



June 25, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
GoToMeeting
Phone#: 1-571-317-3122
Access Code: 346-258-885

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

PETER CLARKE

MARY BESS PHILLIPS

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

ANNOUNCEMENTS

LIQUOR LICENSE APPLICATIONS

PUBLIC HEARINGS

- Proposed local law of 2020 amending Chapter 88 (Noise) of the Village of Greenport Code regarding the regulation of noise within the Village of Greenport
- Wetlands Permit Application of Paul Pawlowski on behalf of 123 Sterling Avenue Corp for the property located at 123 Sterling Avenue

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 06-2020-1**

RESOLUTION adopting the June, 2020 agenda as printed.

RESOLUTION # 06-2020-2

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

FIRE DEPARTMENT**RESOLUTION # 06-2020-3**

RESOLUTION approving the application for membership of Jessica A. Swetland to the Rescue Squad of the Village of Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on June 17, 2020.

RESOLUTION # 06-2020-4

RESOLUTION approving the application for membership of Samuel A. Strickland to Relief Hose Company # 2 of the Village of Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on June 17, 2020.

VILLAGE CLERK**RESOLUTION # 06-2020-5**

RESOLUTION accepting the resignation of Stephen Bull from the Village of Greenport Historic Preservation Commission, effective June 19, 2020.

RESOLUTION # 06-2020-6

RESOLUTION awarding affected volunteers in the Village of Greenport Fire Department five (5) additional Length of Service Award points per month (prorated for periods of less than one complete calendar month) during the period when, due to the declaration of a New York State Disaster Emergency through Executive Order 202 of 2020, volunteer activities were cancelled, or some volunteers were prohibited from responding to calls.

RESOLUTION # 06-2020-7

RESOLUTION approving the Public Assembly Permit Application submitted by Greenport High School for the use of specified Village streets from 10:30 a.m. through 11:30 a.m. on June 28, 2020 for a High School graduation parade.

RESOLUTION # 06-2020-8

RESOLUTION approving the Public Assembly Permit Application submitted by Noah Doyle on behalf of the North Fork TV Festival, Inc. for the use of the Polo Grounds at Moore's Lane from 7:00 p.m. through 11:00 p.m. on August 28, 2020 and August 29, 2020 for a drive-in TV Festival.

RESOLUTION # 06-2020-9

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies on behalf of The Friends of Mitchell Park, to use a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. every Saturday from June 27, 2020 through October 31, 2020 for Tai Chi instruction, which will be at no cost to the public. The parameters for the logistics of this instructive program will follow the NY Forward guidelines in place, and all directives set forth by Governor Cuomo.

RESOLUTION # 06-2020-10

RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Station One Firehouse on Third Street, for the annual Chicken Barbecue fundraiser from 4:00 p.m. through 7:00 p.m. on August 15, 2020. The parameters for the logistics of this event will follow the NY Forward guidelines in place, and all directives set forth by Governor Cuomo.

TRUSTEES**RESOLUTION # 06-2020-11**

RESOLUTION approving the attached agreement between The Village of Greenport and SHoP Architects for the pro bono design of parklets within the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between The Village of Greenport and SHoP Architects.

VOUCHER SUMMARY**RESOLUTION # 06-2020-12**

RESOLUTION approving all checks per the Voucher Summary Report dated June 22, 2020, in the total amount of \$ 163,329.91 consisting of:

- o All regular checks in the amount of \$ 163,329.91.

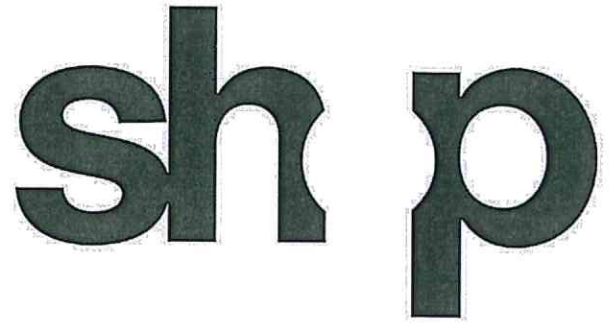
RESOLUTION # 06-2020-13

RESOLUTION approving all checks per the Voucher Summary Report dated June 22, 2020, in the total amount of \$ 465,202.19 consisting of:

- o All regular checks in the amount of \$ 397,440.02, and
- o All prepaid checks (including wire transfers) in the amount of \$ 67,762.17.

SHoP Architects
233 Broadway 11th Floor
New York NY 10279

p 212 889 9005
www.shoparc.com



15 June 2020

George Hubbard, Mayor
Village of Greenport New York
P.O. Box 73 Greenport, NY 11944

Re: Village of Greenport New York - Parklets

Dear George Hubbard:

As requested, I am submitting this proposal and letter of agreement on behalf of SHoP Architects, P.C. ("SHoP") to George Hubbard, Mayor, Village of Greenport and Richard Vandenburg, President, The Greenport Village Management Association ("Client") to perform Pro Bono Design Services for the **Village of Greenport New York - Parklets** ("Project").

1.0 PROJECT DESCRIPTION

Design of Parklets (temporary use of parking spaces for commercial purposes) in the Village of Greenport, NY.

2.0 SCOPE OF WORK

SHoP proposes to perform Pro Bono Design Services for the Project based on the scope and deliverables as outlined herein. SHoP provides such services to the Client without any warrant or claim that such services or deliverables are fit for any specific purpose. If the Client retains an Architect of Record ("AOR"), then SHoP shall coordinate with the AOR as necessary. In consultation with the Client, SHoP shall establish a concept design of "parklets" which is the use of parking spaces for retail purposes for a temporary duration during the summer of 2020 in Greenport NY. The list of deliverables includes:

- Review street parking location opportunities and develop a site plan of potential locations for the parklets
- Provide sketches of a recommended parklet design and components
- Provide material recommendations and quantity take off to assist a builder in constructing the parklets
- Attend meetings with the client as necessary during the duration of the project.

All conceptual design pursuant to this agreement shall comply with all applicable New York State regulations for the Perm 33-g application for COVID-19 Recovery Temporary Use Permit.

3.0 SCHEDULE

SHoP shall coordinate with Client to develop a schedule, which shall commence on June 19, 2020 and continue until SHoP notifies the Client that such services are complete or within 8 weeks of commencement, whichever occurs first.

4.0 FEES

SHoP shall provide the design services outlined herein as a Pro Bono basis as a donation without compensation, but the Client shall be responsible for payment for any materials as mutually agreed by the parties. Any materials in excess of \$250 must be approved in advance. Unless otherwise agreed, SHoP may submit an invoice(s) for Pro Bono Services performed to provide a record of the value of the Pro Bono Services provided and donated by SHoP, which may be necessary for financial or tax purposes. The Client shall provide SHoP with any required or requested forms or documents, which may include proof of 501(c) or other tax exempt status and receipt of services.

5.0 USE OF WORK PRODUCT

All documents, including but not limited to drawings, specifications, estimates, field notes, and other recordings of data, in any format or medium, including electronic, and any architectural or design works reflected therein, prepared or furnished under this Agreement by SHoP, and all associated copyrights and other rights of ownership for all purposes shall be collectively named as "Work Product" or "Materials" and SHoP shall retain all rights of ownership and copyright over the Work Product. SHoP shall hereby grant to the Client a non-exclusive, non-terminable, royalty-free, worldwide license to use the Work Product as an illustrative example of the design limited to this Project. SHoP retains the right to restrict use of any Work Product and to disallow the use of the name, logo, likeness or any reference to SHoP Architects, P.C. or any of its Principals or employees in connection with the design, models or renderings through written notification by SHoP. SHoP shall have the right to include photographic or artistic representations of the design of the Project among the SHoP's promotional and professional materials. SHoP shall be given reasonable access to the completed Project to make such representations. The Client shall provide professional credit for SHoP in the Client's promotional materials for the Project.

6.0 CONFIDENTIALITY / PUBLICITY

The Client considers all information pertaining to the Work or the Project to be confidential and proprietary unless otherwise stated to SHoP. SHoP shall not disclose any such information without the Client's prior written consent, including any information, which is prepared or developed by or through SHoP. In addition, SHoP shall reveal confidential information only to those employees who need to know the information for the purpose of providing the services, who are informed of the confidential nature of the information, and who agree to keep such information strictly confidential. For purposes hereof, information shall not be considered confidential to the extent it becomes generally available to the public other than as a result of SHoP's disclosure of it, or it becomes available to SHoP on a non-confidential basis from a source, which is not prohibited from disclosing such information to SHoP. If SHoP believes it is required to disclose confidential information to comply with applicable law or the orders of governmental entities, it shall immediately notify the Client in writing and permit the Client to make the disclosure or seek a protective order to prevent or reduce such disclosure.

8.0 LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SHoP for any loss, claim, damage liability or expense, including attorney's fees and other costs of litigation or arbitration that may result from use of the "Work Product" by the Client, its employees, consultants or any third party on this Project.

Village of Greenport New York
P.O. Box 73 Greenport, NY 11944
Village of Greenport New York - Parklets
6/15/2020
Page 3

We look forward to the opportunity to collaborate with you on this exciting project.

As agreed,



June 24, 2020

William Sharples
Principal, SHoP Architects, P.C.

Date

George Hubbard
Mayor, Village of Greenport New York

Date

Richard Vandenburg
President, The Greenport Village Management Association

Date