



**August 24, 2017 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Priscilla B. Duff
- Ivy DeLutio
- Ginette M. Kumjian
- Lorraine Monsell-Capuano
- Marjorie K. Nugent
- Dr. Frank N. Palumbo

ANNOUNCEMENTS

- The Certified Local Government Workshop, hosted by our Historic Preservation Commission, will take place on August 26th in the Old Schoolhouse.
- The Village Hall Offices will be closed on September 4th in celebration of Labor Day.

PUBLIC HEARINGS (CONTINUED / OPEN)

- Proposed amendment to Section 9 and Section 18 (Multi-Family Dwelling) of Chapter 150 (Zoning) of the Village of Greenport Code
- Continued – Proposed amendment to Chapter 103 (Rental Regulations for Residential Properties) of the Village of Greenport Code.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 08-2017-1**

RESOLUTION adopting the August, 2017 agenda as printed.

RESOLUTION # 08-2017-2

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

RESOLUTION # 08-2017-3

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on August 17, 2017:

RESOLUTION approving the hiring of Richard Albanese as a part-time Park Maintenance Crew Leader for the Village of Greenport Mitchell Park and other park areas at a pay rate of \$ 19.00 per hour; effective August 5, 2017.

VILLAGE ADMINISTRATOR**RESOLUTION # 08-2017-4**

RESOLUTION ratifying the hiring of Anthony Lucia as a part-time, seasonal Park Attendant for the Village of Greenport Mitchell Park Marina, at a pay rate of \$10.00 per hour, effective August 9, 2017.

RESOLUTION # 08-2017-5

RESOLUTION ratifying the hiring of Aaron Gagliano as a part-time, seasonal Park Attendant for the Village of Greenport Mitchell Park Marina, at a pay rate of \$10.00 per hour, effective August 3, 2017.

RESOLUTION # 08-2017-6

RESOLUTION ratifying the hiring of Jalisa Dixon and Tierra Edwards as part-time, seasonal employees at the Village of Greenport Carousel, at a pay rate of \$10.00 per hour, effective August 19, 2017.

VILLAGE CLERK**RESOLUTION # 08-2017-7**

RESOLUTION approving the Public Assembly Permit Application submitted by Chris Hamilton for the use of a portion of the Fifth Street Beach Park from 8:00 a.m. through 8:00 p.m. on September 16, 2017 for the annual Jeremy Hamilton Scholarship Fundraiser. The rain date for this event will be September 17, 2017.

RESOLUTION # 08-2017-8

RESOLUTION approving the request of CAST to use the Old Schoolhouse from 6:30 p.m. through 9:30 p.m. on Tuesday nights, from September 19, 2017 through October 24, 2017 for a Computer Essentials (Beginner) Course.

RESOLUTION # 08-2017-9

RESOLUTION authorizing the solicitation of quotes for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed, and directing Clerk Pirillo to notice the Request For Quotes accordingly.

RESOLUTION # 08-2017-10

RESOLUTION authorizing the solicitation of quotes for a requirement contractor, with a unit price schedule for hourly, half-day and daily rates for one (1) worker, one (1) worker with a back hoe, two (2) workers, two (2) workers with a back hoe, including regular time and overtime, and directing Clerk Pirillo to notice the Request for Quotes accordingly.

RESOLUTION # 08-2017-11

RESOLUTION authorizing the solicitation of bids for the hauling of liquid sludge from the Village of Greenport Wastewater Treatment Plant, and directing Clerk Pirillo to notice the Request for Bids accordingly.

RESOLUTION # 08-2017-12

RESOLUTION ratifying the attached contract between the Village of Greenport and BuoyantSea for the provision of swim lessons at Fifth Street Beach at a cost of \$ 25 per hour beginning on July 15, 2017 and ending on September 30, 2017 and authorizing Mayor Hubbard to sign the attached contract.

RESOLUTION # 08-2017-13

RESOLUTION hiring Richard Albanese as a full-time Park Maintenance Crew Leader for the Village of Greenport Mitchell Park and other park areas, at a pay rate of \$ 19 per hour, effective August 30, 2017. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 08-2017-14

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2017 amending Chapter 105 (Sewers) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Section 105-40 to be an unlisted action, determining that the adoption of the local law will not have a negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 08-2017-15

RESOLUTION adopting Local Law # ____ of 2017, amending Village of Greenport Code Section 105-40 (Sewers), Article IX (Fees and Charges).

RESOLUTION # 08-2017-16

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2017 amending Chapter 65 (Fire Prevention and Building Construction) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 65 to be an unlisted action, determining that the adoption of the local law will not have a negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 08-2017-17

RESOLUTION adopting Local Law # ____ of 2017, amending Village of Greenport Code Chapter 65 (Fire Prevention and Building Construction), Article I (Standards).

RESOLUTION # 08-2017-18

RESOLUTION approving the Public Assembly Permit Application submitted by Jim Shaw for the use of a portion of Mitchell Park from 5:00 p.m. through 6:30 p.m. on September 7, 2017 for a celebration of unity.

VILLAGE ATTORNEY**RESOLUTION # 08-2017-19**

RESOLUTION directing Village Attorney Prokop not to perfect the pending appeal in the matter of the Village of Greenport v. NYS DEC and KACE LI LLC.

MAYOR**RESOLUTION # 08-2017-20**

RESOLUTION approving the attached retainer agreement; effective from May 23, 2017 through June 30, 2020; between the Village of Greenport and special labor counsel Lamb and Barnosky, per the engagement letter from Lamb and Barnosky dated August 18, 2017; and further authorizing Mayor Hubbard to sign the retainer agreement between the Village of Greenport and Lamb and Barnosky.

VOUCHER SUMMARY**RESOLUTION # 08-2017-21**

RESOLUTION approving all checks per the Voucher Summary Report dated August 17, 2017, in the total amount of \$ 3,893.11 consisting of:

- o All regular checks in the amount of \$ 3,893.11.

RESOLUTION # 08-2017-22

RESOLUTION approving all checks for Fiscal Year 2017/2018 per the Voucher Summary Report dated August 25, 2017, in the total amount of \$ 1,301,126.15 consisting of:

- o All regular checks in the amount of \$ 706,494.43, and
- o All prepaid checks (including wire transfers) in the amount of \$ 594,631.72.

CONTRACT

AGREEMENT, made this day of 2017 by and between the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944, (the "Village") and Christina Sun of BuoyantSea Swim, with an address of 615 East Gillette Drive, East Marion, NY, 11939 (the "Contractor") as follows:

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as agreed and in accordance with the attached daily schedule.
2. The consideration for this project is determined to be \$ 25 per hour, and reimbursement of supplies as deemed necessary and reasonable by the Village of Greenport, to be paid by the Village to Contractor in consideration of the Contractor satisfactorily performing this Contract, to be paid to Contractor upon Contractor's satisfactory completion of work and submission of required documentation.
3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.
4. The Contractor hereby guarantees all Contract Work including but not limited to all labor and materials, for a period of one year from the date of final payment.
5. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.
6. The 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.
7. The Contractor shall procure and maintain all required certifications and licenses necessary to perform the contracted work.
8. The Contractor shall procure and maintain insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:
 - a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract whether performed by the Contractor or by the Contractor's Subcontractors. This insurance may be

evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance: Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000
General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor'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 any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

9. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor's employees.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)
)ss:
COUNTY OF _____)

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

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF PARTNERSHIP

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be one of the members of the Firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deep of said Firm.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

)ss:

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

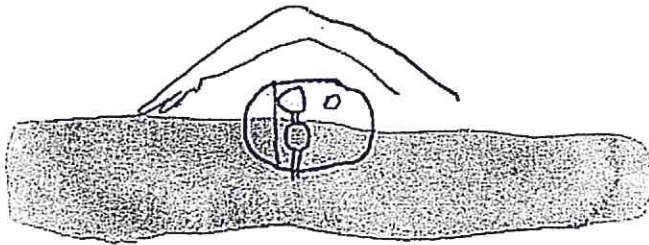
(SEAL)

Notary Public



BuoyantSea Swim Classes

Come learn to swim in our waters!
Improve your swim strokes and kicks!
Train for fitness or for a race!

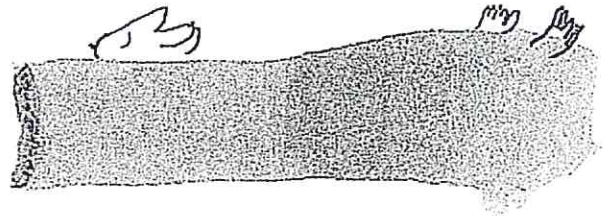


Monday, Wednesday, Friday

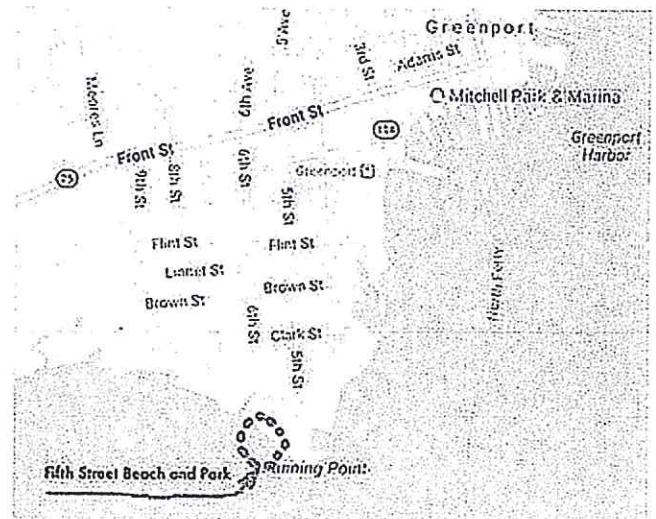
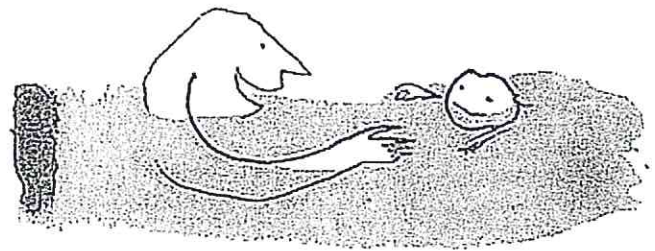
- 8:00 to 8:30am, children (ages 4-12)

Tuesday, Thursday

- 9:00am to 10:00am
Silver Fin Swim, adults 55+
\$5 per person
- 10:30am to 11:30am
adult, beginner swim, ages 13+
\$5 per person
- 12:00pm to 1:00pm
adult, intermediate swim, ages 13+
\$5 per person
- 4:15pm to 5:15pm
kids, ages 7 to 9
- 5:30pm to 6:30pm
kids, ages 10 to 12



Classes begin July 31, Monday
at Fifth Street Beach, Greenport.




For more information, please visit
BuoyantSea.com or call 631.333.2288

Brought to you by



Village of Greenport

thank you! 

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 105 (SEWERS), SECTION 40(B) OF
THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Section 40(B) of Chapter 105 of the Village of Greenport Code to set new sewer rates for the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Section 40(B) of Chapter 105 of the Village of Greenport Code to set new sewer rates for the Village of Greenport; with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Section 40(B) of Chapter 105 of the Village of Greenport Code to set new sewer rates for the Village of Greenport; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Section 40(B) of Chapter 105 of the Village of Greenport Code to set new sewer rates for 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 amendment of Section 40(B) of Chapter 105 of the Village of Greenport Code to set new sewer rates for 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 ore more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: August 17, 2017

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 65 (FIRE PREVENTION AND
BUILDING CONSTRUCTION) OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Article I of Chapter 65 of the Village of Greenport Code to clarify the language of the Article and to reflect the update of the Uniform Code by the adoption of the International Technical Codes and New York State Supplement; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Article I of Chapter 65 of the Village of Greenport Code to clarify the language of the Article and to reflect the update of the Uniform Code by the adoption of the International Technical Codes and New York State Supplement; 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 amendment of Article I of Chapter 65 of the Village of Greenport Code to clarify the language of the Article and to reflect the update of the Uniform Code by the adoption of the International Technical Codes and New York State Supplement; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Article I of Chapter 65 of the Village of Greenport Code to clarify the language of the Article and to reflect the update of the Uniform Code by the adoption of the International Technical Codes and New York State Supplement 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 amendment of Article I of Chapter 65 of the Village of Greenport Code to clarify the language of the Article and to reflect the update of the Uniform Code by the adoption of the International Technical Codes and New York State Supplement;

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: August 14, 2017

LAMB & BARNOSKY, LLP
ATTORNEYS AT LAW

EUGENE R. BARNOSKY
SHARON N. BERLIN*
ROBERT H. COHEN
LINDSAY TOWNSEND CROCKER
MICHELLE S. FELDMAN
MARCIA L. FINKELSTEIN
STEVEN GODSBERG
MICHAEL J. HELLER**
SCOTT M. KARSON
P.L. LAMB
JOEL M. MARKOWITZ
ALYSON MATHEWS
MICHAEL D. RANIERE
JEFFREY A. ZANKEL
RICHARD K. ZUCKERMAN

* ALSO ADMITTED IN CT
** ALSO ADMITTED IN NJ

534 BROADHOLLOW ROAD, SUITE 210
PO Box 9034
MELVILLE, NY 11747-9034
631.694.2300 • FAX: 631.694.2309
INTERNET: WWW.LAMBBARNOSKY.COM
EMAIL: ATTORNEY'S INITIALS @ LAMBBARNOSKY.COM

SERVICE BY E-MAIL, FAX OR OTHER FORMS OF
ELECTRONIC COMMUNICATION NOT ACCEPTED

COUNSEL
PATRICIA C. DELANEY
MARA N. HARVEY
DOUGLAS E. LIBBY
DIANE J. MOFFET
HON. MICHAEL F. MULLEN
RICHARD A. SHANE
RITA FISHMAN SHEENA

OF COUNSEL
GARY HOLMAN
THOMAS A. O'ROURKE

ASSOCIATES
GREGORY A. GILLEN**
MATTHEW J. MEHNERT
LAUREN SCHNITZER**
ALYSSA L. ZUCKERMAN

August 18, 2017

Mayor George Hubbard
Village of Greenport
Village Hall
236 Third Street
Greenport, N.Y. 11944

Dear Mayor Hubbard:

Thank you for your interest in continuing our retention as the Village's special labor counsel. This letter will confirm the scope and terms of our continuing representation and will ensure that we continue to have a clear understanding of these matters as we proceed into our new agreement.

1. Scope of Engagement

The scope of this representation will continue to include serving as the Village's special labor counsel effective May 23, 2017 through June 30, 2020. Our services will include the continuation of the current and one additional round of collective bargaining negotiations with the CSEA bargaining unit, including mediation, fact-finding and legislative determination hearings on behalf of the Village with representatives of the CSEA and drafting of the collective bargaining agreement with that unit. Services covered by the retainer also include attendance at Board meetings on a scheduled basis to discuss the contract, when necessary, and consultation on the administration of the collective bargaining agreement during its term. Excluded from the retainer will be administrative hearings, arbitrations and other litigation, personnel matters involving individual employees, personnel investigations and collective bargaining with any newly established units not listed above.

The scope of our engagement may change if the Village asks the Firm to provide different services and the Firm agrees in writing to provide them or the Firm proceeds to provide them and bills the Village for them. If the Firm's engagement changes, the terms set out in this letter will apply to the changed engagement, unless the Firm sends the Village a further letter modifying or superseding this one.

2. The Client's Duty to Cooperate

The Village understands and agrees that, in order for the Firm to effectively represent it, it is necessary for it to assist and cooperate with the Firm. The Village agrees to: (1) make itself available to discuss issues as they arise in this matter, and to make decisions regarding the matter when necessary; (2) attend and participate in meetings, conferences, preparation sessions, court and administrative proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to the Firm on a timely basis; and (4) pay the Firm's invoices on a timely basis as provided herein.

3. Responsibility and Team Members

We will continue to represent you by using lawyers who are best suited to handle issues as they arise. We will continue to do everything we can to staff your work efficiently so that the charges you incur are reasonable and consistent with your requirements. Alyson Mathews and I will continue to be the attorneys primarily responsible for handling the Village's matters.

4. Keeping You Informed

The Firm continues to be committed to keeping the Village informed about our work on any matters assigned to us. This includes continuing to let the Village know who is working on matters assigned to us, updating the Village on the progress of those matters, advising the Village of any potential problems or delays, and keeping the Village notified of costs. To this end, the Firm will continue to provide the Village with a report on the status of matters assigned to us as regularly as the Village requires. In the event that the Village needs to reach one of our attorneys and the person sought is unavailable, please leave a message describing the nature and urgency of the inquiry. It continues to be the Firm's policy to promptly respond to all inquiries.

5. Fees, Expenses and Billings

(a) Legal Fees

Our fees for services will continue to be based upon a variety of facts, including the time and labor involved; the difficulty of the questions and the skill required to perform those services properly; time limitations imposed either by the Village or by the circumstances; the nature and length of the professional relationship between us; and the experience of the lawyers assigned to do the work. The hourly billing rates for attorneys and paralegals in our Firm vary and are re-adjusted periodically.

Notwithstanding this fee schedule, we have agreed to a retainer arrangement as follows: \$25,000 covering the period May 23, 2017 through June 30, 2018, \$25,000 covering the period July 1, 2018 through June 30, 2019; and \$26,500 covering the period July 1, 2019 through June 30, 2020, payable in equal advance monthly installments.

If requested to represent the Village in matters outside of the scope of this retainer, we have agreed to cap our hourly rates at a special discounted rate of \$295 per hour for a partner's or counsel's time effective May 23, 2017; \$298 per hour effective September 1, 2017; \$301 per hour effective July 1, 2018, and \$304 per hour effective July 1, 2019. The rate for an associate attorney's time will be \$240 per hour effective May 23, 2017; \$243 per hour effective September 1, 2017; \$246 per hour effective July 1, 2018 and \$249 per hour effective July 1, 2019. The rate will continue to be \$150 per hour for recent law graduates, legal interns, summer associates and paralegal assistants. It is understood that our Firm regularly reviews and adjusts its rates each year, and that any change in our rates will be made only upon prior notice to the Village. We will continue to bill our time in quarter-hour (four to an hour) increments. These rates do not include any amounts that may be added to a particular invoice for disbursements and charges.

(b) Disbursements and Charges

The Village will also continue to be responsible for reasonable costs and expenses incurred. These costs and expenses may include travel and mileage expenses, computerized legal research, process and subpoena service fees, filing fees, overnight mail fees and similar items. These costs and expenses will be billed in the same manner as our fees or we may ask the Village to make direct payment to the party making the charge. We will continue to not charge for photocopying, domestic telephone calls, postage costing less than \$1 or facsimiles.

(c) Billing Arrangements

Statements of fees, disbursements and charges will continue to be sent to the Village by the Firm on a monthly basis, with payment to be made within 30 days of receipt of the invoice. Please note that the Firm reserves the right to impose a late charge at the rate of 12 percent per annum on past due accounts. If the Village anticipates that payment will be delayed, please discuss this delay with me at the earliest possible opportunity. If the Village has any questions regarding an invoice, please contact me so that I can try to promptly answer them.

6. Communication Technology

We continue to be mindful of our obligation to safeguard our clients' proprietary, sensitive, or otherwise confidential information. To this end, it is important that we continue to agree on the kinds of communication technology which will be employed in the course of this

engagement. If there are particular forms of communication technology that the Village does not wish us to use, or if there are other specific safeguards that the Village would like us to put in place, please promptly advise us. If the Village does not so advise us, we will continue to assume that the Village has given consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate (including cell phones, electronic mail, and facsimiles).

7. Files

The Firm generally retains clients' files for at least seven years after conclusion of the matter for which representation was provided. However, once the matter has been concluded, the Village may take possession of the files at any time by delivering a written and signed request to the Firm. If, upon the expiration of seven years after conclusion of the matter, no request has been received, the Firm reserves the right to destroy the files without further notice to the Village.

8. Questions and Termination

The Firm continues to have procedures to address any issue that the Village would like to raise, and we encourage the Village to inform us if at any time our services do not meet your expectations. We will continue to strive to promptly address any problem and in a professional manner.

You may end this relationship at any time by giving the Firm written notice, subject to your obligation to pay us according to the terms of this Agreement. The Firm, in turn, may withdraw from the representation upon written notice in the event that you fail to cooperate with us in any way that we may reasonably request, the Village fails to pay our invoices in full as submitted, or we determine in our reasonable discretion that it would be improper pursuant to the New York Code of Professional Conduct or impractical to continue our relationship.

9. Resolution of Disputes –Arbitration

Although we do not expect that differences regarding the payment of fees for professional services, costs and disbursements will arise between us, we recognize that disagreements can happen. It is, therefore, wise to agree upon a procedure for fairly and expeditiously resolving them. If collection efforts made by the Firm are unsuccessful, then the dispute, controversy or claim will be finally resolved by private, confidential binding arbitration as follows: (a) to the extent that the New York Fee Dispute Resolution Program (Part 137 of 22 NYCRR), which provides for the informal and expeditious resolution of fee disputes between attorneys and clients, applies to the dispute, controversy or claim, then resolution will be in accordance with

the rules and procedures of the Fee Dispute Resolution Program (a copy is available upon request); or (b) if the Fee Dispute Resolution Program does not apply to the dispute, controversy or claim, then the arbitration will be conducted in Suffolk County in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award issued in arbitration will be final, binding and non-reviewable.

10. Entire Agreement

This letter represents the entire agreement between us concerning the terms and conditions of this engagement. By signing below, the Village acknowledges that this letter has been reviewed and understood and that it agrees to be bound by its terms and conditions. By signing below, the Village consents to continuing to be listed as one of the Firm's clients in any of our promotion-related materials or activities. The Village's permission to be listed can be revoked by it at any time. No change or waiver of any of the provisions of this letter will be binding on either the Village or the Firm unless the change is in writing and signed by both the Village and us.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for the Village's files. Kindly also attach for our records a copy of the Village Board minutes containing the Resolution authorizing this retainer.

I look forward to continuing our longstanding professional and personal relationship with you and the Village!

Very truly yours,



Richard K. Zuckerman

RKZ/z

READ AND AGREED TO:

VILLAGE BOARD, VILLAGE OF GREENPORT

By: _____