



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

*April 27, 2017 at 7:00 PM*

*Mayor and Board of Trustees - Regular Meeting*

*Third Street Firehouse*

*Greenport, NY 11944*

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- o Vennessa Brooks
- o Colin Crowley
- o Janet Wolbert Krudop
- o Muriel Peobody Loomis
- o John E. Walker, III

**ANNOUNCEMENTS**

- o The annual May Mile Fundraiser, benefiting the Fire Department, will be held on May 13<sup>th</sup>, with registration beginning at 8:00 a.m.
- o The BID Mom-a-Thon shopping event will be held on May 13<sup>th</sup>.
- o The annual Fire Department Carnival will be held from May 25<sup>th</sup> through May 29<sup>th</sup>, with fireworks scheduled for May 27<sup>th</sup>.

**PRESENTATION**

- o Peconic Land Trust representative regarding the Exxon-Mobli property
- o MTA representatives regarding proposed schedule upgrades

**PUBLIC HEARINGS**

- o Wetlands Permit Application of Michael Osinski for the property at 307 Flint Street

**PSEG PROJECT PUBLIC COMMENT PERIOD**

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 04-2017-1**

RESOLUTION adopting the April 2017 agenda as printed.

**RESOLUTION # 04-2017-2**

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

**RESOLUTION # 04-2017-3**

RESOLUTION ratifying the following resolutions previously approved by the Board of Trustees at the Trustees' work session meeting held on April 20, 2017:

RESOLUTION authorizing the attendance of Village Administrator Pallas at the NYAPP Lobbying Day event in Albany, New York on April 25, 2017 and April 26, 2017, with the lodging cost not to exceed \$ 200 and with all applicable travel expenses to be reimbursed per the existing Village of Greenport Travel Policy, to be expensed from account E.0784.000 (Regulatory Commission Expense).

**VILLAGE ADMINISTRATOR****RESOLUTION # 04-2017-4**

RESOLUTION rehiring Gus Klavas and Brian Doherty as part-time, seasonal Park Attendants at a pay rate of \$11.00 per hour, effective May 15, 2017.

**RESOLUTION # 04-2017-5**

RESOLUTION rehiring Walker Sutton, Remi Droskoski, Sean Cary, Brian Ricker, Sophie Jacobs, Kyle Strovink, and John Kinsey as part-time, seasonal Park Attendants at a pay rate of \$10.00 per hour, effective May 15, 2017.

**RESOLUTION # 04-2017-6**

RESOLUTION ratifying the rehiring of Erika Martinez as a part-time, seasonal Camp Counselor/Carousel Employee at a pay rate of \$10.00 per hour, effective April 8, 2017.

**RESOLUTION # 04-2017-7**

RESOLUTION rehiring Madison Hilton as a seasonal Life Guard at a pay rate of \$15.00 per hour, effective June 1, 2017.



**RESOLUTION # 04-2017-8**

RESOLUTION rehiring Anthony DeVito, Brendan Flinter, Brennan Strovink, and Jasmine Luke as part-time, seasonal Camp Counselors/Park Attendants at a pay rate of \$10.00 per hour, effective May 15, 2017.

**RESOLUTION # 04-2017-9**

RESOLUTION hiring Joshua Sidor as a part-time, seasonal Park Attendant at a pay rate of \$10.00 per hour, effective May 15, 2017.

**RESOLUTION # 04-2017-10**

RESOLUTION ratifying the hiring of Cindy Louis as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$11.00 per hour, effective April 20, 2017.

**RESOLUTION # 04-2017-11**

RESOLUTION hiring Joe Zabarra and Dylan Zabarra as part-time, seasonal Park Attendants at a pay rate of \$11.00 per hour, effective May 15, 2017.

**RESOLUTION # 04-2017-12**

RESOLUTION hiring Peter W. Harris as the seasonal, part-time Bay Constable at an hourly pay rate of \$20.00; effective April 27, 2017.

**RESOLUTION # 04-2017-13**

RESOLUTION approving the attendance of Trustee Julia Robins at the NYAPP Annual Conference in Schenectady, New York from May 2nd, 2017, through May 4th, 2017, at a conference cost of \$340.00, inclusive of meals, and a room rate of \$169.00 per night. Conference fees, lodging costs and all applicable travel costs are to be expensed from account E.0781.100. (Executive Dept.)

**RESOLUTION # 04-2017-14**

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the vehicles per the attached list.

**RESOLUTION # 04-2017-15**

RESOLUTION accepting the proposal as submitted by H2M, dated January 6, 2017 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 \$ 2,000.00; to be expensed from account F.8310.413 (Special Services).

**VILLAGE TREASURER****RESOLUTION # 04-2017-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3663, to fund repairs including for the nitrate recirculating pump and control panel at the McCann Campground, and directing that Budget Transfer # 3663 be included as part of the formal meeting minutes for the April 27, 2017 regular meeting of the Board of Trustees.

**RESOLUTION # 04-2017-17**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3665, to fund the installation of the oil/ water separator, and directing that Budget Amendment # 3665 be included as part of the formal meeting minutes for the April 27, 2017 regular meeting of the Board of Trustees.

**RESOLUTION # 04-2017-18**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3666, to fund repairs to the Mitchell Park Marina bulkhead, and directing that Budget Transfer # 3666 be included as part of the formal meeting minutes for the April 27, 2017 regular meeting of the Board of Trustees.

**RESOLUTION # 04-2017-19**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3667, to fund carousel and ice rink repairs, and directing that Budget Transfer # 3667 be included as part of the formal meeting minutes for the April 27, 2017 regular meeting of the Board of Trustees.

**RESOLUTION # 04-2017-20**

RESOLUTION adopting the Fiscal Year 2017/2018 Tentative Budget as proposed.

**RESOLUTION # 04-2017-21**

RESOLUTION establishing a Capital Reserve Fund for the funding of Village wide capital improvements, and authorizing Treasurer Brandt to invest such funds in accordance with the Village of Greenport Investment Policy. Any interest earned shall accrue to and become part of the Reserve Fund. The Treasurer shall record all activity in account A.0230.200 of the Village general ledger. No expenditure shall be made from this Reserve Fund without the expressed approval of the Board of Trustees.

**RESOLUTION # 04-2017-22**

RESOLUTION authorizing the attendance of Linda Topalian at the New York State Retirement System Employer Education Seminar on May 23, 2017 with all applicable travel expenses to be reimbursed accordingly, and noting that there is no fee for this seminar.



**RESOLUTION # 04-2017-23**

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator, in the amount of \$ 1,112.50 to be used to set up the required cash drawers/banks for the operation of the Village of Greenport Marina.

**RESOLUTION # 04-2017-24**

RESOLUTION approving the Standard Work Day and Reporting Resolution Form # RS 2417-A, and Form # RS 2419 as attached, and directing Clerk Pirillo to post the Standard Work Day and Reporting Resolution on the official Village of Greenport website for a minimum of thirty (30) days.

**VILLAGE CLERK****RESOLUTION # 04-2017-25**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2017 amending Chapter 132 of the Village of Greenport Code (Vehicles and Traffic); adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an unlisted action, determining that the adoption of the local law will not have a significant impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

**RESOLUTION # 04-2017-26**

RESOLUTION adopting Local Law # \_\_\_\_\_ of 2017, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic), Section 43, Schedule V: (Stop Intersections).

**RESOLUTION # 04-2017-27**

RESOLUTION approving the Public Assembly Permit Application submitted by True Light Church for the use of the Polo Grounds at Moore's Lane from June 1, 2017 through June 3, 2017 for a "Hope Day" event.

**RESOLUTION # 04-2017-28**

RESOLUTION approving the Public Assembly Permit Application submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department for the use of the Polo Grounds at Moores Lane from 6:00 p.m. through midnight from July 4, 2017 through July 8, 2017 for the annual Carnival fundraiser.

**RESOLUTION # 04-2017-29**

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies for the use of a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. on Saturday mornings from June 3, 2017 through October 28, 2017 for free outdoor Tai Chi instruction.

**RESOLUTION # 04-2017-30**

RESOLUTION scheduling a public hearing for May 25, 2017 at 7 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944, for the Wetlands Permit Application submitted by John V. Halsey on behalf of Peconic Land Trust, Inc. to perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 04-2017-31**

RESOLUTION authorizing the attendance of the Mayor, and any interested: Trustee, Village staff member, Planning Board and Zoning Board member at the SCVOA Municipal Training class from 5:30 p.m. through 9:30 p.m. on May 10, 2017 in Holtsville, New York at a cost of \$ 65 per person, plus applicable mileage reimbursement costs, to be expensed from the corresponding account number.

**RESOLUTION # 04-2017-32**

RESOLUTION re-appointing Victor Brown to the Village of Greenport Carousel Committee.

**RESOLUTION # 04-2017-33**

RESOLUTION accepting the resignation of John Fudjinski from the Village of Greenport Road Department effective May 5, 2017; and directing Clerk Pirillo to notice an open employment position in the Village of Greenport Road Department accordingly.

**RESOLUTION # 04-2017-34**

RESOLUTION approving the request by 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 3, 2017 from 9:00 a.m. through 11:30 a.m. for the Sixth Annual North Fork Waiter Race.

**RESOLUTION # 04-2017-35**

RESOLUTION setting the date and time of the Annual Skate Park Festival to be July 23, 2017 from 12:00 noon through 5:00 p.m.; at the Village of Greenport Skate Park on Moores Lane.

**VILLAGE ATTORNEY****RESOLUTION # 04-2017-36**

RESOLUTION approving the attached contract between the Village of Greenport and Island Pump & Tank Corp., in the amount of \$ 89,649.50 for the installation of a new oil/water separator at the Village of Greenport Power Plant, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Island Pump & Tank Corp.



**VILLAGE TRUSTEES****RESOLUTION # 04-2017-37**

RESOLUTION approving the attached letter to the Suffolk County Legislature regarding a North Ferry fee surcharge, and authorizing Mayor Hubbard to sign the attached letter.

**RESOLUTION # 04-2017-38**

RESOLUTION approving the Temporary Construction Access License Agreement dated April 20, 2017 and Utility Easement Agreement dated April 21, 2017 with LIPA and PSEG and authorizing Mayor George W. Hubbard, Jr. to execute the two agreements on behalf of the Village of Greenport, and further resolving that pursuant to those Agreements, the environmental review for the Agreements and Project will be done by LIPA as Lead Agency, with the Village of Greenport continuing as an involved agency.

**RESOLUTION # 04-2017-39**

RESOLUTION approving the creation of a segregated reserve bank account for the Access Fee for the Temporary Construction Access License Agreement in the amount of \$ 1,320,330.33 as provided in that Agreement and in accordance with the attached resolution.

**VOUCHER SUMMARY****RESOLUTION # 04-2017-40**

RESOLUTION approving all checks per the Voucher Summary Report dated April 21, 2017, in the total amount of \$ 610,591.54 consisting of:

- o All regular checks in the amount of \$ 489,243.77, and
- o All prepaid checks (including wire transfers) in the amount of \$ 121,347.77



## Surplus Vehicles

<b>Year</b>	<b>Description</b>	<b>Make</b>	<b>Model</b>
2005	Pick-up 2x4	Ford	F-150
2004	Pick-up 2x4	Ford	Ranger
2001	Pick-up 4x4	Dodge	Ram 3500
1996	Pick-up 2x4	Ford	F-350
1994	Pick-up 4x4	Dodge	Ram 2500
1984	Payloader	Komatsu	W-60















Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York, 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev. 8/15)

BE IT RESOLVED, that the Village Of Gettysport (Name of Employer) 14012 (Location Code) hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>								
MAYOR	6 hrs	GEORGE HUBBARD SR	9991	42312603	<input type="checkbox"/>	04/01/15 - 03/31/19	19.65	<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
<b>Appointed Officials</b>								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, \_\_\_\_\_, secretary/clerk of the governing board of the \_\_\_\_\_ of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Signature of the secretary or clerk) \_\_\_\_\_ (Name of Employer)

Affidavit of Posting: I, \_\_\_\_\_, being duly sworn, deposes and says that the posting of the Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the \_\_\_\_\_ (Date)

- Employer's website at \_\_\_\_\_
- Official sign board at \_\_\_\_\_
- Main entrance secretary or clerk's office at \_\_\_\_\_

(seal)





Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Recertification of the Record of Activities

**RS 2419**  
 (Rev. 9/12)

I, George W. Hubbard, Jr., certify that I completed a 3-month record of activities for the term that began 4/1/15 for my position as Mayor - Village of Greenport.

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on 4/1/15 and ends on 3/31/19.

*George W. Hubbard Jr.*  
 Signature of Member

4/24/17  
 Date

NYSLRS Registration Number: 42312603

Employer Location Code: 40112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132 (VEHICLES AND TRAFFIC) OF  
THE VILLAGE OF GREENPORT CODE

WHEREAS the Village of Greenport intends to add a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); 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 addition of a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); 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 addition of a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); within the Village of Greenport and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the designated stop signs of the Village of Greenport Code within the Village of Greenport 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 designated stop signs within the Village of Greenport:

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: April 21, 2017



March 15, 2017

LOCAL LAW NO. OF THE YEAR 2017  
AMENDING SECTION 132-43 OF THE GREENPORT VILLAGE CODE  
SCHEDULE V STOP INTERSECTIONS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE  
INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,  
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-43 Schedule v Stop Intersections

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2017 Amending Section 132-43 Schedule V Stop Intersections of the Greenport Village Code to add stop intersections as indicated in the local law.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2016, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is for public health and safety in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-43 of the Greenport Village Code, Schedule V Stop Intersections is hereby amended to add the following stop intersection as indicated:

Stop Sign on	Direction of Travel	At Intersection of
Madison Avenue	East	Fifth Avenue
West Street	West	Fifth Avenue
Fifth Avenue	North and South	South Street

3.0 Severability

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

## AGREEMENT

Agreement made this      day of April, 2017 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Island Pump & Tank Corp., a New York corporation with an office address of 40 Doyle Court, East Northport, New York 11731, ("Contractor") regarding the Installation of Oil and Water Separator and Related Systems, 2017 (the "Contract").

### 1.      EMPLOYMENT OF ISLAND PUMP & TANK CORP.

The Village retains and employs Contractor to perform services under the Contract as detailed in the Contractor proposal to the Village of Greenport dated March 9, 2017 and revised on April 14, 2017 (the "Proposal"), a copy of which is annexed hereto and made part of this Contract, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal and which together with this Contract are referred to herein as the Contract Documents. Contractor represents that Contractor is employed by Suffolk County under Contract Number MFOCT-122016, and that the prices herein are the same as those provided under that County Contract.

### 2.      PROJECT DESCRIPTION

The Project shall involve the provision of installation of and oil and water separator and related systems.

### 3.      SCOPE OF SERVICES

A.      The Services, ("Contract Work"), shall consist of services as detailed in the Contract Documents. Task or Change orders or additional work authorizations may only be added, by amendment by mutually agreed change orders agreed to by the Village and Contractor 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 Proposal.

B.      Contractor shall perform the Services specified in the Contract Documents.in accordance with workman like standards and generally accepted practice.

### 4.      COMPENSATION

A      Contractor represents that Contractor is employed by Suffolk County under Contract Number MFOCT-122016, and that the prices herein are the same as those provided under that County Contract.

B.      The Compensation to be paid by the Village to Contractor for the performance of the Services shall be the compensation as detailed in the Proposal of eighty-nine thousand six hundred and forty-nine dollars and fifty cents (\$89,649.50), payable on the completion of the Contract Work and presentation of the required documentation,.



5. **PERIOD OF SERVICE**

Contractor shall perform the Services in accordance with the Contract Documents. The Period of Service shall commence upon the date of the mailing of the Notice to Proceed to Contractor, and continue on a diligent basis until completed or as provided in the Contract Documents. Contractor shall commence providing Services under this Agreement and the Proposal not later than five days after the mailing of a Notice to Proceed by the Village of Greenport. Except for the obligations of Contractor which pursuant to the Contract Documents shall continue after the completion of the Services, the Period of Service shall end on the later of the termination of this Agreement or the final payment by the Village to Contractor for the completion of the Contract Work.

6. **PAYMENT**

Contractor shall submit on Contractor's standard form, statements for services performed in accordance with the schedule contained in the Contract Documents. All invoices for reimbursable costs shall be taken from books of account kept by Contractor and Contractor 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, certifying that all wages were paid at the prevailing wage for the service provided by that employee. 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 Contractor 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**

Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Contract Work under this Contract, and that all such personnel shall be employees of Contractor only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Contractor, 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 Contract Work or otherwise.

9. **INSURANCE**

Contractor 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 and the Greenport Village Electric Utility as additional insured. Contractor 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**

Contractor 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 Contractor, 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 Contract. If Contractor 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, Contractor 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. Contractor may initiate such notification upon identifying a condition which may change the Services agreed to under this Agreement.

B. Any notification by Contractor must be provided within thirty (30) days from the date of receipt by Contractor of Village's written notification of a proposed change.

C. The Village may request Contractor to perform extra services not covered



by the Contract Documents, and Contractor 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**

Contractor shall commence the performance of the Services 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 Contractor 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 Contractor is delayed at any time during the contract period by causes that are beyond the reasonable control of Contractor, and without the fault or negligence of Contractor, the time for the performance of the Services 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 Contractor, to perform in accordance with the terms of this Contract through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Contractor shall discontinue the Services 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 Island Pump & Tank Corp. in the performance of the Contract Work under this Contract, 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 Contractor. Contractor's consent shall stipulate what, if any, additional compensation shall be paid to Contractor for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of the Village's rights under paragraph 10. of this Contract.



15. **SUCCESSORS AND ASSIGNS**

A. Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any of the or any interest in this Contract without the prior written approval of Village.

B. This Contract 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. Contractor 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**

Contractor 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, Contractor 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. Contractor shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Contractor shall pay all employees providing services with respect to 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 and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

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 Contract 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 Contractor, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Contract 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 CONTRACTOR: Island Pump & Tank Corp.,  
40 Doyle Court  
East Northport, New York 11731

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

23. **EXTENT OF CONTRACT**

This Contract and the Contract Documents represent the entire Contract between Village and supersedes and replaces all terms and conditions of any prior Contracts, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no Contracts or understandings between the Village and Contractor which are not reflected in this Contract and the Proposal. This terms of this Contract 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 the Proposal, this Contract, the Request for proposals, plans and specifications provided to Contractor by the Village, and any other documents associated with the request for bids or proposals

which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **CONTRACTOR'S GUARANTY**

The Contractor guaranties all work and materials against defective workmanship or materials for a period of two years from the date of the acceptance of the Contract Work by the Village and the final payment to Contractor.

In Witness Whereof, this Contract has been executed by the Village and Island Pump & Tank Corp., effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

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

**ISLAND PUMP & TANK CORP.**

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







**LI Office**  
40 Doyle Court  
East Northport, NY 11731-6405  
(631) 462-2226  
FAX (631) 462-6434  
www.islandpumpandtank.com

**NY City Office**  
1381 Utica Avenue  
Brooklyn, NY 11203  
(718) 526-6525

## PROPOSAL

March 9, 2017

Revised April 14, 2017

Greenport Municipal Power Plant  
400 Moores Lane  
Greenport, NY 11944  
Attn: Mr. Doug Jacobs

Re: Estimate # 17-1034-REV1  
Subj: Install Oil Water Separator  
and Related Systems

**Island Pump & Tank Corporation (IPT) is pleased to submit this estimate proposal for your review. Our intended work scope includes the following:**

Provide fueling system repair work in accordance with the current Suffolk County Department of Public Works 2016-2018 Annual Requirements Contract for Removal/Installation of Motor Fuel/Oil/Chemical Tank Systems (Contract # MFOCT-122016). The intended work scope includes the following:

### Demolition & Removals

- Confirm all electric serving the existing submersible pumps at tank nos. 32 and 33 (sumps) is turned "off".
- Disconnect and drain all existing drainage & discharge piping connected to the submersible pumps, the containment sumps 32 & 33, and the (2) oily-water holding tank nos. 34 & 35.
- Remove and properly dispose all piping connected to the submersible pumps and the (4) tank locations.
- Provide vacuum truck services to dead-line and remove all non-hazardous oily-water (liquids) remaining in tank nos. 32 & 33 (sumps) and tank nos. 34 & 35 (600 gallon ASTs). As the exact quantity of the liquids cannot be determined at the time of this proposal, all disposal will be additional, based on the unit prices listed below.
- Remove the (2) 600 gallon ASTs from the building. Access and properly clean the tanks, including placing all tank sludge and oily debris into 55-gallon drums. Remove and properly dispose of the tanks.
- Provide access to each tank nos. 32 & 33 (sumps), including cutting the tops open to the desired finish dimensions. Power-wash and clean with degreaser the interior walls and floors of these (2) concrete sumps. Include placing all sludge and oily debris into 55-gallon drums.
- As the exact quantity of the drums cannot be determined at the time of this proposal, all drum disposal will be additional, based on the unit prices listed below.

### New Work at Tank Nos. 32 & 33 (sumps)

- Scrub the interior of each of the (2) existing concrete sumps with soapy water. Then rinse and dry.

- Inspect the interior of each of the (2) sumps. Infill any visible cracks or joints with Sika Flex 1A sealant.
- Coat the interior floors and walls of each of the (2) sumps with Benjamin Moore "Superspec Polyamide Epoxy". (Corotech High Performance) Apply (3) coats as per the design drawings and the manufacturer's installation instructions.
- Furnish and install a new floor grating and grating supports at the new openings above each of the (2) concrete sumps.
- Install new "Omntec" electronic level floats at each sump. (All Omntec equipment shall be supplied by the client).
- Install (2) new submersible pumps, (1) at each sump. (All pumps, controls, and accessories shall be supplied by the client.)
- Furnish and install new 1" diameter sch. 40 PVC discharge piping, from each new submersible pump to the new oil-water-separator system. Include all required pipe, fittings, valves, and connections as per the design drawings. Include all required pipe mounting hardware.

#### New Oil Water Separator Installation

- Set in place and anchor (1) 300 gallon aboveground rectangular oil-water-separator, as manufactured by Highland. The new oil-water-separator will be set on a concrete pad furnished and installed by others.
- Install (only) the following customer supplied equipment:
  - Oil-water-separator system complete
  - tank labels
  - touch up paint
  - Omntec LU2 tank system control panel(s), Omntec CEL1471 pump system control panel(s), all floats, all level sensors, all relays, and all cabling.
  - All influent and effluent pumps and controls
- Furnish and install all required electrical conduits and wiring (power and signal) for the new pumps and the new Omntec control systems. Re-use existing power conduits and wiring where available. All new power feeds (if required) shall be pulled from existing distribution panels.
- Furnish and install all final discharge piping connections (influent and effluent). Effluent connection will tie into the existing piping at the exterior building wall.
- Remove and dispose all debris generated by the work. Leave all areas "broom-clean".

**TOTAL COST:            \$89,649.50**  
Plus applicable taxes

\*See attached spreadsheet for contract unit-pricing details.

#### Notes/Qualifications

- Our estimate proposal includes an intended scope of work, as specifically written above.
- The work scope is based on the drawings and details provided by the owner's engineer, N. D. Eryou, PE. Refer to drawing nos. T-100, C-100 through C-210, A-100, A-110, D-100, D-110, M-100 through M-310, all dated 12/10/15.
- As stated above, all equipment for the oil-water-separator system, Omntec system, and pump systems shall be supplied by the owner and delivered to the site.
- In the main area, first floor, the new piping will be routed within existing trenches (under removable floor).
- The concrete base pad for support of the new oil-water-separator shall be supplied and installed by others, prior to IPT job site mobilization.
- The following items are excluded from the work scope quoted above and no costs have been included:
  - All engineering services, plans, permits, and municipal fees
  - Third party testing, inspections, sign-offs



- Electrical service relocations or new service installations
- Removals, installations, or modifications to other tanks or tank systems on site—ASTs or USTs
- Removals, installations, modifications, cleaning, etc. to the existing floors, walls, floor drains, and trenches
- Removals, installations, or modifications to all piping and drainage systems exterior of the building (down-stream from the new oil-water-separator, all previously supplied & installed by others)
- Items not specifically noted above
- All pricing quoted is valid for up to 60 days from the date of this proposal.
- Applicable taxes shall be added to all costs quoted above.

\_\_\_\_\_  
Proposal Accepted

*Michael Shapiro*

\_\_\_\_\_  
This estimate provided by

\_\_\_\_\_  
Date



County of Suffolk  
 Department of Public Works  
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

Item Number	Greenport Municipal Power Plant--Install Oil Water Separator and Related Systems	Unit Cost	Quantity	Unit	Total
102	Permit to Construct A Toxic/Hazardous Materials Storage Facility	\$7,800.00		ea	\$0.00
200	Saw Cutting Existing Concrete	\$10.50	30	lin ft	\$315.00
201	Removal of Pavement (Asphalt)	\$44.50		cu yd	\$0.00
202	Removal of Pavement (Cement Concrete)	\$165.00	1	cu yd	\$165.00
203	Removal of Structures (Cement Concrete)	\$45.00		cu yd	\$0.00
210-A	Abandon Existing Storage Tanks < 1000 gallons	\$3,000.00		ea	\$0.00
210-B	Abandon Existing Storage Tanks 1000 - 4000 gallons	\$5,500.00		ea	\$0.00
210-C	Abandon Existing Storage Tanks 4001-10,000 gallons	\$7,500.00		ea	\$0.00
210-D	Abandon Existing Storage Tanks > 10,000 gallons	\$13,900.00		ea	\$0.00
211-A	Remove Existing Storage Tanks < 1000 gallons	\$4,100.00		ea	\$0.00
211-B	Remove Existing Storage Tanks 1000 - 2500 gallons	\$6,800.00		ea	\$0.00
211-C	Remove Existing Storage Tanks 2501 - 6000 gallons	\$7,500.00		ea	\$0.00
211-D	Remove Existing Storage Tanks 6001 - 10,000 gallons	\$9,500.00		ea	\$0.00
211-E	Remove Existing Storage Tanks > 10,000 gallons	\$9,800.00		ea	\$0.00
212-A	Remove Aboveground Tanks < 1000 gallons	\$1,800.00	2	ea	\$3,600.00
212-B	Remove Aboveground Tanks 1000 - 4000 gallon	\$2,000.00		ea	\$0.00
212-C	Remove Aboveground Tanks 4001 - 10,000 gallons	\$3,800.00		ea	\$0.00
212-D	Remove Aboveground Tanks > 10,000 gallons	\$7,000.00		ea	\$0.00
220	Transport & Dispose Petroleum Products	\$0.95	500	gal	\$475.00
221	Transfer petroleum Products	\$195.00		Hour	\$0.00
222	Containerize & Dispose of Sludges & Residuals	\$300.00	6	Drum	\$1,800.00
223	Cont. & Dispose of Petroleum Contaminated Water	\$2.50	500	gal	\$1,250.00
224	Dispose of Contaminated Soil	\$93.00		tons	\$0.00
230-A	TCLP Lab Analysis (Metals)	\$170.00		ea	\$0.00
230-B	VOC Analysis USEPA Method 8260 STARS List CP-51 List	\$80.00		ea	\$0.00
230-C	VOC Analysis USEPA Method 8260	\$115.00		ea	\$0.00
230-D	VOC Analysis USEPA Method 8270 STARS List CP-51 List	\$125.00		ea	\$0.00
230-E	VOC Analysis USEPA Method 8270	\$240.00		ea	\$0.00
300	General Excavation	\$8.00		cu yd	\$0.00
301	Trench Excavation & Backfill	\$21.00		lin ft	\$0.00
310	Backfill & Placement	\$13.00		cu yd	\$0.00
311	Pea Gravel	\$75.00		cu yd	\$0.00
312	Recycle Portland Cement Concrete Aggregate (RCA)	\$60.00		cu yd	\$0.00
313	Select Fill	\$48.00		ton	\$0.00
320	Non-Woven Engineering Fabric	\$4.00		sq yd	\$0.00
400-A	Temp Tank (Secondary Containment) - 500 Gallons	\$2,500.00		ea	\$0.00
400-B	Temp Tank (Secondary Containment) - 1000 Gallons	\$2,900.00		ea	\$0.00
410-A	Doublewalled Underground Fuel Storage Tanks - 600 Gallons	\$25,000.00		ea	\$0.00
410-B	Doublewalled Underground Fuel Storage Tanks - 1000 Gallons	\$30,000.00		ea	\$0.00
410-C	Doublewalled Underground Fuel Storage Tanks - 2500 Gallons	\$33,000.00		ea	\$0.00
410-D	Doublewalled Underground Fuel Storage Tanks - 4000 Gallons	\$38,000.00		ea	\$0.00





County of Suffolk  
 Department of Public Works  
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

410-E	Doubledwalled Underground Fuel Storage Tanks - 6000 Gallons	\$48,000.00		ea	\$0.00
410-F	Doubledwalled Underground Fuel Storage Tanks - 10,000 Gallons	\$68,000.00		ea	\$0.00
410-G	Doubledwalled Underground Fuel Storage Tanks - 20,000 Gallons	\$90,000.00		ea	\$0.00
411-A	Doubledwalled Aboveground Storage Tanks - 280 Gallons	\$17,500.00		ea	\$0.00
411-B	Doubledwalled Aboveground Storage Tanks - 500 Gallons	\$18,800.00		ea	\$0.00
411-C	Doubledwalled Aboveground Storage Tanks - 1000 Gallons	\$20,000.00		ea	\$0.00
420-A	FRP Pipe - 2" Diameter	\$28.00		lin ft	\$0.00
420-B	FRP Pipe - 3" Diameter	\$38.00		lin ft	\$0.00
420-C	FRP Pipe - 4" Diameter	\$40.00		lin ft	\$0.00
41-A	FRP Secondary Containment Pipe - 2" Diameter	\$7.00		lin ft	\$0.00
421-B	FRP Secondary Containment Pipe - 3" Diameter	\$41.00		lin ft	\$0.00
421-C	FRP Secondary Containment Pipe - 4" Diameter	\$41.00		lin ft	\$0.00
421-D	FRP Secondary Containment Pipe - 6" Diameter	\$41.00		lin ft	\$0.00
422-A	Carbon Steel Pipe - 1/2" Diameter	\$10.00		lin ft	\$0.00
422-B	Carbon Steel Pipe - 3/4" Diameter	\$11.00		lin ft	\$0.00
422-C	Carbon Steel Pipe - 1" Diameter	\$13.00		lin ft	\$0.00
422-D	Carbon Steel Pipe - 2" Diameter	\$18.00	50	lin ft	\$900.00
423-A	Copper Pipe - 1/2" Diameter	\$9.00		lin ft	\$0.00
423-B	Copper Pipe - 3/4" Diameter	\$10.50		lin ft	\$0.00
423-C	Copper Pipe - 1" Diameter	\$13.00		lin ft	\$0.00
430	Automatic Shutoff Device	\$1,050.00		ea	\$0.00
440-A	Manholes Covers/Frames & Containment Box - Steel	\$1,500.00		ea	\$0.00
440-B	Manholes Covers/Frames & Containment Box - Composite	\$4,200.00		ea	\$0.00
440-C	Manholes Covers/Frames & Containment Box - Multipurpose	\$330.00		ea	\$0.00
440-D	Manholes Covers/Frames & Containment Box - Fill Spill Box 5 Gallon	\$990.00		ea	\$0.00
450-A	Dispenser Island	\$7,500.00		ea	\$0.00
450-B	Dispenser/Fuel Management Tower Island	\$7,500.00		ea	\$0.00
451	Fire Suppression System	\$28,000.00		ea	\$0.00
452-A	Fuel Dispenser - One Nozzle	\$8,000.00		ea	\$0.00
452-B	Fuel Dispenser - Two Nozzle	\$15,000.00		ea	\$0.00
453	Dispenser Sump	\$3,500.00		ea	\$0.00
460	Line Testing	\$300.00		ea	\$0.00
500	Steel Reinforcement	\$1.75		pounds	\$0.00
501	Portland Cement Concrete	\$299.00		cu yd	\$0.00
502	Concrete Curb and Curd & Gutter	\$34.00		lin ft	\$0.00
503	Concrete Sidewalk	\$9.00		sq ft	\$0.00
510-A	Concrete Anchor Pads for 600 Gallon Tank	\$3,300.00		ea	\$0.00
510-B	Concrete Anchor Pads for 1000 Gallon Tank	\$3,300.00		ea	\$0.00
510-C	Concrete Anchor Pads for 2500 Gallon Tank	\$500.00		ea	\$0.00
510-D	Concrete Anchor Pads for 4000 Gallon Tank	\$3,700.00		ea	\$0.00
510-E	Concrete Anchor Pads for 6000 Gallon Tank	\$4,000.00		ea	\$0.00
510-F	Concrete Anchor Pads for 10,000 Gallon Tank	\$7,000.00		ea	\$0.00
510-G	Concrete Anchor Pads for 20,000 Gallon Tank	\$9,000.00		ea	\$0.00
520-A	Bollards - General	\$300.00		ea	\$0.00
520-B	Bollards - Island Guard	\$950.00		ea	\$0.00
540	Remove, Preserve, and Resotre Shrubby and Small Caliper Trees	\$70.00		ea	\$0.00





County of Suffolk  
 Department of Public Works  
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

541	Grass Seeding	\$1.29		sq ft	\$0.00
600-A	Electrical Conduit 3/4" Diameter	\$3.95	500	lin ft	\$1,975.00
600-B	Electrical Conduit 1" Diameter	\$4.95		lin ft	\$0.00
601	Power Cable	\$0.55	250	lin ft	\$137.50
602-A	Pull & Junction Boxes-Sheet Metal Junction Box 6"x6"x3"	\$90.00		ea	\$0.00
602-B	Pull & Junction Boxes-Sheet Metal Junction Box 8"x8"x4"	\$22.00		ea	\$0.00
602-C	Pull & Junction Boxes-NEMA 4 Junction Box 4"x6"x4"	\$75.00		ea	\$0.00
602-D	Pull & Junction Boxes-NEMA 4 Junction Box 6"x8"x4"	\$25.00		ea	\$0.00
602-E	Pull & Junction Boxes-NEMA 4 Junction Box 8"x10"x4"	\$25.00		ea	\$0.00
602-F	Pull & Junction Boxes-NEMA 7 Junction Box 4"x6"x3.75"	\$150.00		ea	\$0.00
602-G	Pull & Junction Boxes-NEMA 7 Junction Box 6"x8"x3.75"	\$44.00		ea	\$0.00
602-H	Pull & Junction Boxes-NEMA 7 Junction Box 8"x10"x5"	\$60.00		ea	\$0.00
602-I	Pull & Junction Boxes-GRH Outlet Box NEMA 7, 3/4"	\$60.00		ea	\$0.00
602-J	Pull & Junction Boxes-ER (or equal) Outlet Box NEMA 7, 3/4"	\$46.00		ea	\$0.00
602-K	Pull & Junction Boxes-GU (or equal) Outlet Box NEMA 7, 3/4"	\$37.00		ea	\$0.00
602-L	Pull & Junction Boxes-GR (or equal) Outlet Box, 3/4"	\$37.00		ea	\$0.00
602-M	Pull & Junction Boxes-GRF (or equal) Outlet Box, 3/4"	\$46.00		ea	\$0.00
602-N	Pull & Junction Boxes- ELBO Pull Elbow, 3/4"	\$12.00		ea	\$0.00
603	Panel Boards	\$800.00		ea	\$0.00
604	Signal Cable	\$4.12	600	lin ft	\$2,472.00
611	Inventory Management System	\$16,900.00		ea	\$0.00
612	Leak Detection System	\$9,100.00		ea	\$0.00
694-A	4" Drilled PVC Observation Well	\$750.00		mob	\$0.00
694-B	4" Drilled PVC Observation Well	\$45.00		lin ft	\$0.00
700-A	Plumber Foreman	\$135.00	120	hour	\$16,200.00
700-B	Plumber - Pump & Tank	\$135.00	240	hour	\$32,400.00
700-C	Electrical Foreman	\$135.00	56	hour	\$7,560.00
700-D	Electrician - Pump & Tank	\$135.00	56	hour	\$7,560.00
700-E	Laborer - Heavy & Highway	\$110.00		hour	\$0.00
700-F	Operating Engineer	\$180.00		hour	\$0.00
700-G	Geologist	\$70.00	8	hour	\$560.00
700-H	Draftsmen (CAD)	\$65.00		hour	\$0.00
700-I	Project Manager	\$145.00		hour	\$0.00
700-J	Tractor-Loader Backhoe CASE 580M 4WD	\$750.00		day	\$0.00
700-K	Crawler Mounted Hydraulic Excavator - Deere 370C	\$1,100.00		day	\$0.00
700-L	Wheel Mounted Hydraulic Excavator - Badger 1085C	\$850.00		day	\$0.00
700-M	Geoprobe 7720DT or equal w/Operator	\$1,500.00		day	\$0.00
700-N	Guzzler CL or equal with Operator	\$2,350.00		day	\$0.00
701	Force Account	\$50,000.00	0.25	allow	\$12,280.00

Subtotal \$89,649.50

Estimated Project Total \$89,649.50



County of Suffolk  
 Department of Public Works  
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

Item Number	Force Account Labor & Equipment Rates	Unit Cost	Quantity	Unit	Total
701	midget crane rental to off-load and set new Oil Water Separator	\$2,950.00	1	ls	\$2,950.00
701	epoxy sealer product for sumps	\$937.00	1	ls	\$937.00
701	Sika-flex 1A crack filler epoxy	\$121.00	1	ls	\$121.00
701	degreaser and cleaing materials for sumps	\$380.00	1	ls	\$380.00
701	floor grating materials above modified sumps	\$2,990.00	1	ls	\$2,990.00
701	shop supply, consumables	\$725.00	1	ls	\$725.00
701	1" diameter Schedule 40 PVC drainage piping, fittings, adhesive, etc	\$1,850.00	1	ls	\$1,850.00
701	miscellaneous pipe fittings and harware, drain piping & OWS	\$875.00	1	ls	\$875.00
701	sampling and laboratory analysis, waste class, oily sumps/sludge	\$1,452.00	1	ls	\$1,452.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
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701					\$0.00
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701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00

Force Account Subtotal \$12,280.00





April 21, 2017

Hon. Al Krupski  
Suffolk County Legislature  
423 Griffing Avenue – Suite 2  
Riverhead, NY 11901

Re: Village of Greenport

Honorable Legislator Krupski:

As you know, the Village of Greenport is only 1 square mile, yet the Village has the county's only transportation hub bringing together the LIRR, private bus coach service, car and pedestrian ferries, and vehicular traffic. The Village provides a valuable service to Suffolk County, moving thousands of cars each week through our Village maintained streets to destinations on the South Fork, Shelter Island, points west, and over to New England. Unlike other communities in New York State that support regional transportation infrastructure, the Village of Greenport receives no compensation for its taxpayers' investment in providing these services.

It has come to the attention of the Village of Greenport that the process for the determination and finalization of the rate structure and increases for the North Ferry Company involves a necessary approval from the Suffolk County Legislature.

To that end, the Village of Greenport hereby respectfully requests that the Suffolk County Legislature please consider the addition of a nominal surcharge to the ferry rate the next time that the Ferry Company appears before the County Legislature to request the approval of its fares or a rate increase.

The Village parking and road infrastructure bursts at the seams much of the year now to support this County hub, yet the Village's small tax base of \$1M per year makes it challenging for us to raise revenue to bond for a parking structure and updated road plan that would ease these challenges to our residents and visitors. The proposed surcharge could take the form of a "landing fee" for vehicles travelling in the direction of Greenport from Shelter Island and would be reserved in a special fund earmarked for improvements to this regional transportation hub.

**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**





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ROBERT BRANDT  
Ext. 217

Rate increases for the North Ferry Company were previously approved by the County Legislature in 2011 and 2014, so one may rationally assume that a proposed rate increase request may be forthcoming shortly, and the Village of Greenport thanks the County Legislature in advance for its consideration of this road maintenance surcharge request.

The Village requests the opportunity to have representatives of the Board of Trustees meet with County Executive Bellone and Presiding Officer Gregory, to share the Village's perspective on this matter. Please let us know when we can schedule a meeting.

Thank you for all you do for our Village and for our district.

Sincerely,

George W. Hubbard, Jr. on behalf of the Board of Trustees  
Mayor

cc: Suffolk County Executive Steven Bellone  
Suffolk County Legislature Presiding Officer Duwayne Gregory

**Utility Easement Agreement**

This Utility Easement Agreement (the “Agreement”), made and dated the \_\_\_\_\_ day of April, 2017, by the **Village of Greenport** (the “Grantor” or the “Village”) with offices located at 236 Third Street, Greenport, New York 11944, and **LONG ISLAND ELECTRIC UTILITY SERVCO, LLC** (“Servco”) as agent of and acting on behalf of **LONG ISLAND LIGHTING COMPANY D/B/A LIPA** (“LIPA “ or “Grantee”) with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553, as follows;

**W I T N E S S E T H**

**WHEREAS**, the Grantor is the owner of the property described or indicated in Exhibit A annexed hereto and made a part hereof, which property is known as Fifth Street, Village of Greenport, New York 11944 (the “Village Property”); and

**WHEREAS**, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time (“A&R OSA”), between LIPA and PSEG Long Island LLC (“PSEGLI”) through its operating subsidiary, Servco, has assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA (“T&D System”) as of January 1, 2014, and among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate; and

**WHEREAS** Accordingly, Servco will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including any attached Schedules and Exhibits as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all sums

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due and owing Grantor, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Grantor for sums due under or related to this Agreement. PSEG LI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

**WHEREAS** the Grantor agrees to declare and grant to the Grantee a nonexclusive easement for a term described herein, pursuant to the terms and conditions of this Utility Easement Agreement in the area described in Exhibit B attached hereto and made a part hereof (the “Utility Easement Area”), that area being a portion of Fifth Street, and the Grantee agrees to accept that nonexclusive easement for the term described herein, pursuant to the terms and conditions of this Utility Easement Agreement; and

**WHEREAS** the Grantor and SERVCO as agent and acting on behalf of LIPA have simultaneously entered a Temporary Construction Access License Agreement between the Grantor and SERVCO as agent and acting on behalf of LIPA whereby the Grantor agrees to provide SERVCO as agent and acting on behalf of LIPA with temporary construction access license; and

**WHEREAS** the Grantor hereby grants LIPA, and LIPA accepts from Grantor, an easement, pursuant to the terms and conditions herein;

**IT IS THEREFORE** covenanted and agreed as follows:

**1. Grant of Easement.**

1.1 Utility Easement.

The Grantor, for itself and its successors and assigns, hereby conveys and grants to LIPA, and its successors and assigns, a non-exclusive easement (the “Utility Easement”) under, in, along, and across the property described on the attached and incorporated Exhibit B (the



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“Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of an underground electric line (the “improvements”), and for access to the Utility Easement Area that is depicted generally on the attached and incorporated Exhibit B, and for no other use.

1.2. Reservation by Grantor/Non-Exclusive Use.

All right, title and interest in and to the Utility Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved by the Grantor, provided, however, that the Grantor shall not enact or maintain any improvements which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area, or develop, landscape or beautify the Utility Easement Area in a way which would unreasonably or materially interfere with the Grantee’s permitted use of the Utility Easement Area. The Easement shall be non-exclusive to the Grantee and shall not restrict nor preclude the Grantor hereof from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict or interfere with the rights granted to the Grantee hereof or otherwise endanger Grantee’s underground property and electrical service.

1.3 Reservation by Grantor/Grantor’s Existing Equipment and Facilities.

Grantee acknowledges that Grantor owns, maintains, and operates an existing municipal water and sewer system and that there is already equipment for these systems that is located in the Utility Easement Area, and Grantee acknowledges and agrees to the continued existence of the Grantor’s equipment in the Utility Easement Area, and that the Grantor may operate, repair, maintain and or replace the Grantor’s equipment in the Utility Easement Area, or place other equipment in the Utility Easement Area that does not interfere with the Grantee’s use of the

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Utility Easement Area as provided in this Agreement. Grantee agrees not to take any act regarding the Grantee's equipment or use of the Utility Easement Area that would damage, interfere or endanger the Grantor's equipment or the use or operation thereof.

**2. Purpose and Limited Use of Easement.**

**2.1 Use.**

The purpose and use of the Utility Easement shall be to construct, install, operate, maintain, inspect, test, repair, replace and/or remove a portion of an underground electric distribution cable which shall run from the LIPA Southold substation to a point on Shelter Island only.

**2.2 Distribution Equipment Only.**

LIPA and or its successors in interest may place a conduit and manhole system only in the Utility Easement Area that consists of and is of sufficient size and design to hold three (3) 13kv electric distribution lines; provided, however, Grantee shall be permitted only to utilize one (1) 13kv circuit energized at a time. Initially, LIPA and or its successors and or assigns shall place and use a 13 kv electric distribution circuit in the conduit and specifically shall not place or install an electric transmission line in the conduit or the Utility Easement Area during the term of this Utility Easement Agreement and any extensions thereto.

**2.3 End of Useful Life.**

In the event that any distribution line is no longer functional or is nearing the end of its useful life or another distribution line is needed for increased load, then LIPA, on not less than 30 days prior written notice to the Village, may install another distribution circuit, or its equivalent, in the conduits provided only one distribution circuit is operated at a time.

**3. Term of the Utility Easement.**

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**3.1 Initial Term.**

The Utility Easement shall commence on the effective date of this Agreement and shall have an initial term of fifty (50) years from the effective date of this Agreement.

**3.2 Renewal Terms.**

LIPA shall have the right to exercise three (3) renewal options to renew the term of the Utility Easement for three consecutive (3) renewal terms of fifty (50) years each.

**3.3 Exercise of an Option for a Renewal Term.**

LIPA may exercise an option for a renewal term by notifying the Village of Greenport, Attention Village Clerk, at its offices, currently located at 236 Third Street, Greenport, New York 11944, in writing, by certified mail return receipt requested, regular mail, and electronic mail, not less than one (1) year prior to the expiration of the initial term, or each renewal term of the Utility Easement.

**4. Consideration.**

**4.1. Consideration to be Paid by LIPA.**

**A. Consideration for the Initial Fifty Year Term.**

1. The consideration to be paid by LIPA for the first fifty (50) year term of the Utility Easement shall be thirty thousand dollars (\$30,000).

2. The consideration of thirty thousand dollars (\$30,000) shall be nonrefundable and shall be paid to the Village of Greenport upon the execution and delivery of this Easement Agreement.

**B. Consideration for the Renewal Terms.**

1.



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1. The consideration for each of the renewal terms shall be the then fair market value of the Utility Easement for each of the renewal term as determined by an independent, qualified third party appraiser with such appraiser to be mutually agreed to by the parties.

2. The consideration for the renewal term shall be nonrefundable and shall be paid to the Village on or prior to the date of the commencement of each renewal term of the Utility Easement Agreement.

**5. Default and Termination, Abandonment.**

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the nature of the breach or default of this Agreement. The breaching party shall have thirty (30) days from the receipt of this written notice in which to cure or utilize best efforts to commence to cure any such violation. If the violation cannot be reasonably cured within said thirty (30) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the violation, then the parties may agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured any such violation as specified in the written notice within the time provided by the notice or any extension to that time agreed to in writing by the non-breaching party, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be not less than fifteen days from the date of mailing of the Notice of Termination. The Notice of Termination shall be effective for all purposes when deposited in the United States Mail, by certified mail, return receipt requested and regular mail.

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C. If LIPA defaults under this Agreement, beyond any applicable notice, grace and/or cure period, upon LIPA's receipt of the Notice of Termination via U. S. Mail, the Village may initiate legal proceedings against LIPA to assume control and possession of the Easement Property Area.

D. Upon an abandonment of the Easement (an abandonment under this Easement Agreement being a discontinuance of the use of the equipment in the easement for a period of one hundred eighty (180) continual days, or of the project for which the easement is being used as provided in the Temporary Construction Access License Agreement), the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default as provided in this Section 5.0, and then serve a Notice of Termination, terminating the Agreement and the Easement subject to a tolling occasioned by any force majeure event, provided, however, no greater than one (1) calendar year.

E. A default or breach of the Temporary Construction Access License Agreement (Exhibit C) shall be a default or breach of this Utility Easement Agreement.

**6. Restoration and Permits.**

**6.1 Restoration.**

**A. Restoration of Surface Area.**

In addition to the Grantee's obligations under the Construction Access Agreement, in the event that after the completion of the required repaving, the surface of any portion of the Utility Easement Area is disturbed solely by the Grantee's exercise of any of its easement rights under this Agreement, then the Grantee shall restore such area to the condition in which it existed at the commencement of such activities within thirty (30) days of notification as provided herein subject to tolling occasioned by any force majeure related event by each

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calendar work day of each force majeure event not to exceed ninety (90) days inclusive of such force majeure event.

**B. Restoration on Expiration or Termination.**

On the occurrence of the expiration of this Utility Easement Agreement or in the event that the Utility Easement Agreement is terminated due to default, abandonment or agreement of the parties, prior to the expiration of its term, Grantee shall remove Grantee's electric lines and cables from the Utility Easement Area, except that the Grantee shall, after removing all Grantee cabling and equipment, abandon the conduit and manholes for use by the Grantor, and restore the Utility Easement Area to the condition in which it existed prior to the date of this Agreement except that the remaining Grantee equipment shall become the property of the Village of Greenport.

**6.2. Permits.**

LIPA shall be responsible to obtain and maintain any and all permits that are required for the work contemplated in this Agreement including but not limited to required permits from the United States Army Corps of Engineers, New York State Department of Environmental Conservation, Public Service Commission, Metropolitan Transportation Authority, and the Village of Greenport, it being understood that the Grantee's requirement with regards to the Village permits, if any and to the extent applicable, are necessitated as a result of the Village being outside of the Grantee's service territory.

**7. Temporary Construction Access License Agreement.**

A. The Village of Greenport and LIPA shall simultaneously entered into a Temporary Construction Access License Agreement, a copy of which is annexed as Exhibit C hereto, whereby the Village of Greenport grants access to LIPA to perform construction for the



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installation of a conduit and manhole system, the aforementioned distribution line, and other electrical equipment, on a temporary basis, for consideration, and subject to the terms and conditions of that Temporary Construction Access License Agreement.

B. The granting of this Utility Easement is subject to the compliance by LIPA and or its successors with the payment of the consideration and compliance with the other terms and conditions of the Temporary Construction Access License Agreement, and the Grantor and the Grantee agree that the failure by LIPA to pay the consideration due under the Construction Access Agreement or to fully comply with the material terms and conditions of the Temporary Construction Access License Agreement shall be a material breach of the terms and conditions of this Utility Easement Agreement whereby the Village of Greenport, on thirty days prior written notice, beyond any grace and/or cure period, may terminate this Utility Easement Agreement.

**8. Abandonment of Project or Easement by LIPA.**

Abandonment of the Easement for purposes of this Agreement shall be either an abandonment of the Project as defined in the Temporary Construction Access Agreement or as defined in 5.0(D) above, then the Village of Greenport may serve a Notice of Abandonment and Notice of Termination as provided in Section 5.0 above.

**9. Insurance.**

9.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, to remain in effect for the entire term and renewal terms of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York covering all operations during the Temporary Construction Access License Agreement and Utility Easement

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Agreement or any other time that the Grantee or LIPA shall access the Utility Easement Area to repair, maintain or replace equipment as provided herein. All insurance provided herein shall name the Village of Greenport as additional insured and the Grantee shall provide the Village with the endorsement page of the insurance policy indicating compliance with the required coverage to the Village at the time of the execution of this Agreement, of not less than the following types and amounts:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Grantee and its Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Grantee and its Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than:

Bodily injury each occurrence: \$1,000,000 Per Annum Aggregate \$ 5,000,000

Liability property each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

General Liability Insurance each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any of its contractors or subcontractors for any losses which may be due to vandalism, theft or malicious mischief occasioned by such party.

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E. LIPA shall be permitted to self-insure its obligations hereunder.

**9.2 Term of Liability Insurance.**

The liability insurance specified by 9.1 above shall remain in effect during the term and renewal terms of the Utility Easement Agreement.

**9.3 Adjustments to Type and Amount of Coverage.**

The parties must by mutual agreement adjust the type and amount of insurance required due to market changes, and the amount of the insurance coverage provided shall be adjusted, in writing, on not less than each applicable ten (10) year anniversary of date of the execution of this Utility Easement Agreement to reflect changes in the consumer price index.

**10. General Provisions.**

**10.1 Covenants Running with the Land.**

The parties to this Agreement acknowledge and agree that the easement and other rights conferred by this Utility Easement Agreement are intended to, and shall, run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

**10.2 Assignment.**

Except to an affiliate, subsidiary, Agent, as such term is defined in the OSA, successor or heir, the Grantor and the Grantee specifically agree, that this Agreement and the Grantee's rights hereunder are not assignable by the Grantee without the prior written consent of the Grantor, which consent may not be unreasonably withheld, conditioned nor delayed by Grantor. In the event of an assignment by the Grantee which is consented to by the Grantor, unless specifically released by the Grantor the Grantee shall remain liable and responsible for any and all of the Grantee's obligations to Grantor created by this Agreement and the Grantor's



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remedies at law or in equity as against the Grantee or the Grantee's successors and assigns shall not be limited by the assignment or this Agreement.

**10.3 Effective Date.**

This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

**10.4 Authorized Representative.**

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Easement Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

**10.5 Notices.**

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (certified mail, return receipt requested and regular mail), at their addresses as set forth below, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk  
236 Third Street  
Greenport New York 11944

Notice to LIPA:

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Long Island Electric Utility Servco, LLC  
As agent and acting on behalf of  
Long Island Lighting Company d/b/a LIPA  
333 Earle Ovington Blvd.  
Uniondale, NY 115523  
Attn: Associate General Property Counsel  
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA  
333 Earle Ovington Blvd., Suite 403  
Uniondale, NY 115523  
Attn: General Counsel  
Tel: 516-719-9847

The parties acknowledge and agree that if either party shall change its address for receiving notices, then such party shall notify the other party in writing of such change in address within thirty (30) days of the change in address of that party.

**10.6 Attorney's Fees.**

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

**10.7 Further Cooperation.**

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary to further the expressed and intent purpose of this agreement.

**10.8 Indemnification and Hold Harmless.**

A. LIPA and its successors and assigns, shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment

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or property that is caused by or results from LIPA's exercise of the Easement or use of the

Easement Area under this Agreement, the Project, or the actions, failure to act, omissions,

design, or work of LIPA or its contractors and subcontractors and from any claims, damages,

actions or causes of action from environmental damages or contamination to the extent caused

or contributed by Grantee, its successors and or assigns, and their contractors and or

subcontractors, for the term and any renewal terms of this Agreement.

B. LIPA and its successors and or assigns shall indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's exercise of the Easement or use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

Notwithstanding anything to the contrary contained herein, LIPA's indemnity obligations hereunder shall not apply to any liabilities, losses or damages occasioned by the Village's and/or third party's acts, omission, negligence and/or misconduct.

**10. 9 Non-precedent.** The parties hereto acknowledge and agree that the terms and conditions contained herein have been and are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory.



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and that as such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions.

**10.10 Taxes.**

**A. Property Taxes.**

Grantee shall be responsible to pay any property taxes or other assessments attributable to or assessed upon the Utility Easement Area and the Grantee's equipment in the Utility Easement Area.

**B. Transfer and other Taxes.**

The Grantee shall be responsible for the payment of any and all transfer taxes or similar assessments including but not limited to the New York State real property transfer tax, the Peconic Bay Region tax and any other taxes that may arise from or be assessed from this transaction.

**10.11 No Ownership Interest.**

LIPA, for itself and for its successors and or assigns, does hereby state and warrant that LIPA does not and will not maintain any ownership of the Utility Easement Area and that in the event that it is deemed that an ownership interest may have been created or conveyed to LIPA by this Utility Easement, then on the request of the Village, LIPA shall execute such documents as may reasonably requested by the Village to transfer any ownership interest that may have been created in LIPA back to the Village.

**10.12 Amendment.**

The Utility Easement Agreement may not be modified, changed, altered, amended or otherwise revised except by way of a duly executed written amendment duly approved and executed by both Grantor and Grantee.

**10.13 Failure to Act not a Waiver.**

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The failure by the Grantor to declare a default by the Grantee where the Grantee is in default or breach of any provision of this Agreement shall not be a waiver of that default by the Grantor or of any of the Grantor's rights hereunder. The waiver by either the Grantor or the Grantee, or both, of any of its rights with respect to a default or any other matter arising under this Easement Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

**10.14 Recording Easement Agreement.**

Upon the execution of this Utility Easement Agreement, the Grantee shall cause the Utility Easement Agreement to be recorded at the office of the Suffolk County Clerk at the Grantee's expense. Grantee shall provide the Grantor with a certified copy of the recorded Utility Easement Agreement within thirty (30) days of the date of the execution of this Agreement and in no event prior to the use of the Utility Easement area by the Grantee.

**10.15 Applicable Law and Venue.**

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

**10.16 Injunctive Relief.**

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

**10.17 Severability.**

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If any provision of this Easement Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

**10.18 Attorney Fees.**

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

**IN WITNESS WHEREOF**, the Village of Greenport and Long Island Lighting Copy have hereunto set their hand and seal the day and year just above written.

**GRANTEE:**

LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA")

By: \_\_\_\_\_  
Name:  
Title:

**GRANTOR:**

VILLAGE OF GREENPORT

By: \_\_\_\_\_  
Name:  
Title:



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**Exhibit A**  
**“VILLAGE PROPERTY”**

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**Exhibit B**  
**"Utility Easement Area"**

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**Exhibit C**  
**Temporary Construction Access License Agreement**



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STATE OF            )  
                                  ss.:  
COUNTY OF        )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2017, 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 described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF            )  
                                  ss.:  
COUNTY OF        )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2017, 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 described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

DRAFT

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

This Temporary Construction Access License Agreement (the “Agreement”) is made this \_\_\_ day of April 2017, and entered into by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944 (the “Village”), and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC (“Servco”) as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA (“LIPA”) with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553.

### **RECITALS**

WHEREAS the Village is the owner of certain real property located in the Village of Greenport, Suffolk County, New York, 11944, County of Suffolk and State of New York, being more particularly described as “Fifth Street” (the “Village Property”), Village of Greenport, as indicated on the survey attached as Exhibit A hereto and made a part hereof; and

WHEREAS the Long Island Power Authority (“LIPA”) is responsible for providing reliable electric service to its service territory in the unincorporated portion of the Town of Southold that is outside of the service territory of the Village of Greenport, and on Shelter Island; and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time (“A&R OSA”), between LIPA and PSEG Long Island LLC (“PSEGLI”) through its operating subsidiary, Servco, have assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA (“T&D System”) as of January 1, 2014. Among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate. Accordingly, Servco will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including any attached Schedules and Exhibits, as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all undisputed sums due and



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owing Village, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Village for sums due under or related to this Agreement. PSEGLI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS LIPA has determined that there is a necessary and valid public purpose to construct an electric distribution line from the LIPA Southold substation that is located just west of the Village of Greenport, along Front Street to Fifth Street in the Village of Greenport, then under Fifth Street to Greenport Harbor, then under Greenport Harbor to Town of Shelter Island, connecting the LIPA service territory located in the unincorporated portion of the Town of Southold to the LIPA service territory on the Town of Shelter Island; and

WHEREAS LIPA has determined that the most efficient way to make the connection of a distribution line is to construct and then operate the distribution line through the Village Property, specifically Fifth Street, in the Village of Greenport; and

WHEREAS the Village and SERVCO as an agent of LIPA and for itself, and their representatives, have discussed the mutual goals and benefits that could be achieved by a cooperative Temporary Construction Access License Agreement and desire to enter into this Agreement to establish and reflect their mutual benefits, consideration, and obligations, which the parties agree are set forth herein; and

WHEREAS the Village and SERVCO as an agent and acting on behalf of LIPA simultaneous with the execution of this Agreement, are executing a Utility Easement Agreement (the “Easement”), a copy of which is annexed as Exhibit B hereto and made a part hereof, for the purpose of providing LIPA with a nonexclusive underground utility easement under Village Property (Fifth Street) for the maintenance, operation and repair of the distribution cable that will be constructed pursuant to this Agreement; and

WHEREAS the Village and LIPA have agreed that LIPA, for good and valuable consideration, in the amount stated and as otherwise provided in this Agreement, and the



sufficiency of which is acknowledged, may have a temporary license to access an area described in Exhibit(s) C1 and C2 hereto, for purposes of providing temporary access to the Utility Easement Area, as that area is defined and designated in the Utility Easement Agreement, for staging, performing and completing the construction that is the subject of this Agreement, which together with the required restoration work and repaving of Fifth Street, and other required work is hereinafter referred to as the “Licensed Work”; and

WHEREAS LIPA as lead agency prepared a Full Environmental Assessment Form (“EAF”), Part 1, Part 2, and Part 3 for the project, pursuant to and in compliance with the SEQRA regulations in 6 NYCRR 617.6; and

WHEREAS the Village of Greenport as an involved agency has reviewed the Full Environmental Assessment Form (“EAF”) Parts 1, 2, and 3, and has rendered certain comments regarding the EAF to LIPA as lead agency; and

WHEREAS the Village of Greenport and LIPA have agreed that LIPA will review and respond to the Village’s comments, as an involved agency, with regard to LIPA’s Full EAF; and

WHEREAS the Village and LIPA have agreed that the rights of the parties under the Utility Easement Agreement shall be conditioned on each party’s compliance with the material terms and conditions of this Agreement; and

WHEREAS LIPA has agreed to take certain actions and measures to address and protect the interests of the owners of the properties that are adjacent to the Project Work, as set forth in detail herein, and also as summarized in Section 7.20 Protection for the properties immediately adjoining the Project Work on Fifth Street of this Agreement;

IT IS THEREFORE covenanted and agreed by the Village and LIPA as follows:

**1. Grant of Temporary Construction Access License**

**1.1 Temporary Construction Access**

The Village, for itself and for its successors and assigns, hereby grants to LIPA a temporary, non-exclusive license (the "License") over, under, in, across and upon the property described on the attached and incorporated survey (Exhibit A) (the "License Property") for the limited purpose of constructing and completing the Licensed Work and for use as a construction staging area, as and in the areas indicated on the attached and incorporated survey (Exhibit A), reasonably required for the Licensed Work.

1.2 Limited Access Prior to Commencement of the Agreement

Prior to commencement of the License, upon the prior notice to and approval by the Village of Greenport, LIPA shall have limited temporary access to the License Property during normal business hours, for the limited purpose of conducting all studies, tests, examinations and surveys necessary to design and construct the Licensed Work. LIPA shall perform any of the work performed under this paragraph 1.2 in a safe and workmanlike manner, without substantial disruption of any properties adjoining the License Property, and subject to the other provisions of this Agreement with regard to damage, repair and indemnification.

2. Term of the License.

2.1 Term of the Temporary Construction Access License.

Subject to Section 7.11, the term of the Temporary Construction Access License shall commence on September 12, 2017 and end on May 15, 2018, or such earlier time that (1) the Licensed Work or project that is the subject of this License Agreement is abandoned by LIPA (abandonment being where the Licensed Work is discontinued by LIPA and or its contractors or subcontractors for thirty (30) consecutive business days); or (2) the License is terminated by action of the parties or by operation of this Agreement or the Utility Easement Agreement; or (3) completion of the Licensed Work, exclusive of any time required to perform and complete restoration and resurfacing more fully described herein; or (4) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement. LIPA shall continue to be bound by the applicable terms and provisions of this Agreement on its termination.

2.2 Reservation by Village/Non-Exclusive Use.



Provided that such contemplated Village use does not constitute any additional significant and immediate risk, interference and/or disruption to LIPA's use, all right, title, interest, occupancy and use in and to any area of the License Property which may be used and enjoyed without interfering with the License conveyed by this Agreement are reserved to the Village, provided, however, that the Village shall not interfere, disrupt or additionally significantly increase LIPA's immediate risk in performing its activities contemplated hereunder, including the Village's construction, installation or maintenance of any buildings or other improvements (not including normal paving) which may interfere with construction access, or develop, landscape, or beautify any license area in any way which would materially or substantially increase the costs to LIPA of installing the Improvements or restoring any of the License Property after such installation.

**3. Consideration**

The financial consideration to be paid by LIPA to the Village, and the work to be done by LIPA, as consideration for the License granted to LIPA under this Agreement is as follows:

**3.1 Access Fee**

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum upon the full execution and delivery of this License Agreement; and the Utility Easement Agreement by the Village to LIPA. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for the License contemplated in this Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees (the "Resolution"), to be adopted simultaneously with the execution of this Agreement, that the account be established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement. A copy of the Resolution is attached hereto as Exhibit "D", and made a part hereof.

C. The fee monies shall be retained in the segregated account until LIPA obtains any and all



necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination,, upon which the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. LIPA shall apply for an diligently pursue all necessary permits and approvals. In the event that LIPA, after a due diligent attempt is unable to obtain any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall retain and disburse from the established account to the Village of Greenport general fund, not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated hereunder and in the Easement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village.

### 3.2 Fifth St. Resurfacing

A. LIPA shall, upon the conclusion of the Licensed Work, but no later than November 12, 2018, at LIPA's sole expense, resurface in its full width, from curb to curb, Fifth Street, from State Route 25 to its terminus at the "Fifth Street Beach", including but not limited to all areas in Exhibit A.

B. The specifications of the resurfacing are subject to Village review and approval and must, at a minimum, consist of milling existing pavement and overlay of at least two (2) inches of asphalt, and shall be consistent with the specifications of other Village agreements for similar work that are in force and specifications that are in effect within one (1) year of at the execution of this Agreement

C. Resurfacing shall not commence until the ground of Fifth Street has adequately settled following completion of construction.

D. Except for any temporary patch or temporary repair, once commenced resurfacing

shall continue until completed, provided, however, there shall be no resurfacing work done during the calendar months of July and August without prior written approval from the Mayor and Village Board of Trustees. The surface of Fifth Street shall remain in a drivable condition at all times during the Project, except for any limited area that is temporarily directly in the area of the Project Work.

E. The LIPA plans for resurfacing including but not limited to the specifications of the resurfacing work shall be provided to the Village on or before March 31, 2018.

F. LIPA shall require its road resurfacing contractors and/or subcontractors to obtain and provide the Village with a two year performance and maintenance bond ensuring the quality, proper completion, and maintenance, of the resurfacing work which shall be in the amount of the total contract amount of the resurfacing work, shall run for a term of two years from the date, as mutually agreed by Servco and the Village, of the completion of the resurfacing work, which performance and maintenance bond shall be in favor of the Village of Greenport and name the Village as a bonded beneficiary of the performance and maintenance bond; provided, however, such performance and maintenance bond shall not cover acts, omission or damaged occasioned by the Village or third parties.

### 3.3 Overhead and Underground Circuit Reinforcement

In performance of LIPA's previously scheduled reliability upgrades to the T&D System, LIPA shall, at LIPA's sole expense, reinforce and rearrange an existing overhead and underground circuit ("Overhead Circuit Reinforcement") from LIPA's Southold substation terminating at the metering point near Silvermere Road., reconfiguring a circuit which shall be equal to the capacity of the existing LIPA supply cable to the Village and be located underground from the Southold substation to a point east of Chapel Lane, then continue overhead to the metering point, such supply circuit to ultimately improve electric power reliability to the Village's residents and to LIPA's customers. The new circuit shall include remote switching to enable remote transfer from the normal supply circuit to the other.

### 3.4 Village Liaison

A. The Village shall appoint and LIPA shall recognize a dedicated liaison to interface with LIPA's project manager for the purposes of addressing concerns from residents or property owners regarding compliance with any applicable terms and conditions contained



within this Agreement or other aspects of the Licensed Work set forth under this Agreement which shall be reasonably addressed by LIPA's project manager in a timely manner.

B. LIPA shall provide a dedicated telephone number and email address for the project manager for communications from the Village Liaison. The LIPA project manager shall respond to the Village Liaison communications as soon as practicable but not later than the close of the next business day after receiving any such request from the Village Liaison. LIPA shall also provide a phone contact number for communications from the Village Liaison or the Village Government during nonbusiness hours for a live contact and respond on a as needed basis accordingly. A log shall be kept by the Village and made available to the LIPA and the public of any email and telephone communications between the Village Liaison and the LIPA project manager and any applicable response(s) including any actions taken by the party responsible for performance; provided, however, any confidential, proprietary and/or privileged information shall be redacted for such public disclosure accordingly.

### 3.5 Lead Agency Status

The Village agrees to LIPA being lead agency for the SEQRA review of the project contemplated hereunder, and LIPA agrees that the Village shall continue as an involved agency in the SEQRA review of the project.

## 4. Construction of Utility Improvements.

### 4.1 Costs/Lien-Free Construction.

LIPA shall bear and promptly pay without the imposition of any lien, public improvement lien or charge on or against all or any portion of the Village Property or any other village property, all costs and expenses of LIPA's construction and maintenance of the improvements, including but not limited to drilling, road opening, road closing and road paving, and the installation of the distribution line on Village Property, and the any other associated work. In the event that a lien or public improvement lien is filed as a result of LIPA's work, then the lien must be bonded, satisfied or removed by LIPA within thirty (30) days of the filing thereof.

### 4.2 Compliance With Laws and Permits

LIPA shall perform the Licensed Work in a safe and workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code and applicable industry standards, it being understood that LIPA is subject to Greenport



Village Code in this instance because the Village is outside LIPA's service territory, LIPA's exemption from the jurisdiction of local municipalities notwithstanding. LIPA shall be responsible to obtain and maintain any and all permits that are required and applicable to LIPA for the work contemplated in this Agreement and for the cost and continuation thereof, including but not limited to any permits required by the Metropolitan Transportation Authority, the United States Army Corps of Engineers, and the New York State Department of Environmental Conservation and Department of State, if any and to the extent applicable.

4.3 Limited Disruption of Fifth Street and Fifth Street Beach

A. Provided that such contemplated Village use does not constitute any substantial nor immediate risk, interference and/or disruption to LIPA's use, and except as provided herein, Fifth Street and the Fifth Street Beach shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder. The Fifth Street park, including the "cable crossing" house, Osprey nest, Dock, "filleting table" and playground equipment will be materially unaffected by the License Work. Within a commercially reasonable timeframe, LIPA shall leave such respective properties in substantially similar condition as they were in before the Project Work commencement, reasonable wear and tear not caused by the Licensed Work, damage from the elements excepted, and shall indemnify the Village for any damages to Village areas attributable to and caused solely by LIPA per the applicable indemnity provision(s) under this Agreement.

B. With prior notification from LIPA's project manager to applicable impacted residents, the License Work shall provide for and allow access by Fifth Street residents to their driveways and properties at all reasonably safe, and risk-free times, and will provide for and allow access to Fifth Street and the Fifth Street Beach by essential and emergency service vehicles. Residents/property owners or properties adjoining the Project Work on Fifth Street will be notified by LIPA, of any anticipated planned and material impacts affecting the applicable Project Work area(s) not less than forty-eight (48) hours prior to such anticipated planned and material impacts by personally delivered notification, or email notification to such applicable property owners/residents attention; provided, however, that the respective mailing addresses and email addresses of the respective residents/property owners or properties adjoining the Project Work of Fifth Street shall be provided to LIPA prior to Project Work commencement.

C. LIPA shall plan with the providers of emergency services, including but not limited to the Greenport Fire Department, the Village of Greenport, and the Southold Town Police so that all the emergency service providers, including but not limited to fire, ambulance, and police, shall have access to all homes, businesses and other buildings on Fifth Street and Front Street at all times during the Project Work.

#### 4.4 Restoration.

LIPA shall be obligated upon the expiration or termination of this Agreement, or on the abandonment of the Project, to restore the areas affected by the License and Licensed Work, as required by this Agreement, and any other areas of private or public property that are disturbed by LIPA's exercise of any of its license rights under this Agreement, to the condition in which those areas existed prior to the commencement of the Licensed Work, reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental conditions solely caused by LIPA. , subject to inspection by the Village, without any exception or set-off. Any installed conduit and manholes shall remain after the removal of any LIPA cables or other equipment by LIPA.

### 5. Insurance

5.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, for the term of this Agreement, insurance for damages, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York, covering all operations during the term of the Temporary Construction Access License Agreement. All insurance provided herein shall name the Village of Greenport as additional insured and LIPA shall provide the endorsement page of the insurance policy indicating compliance with the required coverage of the Village of not less than the following types and amounts prior to the commencement of any Work under this Agreement:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Village, LIPA, LIPA and their Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of



New York covering the Village, LIPA, and LIPA and their Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than: Bodily injury each occurrence: \$ 2,500,000 Per Annum Aggregate \$ 10,000,000 Liability property each occurrence: \$ 10,000,000 Per Annum Aggregate \$ 20,000,000 General Liability Insurance each occurrence: \$10,000,000 Aggregate \$20,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any Contractor or Subcontractor for any losses which may be due to vandalism, theft or malicious mischief. LIPA shall be permitted to self-insure its insurance obligations hereunder.

**6. Responsibilities of LIPA**

6.1 LIPA agrees to design and construct, at its sole expense, the construction and staging area(s) as more fully depicted on Exhibit(s) C1 and C2 attached hereto and made a part hereof. The construction and restoration of the Construction Staging Area shall be secure at all times, as deemed commercially reasonable and necessary by LIPA, with secure chain link fencing as appropriate and respectful of the neighborhood.

6.2 LIPA shall maintain the Construction and Construction Staging Area in good condition at all times, keeping them free of trash and other debris, and in a neat and orderly condition. LIPA shall maintain all areas that are not part of this Agreement as free from any construction debris or trash.

6.3 LIPA shall provide proper signage in the area of the License Work so as to maintain public safety and minimize public or property owner inconvenience to the fullest extent possible.

6.4 LIPA shall provide the Village with a telephone number and email address for reporting damage to Village infrastructure in accordance with Section 3.4(B) herein. With regards to critical Village infrastructure, including without limitation water and sewer lines, LIPA shall respond immediately to (but in all cases not more than three (3) business days from the date of



email notification to LIPA, for all infrastructure damage, to repair any damage caused by LIPA or LIPA's contractors. LIPA shall perform all work in a good workman like and timely manner. In the event of damage to Village water or sewer infrastructure solely caused by LIPA or LIPA's contractors, in the event that LIPA does not respond on an immediate basis, the Village of Greenport may initiate repairs and LIPA shall be responsible to the Village for the Village's actual, documented, commercially reasonable and necessary costs for the repair. Notwithstanding anything to the contrary contained herein, LIPA's obligations hereunder shall not apply to any liabilities, losses or damages to the extent attributable to Village's acts, omission, negligence and/or misconduct.

6.5 Prior to Project Work commencement, LIPA shall provide email notification to the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, to devise a plan to minimize public inconvenience and any adverse impacts of Village or essential services, including but not limited to any road closure schedule; provided, however, that the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, shall submit their respective email addresses to LIPA's project manager prior to Project Work commencement.

6.6 LIPA shall require all contractors and subcontractors to have the same insurance requirements as the insurance requirements imposed on LIPA herein.

6.7 LIPA shall substantially complete the re-paving and restoration as soon as LIPA has completed the License Work, but not later than November 15, 2018, subject to no Village delay, third party delay and/or Force Majeure. Additionally, in the event that LIPA shall fail to substantially complete the re-paving and restoration after November 15, 2018, LIPA shall be liable to the Village of Greenport for a penalty of ten thousand dollars (\$10,000) per business work day for each business work day that LIPA shall have been deemed to have failed to substantially complete the re-paving and restoration after November 15, 2018.

6.8 LIPA and its contractors and subcontractors shall work and perform the Licensed Work and the construction covered thereby, during the hours of from 7 a.m. until 6 p.m.. Monday through Saturday only. Except for three (3) separate incidents of subsurface drilling and related conduit installations to occur Monday through and including Saturday only but in no case later than midnight, the work hours of 7 a.m. through 6 p.m. shall be inclusive of all work including

preparation, set-up and clean-up and there shall be no site work outside of those hours as detailed in this paragraph. There shall be no construction or Licensed Work, including but not limited to drilling, on Sundays or any New York State designated holiday.

6.9 LIPA and the Village acknowledge and agree that the Village of Greenport has provided comments to LIPA regarding certain concerns of the Village with respect to the information provided by LIPA on the Full EAF Parts 1., 2., and 3 and LIPA shall evaluate such comments and provide any responses as part of the SEQRA process.

6.10 LIPA shall provide secure work areas and shall take reasonable actions to secure LIPA's work and construction sites in the Village.

**7. General Provisions.**

**7.1 Effective Date.**

This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

**7.2 Authorized Representative.**

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

**7.3 Notices.**

Any notice permitted or required by this Agreement shall, unless otherwise provided herein, be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk



236 Third Street  
Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility Servco, LLC  
As agent and acting on behalf of  
Long Island Lighting Company d/b/a LIPA  
333 Earle Ovington Blvd.  
Uniondale, NY 115523  
Attn: Associate General Property Counsel  
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA  
333 Earle Ovington Blvd., Suite 403  
Uniondale, NY 115523  
Attn: General Counsel  
Tel: 516-719-9847

7.4 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

7.5 Design, Construction and As Built Plans.

Not less than sixty days prior to the commencement of construction and subsequent construction and repairs in the Utility Easement Area, LIPA shall provide the Village with pre-construction design and construction plans certified as compliant with all relevant and applicable codes and statutes. Upon the completion of the construction in the Utility Easement area, and



otherwise on request, LIPA shall provide the Village with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area. LIPA shall also provide the Village with CAD file drawings or plans of the location of the Village of Greenport utilities in the areas of Front Street and Fifth Street, which shall become the property of the Village, to the extent such intellectual rights are transferrable, and shall be retained by the Village in the event of a refund of a portion of the access fee pursuant to Section 3.1(D) herein.

7.6 Abandonment of Project.

Subject to 7.11, LIPA shall have abandoned the Project when the Licensed Work is discontinued in its entirety by LIPA and or its contractors or subcontractors for thirty (30) consecutive days.

7.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this agreement.

7.8 Indemnification and Hold Harmless

A. LIPA and its successors and assigns, and contractors and subcontractors shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment or property that is caused by or results from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors.

B. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's use of the License Area under this Agreement, including

properties that immediately adjoin the Project Work on Fifth Street, the performance of the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project. Notwithstanding anything to the contrary contained in this Agreement, LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or third party acts, omission, negligence and/or misconduct

7.9 Liquidated Damages

Subject to Village delay, no third party delay and/or Force Majeure, in the event that LIPA fails to substantially complete the work contemplated herein by May 15, 2018, (exclusive of any restoration and repaving) including, the removal of all equipment and materials required herein, then commencing May 16, 2018, LIPA shall pay the Village liquidated damages in the amount of ten thousand dollars (\$10,000) per day for each applicable business work day (Monday through and including Saturday) commencing May 16, 2018 until the date that work under the provisions of this Agreement has been substantially completed and all equipment and materials belonging to LIPA and or LIPA's contractors and sub-contractors has been removed from the Village Property Fifth Street. The Village and LIPA agree that the liquidated damages amount provided for herein is a fair and reasonable amount due to potential for significant harm to the Village and its residents and the fact that the amount of damages may be uncertain.

7.10 Force Majeure

In the event that the work contemplated herein is delayed by any event, act or occurrence that is out of control of LIPA and/or its contractors or subcontractors, the time deadlines for performance or completion shall be extended for up to and adjusted accordingly.

7.11 Unforeseen Delays, Disruption of Work.

Subject to section 7.11, In the event that there is a delay or disruption of the Licensed Work occasioned by an Act of God, hurricane or superstorms, tornadoes, earthquakes, extraordinarily high tides, violent winds, floods or other natural disasters lasting more than one hundred eighty (180) continuous days, either party, may terminate the Agreement and Access Fee shall be refunded by the Village to LIPA, on a pro-rata basis, accordingly.

7.12 Merger



All agreements and understandings between the parties covering the subject matter of this Agreement are contained in this Agreement and the parties do not have any agreement or understanding that is not reflected in the language herein.

7.13 Modification

The terms and conditions of this Agreement may only be amended or modified by a written document that is executed by all parties.

7.14 Default and Termination, Violation, Abandonment

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the specific default or failure to fulfill the obligations of this Agreement. The breaching party shall have ten (10) days from the receipt of the notice to commence to cure the default or failure. If curing such default or failure cannot be reasonably commenced within said ten (10) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the default or failure, then the parties may mutually agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured the default or failure as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be thirty (30) days from the date of mailing the Notice of Termination. The Notice of Termination shall be effective for all purposes when received via United States Mail, by certified mail, return receipt requested and regular mail.

C. Upon an abandonment of the Construction Work or Project, the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default, and then serve a Notice of Termination, terminating the Agreement.

D. (1). In the event that the Village alleges that LIPA has violated the limits of the times or days during which the Licensed Work is permitted, or the requirement of this Agreement that LIPA shall comply with any portions of the Greenport Village Code applicable to LIPA, and the requirement that LIPA comply with other applicable Federal, State and local laws and regulations, beyond any applicable notice, grace and/or cure period, then the Village, in its sole discretion, shall, without waiver or forfeiture of, or prejudice to, to issue a five (5) day written notice of violation to LIPA, specifying the date and nature of the alleged violation.



(2). If the alleged violation stated in the five (5) business day written notice of violation is not commenced to be cured within the specified five (5) days then beginning on the fifth day that the violation shall have existed, LIPA shall be liable to the Village of Greenport for any actual, documented damages and out of pocket costs incurred by the Village.

(3). This provision is not exclusive of the provisions on default in 7.15 (A), (B) and (C) stated above, and if a violation is not commenced to be cured by LIPA after the service of a notice of violation the election by the Village to serve a notice of violation shall not be exclusive or preclude the service of a notice of default and then termination pursuant to the provisions of this Agreement in Paragraph 7.15(A), (B) and (C) herein.

7.15 Failure to Act/Waiver

The failure by the Village to declare a default by LIPA where LIPA is in default or breach of any provision of this Agreement shall not be a waiver of that default by LIPA or of any of LIPA's rights hereunder. The waiver by either the Village or LIPA, or both, of any of its rights with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

7.16 Termination

This Agreement along with its rights and privileges, shall terminate when the purpose of this Agreement, as described in this Agreement, ceases to exist, is abandoned by LIPA as provided in this Agreement, becomes impossible of performance, or upon action by the Village in terminating this Agreement.

7.17 Property or Transfer Taxes or Assessments.

LIPA shall be responsible to pay any property or transfer taxes or assessments attributable to or assessed upon this agreement or transaction, or upon the License Area, the Utility Easement Area as defined in the Utility Easement Agreement or LIPA's equipment in the Utility Easement Area.

7.18 No Representations by Village

LIPA acknowledges that the Village has not made and does not make any representations with respect to the Village Property or its condition and that LIPA is not relying on any representations of the Village or the Village's agents with respect to the condition of the Property. This License grants LIPA the privilege and permission to occupy or use the Property depicted in

Exhibit A in its present condition “as is” without any warranties and subject to the conditions set forth herein.

7.19 Protection for the properties adjoining the Project Work on Fifth Street

The parties acknowledge that LIPA has agreed by this Agreement to take certain actions to protect the interests and the properties of the owners of the properties that are adjacent to the Project Work on Fifth Street, including but not limited to the Village Liaison provided in Section 3.4, the limited disruption of Fifth Street and Fifth Street Beach, the obligation for restoration of private or public property provided in Section 4.4 Restoration and the indemnification and hold harmless provisions of Section 7.8.,

7.20 Applicable Law and Venue

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

7.21 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

7.22 Severability

If any provision of this Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

7.23. Non-precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA’s service territory. As such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions unrelated to the transactions contemplated hereunder.

IN WITNESS of this, the undersigned have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and have hereunto affixed their seals the day and year just above written.

Village of Greenport:

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

LONG ISLAND ELECTRIC UTILITY SERVCO,  
LLC ("LIPA") as agent of and acting on behalf of  
LONG ISLAND LIGHTING COMPANY d/b/a  
LIPA ("LIPA")

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

DRAFT



**Exhibit A**

DRAFT

DRAFT

**Exhibit B**

DRAFT

Exhibit C

DRAFT



DRAFT

**Exhibit D**

DRAFT

DRAFT

STATE OF NEW YORK )

)SS:

COUNTY OF SUFFOLK )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2017, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC:

DRAFT

STATE OF NEW YORK )

)SS:

COUNTY OF SUFFOLK )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2017, 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 executed the same in his capacity, and that by his signature on  
the instrument, the individual, or the person upon behalf of which the individual acted, executed  
the instrument.

---

NOTARY PUBLIC:





BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION ESTABLISHING A SEGREGATED  
RESERVE ACCOUNT FOR DEPOSIT OF ACCESS FEE FOR  
TEMPORARY LICENSE CONSTRUCTION ACCESS AGREEMENT  
WITH LIPA

WHEREAS the Board of Trustees of the Village of Greenport and the Long Island Electric Utility Servco, LLC ("Servco") as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553 (jointly the "Parties"), have entered a Temporary Construction Access License Agreement, dated April \_\_, 2017, (the "Agreement"), and

WHEREAS Section 3.1 of the Agreement provides that the Access Fee in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) to be paid pursuant to the Agreement, and as provided in Section 3.1 of that Agreement; and

WHEREAS pursuant to that Section 3.1 the Board of Trustees of the Village of Greenport is to establish a segregated account to be indicated as a trust and agency account of the Village of Greenport, where the deposit of the Access Fee is to be made and to be held for the sole purpose of fulfilling the agreement of the parties in accordance with the Agreement, and pursuant to that Section 3.1; it is therefore hereby

RESOLVED the Board of Trustees hereby authorizes the creation of a segregated account to be opened and maintained for the sole purpose of fulfilling the terms and conditions of the Agreement of the Parties as outlined in detail Section 3.1 of the Agreement, as further stated as follows as provided in the Agreement, only:

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum amount upon the full execution and delivery of original copies of this License Agreement and the Utility Easement Agreement. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for License the use and transactions contemplated in the Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees that the account is established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement.

C. The fee monies shall be retained and refundable in the segregated account until such time LIPA obtains any and all necessary permits, approvals and final SEQRA determination (collectively, the "Approvals") to commence the Licensed Work and enter into the Utility Access Agreement, upon full and unconditional receipt by LIPA of the Approvals, the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. In the event that LIPA, after a due diligent attempt is unable to obtain the Approvals, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall unconditionally and immediately disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall disburse from the established account to the Village of Greenport, an amount not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated in the License Agreement and the Utility Easement Agreement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village.

RESOLVED that the segregated account shall only be opened and maintained in accordance with this Resolution and Section 3.1 of the Agreement only and that on the authorization of the Village of Greenport to disburse the monies deposited to the Village of Greenport as provided in Section 3.1 of the Agreement, the Village Treasurer of the Village of Greenport is hereby authorized to transfer the Access Fee monies from the trust and agency account created herein to the Village of Greenport General Account without further action by the Board of Trustees.