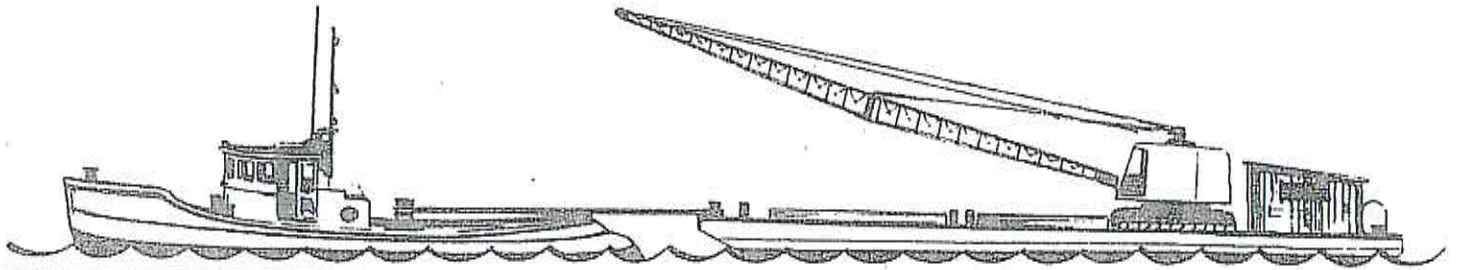
STATE OF NEW YORK

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

RE: Bolt Repairs for East Dock

Dear Mr. Albanese:

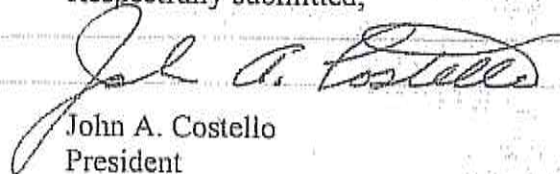
At the offshore end of the east dock, we propose to repair and refasten as many of the sheared and broken bolts. Approximately 100 +/- bolts may be required to complete the repairs. We will re-drill and refasten most of the accessible piling with 1" bolts of varying lengths.

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2018

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 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 Robinson & Son, LLC P. O. Box 432 Hudson Falls, NY 12839 James B. Robinson	CONTACT NAME: James B. Robinson	
	PHONE (A/C, No, Ext): 518-746-9230 FAX (A/C, No): 518-746-9234 E-MAIL ADDRESS: james@robinsonandson.net	
INSURED Costello Marine Contracting John A. Costello 423 5th St POB 2124 Greenport, NY 11944	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Specialty Ins. Co.	27154
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MARINE GENERAL LIABILITY			B5JH01734	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SUBJECT TO ACTUAL POLICY CONDITIONS.

CERTIFICATE HOLDER VILGREE Village of Greenport 236 Third St 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 James B. Robinson
--	--



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

POLICYHOLDER
COSTELLO'S MARINE CONTRACTING CORP
423 5TH ST.
P.O. BOX 2124
GREENPORT NY 11944

CERTIFICATE HOLDER
VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT NY 11944

POLICY NUMBER G2151 572-1	CERTIFICATE NUMBER 83359	POLICY PERIOD 06/29/2017 TO 06/29/2018	DATE 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.

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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 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 _____)

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 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.

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)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

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(SEAL)

Notary Public

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STATE OF NEW YORK
COUNTY OF SUFFOLK

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(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 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

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(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.

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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 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 _____)

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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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- 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.

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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.)

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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.
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VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

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.

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

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.

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 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 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: _____

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: 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
Total	\$21,000.00

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 thirty-six, two hundred and sixty-four dollars and fifty cents (\$136,264.50) 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
Total	\$136,264.50

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 thirty-three thousand two hundred and fifteen dollars (\$133,215) 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 2038
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
Total	\$133,215.00



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

Submitted: June 14, 2018
Meeting: June 21, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Mary Bess Phillips, *Trustee*
Department: Mayor and Board of Trustees

Trustee Doug Roberts June Work Session Report

Attachments:

Trustee Roberts June 2018 Work Session Report (PDF)

MEMORANDUM

To: Mayor and Board of Trustees

From: Trustee Doug Roberts

Re: June 2018 Work Session

June 14, 2018

1. Overnight Parking – Transportation Center

The Shelter Island Heights Corp continues to profit off the backs of the residents and taxpayers of this village. Adding insult to injury, Shelter Island residents have, for years, used the Village's transportation center parking lot as a free long-term storage facility for their vehicles, saving money on paying to bring their cars back and forth on the ferry, storing them in a garage in the city, or paying the SIHPOC parking fees on the other side. The traffic and parking congestion in Greenport is now almost a 9-month phenomenon and we need to preserve every parking spot we can for people who live here and use the LIRR or Jitney to travel to the city, or for people visiting the Village to shop or eat.

The parking study commissioned in 2009 advised us to enforce time limits and encourage turnover of cars in the commercial district, and this Board has effectively implemented this recommendation by sending out TCOs to chalk tires and issue tickets. It works. Sometimes you can actually find a parking spot on a summer Saturday or Sunday.

The issue of long-term parking for weeks on end at the transit center is not a complicated problem and does not need a complicated solution. Parking stickers might be something we consider at some point, but upon further reflection and discussion with folks, my conclusion is that we should just stick with what is already working instead of creating new systems and layers of bureaucracy.

I propose we amend Chapter 132 to limit parking in the areas of the MTA property leased directly to The Village to a maximum of 3 days and we buy our TCO a few different colors of chalk. Let's set the fine for violation at \$75 per day.

Getting a \$1/car fee from the Ferry Company is complicated and requires approval from The County. But protecting parking in our municipal lot for our own residents and visitors just requires 3 votes and some chalk.

2. Kayak/Paddleboard/Dinghy Racks

I have been approached by a few folks in town who want to see us allow racks to be placed at some of our road ends supporting our mooring fields and allowing paddleboarders, kayakers, and small boat sailors (i.e. Sunfish) to store their equipment on Village Property. This is already done in practice and The Village

could choose to let that continue as is. But we do a great thing for our baymen by providing access to affordable dockage on Sterling Creek and I'd like to see us do the same for the families and others who access our waters on small personal craft that create no environmental impact. Some have volunteered even to build the racks if The Village will allow it.

Each of these rack areas should also include an increase in trash receptacles to support the offloading of trash from boat outings.

Propose a resolution to allow dinghy/kayak/paddleboard racks at the end of Bridge, Brown, and 6th Streets and directing the Clerk's office to develop a registration and insurance process mirroring that used for The Baymens' Dock. Also propose code revisions setting a fee schedule for use of Village boat/board racks that is affordable but covers the costs of insurance and maintenance.

3. Short Term Rental Regulation

It's time. There is already so much discussion happening around town. I ask the Mayor and Board to vote TONIGHT to schedule a public hearing for NEXT WEEK on the proposed revisions to Chapter 103 that will add STR as a conditional use in the R-1 and R-2 zones. This will almost definitely be a hearing we leave open for a couple of months. Let's get the process started!

Greenport is a square mile free-for-all and the real estate investors are swarming around us, with "For Sale" signs popping up everywhere and new AirBNBs entering the market seemingly every week while the availability of reasonably priced rentals continues to dwindle and locals get priced out of new home purchases more and more each month.