



236 Third Street  
Greenport NY  
11944

Tel: (631)477-0248  
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**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

**March 28, 2019 at 7:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- Mary Patricia Mosca

**ANNOUNCEMENTS**

- The annual Organizational Meeting will be held at 6:00 p.m. on April 4, 2019 at the Old Schoolhouse.
- The Annual Tentative Budget Hearing will be held at 6:00 on April 9, 2019 at the Old Schoolhouse.

**LIQUOR LICENSE APPLICATIONS**

- New application for Werts East, 38 Front Street

**PUBLIC HEARINGS**

- Wetlands Permit Application submitted by PWIB Claudio Real Estate

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 03-2019-1**

RESOLUTION adopting the March, 2019 agenda as printed.

**RESOLUTION # 03-2019-2**

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

**FIRE DEPARTMENT****RESOLUTION # 03-2019-3**

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the Greenport Fire Department Ford Explorer known as the "80" (First Responder) vehicle, and further authorizing the sale of the vehicle to the highest bidder, with a minimum bid of \$ 1,000.

**VILLAGE ADMINISTRATOR****RESOLUTION # 03-2019-4**

RESOLUTION accepting the proposal as submitted by H2M, dated January 4, 2019 to prepare the Annual Water Supply Statement / Consumer Confidence Report, and the corresponding supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, at a total cost of \$ 2,000; to be expensed from Account F.8310.413 (Special Services).

**RESOLUTION # 03-2019-5**

RESOLUTION accepting the proposal as submitted by J.R. Holzmacher P.E., LLC dated March 18, 2019 to prepare the requisite Annual MS-4 Report; and to submit the Annual MS-4 Report to the New York State Department of Environmental Conservation, at a total cost of \$ 1,500; to be expensed from Account A5110.450 (Miscellaneous Expense), and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and J.R. Holzmacher P.E., LLC.

**RESOLUTION # 03-2019-6**

RESOLUTION authorizing the attendance of Trustee Robins and Village Administrator Pallas at the NYAPP 2019 Annual Conference from April 15, 2019 through April 18, 2019 in Saratoga Springs, New York at a conference fee of \$ 350.00 and a room rate of \$ 139.00 per night, with meal, mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy, to be expensed from Account E.0782.000 (Management Services).

**RESOLUTION # 03-2019-7**

RESOLUTION affirming the non-financial based support by the Village of Greenport of the Wastewater Treatment Plant Effluent Reuse Project, and authorizing Village of Greenport staff members to work with various outside entities regarding the Project, with those labor hours representing the sole cost to the Village of Greenport.

**RESOLUTION # 03-2019-8**

RESOLUTION hiring David Jenkins as a seasonal, part-time employee at the Village of Greenport Carousel, at a pay rate of \$ 12.00 per hour, effective April 6, 2019.

**RESOLUTION # 03-2019-9**

RESOLUTION hiring Matthew Lasorsa as a full-time Engineering Aide at a pay rate of \$ 20 per hour, effective April 17, 2019. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

**RESOLUTION # 03-2019-10**

RESOLUTION authorizing Village Administrator Pallas to work with Historic Preservation Chairman Bull on a Certified Local Government Intensive Survey Grant, the purpose of which is to survey all of the properties within the Village of Greenport to measure and document all of the historic assets of the Village; with a maximum of \$ 2,000 of in-kind services, and a maximum monetary expense of \$ 1,000 to be incurred by the Village of Greenport, accepting the attached proposal from Preservation Studios, and further authorizing Village Administrator Pallas to sign the corresponding grant application paperwork on behalf of the Village of Greenport.

**RESOLUTION # 03-2019-11**

RESOLUTION approving an increase in the hourly wage rate for Adam Brautigam, from \$ 17.00 to \$ 19.50 per hour, effective April 3, 2019 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**VILLAGE TREASURER****RESOLUTION # 03-2019-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4087, to appropriate reserves to fund electrical testing at the Power Plant, and directing that Budget Amendment #4087 be included as part of the formal meeting minutes for the February 28, 2019 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2019-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4088, to appropriate reserves to fund the repair of Power Plant engine #6, and directing that Budget Amendment #4088 be included as part of the formal meeting minutes for the March 28, 2019 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2019-14**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4089, to appropriate reserves to fund the repair of the Railroad Dock, and directing that Budget Amendment #4089 be included as part of the formal meeting minutes for the March 28, 2019 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2019-15**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4090, to appropriate reserves to fund the purchase and installation of two (2) emergency generators for the Sewer Department, and directing that Budget Amendment #4090 be included as part of the formal meeting minutes for the March 28, 2019 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2019-16**

RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of \$ 43,665.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

**RESOLUTION # 03-2019-17**

RESOLUTION scheduling a public hearing for the 2019-2020 Tentative Annual Village Budget at 6:00 p.m. on April 9, 2019 at the Old Schoolhouse, Front and First Streets, Greenport, New York 11944; and directing Clerk Pirillo to notice the budget hearing accordingly.

**RESOLUTION # 03-2019-18**

RESOLUTION authorizing the use of Community Development Block Grant money in the amount of \$ 180,305.00 for the purpose of funding the following projects for ADA compliance:

Fifth Street Restroom Rehabilitation,  
Fifth Street Playground Equipment Upgrade,  
Sidewalk Apron Renovations, and  
with any additional required funding to be provided by the Village.

**VILLAGE CLERK****RESOLUTION # 03-2019-19**

RESOLUTION approving the attached "First Amendment to Standard Lease Agreement", from T-Mobile Northeast LLC, regarding the extension of the existing lease agreement between the Village of Greenport and T-Mobile from July 17, 2023 through July 17, 2028 for the site located at Washington Avenue, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and T-Mobile Northeast LLC.

**RESOLUTION # 03-2019-20**

RESOLUTION approving the Public Assembly Permit Application submitted by the Business Improvement District to use a portion of Mitchell Park from 10:00 a.m. through 12 noon on April 20, 2019 for the Annual Egg Roll, and corresponding activities.

**RESOLUTION # 03-2019-21**

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies on behalf of The Friends of Mitchell Park, to use a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. every Saturday from June 1, 2019 through October 26, 2019 for Tai Chi instruction, which will be at no cost to the public.

**RESOLUTION # 03-2019-22**

RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 20, 2019 through September 23, 2019; for the annual Maritime Festival.

**RESOLUTION # 03-2019-23**

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, for the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 21, 2019 and from noon to 5:00 p.m. on September 22, 2019 for the annual Maritime Festival.

**RESOLUTION # 03-2019-24**

RESOLUTION approving the request of Eastern Long Island Hospital to close Main Street from Bay Avenue to the southern terminus at Claudio's Circle, and to close Front Street from Main Street west to First Street, on June 15, 2019 from 9:00 a.m. through 11:30 a.m. for the Eighth Annual North Fork Waiter Race.

**RESOLUTION # 03-2019-25**

RESOLUTION approving the request of the Floyd Memorial Library, in conjunction with the Village of Greenport Summer Camp program, for the gratis use of the Carousel on July 30, 2019 beginning at 10:00 a.m. for the Summer Reading Program.

**RESOLUTION # 03-2019-26**

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment. This conditional approval is predicated upon comments/approval by the Suffolk County Department of Health Services for the existing cesspool, per the recommendation of the Conservation Advisory Council.

**RESOLUTION # 03-2019-27**

RESOLUTION approving the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, Greenport, New York, 11944; to raise the existing building above the base flood elevation plus 2' of freeboard or more, with the work including the replacement of the existing foundation and floor frame with 26 new helical pile supported floor. Per the Conservation Advisory Council, the approved Wetlands Permit will have a term of two (2) years from the date of approval, and the applicant shall be required to request approval from the Suffolk County Department of Health Services for the existing cesspool.

**RESOLUTION # 03-2019-28**

RESOLUTION scheduling a public hearing for 7:00 p.m. on April 25, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Wayne Turett and Jessica Leighton at 746 Main Street to: dredge from the dock of the property at 746 Main Street to the dock of the property at 714 Main Street to a depth of approximately 5' at MLW; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 03-2019-29**

RESOLUTION accepting the attached 2018 year-end Length of Service Award Program points for the Village of Greenport Fire Department.

**RESOLUTION # 03-2019-30**

RESOLUTION hiring Juan Diaz as a full-time Park Attendant III at a pay rate of \$ 15 per hour, effective April 3, 2019. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

**RESOLUTION # 03-2019-31**

RESOLUTION accepting the bid of Commander Electric, Inc. - the sole bidder - in the amount of \$ 110,000, per the bid opening on March 18, 2019 for the purchase and installation of two (2) emergency generator sets for the Sewer Department, to be expensed from Account G.8130.204 (Major Equipment Repairs/ Purchases), and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Commander Electric, Inc.

**VOUCHER SUMMARY****RESOLUTION # 03-2019-32**

RESOLUTION approving all checks per the Voucher Summary Report dated March 21, 2019, in the total amount of \$ 424,331.21 consisting of:

- o All regular checks in the amount of \$ 383,544.72, and
- o All prepaid checks (including wire transfers) in the amount of \$ 40,786.49.



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

January 4, 2019

Mayor George W. Hubbard, Jr.  
Inc. Village of Greenport  
236 Third Street  
Greenport, New York 11944

**Re: Inc. Village of Greenport - Water Department  
Proposal – 2018 Annual Water Supply Statement/Consumer Confidence Report  
H2M Project No.: GRPT 19-50**

Dear Mayor Hubbard:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2019.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2018. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$2,000.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers

Dennis M. Kelleher, P.E.  
Executive Vice President

DMK:sj

cc: Mr. Paul J.W Pallas, P.E., Village Administrator

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# H2M architects + engineers

## PROPOSAL STATEMENT

PROPOSAL TO: Inc. Village of Greenport DATE: January 4, 2019

PROJECT: 2018 Annual Water Supply Statement/Consumer Confidence Report

The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. **GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

**7. REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

## **8. PAYMENTS TO H2M:**

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

## **9. INSURANCE, INDEMNITY AND LIABILITY:**

9.1 **H2M INSURANCE:** H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 **LIMITATION OF PROFESSIONAL LIABILITY:** The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 **HAZARDOUS WASTE CLAIM (Definition):** "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 **LIMITATION OF LIABILITY:** Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 **CLAIM INDEMNIFICATION:** In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

## **9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:**

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 **CONTRACTOR'S INSURANCE:** The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

# H2M ARCHITECTS + ENGINEERS

## PROPOSAL STATEMENT

9.8 **INDEMNITY:** Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

**10. CLIENT'S RESPONSIBILITIES:** Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

**11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:**

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

**12. OWNERSHIP OF DOCUMENTS:** All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

**13. PROPOSAL EXPIRATION:** The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

**AGREED AND ACCEPTED:**

CLIENT: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

H2M architects + engineers

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

TITLE: Executive Vice President

DATE: January 4, 2019

# J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636  
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

March 18, 2019

Paul Pallas, P.E., Village Administrator  
Inc. Village of Greenport  
234 Sixth Street  
Greenport, NY 117

Re: Proposal for Engineering Support for  
Miscellaneous Projects – MS4 Annual  
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

## **SCOPE OF WORK**

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2018-2019 permit year as well as the range of activities to propose for the next permit year.

We propose the following for your consideration.

### **Task I – MS4 Annual Report**

We anticipate that the following work will be necessary:

- We will interview, by phone or email, village staff familiar with stormwater control and administration activities during the permit year.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.

- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

### **Task II – Additional Services**

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

## **SCHEDULE**

### **Task I – MS4 Annual Report**

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

### **Task II – Additional Services**

Additional services will be rendered as requested with a mutually agreeable schedule.

## **COST PROPOSAL**

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

### **Task I – MS4 Annual Report**

Lump Sum \$1,500.

**Task II – Additional Services**

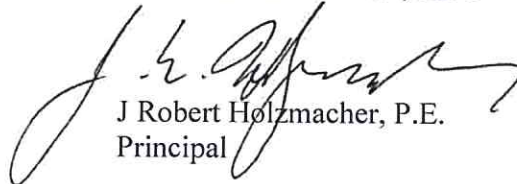
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

**AGREEMENT**

A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing an equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 if you have any questions.

Very truly yours,  
**J.R. Holzmacher P.E., LLC**



J Robert Holzmacher, P.E.  
Principal

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

For: Inc. Village of Greenport

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

Client Contact Phone Number: \_\_\_\_\_

JRH:j

Encl.

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# J.R. Holzmacher P.E., LLC

## Hourly Rates in Effect for 2019

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 375.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	110.00 – 315.00*
Engineers	90.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 175.00
Sr. Environmental Scientists	100.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	69.00 – 125.00
Field Technicians	66.00 – 110.00
Support Staff	45.00 – 85.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. \*Maximum rates reflect a 50% premium for deposition and testimony.

### **Travel, Subsistence, and Other Direct Expenses**

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.545 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

**J.R. HOLZMACHER P.E., LLC - COST PROPOSAL/BACKUP SHEET**  
**JRH Employee Rates**  
**2019 Man-Hour Matrix**

<b>LABOR</b>					
<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
J. Robert Holzmacher, P.E.	Principal	\$ 225.00	/hour	0	\$ -
Michael Simon, P.E.	Principal	\$ 180.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 175.00	/hour	0	\$ -
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 154.50	/hour	0	\$ -
Steven Uccellini	Project Manager	\$ 135.00	/hour	0	\$ -
Jason A. Pontieri, P.E.	Project Manager	\$ 153.00	/hour	0	\$ -
Kyle Sarich	Project Manager	\$ 96.00	/hour	0	\$ -
Joseph Torre	Senior Inspector	\$ 165.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 117.00	/hour	0	\$ -
Morgan P. Keating, I.E.	Project Engineer	\$ 120.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 110.00	/hour	0	\$ -
Randy Lopez	Project Engineer	\$ 100.00	/hour	0	\$ -
Dylan Clemente, I.E.	Project Engineer	\$ 100.00	/hour	0	\$ -
David Nowak, I.E.	Project Engineer	\$ 100.00	/hour	0	\$ -
Kenneth Hennessey	Project Engineer	\$ 95.00	/hour	0	\$ -
Alon Friedman	Project Engineer	\$ 95.00	/hour	0	\$ -
Arthur J. Scheff	Project Scientist	\$ 99.00	/hour	0	\$ -
Corinne Healey	Project Scientist	\$ 84.00	/hour	0	\$ -
Catherine Theodorou	Project Scientist	\$ 84.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 78.00	/hour	0	\$ -
Mia Tagliagambe	Engineering Technician	\$ 81.00	/hour	0	\$ -
Nicole M. Sinko	Engineering Technician	\$ 78.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 75.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 78.00	/hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 45.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
William A. Kieffner	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	<b>Total Direct Labor</b>			0	\$ -
<b>SUPPLIES &amp; EQUIPMENT</b>					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.00	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.580	/mile	0	\$ -
	<b>Total Supplies &amp; Equip.</b>				\$ -
	<b>Total Direct Costs</b>				\$ -



# J.R. Holzmacher P.E., LLC

## Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

### Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

### Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

### CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

## J.R. Holzmacher P.E., LLC

### Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

## **J.R. Holzmacher P.E., LLC**

### Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

### Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

### Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

### Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

## J.R. Holzmacher P.E., LLC

### Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

### Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

### Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

### Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

### Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

## J.R. Holzmacher P.E., LLC

### Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

### Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

### Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

### Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal.



March 22, 2019

Paul J. Pallas, P.E., Administrator  
Village of Greenport, Long Island, NY

Dear Paul,

Preservation Studios will, at no cost to the Village, prepare for submission a Certified Local Government grant application for the work outlined below with the anticipated cost based on information provided to us by the Village.

If awarded, Preservation Studios will provide the Village with a formal proposal to perform the work of the survey and the submission of the required documents and materials.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tom Yots', written over a light blue horizontal line.

Tom Yots  
Director of Municipal Services  
Preservation Studios

Reconnaissance Level Survey for the Village of Greenport

Fee of \$16,250 for the project work + \$750 for travel and accommodations.

This would work out to a budget\* as follows:

- = total budget: \$19,000 (consultant fee + in-kind from the Village)
- = \$16,000 from the SHPO
- = \$2000 in-kind from the Village
- = \$1000 cash from the Village

- *Efforts are being made to secure an additional \$2000 from the Business Improvement District in order to reduce the ask amount to the SHPO.*

The project is based on the document sent by Linda Mackey of the NYSHPO for a Reconnaissance Level Survey of the Village and would include the following:

Recon-Level Survey Report, including, but not limited to:

- Survey of approximately 1100 properties
- Description of proposed districts
- Annotated Building List of NRE properties
- Statement of Significance
- Boundary Description and Justification
- Map of contributing and non-contributing buildings
- Recommendations for Individual and Historic District National Register Nominations.
- Submission of draft and final Recon-Level Survey Reports
- Submission of property information to CRIS for individually eligible properties

c. Steve Bull, Historic Preservation Commission, Village of Greenport

Karen Kennedy, Director of Architectural History, Preservation Studios

Derek King, Director of Operations, Preservation Studios

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2019	Period: 2	Trans Type: B2 - Amend	Status: Posted
Trans No:	4087	Trans Date: 02/13/2019	User Ref: ROBERT	
Requested: P. PALLAS	Approved: RB	Created by: ROBERT		02/13/2019
Description: TO APPROPRIATE RESERVES TO FUND THE ELECTRICAL TESTING AT THE LIGHT PLANT				Account # Order: Yes
				Print Parent Account: No

Account No.	Account Description	Amount
E.0352	TRANSM SUBSTATION EQUIPMENT	47,500.00
E.5990	APPROPRIATED FUND BALANCE	47,500.00
<b>Total Amount:</b>		95,000.00



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2019	Period:	3	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4088	Trans Date:	03/08/2019	User Ref:	STEPHEN		
Requested:	P. PALLAS	Approved:		Created by:	STEPHEN		03/08/2019
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPAIR TO POWER PLANT ENGINE #6 AND FOR INSPECTION AND REPAIR TO POWER PLANT ENGINE #5					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	20,000.00
E.0715.310	REPAIR - DIESEL UNITS..	20,000.00
<b>Total Amount:</b>		40,000.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2019 Period: 3 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4089 Trans Date: 03/11/2019 User Ref: ROBERT  
 Requested: Approved: Created by: ROBERT 03/11/2019  
 Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPAIR OF THE RAILROAD DOCK FENDER SYSTEM  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	17,760.00
A.7231.400	DOCKS CONTRACTUAL EXP	17,760.00
<b>Total Amount:</b>		<u>35,520.00</u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2019 Period: 3 Trans Type: B2 - Amend Status: Batch  
Trans No: 4090 Trans Date: 03/21/2019 User Ref: ROBERT  
Requested: P. PALLAS Approved: Created by: ROBERT 03/21/2019  
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF EMERGENCY GENERATORS FOR THE WASTEWATER TREATMENT PLANT  
Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	110,000.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES.	110,000.00
<b>Total Amount:</b>		<b>220,000.00</b>

## FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

This First Amendment to Standard Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Village of Greenport, a New York corporation ("**Lessor**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated May 1, 1998, (the "**Agreement**") regarding Lessor's leased area ("**Premises**") located at Washington Ave., Greenport, New York 11944 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
3. Commencing the first day of the first Renewal Term, Lessee's obligation to pay Rent is guaranteed for the period of five (5) years ("**Rent Guarantee Period**"). The Rent Guarantee is valued at an amount of Three Hundred Sixty-Nine Thousand Five Hundred Fifteen and 85/100 Dollars (\$369,515.85). Lessee's obligation to pay Rent during the Rent Guarantee Period shall not be subject to offset or cancellation by Lessee unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Lessee's ability to operate; (b) the Premises or Lessee's antenna facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Lessee is unable to maintain its' tenancy; d) Lessor requires Lessee to relocate its antenna facilities which adversely affect Lessee's ability to operate the antenna facilities or e) Lessor breaches the Agreement and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/LI13162C

If to Lessor:  
Village of Greenport  
236 Third Street  
Greenport, NY 11944  
Attn: Village Clerk

5. Lessee reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Agreement.
6. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Lessor will execute a Memorandum of Lease at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.
8. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Lessor:**

Village of Greenport, a New York corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Lessee:**

T-Mobile Northeast LLC, a Delaware limited liability company

By: *Cheryl A. Downs*

Print Name: Cheryl A. Downs

Title: Director, Technology Property Management

Date: 3-7-19

*Kelly Dunham* 3/5/19  
T-Mobile Contract Attorney  
as to form



BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION  
OF STEPHEN BULL AND TERESE SVOBODA

WHEREAS an application for a wetlands permit approval was filed by Stephen Bull and Terese Svoboda with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: March 8, 2019