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VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK
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BOARD OF TRUSTEES
REGULAR SESSION

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Third Street Firehouse
Greenport, New York

June 28, 2018
7:00 P.M.

- B E F O R E:
- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- MARY BESS PHILLIPS - TRUSTEE
- DOUGLAS W. ROBERTS - TRUSTEE
- JULIA ROBINS - TRUSTEE
- JOSEPH PROKOP - VILLAGE ATTORNEY
- PAUL PALLAS - VILLAGE ADMINISTRATOR
- SYLVIA PIRILLO - VILLAGE CLERK

1 (The meeting was called to order 6:03 p.m.)

2 MAYOR HUBBARD: I'll call the meeting to
3 order. Pledge to the flag.

4 (All stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Martha T. Jackson,
7 Timothy J. Reeves, Jane Ann Smith and Charles J.
8 Umbach.

9 (All remained standing for a Moment of
10 Silence)

11 MAYOR HUBBARD: Thank you. You may be
12 seated.

13 Okay. We've got a couple of announcements.
14 The Farmers Market has begun operating from
15 10 a.m. to 2 p.m. each Saturday. They are now
16 located up on Moores Lane, with more room for
17 expansion, plenty of parking, and everything else.
18 So please stop up on Moores Lane and see the
19 Farmers Market.

20 Also, the children's free swimming, Summer
21 Swim Program will begin on July 2nd. Lessons will
22 be held on Mondays, Wednesdays and Thursdays from
23 4 to 5 p.m. for beginners, and from 5:30 to
24 6:30 p.m. for intermediates.

25 That's all we have for announcements.

1 Liquor license application, we have a new
2 application for 48 Front Street Restaurant Corp.
3 at 48 Front Street.

4 Public hearings, we have none.

5 Open it up to public to address the Board on
6 any topic.

7 MS. GORDON: Dinni Gordon, 152 Sixth Street.
8 I just thought that it would be nice to give you a
9 little bit of a report on the June 3rd Cultural
10 Festival, since that was a sponsored event of --
11 sponsored by the Village Board. And a lot of what
12 I want to say is really just thanks.

13 The school representatives who worked with
14 us to plan and bring this off were absolutely
15 wonderful. And I think you should know that we
16 have not only a wonderful music teacher, Erika
17 Cabral, who's from this area, but two
18 extraordinary art teachers who did a great deal of
19 work preparing the student art that was I think a
20 highlight of the festival.

21 And we also had assistance from the
22 Superintendent, who you may know juggled as one of
23 the performances in the festival with three
24 9th Grade students. I think two of the three were
25 from Southold, but that's all right, we can share

1 with Southold.

2 Also, the restaurants, which supplied
3 donations of food, were really absolutely
4 wonderful. We had enough food for everyone who
5 showed up and wanted it, from LaRegia and Tika,
6 from Lucharitos, from Goldberg's Bagels, and even
7 water from Mr. Roberts. So I'm very appreciative
8 of the sort of coming together of the commercial
9 establishments to help us bring this off.

10 Oh, Michelle and her husband at the Olive
11 Branch Cafe let us use the little area in front of
12 their store to distribute food. That was very
13 helpful.

14 And Elias Martinez donated dinner for two at
15 Agave to the winner of the poster competition that
16 we had at the school, which was won by a Greenport
17 senior who's moving on to Suffolk County Community
18 College.

19 The performances came off pretty well,
20 though I think it's almost inevitable that in
21 these events it's going to be kind of chaotic. It
22 was kind of chaotic. For one thing, we had 20
23 hour -- 20 mile an hour winds, which deterred
24 attendance to some extent, and made, for instance,
25 juggling very difficult. I mean, with 20, 20 mile

1 an hour winds blows the -- even an experienced
2 juggler's balls out of his hands.

3 We had a last minute cancellation of the
4 Irish dance group, which it was too bad, because
5 we thought that would be an excited thing to
6 provide. And we hoped to get them next year, and
7 maybe a Greek group.

8 Rob Walker from Southold was a very
9 effective bagpiper. He was really a Pied Piper,
10 leading much of the audience down Main Street,
11 around the corner and into the -- into the park,
12 where he played a little -- for about five minutes
13 for the children who were gathering for Erika
14 Cabral's five and six and seven-year-olds' song.

15 Jamie Schott did a great job with the sound.
16 We did have some problems. The clown went a
17 little bit off message, but his act appealed to
18 some adults, and we --

19 (Laughter)

20 MS. GORDON: Well, he was supposed to be
21 just doing the clown things he did last year for
22 the children, and, instead, he started to do a
23 comedy show, and it was all in Spanish, so the
24 only people who really understood were these
25 Spanish-speaking adults, and that was a little

1 difficult. And, finally, we sort of pulled the
2 hook and got him off.

3 (Laughter)

4 MS. GORDON: If we do it again, we have to
5 find a way to present the Spanish-speaking --
6 Spanish-oriented acts with some English
7 translation, because that is a problem.

8 But I want to thank the Village Board very
9 much for its sponsorship of the event. And we're
10 very grateful to the Friends of Mitchell Park, who
11 provided financial support. So I just -- you
12 know, it was a -- it was a nice event, and it was
13 a beautiful day, even if windy. And I think
14 people who did come were appreciative of the fact
15 that we were bringing the different cultures
16 together. Thanks.

17 MAYOR HUBBARD: Okay. And, also, I'd like
18 to say thank you to you for the work you did with
19 organizing and putting together, along with
20 everybody else that helped you, thank you for
21 putting on that event.

22 MS. GORDON: You're very welcome. And
23 Sister Margaret did a great deal, too.

24 MAYOR HUBBARD: Yes. Thank you also,
25 Sister.

1 SISTER MARGARET: You're welcome.

2 MAYOR HUBBARD: Thank you.

3 MS. ZEMSKY: Hi. Dena Zemsky, 306 Sixth
4 Street.

5 I have two things I want to ask you about.
6 One, does the Village have the manpower or the
7 capacity to clean up overgrown poison ivy at one
8 of the beaches? Is that something that could be
9 done? Because at the end of Clark Street, at the
10 colloquially known Widow's Hole, the poison ivy
11 there is really out of control.

12 And I don't know if you remember, I don't
13 know, three or four years ago, the Village
14 mistakenly mowed down everything there. And my
15 company donated plants to replant there, and
16 they're being strangled out by poison ivy, so
17 that's short of a shame. So I don't know.

18 MAYOR HUBBARD: Yes, we can take care of
19 that.

20 MS. ZEMSKY: Yeah? That would --

21 MAYOR HUBBARD: Paul Pallas will notify the
22 Village Highway Crew and they'll take care of the
23 poison ivy.

24 MS. ZEMSKY: And, possibly, if I could be
25 there, so they don't pull out the plants that

1 maybe should not be pulled out, like the plants --
2 but not necessary, but would be nice. I'd be --
3 I'd volunteer to be there and show them that, you
4 know, like the rosa rugosa --

5 MAYOR HUBBARD: Okay. Forward your email
6 address or your phone number to Paul Pallas and
7 he'll try to coordinate that with you.

8 MS. ZEMSKY: Great, super. And the other
9 thing I want to talk about is the last time I
10 spoke to the Board at one of the work sessions, I
11 asked if the noise issues could be addressed. And
12 from my -- my personal request was that the end
13 time at 8 p.m. could be cut back.

14 I -- John Saladino forwarded me the code,
15 and I know it's from 8 a.m. to 8 p.m., but the
16 thing that I don't understand, and I don't know
17 how to interpret, is it's saying intermittent
18 noise. I mean, how is that interpreted? Is that
19 15 minutes? Is that an hour? Is that -- I mean,
20 when does it become abusive? How long? Even
21 within the hours that are allowed, does noise then
22 not be in compliance with the code? Does anybody
23 have an idea what that means, intermittent noise?

24 MAYOR HUBBARD: I really don't have an
25 answer for that. I mean, you know --

1 MS. ZEMSKY: I don't either.

2 MAYOR HUBBARD: It's from 8 to 8, so at
3 8 o'clock it should cease.

4 MS. ZEMSKY: So I'm saying, so if someone is
5 doing work next door to you for hours on end, is
6 that not allowed, or is that allowed? So if, you
7 know, lawn mowing goes on for an hour, two hours
8 with blowers and machinery, is that code
9 compliant, or is that not code compliant?

10 MAYOR HUBBARD: If it's during normal,
11 between the 8 a.m. and 8 p.m.

12 MS. ZEMSKY: So it could go on, it could go
13 on for the -- for the 12 hours that you're
14 allowing noise? You could have consistent noise
15 for 12 hours, that's what you're saying?

16 MAYOR HUBBARD: Technically, yes.

17 MS. ZEMSKY: That doesn't really mean
18 intermittent, does it?

19 ATTORNEY PROKOP: We're -- I think that it
20 could go on. But this is the part of the code
21 that we're reviewing now, and --

22 MS. ZEMSKY: So my request, it is being
23 reviewed to possibly cut it back from 8 p.m. to
24 7 p.m., or is that part of what you're discussing?

25 TRUSTEE PHILLIPS: Clarify that, Joe.

1 ATTORNEY PROKOP: When I said we're
2 reviewing it, I meant to say I'm reviewing it.

3 MS. ZEMSKY: Okay.

4 ATTORNEY PROKOP: We -- on the basis of
5 other questions that have been asked.

6 MS. ZEMSKY: Okay. So --

7 ATTORNEY PROKOP: But your -- but your
8 question, I think that it would have to -- I think
9 that it would -- continuous would probably be
10 acceptable under the code that it is, but that's
11 one of the things that I am reviewing.

12 MS. ZEMSKY: Okay. So the other, the other
13 thing is that I had, you know, lawn noise two
14 weeks ago that started at 9 p.m. and went on,
15 so --

16 TRUSTEE ROBINS: Nine p.m. or 9 a.m.?

17 MS. ZEMSKY: P.M.

18 TRUSTEE ROBINS: It started?

19 MS. ZEMSKY: It started at -- you know,
20 blowers started at like ten to nine, finished a
21 quarter after nine, after a lot of other noise
22 going on way past the code.

23 So the problem with -- you know, it's
24 wonderful to have a Code Enforcement Officer, but
25 he's not working after 8 p.m. at night. So when

1 you call the number, you get an answering machine,
2 and so that doesn't really help you. So then I
3 called the police and they came. But by the time
4 they arrived, obviously, it was low priority, you
5 know, just a noise complaint of that nature, they
6 had finished. So is there -- maybe another thing
7 that you could discuss is what do you do when
8 someone's there that late? I mean, it's nice to
9 make anonymous entries on your day -- on your
10 website, but it doesn't really help you or help it
11 end. So that's another --

12 MAYOR HUBBARD: Okay. I mean, if that
13 happens again, as soon as you hear it at ten
14 minutes to nine, I would call the Police
15 Department --

16 MS. ZEMSKY: Well, I did.

17 MAYOR HUBBARD: -- because they register --
18 usually, I mean, the cops usually respond within
19 five or ten minutes. So if they were there for 25
20 minutes doing it, a local officer --

21 MS. ZEMSKY: Well, first I --

22 MAYOR HUBBARD: -- should have been there to
23 verify your complaint, who the company was, and
24 then they could follow that information up to us
25 and we could take action moving forward.

1 MS. ZEMSKY: All right. Well, I mean, the
2 first thing I did was call the Code Enforcement
3 person, because I thought, well, he's our Code --

4 MAYOR HUBBARD: Right, okay.

5 MS. ZEMSKY: And then I -- and then I went
6 to the website, and then I went to the cops. So
7 by the -- you know, it's a process, yes. Next
8 time I'll call the cops first.

9 MAYOR HUBBARD: Yeah.

10 MS. ZEMSKY: But I think it's also --

11 MAYOR HUBBARD: 765-2600. Just call and
12 register the complaint, and then we get copies of
13 those complaints. We had them on ones downtowns,
14 and everything else. And we can follow up with
15 the landscaping company. At least it will be
16 documented who it was.

17 MS. ZEMSKY: Sometimes it's not a company,
18 you know, sometimes it's just a couple of guys who
19 come, I mean, you know, many people are --

20 MAYOR HUBBARD: Just the homeowner doing it?

21 MS. ZEMSKY: Pardon?

22 MAYOR HUBBARD: Just a homeowner, a neighbor
23 was just out.

24 MS. ZEMSKY: No, it wasn't a homeowner. It
25 was someone the homeowner hired, but I don't know

1 if there was a car outside that said Harry's Lawn
2 Service.

3 MAYOR HUBBARD: Okay. All right. Well,
4 we'll try to assist you with that. If it's that
5 late at night, that's inappropriate.

6 MS. ZEMSKY: All I'm saying is it should be
7 something to be discussed. And, also, that
8 Village, either listed on the website on what you
9 should do, and if there can be some kind of other
10 course of action that you can follow that might
11 give you satisfaction, because it was not -- you
12 know, I haven't had that with noise.

13 MAYOR HUBBARD: Okay.

14 MS. ZEMSKY: Okay, thanks.

15 MAYOR HUBBARD: Thank you.

16 SISTER MARGARET: I'm Sister Margaret Smyth
17 from Saint Agnes, and I'd like to speak in
18 behalf -- we have a petition for Saturday for a
19 gathering of people using Mitchell Park. And I
20 wanted to reassure the Board that this gathering
21 of people is a very peaceful gathering, highly
22 organized, to ensure that all the property will be
23 maintained, and everything will be clean, and
24 whatever else that it takes to do it.

25 And it is part educational. And it's part

1 connected to us as Village people, too, who live
2 within Greenport and in our areas, because we're
3 talking about the separation of children from
4 their families. And this does affect many of the
5 people who you walk past them, or may talk to
6 every single day, because they have family members
7 that have been affected by that. And I know this
8 because my office has seen and spoken to both
9 Immigration, to Border Patrol, and to the families
10 themselves to say, "Where is my child?" So we
11 want to educate ourselves. We want to offer the
12 support. And I, hopefully, thank you for your
13 support in allowing us to be able to have this
14 gathering on Saturday morning. Thank you.

15 MAYOR HUBBARD: Thank you.

16 MR. SALADINO: John Saladino, Sixth Street.
17 Is there going to be an Executive Session?

18 MAYOR HUBBARD: No.

19 MR. SALADINO: Are there any walk-off agenda
20 items?

21 MAYOR HUBBARD: Not that I know of.

22 MR. SALADINO: Okay. I got a couple of
23 questions. The first one is I watched the work
24 session from the bus last week, and there was a
25 couple of questions that I had, but, obviously, I

1 couldn't ask them.

2 You mentioned the Hampton Jitney parking
3 contract. I had asked you about that, I'm
4 guessing while you were negotiating it, and we
5 kind of put it off until you were finished doing
6 it. Is there something you could share with me
7 exactly what the Jitney gets and what the Village
8 gets with this contract?

9 MAYOR HUBBARD: Okay. Which contract was
10 that?

11 MR. SALADINO: The Jitney. The Jitney.

12 MAYOR HUBBARD: The Jitney?

13 TRUSTEE ROBERTS: The parking lot.

14 MAYOR HUBBARD: Okay. I don't have the
15 contract in front of me with the wording of it.

16 MR. SALADINO: Just a broad --

17 MAYOR HUBBARD: They're paying 15,000 per
18 year.

19 MR. PALLAS: Yes.

20 MAYOR HUBBARD: They're paying us 15,000 per
21 year to help for maintenance of repainting lines,
22 paving, whatever, for that. I don't think we put
23 an exact number of parking spots that they get
24 on it.

25 MR. PALLAS: (Shook head no)

1 MAYOR HUBBARD: But they have access for
2 people that get on the Jitney, that they have
3 spots there. So when we discussed making it one
4 day or 48-hour parking, or whatever, I wanted to
5 confer with them, because they have been making
6 their -- every six months they're making a payment
7 to us for use of that parking lot to help with the
8 upkeep of it, which we all appreciate. I just
9 didn't want to step on their toes and say, "Now,
10 we're going to" -- "your people can't use that,"
11 because they're paying a fee for that.

12 MR. SALADINO: And that's a great thing, I
13 think that's a good thing. Any time we get money
14 is a good thing.

15 MAYOR HUBBARD: Uh-huh.

16 MR. SALADINO: The thing that confused me
17 was one of the Trustees raised a question about
18 how long the Jitney customer could park there, and
19 how would you identify them. You know, I think
20 you had mentioned, well, you know, you see a
21 yellow triangle. That doesn't necessarily make
22 them a Jitney customer.

23 MAYOR HUBBARD: Uh-huh.

24 MR. SALADINO: And in thinking about it, I
25 said to myself, well, if you're looking to deter

1 long-term parking, I mean, and the Jitney is
2 entitled to "X" amount of spots, and you don't
3 want to step on the Jitney Company's toes, if by
4 extension you could say then a guy that comes off
5 the ferry, parks his car, takes the Jitney to
6 Manhattan in October, he doesn't have to move his
7 car again until April.

8 MAYOR HUBBARD: Correct.

9 MR. SALADINO: And we're laughing at that,
10 but I know two guys that do that, so, you know.

11 So to get the 15 grand, that's great, I love
12 that. Because the guy rides the bus four times a
13 year, I don't think he should be entitled to
14 long-term parking.

15 I ride the Jitney every day now. I go to
16 their -- and we stop in Calverton, and they have
17 25 spaces in front of the building that -- and
18 it's two-hour parking, which I'm not really sure
19 where you can go on the Jitney and be back to your
20 car in two hours, but that's how they control
21 parking at their lot. So for them to expect the
22 Village to allow one month, one week, two month,
23 three month parking because somebody rides their
24 bus to me seems a little unreasonable. And I'm
25 not sure they're thinking that. I'm thinking

1 maybe you guys were thinking that. I'm not sure
2 what they're thinking.

3 So if we get \$15,000 and they get "X" amount
4 of spots that are going to be taken up for more
5 than a few days at a time, maybe that's -- maybe
6 it's not the best deal. I don't know.

7 MAYOR HUBBARD: Right. That's something we
8 would discuss with them. I'm sure if they have 20
9 spots, they don't want somebody parking there for
10 six months on one of their 20 spots.

11 MR. SALADINO: Well, how do you police it?

12 MAYOR HUBBARD: And I think they would agree
13 with us. I just wanted the Village Administrator
14 to have a conversation with them before, and let
15 the whole Board know what's actually in the
16 context of the contract, so that we go forward in
17 a positive way. That was all the discussion.

18 TRUSTEE ROBERTS: So -- I'm sorry. But I'm
19 pretty sure that contract doesn't say anything
20 about how long we have to let their people park.
21 So I think, what I remember of it, I don't have it
22 in from of me, is that we're free to regulate --

23 MAYOR HUBBARD: Yes.

24 TRUSTEE ROBERTS: -- the amount of time if
25 we want to. I think you're trying to be a good

1 partner.

2 MAYOR HUBBARD: Well, yeah, because we
3 just -- we just got the contract --

4 TRUSTEE ROBERTS: Yeah.

5 MAYOR HUBBARD: -- signed. We're in the
6 first year of the contract. I don't want to just
7 have it say, all right, the whole parking lot is
8 48-hour parking, and step on them, because they
9 were -- they negotiated in good faith. I want to
10 make sure we talk to them first --

11 MR. SALADINO: No, and I understand that.

12 MAYOR HUBBARD: -- before we do it, that was
13 all.

14 MR. SALADINO: And I understand that.

15 TRUSTEE ROBERTS: Yeah.

16 MR. SALADINO: And the fact that they're
17 paying \$15,000, you know, gives them a little
18 leverage and a little latitude.

19 MAYOR HUBBARD: Uh-huh.

20 MR. SALADINO: But if it's -- if those 20
21 spaces -- did somebody say 20 spaces?

22 MAYOR HUBBARD: I just -- I used that just
23 as a number.

24 MR. SALADINO: If those spaces become
25 long-term parking for Manhattanites, then maybe

1 it's not --

2 MAYOR HUBBARD: That hurts their business
3 also, because they take the prime spots.

4 MR. SALADINO: It does --

5 MAYOR HUBBARD: And it hurts their business
6 also if the cars are there that long, and I'm sure
7 they would agree with us on that.

8 MR. SALADINO: Thank you for that. The
9 other thing, I ask this question a couple of times
10 a year and I haven't gotten an answer yet. Do we
11 need a permit for a mooring ball in the harbor or
12 in Pipes Cove? Is there a permit process for
13 that?

14 MAYOR HUBBARD: For a mooring?

15 TRUSTEE MARTILOTTA: For what? I just
16 didn't hear?

17 TRUSTEE PHILLIPS: They did in the -- in the
18 Village waters you do.

19 TRUSTEE ROBERTS: In Village waters.

20 MR. SALADINO: Yeah, 1500 feet from shore,
21 up to 1500 feet from shore. I'm on the CAC --

22 MAYOR HUBBARD: Go ahead.

23 MR. SALADINO: And normally, something like
24 that would come in front of us, and I've never --
25 in 11 years I've never seen a request for one.

1 And I pay seven grand for my slip, and if I can
2 get away from ground tackle --

3 MR. PALLAS: And, John, you're talking about
4 someone that puts -- drops one in, not one of the
5 Village --

6 MR. SALADINO: I'm sorry?

7 MR. PALLAS: Not one of the Village-owned
8 moorings, correct?

9 MR. SALADINO: It's my understanding the
10 only Village-owned moorings are in Stirling Creek.

11 MR. PALLAS: Correct. You're not talking
12 about those.

13 MR. SALADINO: No. I'm talking, I'm talking
14 in Greenport Harbor, I'm talking in Pipes Cove.

15 MR. PALLAS: Yes, a permit would be
16 required.

17 MR. SALADINO: Okay. Do we know the process
18 for that?

19 MR. PALLAS: I've got to double-check the
20 code. I'm sure there's something spelled out, or
21 at least a little bit. I can double-check that.

22 MR. SALADINO: I would like one.

23 (Laughter)

24 TRUSTEE ROBERTS: Waters go past, right,
25 whatever the -- there's a number of feet off shore

1 and then it's State waters.

2 MR. SALADINO: Fifteen hundred feet.

3 TRUSTEE ROBERTS: Is that the number? I
4 haven't been looking at it.

5 MR. SALADINO: Village waters, 1500, right,
6 we regulate up to 1500 feet from shore?

7 MAYOR HUBBARD: I believe so, yes.

8 TRUSTEE PHILLIPS: Yes.

9 TRUSTEE MARTILOTTA: Something like that.

10 MR. SALADINO: Okay. The last thing I would
11 ask is Resolution No. 16, I watched the
12 conversation last week on the bus, and I remember
13 the impetus for this to bring it in front of the
14 Board to start this process was there was a
15 question about -- someone had mentioned speeding
16 in the Village, and my neighbor, Trustee Roberts,
17 he says, "And maybe we can do something about
18 Sixth Street." I went back and checked the
19 record. "Maybe we can do something about Sixth
20 Street, because it's like Indianapolis on Sixth
21 Street." I disagreed with that. I live on Sixth
22 Street also, I didn't see that, I never see that.
23 But this to me is an elaborate solution to a
24 nonexistent problem.

25 That dead end street on Sixth Street is

1 basically a parking lot. You say you're there
2 every day. I'm there every day, also. I eat my
3 lunch there, I look at the water there, I listen
4 to the radio there. During the summer, it's a
5 parking lot. It's actually hard to get in there.
6 During the winter, there's no one there, except
7 me, and maybe Doug.

8 The question then evolved into not so much
9 speeding, but into safety, safety for the --
10 because the street somehow became an extension of
11 the park. We're worried by the ice cream truck.
12 And the logic I heard last week was we have to put
13 a stop sign at Johnson Place to prevent people
14 from driving too fast into that area, or unsafely
15 into that area.

16 I thought about it, and if there's someone
17 driving a car and he's coming down Sixth Street,
18 and he's driving into a dead end street into
19 what's basically a parking lot with parked cars
20 and kids and stuff, and he enters that parking
21 lot, that dead end street unsafely, society and
22 this Village doesn't need that guy. I mean,
23 that's crazy behavior, and I personally don't see
24 that kind of behavior. Someone else might. I
25 don't see that happening at all, not even isolated

1 cases.

2 So the other thing that I heard -- so I
3 would mention that. The other thing that I heard
4 was that in our area, West Dublin, all the streets
5 have stop signs going into a dead end street. I
6 don't think there's one street that's -- that's
7 false. I don't think there's one street in the
8 Village that ends at a dead end that has a stop
9 sign governing traffic into that street. Clark
10 Street, Flint Street, Brown Street, they have a --
11 they have a stop sign on Fourth Street, but that's
12 to govern the through street. That's to govern
13 entering Fourth Street, not to enter the road end.

14 TRUSTEE ROBERTS: But there's one -- sorry,
15 but there is one as you head east on Clark, on
16 Flint. There's stop signs at all those
17 intersections.

18 MR. SALADINO: They're on the west side of
19 the street governing traffic onto Fourth Street.

20 TRUSTEE ROBERTS: Right, just like this
21 would be --

22 MR. SALADINO: But the --

23 TRUSTEE ROBERTS: -- governing traffic onto
24 Johnson Place.

25 MR. SALADINO: Johnson Place is not a

1 through street. Johnson Place doesn't go through
2 Fifth -- Sixth Street, it doesn't go through.

3 TRUSTEE ROBERTS: It goes through from Fifth
4 to Sixth.

5 MR. SALADINO: Just let me finish my thought
6 and then we perhaps could debate this.

7 TRUSTEE ROBERTS: Okay.

8 MR. SALADINO: I'm talking about a street
9 that crosses another street. Johnson Place
10 effectually dead-ends, stops -- doesn't dead-end,
11 but stops at Sixth Street.

12 TRUSTEE ROBERTS: I see.

13 MR. SALADINO: It stops at Fifth Street. It
14 doesn't go through Sixth Street to Seventh Street,
15 it doesn't go through Fifth Street to Fourth
16 Street, so there's no reason for traffic control
17 at those corners. So I would dispute that. I
18 would dispute that there are no -- there are no --
19 there are no streets that I know of that have a
20 stop sign governing entering into a dead end
21 street.

22 We think the park is important. Obviously,
23 it is, it's well used and stuff, but other streets
24 that are equal -- Manor Place, George lives on
25 Manor Place, there's two driveways, there's an

1 emergency room and a dead end street. Past
2 Atlantic Avenue, there's no stop sign there
3 governing people going down that street.

4 This to me, and I said it in the beginning,
5 the impetus for this was speeding on Sixth Street
6 and it morphed into safety at the park. We had a
7 public hearing, I spoke. My friend and neighbor,
8 Dinni, spoke. I'm not sure what Dinni's position
9 on the stop sign was. Her concern was safety at
10 the park, and everybody's concerned about kids'
11 safety. But to me, this is -- this is -- this is
12 a Trustee that wants traffic control on his block
13 to prevent people from going too fast past his
14 house. That's what started all this. "They're
15 speeding past my house at 50 miles an hour,"
16 that's what started this conversation about stop
17 signs.

18 Last week, I heard two Trustees being
19 accused of acting in collusion with each other to
20 vote against a particular Trustee. Doug and Jack
21 kind of walk in lockstep, their way of thinking,
22 Julia and Mary Bess. So I appeal to you, the
23 Mayor, since maybe this might be the -- that you
24 might be the tiebreaker, you might be the Justice
25 Kennedy tonight.

1 (Laughter)

2 MR. SALADINO: To me, this is an abuse of
3 power. This is -- this is a Trustee that's
4 advocating for something that benefits him
5 personally. It -- and the logic I heard from our
6 conversations was, well, it won't hurt anything.
7 I have a metaphor, I have a -- my wife almost --
8 she made me promise not to use it, but --

9 (Laughter)

10 MR. SALADINO: But to me, it equates to a
11 dead guy getting a colonic. It's like will it
12 help him? No, but it won't hurt either.

13 (Laughter)

14 MR. SALADINO: So, you know, if it's not
15 helping anything, just because it doesn't hurt
16 anything -- I heard the Trustee. I think the
17 operative phrase that he used last week also,
18 again, I'm looking at the meeting on a telephone,
19 was "I can't go down there with my kid and feel
20 unsafe." I think that's a perceived fear, I don't
21 think that's an actual fear. I think that's a
22 perceived fear. I think that -- you know, again,
23 I'm there every day. I haven't heard of an
24 instance there, I haven't heard of somebody
25 getting hurt there, I haven't heard of a near miss

1 there, I haven't heard of anything there, I
2 haven't seen anything. For the last eight months
3 I was there every day, you guys know that. Some
4 of youse might not have known, I was liaison with
5 the Village. So I was there every single day,
6 albeit it was the wintertime, but you could see
7 over there.

8 To me, this is -- this is -- again, I'm
9 appealing to the Mayor. The last two
10 administrations we had, there was a certain amount
11 of cronyism, vote for my stuff, I'll vote for your
12 crazy stuff, and nobody was kind of looking out
13 for the Village, they were kind of looking out for
14 each other. I would appeal to you now that maybe
15 it's time that we stopped looking out for the
16 Board and we start looking out for the Village.

17 This is not a no-cost item, it's
18 unenforceable. I would ask you to rethink voting
19 yes on this. Thank you.

20 MAYOR HUBBARD: Hang on, John. I pointed to
21 Ken first.

22 MR. WINKLER: Oh, I'm sorry.

23 MAYOR HUBBARD: That's fine. You're next,
24 John.

25 MR. WINKLER: I was closer.

1 MR. LUDACER: Ken Ludacer, 133B Sixth
2 Street.

3 I've lived probably less than 40 feet from
4 that corner by the park, and there is a lot of
5 speeding that goes on, especially in the summer,
6 when it's being frequented a lot. Most of it is
7 as they're leaving. You know, if they're parked
8 down at the beach, they see a big open -- you
9 know, some do. I mean, they're probably, you
10 know, younger kids who just got their license, or
11 whatever.

12 And probably, you know, at least half a
13 dozen times a year, I can hear Ed Whittle, who
14 lives on the corner by the first stop sign they'll
15 see, I mean, he's not shy about yelling them down
16 as they're, you know, whizzing by, you know, his
17 house. I don't know. Maybe, Dena had just
18 mentioned, maybe like a "Children at Play" sign or
19 something on that corner would help mitigate that
20 problem.

21 And I also wanted to voice my support for
22 Resolution 18. As I recall, the last time I
23 heard, there was some discussion on this here,
24 that the Board seemed to be of the consensus that,
25 well, yeah, you can't really go safely down Front

1 Street at 30, but no one does. And so the
2 argument seemed to be, so why -- you know, why
3 change the sign, or why petition the New York
4 State DOT to lower the speed limit? That argument
5 I really don't get. I mean, this seems sort of
6 like a no-brainer, that, you know, it doesn't cost
7 the Village anything to petition New York State to
8 do so. And if you can't safely go 30 down Front
9 Street, why have a sign that might encourage some
10 drivers to do so? And, I mean, I really -- you
11 know, a good reason not to do that, I just really
12 can't -- I can't think of.

13 So that's, that's where I'll stop. Thanks.

14 MAYOR HUBBARD: Okay. John.

15 MR. WINKLER: Okay. Good evening, and John
16 Winkler, 175 Fifth Street.

17 I was walking the park today and I made a
18 couple of observations. The fence around the park
19 is in terrible shape. Most of the posts are
20 cracked and split and rotting. The Village did
21 replace some of the rails, which I appreciate, but
22 I think it's time.

23 This has been an issue, the fence down
24 there, for many years, and I'm hoping that at
25 least the posts that are rotted and split can be

1 replaced, and rails. But a grander thing would be
2 to have the whole thing replaced and new fencing.

3 The second thing I noticed was the drain at
4 the water fountain. There was no drain, it had
5 been broken off, and now there is, but it's just
6 dumping into the sand. And what happens when the
7 kids are there and they're using the fountain, it
8 turns into a swimming pool, and muddy, and the
9 kids are standing in the mud when they're trying
10 to drink.

11 I'm proposing that, possibly, I think
12 there's a simple solution to that. If we could
13 put like a 55 gallon drum dry well there and drain
14 the water fountain into that, and maybe pour a
15 concrete pad around the water fountain, maybe, you
16 know, 5-by-5, something like that, so it doesn't
17 create that, that mess when it -- because many --
18 every year, I'm taking sand from the beach and I'm
19 dumping it there so the water doesn't accumulate.
20 So I think that would be a simple answer to fix
21 it. It wouldn't be that expensive. And, again,
22 the fence.

23 The sign issue, I do -- I do know where
24 there's a problem with signs. I don't know, I'm
25 not really -- I'm not really -- I don't really

1 have an opinion about the stop sign. It might
2 help. There is a lot of, you know, partying going
3 down -- you know, the kids run down there, turn
4 around, come back, you know, I mean, in the
5 younger generation. And they're -- you know,
6 they're down there and they like to -- they like
7 to boogie. So, you know, I don't know if that
8 would help or not.

9 But I do know something that would help,
10 would be putting more "No Parking" signs along
11 Johnson Place, because what happens is they're so
12 far apart, people are parking there to unload
13 their stuff, which is fine, I mean, I understand
14 that, but then they're sitting there. And there's
15 "No Parking" signs in the middle, so people will
16 assume they can park there. And what that creates
17 is everybody parking along that street. Now you
18 can't get two cars. If you're going east and west
19 and you got two cars were parked -- cars parked on
20 that side of the park, you can't get by. And if
21 you had an emergency vehicle, a fire truck, an
22 ambulance, you couldn't get through. So I'm
23 proposing that maybe you could put some more signs
24 up along that.

25 We do -- it has gotten better with the

1 traffic enforcement guys, they've been going down
2 there weekends and moving people along, which is
3 great, and it has gotten better since we've
4 started that, but I think a couple of more signs
5 there might help.

6 Thank you very much.

7 MAYOR HUBBARD: Thank you.

8 MS. WADE: Hi. Randy Wade, Sixth Street,
9 Greenport.

10 I noticed that you're going to put the
11 public hearing on for the short-term transient
12 housing, which is a great idea for the July
13 meeting. I'd like -- I've seen the process
14 previously when there's a public hearing on
15 regulations, and if you want to change something,
16 then you have to wait another month. So I would
17 highly encourage you to put in as many caveats and
18 restrictions as possible in this public hearing,
19 because -- as your proposal, because it's much
20 easier to take them out than it is to get them put
21 in later.

22 And it's a public hearing, and all items
23 that could help keep house -- you know,
24 residential properties from becoming businesses,
25 so that we can maintain even a sliver more worker

1 housing, would be really important for the
2 Village.

3 I looked at it again, I read the Zoning
4 Code, and it actually is now -- it's not a
5 permitted use. Residential in land use zoning
6 terms means 30 days or more. Less than that is
7 transient. There's nothing in the code that
8 allows transient in R-1 and R-2.

9 So anything you do will be, you know, a
10 benefit to some people, and so I -- what I
11 submitted to you the last time, I would highly
12 recommend that you consider those seriously, and
13 I'd be happy to talk with you later about them.

14 I mentioned about -- it came up about the
15 parking lot again for the Hampton Jitney and the
16 Transportation Center. Have you considered at all
17 putting up street sweeper regulations midnight to
18 2 a.m. Friday and Saturday? I'm mentioning it for
19 the third time. That's okay, just take it back.

20 MAYOR HUBBARD: At this time, we have not
21 yet.

22 MS. WADE: That's okay. And I'm still very
23 concerned and appreciate all the help I've gotten
24 from Sylvia and Paul to look at the records.
25 They're going to let me come in on Tuesday. And I

1 would just like to firm up our tour with Friends
2 of Moore's Woods to tour where the power plant
3 would be expanded, if they go forth with this
4 expansion.

5 Oh, and a final personal request. Sixth
6 Street, now that you -- it seems like there's many
7 more trucks going up and down, and now that the
8 road building facility is going to be doubled in
9 size, it might be time to repave the road, because
10 when the street sweeper goes by, he's just kicking
11 up dust, because it's so broken down.

12 Thank you so much.

13 MAYOR HUBBARD: Okay. Thank you.

14 MS. ALLEN: Chatty Allen, Third Street.

15 First off, I want to thank Dinni and Sister
16 for the program that they did on June 3rd. It was
17 amazing, and, yes, it was windy as anything. I
18 was there for most of it, and everyone was having
19 an amazing time. I think it's a great thing to
20 bring everyone together.

21 The only downside I saw of the whole thing
22 is with the parade next year, have someone on
23 Front Street making sure cars stop, because I was
24 in the park and didn't know they were marching in
25 and I saw cars heading east. But it was great,

1 and everyone that was there loved it.

2 And one of our art teachers, Lisa Baglivi,
3 retired, so we're going to miss her next year at
4 Greenport.

5 I do agree with what she was just saying
6 about repaving Sixth Street. I had mentioned this
7 prior, that given the amount of vehicles for the
8 PSEG project, we're using Sixth, and there were
9 some on Fourth as well, and some of the side roads
10 that I personally would like to see some of the
11 money the Village got to repave Fourth and Sixth
12 Street. I mean, Fifth Street is amazing now. We
13 don't have craters anymore we're trying to go
14 over. And like I said last week, this was an
15 amazing project, for all the craziness that led up
16 to accepting this project. As someone who
17 traveled it every day from start to finish, there
18 were very few little hiccups with it.

19 I have to echo what Mr. Saladino said about
20 the stop signs on Fifth and Sixth, and it also
21 fishtails into reducing the speed. I am not
22 against dropping the speed to 25. Let me just
23 start that. I'm not here saying don't do this.
24 But I think what people don't realize is a lot of
25 issues that are being brought here and online are

1 behavioral issues. You can't legislate behavioral
2 issues like people speeding. You can bring the
3 speed limit down, people are still going to speed.
4 It's a sad fact of the times we live in today.

5 The other night I'm laying in bed and I hear
6 a car revving its engine at the red light and I
7 heard it peel out, and this was like at
8 one o'clock in the morning down Front Street. You
9 know, unless there's an officer right there to
10 catch them, nothing's going to be done.

11 And I do -- I don't feel we need stop signs
12 on Fifth or Sixth. That's the neighborhood I grew
13 up in. Yes, some people can go a little faster.
14 Growing up in high school, we used to laugh.
15 People would come from Fifth Street, instead of
16 turning on Clark to Fourth, they turned on our
17 road, on Brown. All the little kids are playing,
18 you know, on the side, and they always used Brown
19 Street. Could never figure that out, you know.
20 But we can't always legislate, you know, the right
21 thing to do.

22 But I don't feel -- like I said last week,
23 this did start with one Trustee saying people are
24 flying down our roads, we need stop signs. No
25 petition was brought in, no one stood up saying

1 the same thing. And yes, I got very upset last
2 week when two of the other Trustees were accused
3 of political gain for the Fifth Avenue signs.
4 That went through the process. There were
5 petitions, all of the neighbors were here. It was
6 a definite safety issue. At the time, I lived on
7 Fifth Avenue. Sometimes we need it, sometimes we
8 don't.

9 So, you know, sometimes instead of changing
10 codes and changing laws, how about we put up a
11 sign coming in off the North Road, I have said
12 this before, like they have in front of Mattituck
13 High School. If there's a way to get a sign
14 that's blinking with your speed, with what the
15 speed limit is supposed to be, that catches your
16 eye. And you say, "Ooh, wait, 30 miles, it says
17 I'm doing 40." Whoop, and you pull your foot off.

18 You know, if there's a way that the cameras
19 could be put on them and you get some tickets out
20 of this, to me, that's going to curtail more than
21 dropping it to 25, because without enforcement,
22 we're still having the same issue as we have at 30
23 miles an hour.

24 You know, sometimes simple is sometimes
25 better than changing laws. I mean, you can go

1 through this whole process, send it to New York
2 State, they're going to want to see a survey.
3 Well, Southold Town Police did one, and they
4 didn't feel it needed to be changed. So, I mean,
5 this can come back from the State saying no,
6 there's no need for it.

7 You know, and like I've said, you can't
8 regulate, unfortunately, people's behavior, and
9 that's what it's turning out to be. So thank you.

10 MAYOR HUBBARD: Anybody else wish to address
11 the Board? Okay. We'll go -- oh.

12 MR. ELKIN: Really quick, sorry. I'll be
13 very brief. Eric Elkin, 912 Main Street.

14 I would just say the blinking sign idea is
15 something we brought up initially when we started
16 talking about the -- changing the speed limit, so
17 I would be 100% in favor of doing that. I don't
18 think it's an either/or. I think that 25 has
19 proven safety gains over 30. So if we were to
20 have a blinking sign in conjunction with the
21 lowering speed limit, I think that would be a
22 great result.

23 And then just, you know, the whole idea of
24 legislating behavior, I'm not a proponent of just
25 slapping up new rules every time you want

1 something changed, but at the end of the day, it's
2 kind of the whole system is legislating behavior.

3 So I agree, that common sense can't be
4 legislated, and respect for others can't be
5 legislated, but we can take the facts we have at
6 our disposal and just kind of look at them and try
7 and apply commonsense decision-making to them.

8 Plenty of room for disagreement on a lot of
9 things, but safety, 30 versus 25 is definitely a
10 tangible fact. And if the Village were open to
11 the idea of a sign that was reminding speeders --
12 Chatty had brought up previously her bus has that
13 type of system in place. There's no doubt, the
14 statistics show that works, so I'd be all for it.
15 Thank you.

16 MAYOR HUBBARD: Thank you. Okay anybody
17 else wish to address?

18 MR. CHARTERS: Gary Charters, 1002 Main
19 Street, Greenport.

20 I just want to let you know that 5:45
21 yesterday morning, the Village nuisance came by my
22 house. It was okay, though, it was a sweeper
23 cleaning the streets, so everything was good. A
24 little joke.

25 (Laughter)

1 MR. CHARTERS: I've lived in my house for 30
2 years. It's just -- agenda Item No. 18 is just a
3 little confusing to me. The Village Board asks a
4 professional to check things out. As Chatty said,
5 they do a survey, make a recommendation, and the
6 Village has an agenda item to do just the opposite
7 of what the professional with the expertise
8 suggests or recommended. I'm a little confused
9 about that.

10 You can make the speed limit whatever you
11 want, and I've said this before, it's not going to
12 make any difference on how fast somebody is going
13 to drive. Enforcement is the answer, whether you
14 -- and I understand that with the State involved,
15 you can only make certain requests, but it's just
16 confusing of why the expert makes the
17 recommendation and the Village doesn't follow the
18 expert's opinion. Thank you.

19 MAYOR HUBBARD: Thank you.

20 MR. LUDACER: Ken Ludacer, again, 133B Sixth
21 Street.

22 Yeah, I just wanted to -- for it to be --
23 for my position to be clear, that Southold Police
24 were seeing how many people were going over 30,
25 speeding over 30. What I'm saying is that 30 is

1 too high to begin with. You can't go 30 down
2 Front Street. So you don't -- so the --
3 basically, the survey is -- seems something to
4 stink, or something that really wasn't addressing
5 the safety of going 30, or if people can go 30.

6 People along Main Street may not have been
7 going above 30, although David Corwin's survey
8 seemed to suggest that they were. But the point
9 is that it's not safe to go 30 down Front Street,
10 and, you know, therefore, you know, having a
11 30-mile-per-hour sign there doesn't make much
12 sense. Thanks.

13 MS. ELKIN: Bridget Elkin, 912 Main Street.
14 I just want to echo what Ken said, that the
15 whole -- when this started, it was about 30 versus
16 25, not whether people were going over 30. And I
17 think what many of us have illustrated many times
18 is that there are enormous safety benefits from
19 field of vision, stopping distance, and survival
20 rate in those five mile per hour. So I have only
21 lived at my location a year, but I do feel that it
22 would be safer.

23 And I feel that this speed study, while it's
24 great that Chief Flatley organized that, it was
25 for two hours, and an hour of it was on Sunday.

1 So I recognize that there's -- there's definite --
2 they have scheduled -- they have scheduled things
3 that we can't always ask them to sit there for
4 three days, but I don't think a two-hour speed
5 study is really reflective of what's going on, and
6 that's not statistically relevant at all, because
7 I think we all in this room can agree that there's
8 a lot of variables that can go on in two hours
9 when an hour of it is on a Sunday.

10 And I -- and Chief Flatley himself said that
11 there are limitations to how much they can enforce
12 in Greenport. They don't have enough people or
13 enough time to put a cop on many of our roads.
14 So, in light of that, I just -- I encourage the
15 change in the sign. As Ken said, why encourage
16 people to go 30 when we're all agreeing, everyone
17 in this room I think has agreed that it's not safe
18 to do that on our roads.

19 I'm happy that it got to this point, but I
20 hope that we can push this forward. And there's a
21 lot of other smart towns on the South Fork and
22 North Fork that have done this, or North Shore
23 that have done this, and they've done it with
24 sweeping, everyone voting yes. So I hope, I would
25 hope that's the case tonight.

1 I thank you for listening to all of our
2 comments, and I hope that this makes the Village a
3 bit safer. Thank you.

4 MAYOR HUBBARD: Okay. Anybody else wish to
5 address the Board? Okay. We'll close the Public
6 Portion of the meeting. We'll move on to the
7 regular agenda.

8 Bye. Have a good evening. Thank you for
9 coming.

10 I'll offer RESOLUTION #06-2018-1,
11 RESOLUTION adopting the June, 2018 agenda as
12 printed. So moved.

13 TRUSTEE ROBERTS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE ROBERTS: RESOLUTION #06-2018-2,
24 RESOLUTION accepting the monthly reports of the
25 Greenport Fire Department, Village Administrator,

1 Village Treasurer, Village Clerk, Village
2 Attorney, Mayor and Board of Trustees. So moved.

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE ROBINS: RESOLUTION #06-2018-3,
14 RESOLUTION ratifying the following resolution
15 previously approved by the Board of Trustees at
16 the Trustees' work session meeting held on
17 June 21st, 2018:

18 RESOLUTION authorizing the request of an
19 extension of time from the Suffolk County
20 Legislature to develop low-income housing at
21 324 Johnson Court, Greenport, New York, within two
22 years of the date of adoption of the extension
23 resolution by the Suffolk County Legislature. So
24 moved.

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-4,
11 RESOLUTION authorizing the hiring of Kathleen
12 Tasca and Daniel Holmes as seasonal, part-time
13 employees at the Village of Greenport Carousel at
14 a pay rate of \$11.00 per hour, effective June 9th,
15 2018. So moved.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: RESOLUTION #06-2018-5,
2 RESOLUTION ratifying the hiring of Dillon Cassidy
3 as a seasonal, part-time Camp Counselor at a pay
4 rate of \$11.00 per hour, effective June 12th,
5 2018. So moved.

6 TRUSTEE ROBERTS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBERTS: RESOLUTION #06-2018-6,
17 RESOLUTION ratifying the hiring of Breanna Shelby,
18 Miguel Gomez, Julian Pringle, Giovanni Iona, and
19 JadyN Maichin as seasonal, part-time Camp
20 Counselors, at a pay rate of \$11.00 per hour,
21 effective June 12th, 2018. So moved.

22 TRUSTEE ROBINS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE ROBINS: RESOLUTION #06-2018-7,
8 RESOLUTION authorizing an increase in the hourly
9 wage rate for Craig Johnson, from \$14.57 per hour
10 to \$15.73 per hour, effective July 4th, 2018 based
11 on the completion of a job-related course of
12 study, per Article VIII, Section 9(c) - Earned
13 Credits - of the collective bargaining agreement
14 currently in force between the Village of
15 Greenport and CSEA Local 1000. So moved.

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-8,
2 RESOLUTION authorizing Treasurer Brandt to perform
3 attached Budget Amendment #3871 for the General
4 Fund for the 2017/2018 Fiscal Year, and directing
5 that Budget Amendment #3871 be included as part of
6 the formal meeting minutes for the June 28, 2018
7 regular meeting of the Board of Trustees. So
8 moved.

9 TRUSTEE PHILLIPS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE PHILLIPS: RESOLUTION #06-2018-9,
20 RESOLUTION authorizing Treasurer Brandt to perform
21 attached Budget Transfer #3875 for the General
22 Fund for the 2017/2018 Fiscal Year, and directing
23 that Budget Transfer #3875 be included as part of
24 the formal meeting minutes for the June 28th, 2018
25 regular meeting of the Board of Trustees. So

1 moved.

2 TRUSTEE ROBERTS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE ROBERTS: RESOLUTION #06-2018-10,
13 RESOLUTION authorizing Treasurer Brandt to perform
14 attached Budget Transfer #3878 for the Fire
15 Department for the 2017/2018 Fiscal Year, and
16 directing that Budget Transfer #3878 be included
17 as part of the formal meeting minutes for the
18 June 28th, 2018 regular meeting of the Board of
19 Trustees. So moved.

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: RESOLUTION #06-2018-11,
6 RESOLUTION authorizing Treasurer Brandt to perform
7 attached Budget Transfer #3879 for the Electric,
8 Water and Sewer Funds for the 2017/2018 Fiscal
9 Year, and directing that Budget Transfer #3879 be
10 included as part of the formal meeting minutes for
11 the June 28th, 2018 regular meeting of the Board
12 of Trustees. So moved.

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-12,
24 RESOLUTION authorizing Treasurer Brandt to make an
25 additional contribution in the amount of

1 \$18,863.00 to the Volunteer Firefighter Length of
2 Service Award Program for the Village of Greenport
3 Fire Department. So moved.

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE PHILLIPS: RESOLUTION #06-2018-13,
15 RESOLUTION adopting the attached SEQRA resolution
16 regarding the proposed local law of 2018 amending
17 Chapter 132 (Vehicles and Traffic) of the Village
18 of Greenport; adopting lead agency status,
19 determining the adoption of the local law amending
20 Chapter 132 to be an Unlisted Action, determining
21 that the adoption of the local law will not have a
22 significant negative Impact on one or more aspects
23 of the environment, and adopting a negative
24 declaration for purposes of SEQRA. So moved.

25 TRUSTEE ROBERTS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBERTS: RESOLUTION #06-2018-14,
11 RESOLUTION adopting Local Law # of 2018, amending
12 Village of Greenport Code Chapter 132 (Vehicles
13 and Traffic) to add two (2) additional handicap
14 parking spots -- spaces at Manor Place on the side
15 of the Holy Trinity Church at 768 Main Street. So
16 moved.

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: RESOLUTION #06-2018-15,
3 RESOLUTION adopting the attached SEQRA resolution
4 regarding the proposed local law of 2018 amending
5 Chapter 132 (Vehicles and Traffic) of the Village
6 of Greenport; adopting lead agency status,
7 determining the adoption of the local law amending
8 Chapter 132 to be an Unlisted Action, determining
9 that the adoption of the local law will not have a
10 neg -- will not have a significant negative impact
11 on one or more aspects of the environment, and
12 adopting a negative declaration for purposes of
13 SEQRA. So moved.

14 TRUSTEE PHILLIPS: Jack.

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: I apologize. Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-16,

1 RESOLUTION adopting Local Law #, whatever, at --
2 of 2018, amending the Village of Greenport Code
3 Chapter 132 (Vehicles and Traffic) to add a stop
4 sign southbound on Fifth Street at Johnson Place,
5 and to add a stop sign southbound on Sixth Street
6 at Johnson Place. So moved.

7 TRUSTEE PHILLIPS: Second. And I have a
8 question. During the work session, we did discuss
9 the possibility of this being a seasonal stop
10 sign. Is that something that we're still
11 pursuing, or has that been changed by the wording
12 of this resolution? I thought we were discussing
13 a seasonal stop sign.

14 MAYOR HUBBARD: We discussed that, but if we
15 did that, it would -- we would actually change it.
16 We would not be able to vote on it at this time,
17 because it has to be posted for eight days.

18 TRUSTEE PHILLIPS: And we -- Doug, I know --
19 Trustee Roberts, I know that your very strong
20 feeling of the stop sign. Are you interested in
21 the signage being dealing with children at play
22 down there instead to warn people that there are a
23 lot of activity at the park?

24 TRUSTEE ROBERTS: So, to clarify, I think
25 this is a commonsense good idea, and I ran it by a

1 bunch of people who didn't say no. If the Board
2 doesn't think that this is a problem, then I'll
3 just be outvoted. I'm not going to bleed for it.

4 Yeah, a sign, I mean, I've read some stuff
5 that says that that signage doesn't work, but
6 everything will help. So I -- and I'm still --
7 what I said at the work session, I will commit to
8 you that I will -- we can go through the process
9 again and make it seasonal and I'll support that.
10 I think it's -- it's really just two months a year
11 that that becomes a de facto park, so --

12 TRUSTEE PHILLIPS: So would you entertain
13 tabling this resolution to -- or do you want to go
14 through the process to make it seasonal?

15 TRUSTEE ROBERTS: So the Mayor's suggestion
16 was that we -- do I have this right, Mayor?

17 MAYOR HUBBARD: Yes.

18 TRUSTEE ROBERTS: We vote on it now, so we
19 could put it up now, and that next month we
20 schedule a hearing on making it seasonal, and then
21 do that, right?

22 MAYOR HUBBARD: Correct. That's what I had
23 said at the work session --

24 TRUSTEE PHILLIPS: Okay, okay.

25 MAYOR HUBBARD: -- because you need eight

1 days for it to be noticed once you change it.

2 TRUSTEE PHILLIPS: I'm just asking. Okay.

3 MAYOR HUBBARD: And then we wouldn't be able
4 to vote on it now. By the time we did it, the
5 season would be over.

6 TRUSTEE PHILLIPS: Okay. I'm just asking.

7 MAYOR HUBBARD: That's why if we were going
8 to do it, to do this now. As soon as it's
9 approved by the State, the signs could be up the
10 second week of July and they'd be there for the
11 season, and then we can work on making it seasonal
12 after the fact.

13 TRUSTEE PHILLIPS: Okay. I just wanted a
14 clarification.

15 MAYOR HUBBARD: Yeah.

16 TRUSTEE PHILLIPS: Because my notes weren't
17 too clear by that point of the night.

18 MAYOR HUBBARD: Okay. When we talked about
19 that, I asked the Village Attorney about that. He
20 said it has to be noticed for eight days if we
21 changed from the time we had the public hearing
22 and start is over again. That's why I said let's
23 vote on this as is, if we're going to do it, and
24 have the signs in place for the season.

25 TRUSTEE PHILLIPS: Okay. As I said, my

1 notes weren't quite clear and that's why I'm
2 asking the question.

3 MAYOR HUBBARD: That's fine. Any other
4 discussion?

5 TRUSTEE ROBINS: I just want to say, I still
6 do believe that, you know, different signage would
7 be more effective. The two-month option, you
8 know, I'm not going to -- I'm not going to say no
9 to it, okay? So if we're going to bring it up
10 again next month, I'll vote yes tonight, okay?

11 TRUSTEE ROBERTS: Yeah. I guess I would say
12 that none of us up here are traffic experts. I
13 think, Mayor, you're the closest thing we got to
14 it, you seem to know a lot about this stuff. Our
15 neighborhood mostly supports it or is neutral on
16 it, I mean, our block.

17 So Ken wrote in during the public hearing
18 period and said something like -- what did you
19 say? "Clearly, the absence of stop signs on
20 Johnson Street can only embolden this reckless
21 behavior," talking about drag strips. Zimardo,
22 Dinni, that's -- Whittle is on the other side of
23 the street, then he didn't comment, but Zimardo
24 wrote a note in saying let's do it. Dinni said
25 she's up for something. Sorry.

1 MR. SALADINO: I was at the meeting. Where
2 was that?

3 TRUSTEE ROBERTS: Mr. Mayor, is this --

4 MAYOR HUBBARD: Yes.

5 TRUSTEE ROBERTS: -- Public Portion now or us?

6 MAYOR HUBBARD: No.

7 TRUSTEE ROBERTS: Okay, thanks. So, you
8 know, I -- we have one -- one email came in during
9 the public hearing portion, I could read it into
10 the record. I think most people feel like this
11 is -- around our neighborhood feel like this is a
12 no-brainer, but, like I said, if the -- I do
13 support seasonal, and I'd love to see, you know,
14 "Slow For Kids" signs. And, Trustee Phillips, if
15 you're going to go on a -- I know that we talked
16 at the work session, you were going to go on a --
17 sort of an exploration around crosswalks. If you
18 think that's a solution, you know, I'll support
19 that, too. Whatever, whatever the Board wants.

20 TRUSTEE PHILLIPS: Okay.

21 MAYOR HUBBARD: Okay. Any other discussion?

22 TRUSTEE MARTILOTTA: No.

23 MAYOR HUBBARD: Okay. All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: RESOLUTION #06-2018-17,
8 RESOLUTION adopting the attached SEQRA resolution
9 regarding the proposed local law of 2018 amending
10 Chapter 132 (Vehicles and Traffic) of the Village
11 of Greenport; adopting lead agency status,
12 determining the adoption of the local law amending
13 Chapter 132 to be an Unlisted Action, determining
14 that the adoption of the local law will not have a
15 significant negative impact on one or more aspects
16 of the environment, and adopting a negative
17 declaration for the purposes of SEQRA. So moved.

18 TRUSTEE ROBERTS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBERTS: Oh, sorry. RESOLUTION
4 #06-2018-17 -- no. RESOLUTION #06-2018-18,
5 RESOLUTION adopting Local Law #, blank, of 2018,
6 amending the Village of Greenport Code Chapter 132
7 (Vehicles and Traffic) to adopt a speed limit of
8 25 miles per hour on Main Street from Bridge
9 Street to Front Street, and on Front Street from
10 Main Street to Sixth Street, subject to New York
11 State approval where approval is required. So
12 moved.

13 TRUSTEE ROBINS: I'll second, but I want
14 the --

15 MAYOR HUBBARD: Okay.

16 TRUSTEE ROBINS: -- Clerk to call the roll.

17 MAYOR HUBBARD: All right. Discussion?

18 TRUSTEE PHILLIPS: I have discussion, okay?
19 Mayor, may I read? I would like to read something
20 in on my thoughts on this, because I have been
21 thinking about this extremely hard. And after
22 giving my reasons, I may ask to table this
23 resolution for those reasons.

24 Before and after the public hearing on this
25 proposed change of speed, I listened, read the New

1 York State DOT web information, New York
2 Conference of Mayors March 2017 publication titled
3 "Streets, Sidewalks and Everything in Between",
4 research papers, informational community pages
5 that mentioned in each publication that lowering
6 the speed limit is not going to stop speeders
7 without evaluating other infrastructure needs to
8 address public safety concerns. They recommend a
9 community needs to evaluate the surrounding area's
10 traffic patterns, incorporate other traffic
11 calming techniques if they want drivers not to
12 speed for the safety of pedestrians.

13 In reviewing a court case and a final
14 outcome titled Torturro Decision, the court
15 acknowledges this expert's testimony in their
16 decision. To quote, "That it was known among
17 traffic engineers that straight wide roads with
18 little interference from pedestrians and other
19 vehicles," "encourage speeding, because the
20 drivers feel more comfortable on roadways with
21 these characteristic," and "that traffic calming
22 measures deter speeding, because they cause
23 drivers to become more cautious, and that such
24 measures are known to reduce the overall speed on
25 highways." This is on page 485 of the decision.

1 Front Street, when entering the Village,
2 already has some established calming techniques in
3 reduction of speed in place to slow down from the
4 45 mile per hour speed limit on Main Road Route.
5 Vehicles entering from Route 48 on to Main Street,
6 in observation of the current road, there is
7 nothing to at all create the calming traffic
8 techniques similar to the ones that were
9 incorporated into repaving sections of Main Street
10 project last year.

11 Safety for all users of our roadways and
12 liability issues to the Village should be taken
13 into consideration in any active legislation we
14 create to improve the quality of life for our
15 community. Pedestrian safety is the major
16 objective for the discussion and this proposed
17 resolution. Recommendations by traffic engineers
18 that have the expertise to guide one on this
19 situation indicate that changing the speed is only
20 a small part of the work needed to create the safe
21 environment that residents along Main Street and
22 Front Street are requesting.

23 Let us take the time and effort to create a
24 traffic management plan that should accomplish
25 safety that all community members want and will be

1 supported by all.

2 So I would like to entertain a motion to
3 table this resolution until October, until we have
4 the time frame to look at what we could do in --
5 along with reducing the speed, but also in putting
6 some calming traffic efforts into that section of
7 Main Street that we all know is a wide open road,
8 and has the concern of the residents. So I'm
9 putting -- I'm requesting that we table the
10 resolution until October.

11 MAYOR HUBBARD: Is there a second on the
12 motion to table?

13 (No Response)

14 MAYOR HUBBARD: Okay. Motion is not tabled.
15 Any other discussion?

16 TRUSTEE ROBERTS: We've had enough, haven't we?

17 MAYOR HUBBARD: What's that?

18 TRUSTEE ROBERTS: We've had enough
19 discussion, haven't we?

20 MAYOR HUBBARD: Yeah, exactly. All in
21 favor?

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE ROBINS: Oh, no. I was going to ask
25 you to call --

1 TRUSTEE MARTILOTTA: Oh, call --

2 MAYOR HUBBARD: What's that?

3 TRUSTEE ROBINS: I was going to ask you to
4 call the roll. We're voting on the resolution or
5 to table it?

6 MAYOR HUBBARD: No. No, there was no second
7 on the tabling. We're not tabling. We're voting,
8 we're voting on the resolution.

9 TRUSTEE ROBINS: Okay. I'm a no vote on the
10 resolution.

11 TRUSTEE PHILLIPS: I'm an abstention.

12 MAYOR HUBBARD: You're what?

13 TRUSTEE PHILLIPS: I'm abstaining.

14 MAYOR HUBBARD: You're abstaining. Okay.

15 TRUSTEE ROBERTS: Should we get a roll call
16 for the record?

17 MAYOR HUBBARD: I can -- let's do a roll
18 call vote, then I --

19 CLERK PIRILLO: Okay.

20 (Roll call by Village Clerk)

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: No.

23 TRUSTEE MARTILOTTA: Yes.

24 TRUSTEE PHILLIPS: I'm abstaining, because I
25 don't feel we have enough information.

1 MAYOR HUBBARD: Yes.

2 Motion approved three to one, with one
3 abstention.

4 CLERK PIRILLO: Thank you.

5 TRUSTEE ROBERTS: I read that one.

6 TRUSTEE ROBINS: Okay. RESOLUTION
7 #06-2018-19, RESOLUTION approving the Public
8 Assembly Permit Application submitted by the
9 Standard Hose Company of the Greenport Fire
10 Department for the use of the grounds at the Third
11 Street Firehouse on August 18th, 2018 for the
12 annual Chicken Barbecue Fundraiser. So moved.

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-20,
24 RESOLUTION approving the Public Assembly Permit
25 Application submitted by Dinni Gordon on behalf of

1 Sister Margaret Smyth of the North Fork Spanish
2 Apostolate -- pardon me -- for the use of a
3 portion of Mitchell Park beginning at 11:00 a.m.
4 through 1:00 p.m. on June 30th, 2018 for the --
5 for a Families Belong Together rally. So moved.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: RESOLUTION #06-2018-21,
17 RESOLUTION approving the Public Assembly Permit
18 Application submitted by the Relief Hose and
19 Phenix Hook and Ladder Companies of the Greenport
20 Fire Department for the use of the Polo Grounds on
21 Moores Lane from 6:00 p.m. through midnight from
22 July 3rd, 2018 through July 7th, 2018 for the
23 annual Carnival Fundraiser, with fireworks
24 displays to be held on July 5th, 2018 and
25 July 7th, 2018. So moved.

1 TRUSTEE ROBERTS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBERTS: RESOLUTION #06-2018-22 --

12 excuse me -- RESOLUTION approving the following
13 musical performance schedule and payments for the
14 2018 Dances in the Park program, to be expensed
15 from account A.7312.400 (Arts and Culture
16 Exhibitions):

17 July 2nd, 2018 - Who Are Those Guys - 900 bucks

18 July 9th, 2018 - Vendettas - \$1,000

19 July 16th, 2018 - Southbound - \$1,200

20 July 23rd, 2018 - That Motown Band - \$1,200

21 July 30th, 2018 - Abrazos - \$2,500

22 August 6th, 2018 - No Request Band - \$1,100

23 August 13th, 2018 - Winston Irie - \$1,300

24 August 20th, 2018 - Cravin Band - \$1,200

25 August 27th, 2018 - Gene Casey and the Lonesharks

1 - \$1,200. So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE ROBINS: RESOLUTION #06-2018-23,
13 RESOLUTION approving the attached annual agreement
14 between the Town of Southold and the Village of
15 Greenport regarding the Marine Pump-Out Station,
16 and authorizing Mayor Hubbard to sign the
17 agreement between the Town of Southold and the
18 Village of Greenport regarding the Marine Pump-
19 Out Station. So moved.

20 TRUSTEE MARTILOTTA: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-24,
6 RESOLUTION authorizing the solicitation of bids
7 for the purchase of a new wood-chipping machine to
8 be used by the Electric and Road Departments, and
9 directing Clerk Pirillo to notice the solicitation
10 of bids accordingly. So moved.

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: RESOLUTION #06-2018-25,
22 RESOLUTION approving the attached agreement in the
23 amount of \$160,679.79 between the Village of
24 Greenport and DeAl Concrete Corporation regarding
25 the replacement of selected ramps, sidewalks,

1 curbs and driveway aprons on Fifth Street in the
2 Village of Greenport, and authorizing Mayor
3 Hubbard to sign an agreement between the Village
4 of Greenport and DeAl Concrete. So moved.

5 TRUSTEE ROBERTS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBERTS: RESOLUTION #06-2018-26,
16 RESOLUTION approving the attached agreement in the
17 amount of \$144,342.50 between the Village of
18 Greenport and DeAl Concrete Corporation regarding
19 construction and services related to the road-end
20 drainage project on Fifth Street in the Village of
21 Greenport, and authorizing Mayor Hubbard to sign
22 the agreement between the Village of Greenport and
23 DeAl Concrete. So moved.

24 TRUSTEE ROBINS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBINS: RESOLUTION #06-2018-27,
10 RESOLUTION approving the attached agreement in the
11 amount of \$21,000.00 between the Village of
12 Greenport and DeAl Concrete Corporation regarding
13 construction and services related to the
14 replacement of the concrete culvert on Wiggins
15 Street in the Village of Greenport, and
16 authorizing Mayor Hubbard to sign the agreement
17 between the Village of Greenport and DeAl
18 Concrete. So moved.

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 RESOLUTION approving the attached agreement in the
2 amount of approximately \$3,750.00 between the
3 Village of Greenport and Costello Marine
4 Contracting Corporation regarding materials and
5 labor necessary for the bolt replace -- excuse me,
6 bolt repairs (at a price of \$750.00 per hour) to
7 the East Dock at The Village of Greenport Mitchell
8 Park Marina, and authorizing Mayor Hubbard to sign
9 the agreement between The Village of Greenport and
10 Costello Marine Contracting Corporation. So
11 moved.

12 TRUSTEE ROBERTS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBERTS: RESOLUTION #06-2018-30,
23 RESOLUTION approving the attached agreement
24 between the Village of Greenport and Enid Hatton
25 for the painting of one or more Inner scenic

1 panels for the Village of Greenport Carousel, at a
2 fee of \$1,250 per panel, and authorizing Mayor
3 Hubbard to sign the agreement between the Village
4 of Greenport and Enid Hatton. So moved.

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: RESOLUTION #06-2018-31,
16 RESOLUTION approving the attached agreement
17 between the Village of Greenport and Jada Rowland
18 for the painting of one or more inner scenic
19 panels for the Village of Greenport Carousel, at a
20 fee of \$1,250 per panel, and authorizing Mayor
21 Hubbard to sign the agreement between the Village
22 of Greenport and Jada Rowland. So moved.

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-32,
9 RESOLUTION approving the attached agreement
10 between the Village of Greenport and Cliff Miller
11 for the painting of one or more inner scenic
12 panels for the Village of Greenport Carousel, at a
13 fee of \$1,250 per panel, and authorizing Mayor
14 Hubbard to sign the agreement between the Village
15 of Greenport and Cliff Miller. So moved.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: RESOLUTION #06-2018-33,
2 RESOLUTION approving the attached agreement
3 between the Village of Greenport and W.A. Dodge
4 for the painting of one or more inner scenic
5 panels for the Village of Greenport Carousel, at a
6 fee of \$1,250 per panel, and authorizing Mayor
7 Hubbard to sign the agreement between the Village
8 of Greenport and W.A. Dodge. So moved.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBERTS: RESOLUTION #06-2018-34,
20 RESOLUTION approving the attached agreement
21 between the Village of Greenport and Scott Hewett
22 for the painting of one or more inner scenic
23 panels for the Village of Greenport Carousel, at a
24 fee of \$1,250 per panel, and authorizing Mayor
25 Hubbard to sign the agreement between the Village

1 of Greenport and Scott Hewett. So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE ROBINS: RESOLUTION #06-2018-35,
13 RESOLUTION ratifying the -- ratifying the hiring
14 of Ryan Weingart as a part-time, seasonal Parking
15 Code Enforcement Officer for the Village of
16 Greenport, at a wage rate of \$15.00 per hour,
17 effective June 8th, 2018.

18 So moved.

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-36,
5 RESOLUTION scheduling a public hearing for
6 7:00 p.m. on July 26, 2018 at the Third Street
7 Firehouse, Third and South Streets, Greenport, New
8 York, 11944 regarding the Wetlands Permit
9 Application submitted by Brooke Epperson on behalf
10 of Erika Cabral, to construct a new garage,
11 covered cabana, hot tub and pool; with 11,540
12 cubic feet of dirt removed from the site, on the
13 property at 127 Bay Avenue, Greenport, New York,
14 11944; and directing Clerk Pirillo to notice the
15 public hearing accordingly. So moved.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: RESOLUTION #06-2018-37,
2 RESOLUTION authorizing the use of the professional
3 services of the firm of Sinnreich, Kosakoff, and
4 Messina as additional external counsel, in regard
5 to the current litigation between the Village of
6 Greenport and Genesys Engineering. So moved.

7 TRUSTEE ROBERTS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE ROBERTS: RESOLUTION #06-2018-38,
18 RESOLUTION scheduling a public hearing for
19 7:00 p.m. on July 26th, 2018 at the Third Street
20 Firehouse, Third and South Streets, Greenport, New
21 York, 11944 regarding a proposed amendment to
22 Chapter 103 (Rental Properties) to create
23 regulations regarding the transient or short-term
24 rental of residential properties and units; and
25 directing Clerk Pirillo to notice the public

1 hearing accordingly. So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: Okay. Just a brief
4 discussion on this. I spoke to the Village
5 Attorney this evening. I'm going to get together
6 with the Village Administrator, the Village
7 Attorney and myself to go over wording of what
8 we're going to do, exactly what we're going to
9 propose on this proposed law. We're going to meet
10 on Monday or Tuesday, or both, whatever's needed,
11 to get it out to the Board, so the Board has it to
12 review it for a week, discussion from the Board.

13 TRUSTEE PHILLIPS: Okay.

14 MAYOR HUBBARD: And then, hopefully, by
15 July 9th, which would be the following Monday, we
16 could have it published --

17 TRUSTEE MARTILOTTA: Sure.

18 MAYOR HUBBARD: -- to the public, so they
19 have more than enough time to review it to go over
20 it. That's just a timeline of what I'm going to
21 try to do with it. We're going to try to put
22 together everything, because we had different
23 versions, we had different discussions.

24 Newsday called, some of us talked to Newsday
25 about it, and everything else. I just want the

1 public and everybody to know, this is where we're
2 going with it. We'll have a firm copy between the
3 Village Management Team to the Trustees Tuesday.
4 With the holiday, maybe not.

5 TRUSTEE MARTILOTTA: Yeah.

6 MAYOR HUBBARD: Latest will be Thursday, but
7 then out to the public by July 9th, so everybody
8 has time to review it and talk about it.

9 TRUSTEE PHILLIPS: Thank you, Mayor.

10 MAYOR HUBBARD: Okay? Any other discussion?

11 (No Response)

12 MAYOR HUBBARD: Okay. All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE ROBINS: RESOLUTION #06-2018-39,
22 RESOLUTION approving all checks per the Voucher
23 Summary Report dated June 25th, 2018, in the total
24 amount of \$783,256.10 consisting of:

25 o All regular checks in the amount of

1 \$783,256.10.

2 So moved.

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: RESOLUTION #06-2018-40,

14 RESOLUTION approving all checks for the Fiscal

15 Year 2018/2019 per the Voucher Summary Report

16 dated June 25th, 2018, In the total amount of

17 \$378,965.21 consisting of:

18 o All regular checks in the amount of

19 \$335,168.17, and

20 o All prepaid checks (including wire

21 transfers) in the amount of \$43,797.04.

22 So moved.

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 Okay. I just want to wish everybody a happy
9 Fourth of July that's coming up. Summer's
10 started. The real summer temperatures are going
11 to be here over the next couple of days, so be
12 careful, enjoy the weather. Enjoy Greenport and
13 all.

14 And I'll offer a motion to adjourn the
15 meeting at 8:40.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried. We're

1 adjourned. Have a good summer.

2 MR. CHARTERS: Would be good, but it's only
3 8:20.

4 MAYOR HUBBARD: It was the glare. All
5 right. Well, that looks like 8 --

6 AUDIENCE MEMBER: It's 8:20.

7 MAYOR HUBBARD: 8:20, excuse me.

8 (The meeting was adjourned at 8:20 p.m.)

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VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018	Period: 5	Trans Type: B1 - Transfer	Status: Balch
Trans No: 3879	Trans Date: 05/31/2018	User Ref: ROBERT	
Requested: R. BRANDT	Approved:	Created by: ROBERT	06/14/2018
Description: FISCAL YEAR END 2017-2018 BUDGET TRANSFERS FOR THE ELECTRIC, WATER AND SEWER FUNDS			Account # Order: No
			Print Parent Account: No

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

VILLAGE OF GREENPORT

Budget Adjustment Form

Account No.	Account Description	Amount
G.7852.400	PILOT TO GENERAL FUND..	3,060.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	1,116.00
G.8110.400	ELECTRIC SERVICE..	8,100.00
G.8110.407	EMPLOYEE TRAINING..	1,230.00
G.8130.403	CHEMICALS..	5.00
G.8110.700	INTEREST ON LTD..	-12,850.00
G.9060.800	HOSPITALIZATION.EMPLOYEE BENEFITS	-6,255.00
E.0721	POWER PURCHASED	59,700.00
	Total Amount:	0.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE
TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES
AT MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create two additional handicap parking spaces at Manor Place on the side of 768 Main Street the Holy Trinity Church;

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create two additional handicap spaces on Manor Place on the side of 768 Main Street is an unlisted action for purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and
Will not impair the character or quality of the existing community; and
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and

Will not result in an increase in the potential for erosion, flooding or drainage problems;
and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee _____ seconded by Trustee _____,

In Favor _____

Against: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-57 TO ADD TWO NEW HANDICAP SPACES			
Project Location (describe, and attach a location map): FIFTH STREET AND SIXTH STREET			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW TO ADD TWO NEW HANDICAP SPACES			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 0 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

Project: Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	
Date:	

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT	JUNE 26, 2018
Name of Lead Agency	Date

Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
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Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
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PRINT FORM

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-57
TO CREATE TWO NEW HANDICAP PARKING SPACES

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces at Manor Place on the side of the Holy Trinity Church.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces on Main Street at Manor Place on the side of the Holy Trinity Church.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.

May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE
TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES AT
MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

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 132-57

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section
132-57 of the Greenport Village Code to Add Two (2) Additional Handicap Parking
Spaces at Manor Place on the side of 768 Main Street - the Holy Trinity Church".

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 2018, 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 to create two (2) additional handicap parking space to address the needs of the residents of the Village.

2.0 General Provisions.

2.1 The language of Section 132-57 of the Greenport Village Code regarding Handicap parking at Manor Place on the side of 768 Main Street - the Holy Trinity Church shall be amended to read as follows:

Name of Street	Number of Spaces	Location
Manor Place	2	On the side of 768 Main Street - the Holy Trinity Church

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.

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-43 (SCHEDULE V)
OF THE GREENPORT VILLAGE CODE
TO ADD ADDITIONAL STOP INTERSECTIONS
ON FIFTH AND SIXTH STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to add additional stop intersections on Fifth Street and Sixth Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to create two additional stop intersections on Fifth Street and Sixth Street; and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code;

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and

Will not impair the character or quality of the existing community; and

Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and

Will not result in an increase in the potential for erosion, flooding or drainage problems; and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee _____ seconded by Trustee _____.

In Favor _____

Against: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-43 TO ADD TWO STOP INTERSECTIONS			
Project Location (describe, and attach a location map): FIFTH STREET AND SIXTH STREET			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW TO ADD TWO NEW STOP INTERSECTIONS			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 0 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Consistent with the adopted comprehensive plan?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban				
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If yes, explain purpose and size: _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I FIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>VILLAGE OF GREENPORT</u>	Date: <u>JUNE 26, 2018</u>	
Signature: _____		

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project: _____
Date: _____

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT _____ JUNE 26, 2018 _____
Name of Lead Agency Date

Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)

PRINT FORM

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-43 SCHEDULE V STOP INTERSECTIONS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-43 Schedule V Stop Intersections of the Greenport Village Code to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-43 Schedule V Stop Intersections to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.

May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018
AMENDING SECTION 132-43 (SCHEDULE V) OF THE GREENPORT
VILLAGE CODE
TO CREATE ADDITIONAL STOP INTERSECTIONS
ON FIFTH AND SIXTH STREETS

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
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section 132-57 of the Greenport Village Code to Add Additional Stop Intersections at Fifth and Sixth Streets”.

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 2018, 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 to create an additional handicap parking space to address the needs of the residents of the Village.

2.0 General Provisions.

2.1 The language of Section 132-43 (Schedule V) Stop Intersections of the Greenport Village Code shall be amended to add the following:

Stop Sign on	Direction of Travel	At the Intersection of
Fifth Street	South	Johnson Place
Sixth Street	South	Johnson Place

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.

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-45 SCHEDULE VII
OF THE GREENPORT VILLAGE CODE
TO SET A SPEED LIMIT OF 25 MPH ON FRONT AND MAIN STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street is an unlisted action for purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and
Will not impair the character or quality of the existing community; and
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and

Will not result in an increase in the potential for erosion, flooding or drainage problems; and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee _____ seconded by Trustee _____,

In Favor _____

Against: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
VILLAGE OF GREENPORT			
Name of Action or Project: ADOPTION OF A LOCAL LAW AMENDING SECTION 132-45 TO SET A SPEED LIMIT OF 25MPH ON FRONT AND MAIN STREETS			
Project Location (describe, and attach a location map): FRONT AND MAIN STREETS			
Brief Description of Proposed Action: ADOPTION OF A LOCAL LAW SETTING THE SPEED LIMIT ON FRONT AND MAIN STREETS AT 25 MPH			
Name of Applicant or Sponsor: VILLAGE OF GREENPORT		Telephone: 631 477 1243	
		E-Mail:	
Address: 236 THIRD STREET			
City/PO: GREENPORT		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 0 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0 acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>VILLAGE OF GREENPORT</u>		Date: <u>JUNE 26, 2018</u>
Signature: _____		

Project: Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only (If applicable)

Project: _____
Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT JUNE 26, 2018
Name of Lead Agency Date

Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)

PRINT FORM

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-45 SCHEDULE VII SPEED LIMITS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE
ENVIRONMENTAL CONSERVATION LAW

ACTION:

Adoption of a local law of 2018 Amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street.

NAME AND ADDRESS OF LEAD AGENCY:

Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:

Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:

Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:

Adoption of a local law of 2018 amending Section 132-45 Schedule VII speed limits to set a speed limit of 25 mph on Front Street and Main Street.

REASONING SUPPORTING THE DETERMINATION

The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.

March 9, 2018

LOCAL LAW NO. OF THE YEAR 2018
A LOCAL LAW AMENDING SECTION 132-45 SCHEDULE VII
OF THE GREENPORT VILLAGE CODE
REGARDING VILLAGE SPEED LIMITS

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 132-45 Schedule VII Speed Regulations.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 132-45
Schedule VII Speed Regulations of the Greenport Village Code.

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 2018, a Local Law of the Village of
Greenport.

1.3. Effective Date.

March 9, 2018

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 to adopt an area speed limit of 25 miles per hour on Front Street and Main Street in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-45 Schedule VII Speed Limits of the Greenport Village Code, is hereby amended to add the following:

Name of Street	Speed Limit	Location
Main Street	25 mph	Bridge Street to Front Street
Front Street	25 mph	Main Street to Sixth Street

2.2 New York State Approval

In the event that New York State approval is required for a reduction of the speed limit from 30 miles per hour to 25 miles per hour on a State owned road in the Village of Greenport, then the lower speed limit of 25 miles per hour shall take effect on those State owned roads upon the approval of New York State.

3.0 Severability

In the event that one or more provisions of this local law may be deemed to be invalid, the remaining portions of the local law shall remain in full force and effect.

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Intermunicipal Agreement

This Agreement (“Agreement”) is between the **Town of Southold (“Town”)**, a municipal corporation of the State of New York, having an office at **53095 Route 25, Southold, New York 11971** and the **Village of Greenport, a municipal corporation of the State of New York** having an office at **236 Third Street, Greenport, New York 11944.**

Term of Agreement: Shall be from June 1, 2018 through October 31, 2018

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

Whereas, the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

Whereas, the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning June 1, 2018 through October 31, 2018, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village waterways shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals shall at all times remain and considered to be employees of the Town.

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Out Station at a rate of fifty cents (\$0.50) per gallon. The Mitchell Marina Dock Master or his/ her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of this agreement. The Town agrees to hold harmless and indemnify the Village and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees while acting within their scope or capacity of this agreement.

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$1,000,000 and \$1,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

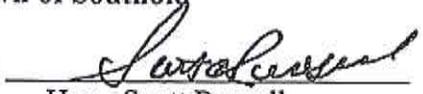
7. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Southold

By: _____


Hon. Scott Russell
Supervisor

Date: _____

6/11/18

Village of Greenport

By: _____

Hon. George W. Hubbard, Jr.
Mayor

Date: _____

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the 1st day of June, in the year 2018, before me, the undersigned, personally appeared Scott A. Russell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren M. Standish
Signature and office of person taking the
Acknowledgement

LAUREN M. STANDISH
Notary Public, State of New York
No. 01ST6164008
Qualified in Suffolk County
Commission Expires April 9, 2019

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement



Town of Southold
Long Island, NY

Adopted
Jun 5, 2018 7:30 PM

Resolution
RES-2018-548

Agreement with Greenport Village - Pump-Out Station

Information

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

Body

RESOLVED that the Town Board of the Town of Southold authorizes the Town Supervisor to execute an inter-municipal agreement with the Village of Greenport regarding the supply of Town Pump Out Boat Services to the Village of Greenport during special events and times of emergency need, as well as the offload of effluent wastes for the Town Pump Out Boat at the Village of Greenport Pump Out Station for the period of June 1, 2018 to October 31, 2018, subject to approval by the Town Attorney.

Meeting History

Jun 5, 2018 7:30 PM Video	Town Board	Regular Meeting	Draft
RESULT:	ADOPTED [UNANIMOUS]		
MOVER:	James Dinizio Jr, Councilman		
SECONDER:	Jill Doherty, Councilwoman		
AYES:	James Dinizio Jr, William P. Ruland, Jill Doherty, Robert Ghosio, Louisa P. Evans, Scott A. Russell		

Discussion

Add Comment

AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DEAL") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons (the "Project").

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Contract Work as detailed in the DeAl Concrete Corp. proposal to the Village of Greenport dated April 30, 2018 (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Fifth Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons replace as existing (the "Contract Work").

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the Proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment, by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional task orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete Corp. shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of one hundred sixty thousand six hundred and fifteen dollars and seventy-nine cents (\$160,679.79) which shall be payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including

but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

DeAl Concrete Corp. shall perform the Contract Work in accordance with the Proposal attached to this Contract. DeAl Concrete Corp. shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAl Concrete and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAl Concrete Corp. which pursuant to this Agreement and the Proposal shall continue after the completion of the Contract Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village to DeAl Concrete Corp. for the completion of the Contract Work.

6. **PAYMENT**

DeAl Concrete Corp., shall submit on DeAl Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAL Concrete Corp. and DeAl Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by DeAl Concrete Corp. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress of the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAl Concrete Corp. with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

DeAl Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Contract Work under this Agreement and that all such personnel shall be employees of DeAl Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAl Concrete Corp., consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Village by reason of this Agreement or their work or involvement in providing the

Contract Work, to any agency or department, in any forum or review of the Project or otherwise.

9. **INSURANCE**

DeAl Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAl Concrete Corp. shall provide evidence of such coverage to Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAl Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl Concrete Corp., its officers, employees, agents, or representatives in the performance of Contract Work under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of Contract Work contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate such

notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

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

C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Contract Work as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable change order signed by all parties.

12. TIME FOR PERFORMANCE; DELAYS

DeAl Concrete Corp. shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl Concrete Corp. shall expeditiously pursue the completion of the Contract Work after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the Contract Work by DeAl Concrete Corp. is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl Concrete Corp., and without the fault or negligence of DeAl Concrete Corp., the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed change order only.

13. TERMINATION

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. DeAl Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. DeAl Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

DeAl Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, DeAl Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

TO DeAl Concrete Corp.: DeAl Concrete Corp.
PO Box 2038
St. James, New York 11780

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

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

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated April 30, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DEAL Concrete Corp. effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

DEAL CONCRETE CORP.

BY: _____

ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF _____)
)ss:
COUNTY OF _____)

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

(SEAL) _____
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL) _____
Notary Public

DeAl Concrete Corp.

P.O. Box 203B
St James NY. 11780
631-319-6117

Estimate

Estimate No: 197
Date: 04/30/2018

For: VILLAGE OF GREENPORT
DBAUMER@GREENPORTVILLAGE.ORG
236 THIRD ST
GREENPORT NY 11944

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1	\$133,215.00
JOB: 5TH ST CURBS, HANDCAP RAMPS AND APRONS AREA (2)	
ITEM 203.02 UNCL. EXCAVATION 275CY X 60.00= \$16,500.00	
ITEM 520.09000010 SAW CUTTING PAV. 1,500LF X 3.00= \$4,500.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 66CY X 750.00= \$49,500.00	
ITEM 609.0401 CONCRETE CURB 1,100LF X 30.00= \$33,000.00	
ITEM 608.21 WARNING UNITS 305Y X 450.00= \$13,500.00	
ITEM 304.10119917 SUBBASE 125CY X \$60.00= \$7,500.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 124,500.00= \$8,715.00	
Subtotal	\$133,215.00
0%	\$0.00
Total	\$133,215.00
Total	\$133,215.00

AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DEAL") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street Road End Drainage project 2018 (the "Project").

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 29, 2018 (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Fifth Street road end drainage the ("Contract Work") described in the Proposal and Village of Greenport Plans DW-FS1-FS6 dated March 30, 2018 (the "Plans"), the Proposal and Plans together being the "Contract Documents".

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added by amendment by mutually agreed change orders, agreed to and signed by all parties in advance. The scope of services for the additional task orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete shall perform the Services specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of one hundred forty-four, three hundred and forty-two dollars and forty cents (\$144,342.50) which shall be payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a release of lien from and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

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

6. **PAYMENT**

DeAl Concrete Corp., shall submit on DeAl Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAl Concrete Corp. and DeAl Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Concrete Work and the submission of all required documents by Contractor. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAl Concrete Corp. with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Services.

8. **INDEPENDENT CONTRACTOR**

DeAl Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of DeAl Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAl Concrete Corp., consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.

9. **INSURANCE**

DeAl Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Deal Concrete Corp. shall provide evidence of such coverage to Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAl Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl Concrete Corp., its officers, employees, agents, or representatives in the performance of the Contract Work under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of services contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate such notification upon identifying a condition which may change the Contract Work agreed to under this Agreement.

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

C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Scope of Services as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed Change Order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

DeAl Concrete Corp. shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl Concrete Corp. shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by DeAl Concrete Corp. is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl Concrete Corp., and without the fault or negligence of DeAl Concrete Corp., the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed change order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this

Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. Deal Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Deal Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Deal Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Deal Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Document.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national

origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

TO DEAL Concrete Corp.: DeAl Concrete Corp.
PO Box 2038
St. James, New York 11780

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

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

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. This

terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 29, 2018, attached hereto, and the Plans, which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DeAl Concrete Corp. effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

DEAL CONCRETE CORP.

BY: _____

ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF _____)
)ss:
COUNTY OF _____)

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

(SEAL) _____
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL) _____
Notary Public

DeAl Concrete Corp.

P.O. Box 2038
St James NY, 11780
631-319-6117

Estimate

Estimate No: 213
Date: 05/29/2018

For: VILLAGE OF GREENPORT
DBAUMER@GREENPORTVILLAGE.ORG
236 THIRD ST
GREENPORT NY 11944

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1 JOB: FIFTH STREET ROAD END DRAINAGE	\$136,264.50
ITEM 206.0201 CY TRENCH & CULVERT EXC. 65CY X 90.00= \$5,850.00	
ITEM 603.98101994 LF PLOYVINYL PIPE 162LF X 150= \$24,300.00	
ITEM 604.501011 LF SPECIAL DRAINAGE STRUCTURE 54LF X 1,800= \$97,200.00	
ITEM 619.01 TRAFFIC CONTROL 07% X 127,350.00= \$8,914.50	
Subtotal	\$136,264.50
0%	\$0.00
Total	\$136,264.50
Total	\$136,264.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Takach & Associates, Inc. 112 Terry Road Smithtown NY 11787	CONTACT NAME:		
	PHONE (A/C, No, Ext):	6313662774	FAX (A/C, No): (631) 366-2739
	E-MAIL ADDRESS:	dtakach@takachinsurance.com	
INSURED DeAI CONCRETE CORP PO BOX 2038 ST JAMES NY 11780	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : QBE Insurance Co		
	INSURER B :		
	INSURER C : Shelterpoint Insurance		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CCI 1342737	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CBA 135114300	06/17/2018	06/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0310012	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS DBL & PFL			DBL489888	06/23/2018	06/23/2019	STATUTORY Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADDT'L INSURED.

CERTIFICATE HOLDER VILLAGE OF GREENPORT BUILDING DEPT. 236 THIRD STREET GREENPORT, NY 11944	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <AG>
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AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DeAl") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Wiggins Street Concrete Culvert Replacement (the "Project").

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 10, 2018 (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Wiggins Street Concrete Culvert Replacement replace as existing (the "Contract Work").

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the Proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete Corp. shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of twenty-one thousand dollars (\$21,000.00) payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.

5. PERIOD OF SERVICE

DeAl Concrete Corp. shall perform the Contract Work in accordance with the Proposal attached to this Contract. DeAl Concrete Corp. shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAl Concrete Corp. and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAl Concrete Corp. which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to DeAl Concrete Corp. for the completion of the Contract Work.

6. PAYMENT

DeAl Concrete Corp., shall submit on DeAl Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAl Concrete Corp. and DeAl Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by DeAl Concrete Corp. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. DATA TO BE FURNISHED BY VILLAGE

The Village shall provide DeAl Concrete Corp. with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. INDEPENDENT CONTRACTOR

DeAl Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of DeAl Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAl Concrete Corp., consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.

9. INSURANCE

DeAl Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAl Concrete Corp. shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. INDEMNITY AND LIMITATION

DeAl Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl Concrete Corp., its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate

such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

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

C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Contract Work as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. TIME FOR PERFORMANCE; DELAYS

DeAl Concrete Corp. shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl Concrete Corp. shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by DeAl Concrete Corp. is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl Concrete Corp., and without the fault or negligence of DeAl Concrete Corp., the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. TERMINATION

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. SUCCESSORS AND ASSIGNS

A. DeAl Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. DeAl Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. RELEASE OF LIEN

DeAl Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. COMPLETION, FINAL APPROVAL

Prior to approval of final payment, DeAl Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. COMPLIANCE WITH NEW YORK STATE LABOR LAW

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

TO DeAl Concrete Corp.: DeAl Concrete Corp.
PO Box 2038
St. James, New York 11780

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

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

23. EXTENT OF AGREEMENT

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. CONTRACT DOCUMENTS

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. SUFFOLK COUNTY DPW BID

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. WARRANTY

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DeAl Concrete Corp. effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

DEAL CONCRETE CORP.

BY: _____

DeAl Concrete Corp.

P.O. Box 2038
St James NY, 11780
631-319-6117

Estimate

Estimate No: 206
Date: 05/10/2018

For: VILLAGE OF GREENPORT
DBAUMER@GREENPORTVILLAGE.ORG
236 THIRD ST
GREENPORT NY 11944

Description	Amount
SCDPW CONTRACT #5-16.6.2A1 JOB: CONCRETE CULVERT AT WIGGINS STREET	\$21,000.00
REMOVE & REPLACE CONCRETE ARCH CULVERT APROX 60'X6' 8" ON CENTER	
ITEM 697.03 DC FIELD CHANGE PAYMENT (1) \$21,000.00	
Subtotal	\$21,000.00
0%	\$0.00
Total	\$21,000.00
Total	\$21,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Takach & Associates, Inc. 112 Terry Road Smithtown NY 11787	CONTACT NAME:		
	PHONE (A/C, No., Ext):	6313662774	FAX (A/C, No.): (631) 366-2739
	E-MAIL ADDRESS:	dtakach@takachinsurance.com	
INSURED DeAl CONCRETE CORP PO BOX 2038 ST JAMES NY 11780	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : QBE Insurance Co		
	INSURER B :		
	INSURER C : Shelterpoint Insurance		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	CCI 1342737	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CBA 135114300	06/17/2018	06/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		0310012	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	NYS DBL & PFL		DBL489888	06/23/2018	06/23/2019	STATUTORY Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADD'L INSURED.

CERTIFICATE HOLDER VILLAGE OF GREENPORT BUILDING DEPT. 236 THIRD STREET GREENPORT, NY 11944	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <AG>
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AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, ("Costello") and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Repairs to "A" Floating Dock at the Mitchell Marina (the "Project").

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 2018, (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the labor and materials necessary for the Repairs to "A" Dock Float (the "Contract Work").

3. SCOPE OF SERVICES

A. The Contract Work shall consist of labor in the amount of \$7,500 as detailed in the Proposal and an expected cost for materials of approximately \$ 926 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. Costello shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven thousand five hundred dollars (7,500), plus reimbursement for materials, payable to Costello upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a waiver and release of

lien form and a sworn certified payroll indicating in detail that Costello has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

Costello shall perform the Contract Work in accordance with the Proposal attached to this Contract and supply the required materials. Costello shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to Costello and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of Costello which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Costello for the completion of the Contract Work.

6. **PAYMENT**

Costello shall submit on Costello standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Costello and Costello shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide Costello with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.

9. INSURANCE

Costello shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Costello shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. INDEMNITY AND LIMITATION

Costello shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

A. The Village may make changes within the general scope of this Agreement. If Costello is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Costello shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Costello may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

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

C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable and duly authorized Change Order signed by all parties.

12. TIME FOR PERFORMANCE; DELAYS

Costello shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. TERMINATION

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Costello, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Costello shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Costello, in the performance of the Contract Work under this Agreement, whether completed or in process.

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid

to Costello for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Costello shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Costello will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Costello shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Costello shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Costello shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same

requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Costello, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

To Costello: Costello Marine Contracting Corporation
PO Box 2124
Greenport, New York 11944

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

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

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Costello which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to in this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. WARRANTY

Costello shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and Costello, effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

COSTELLO MARINE
CONTRACTING CORPORATION

BY: _____

A handwritten signature in black ink, appearing to read "John A. Costello", is written over a horizontal line. The signature is cursive and somewhat stylized.

ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York)

COUNTY OF Suffolk)^{ss:}

On this 13th day of June, 20 18, before me personally came John A. Castello to me known, who, being by me duly sworn did depose and say that he resides at 1210 North Road, Greenport that he is the President of Costello Marine Contracting Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Lynn E Stevens
Notary Public

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

ACKNOWLEDGEMENT OF VILLAGE

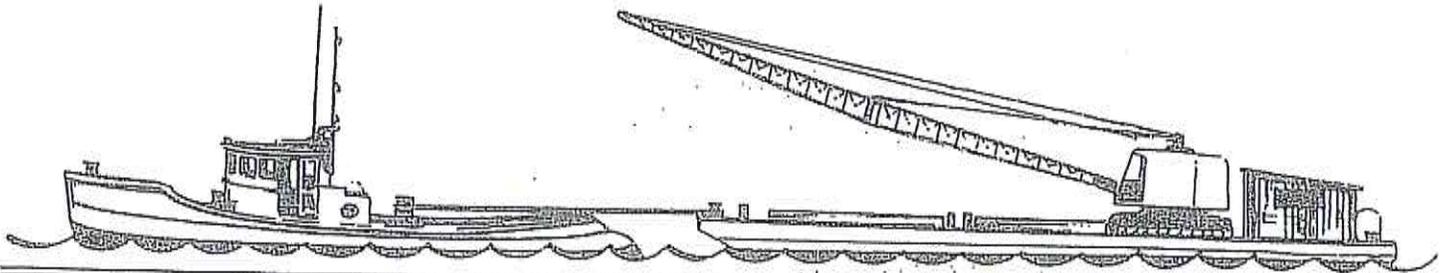
STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public



COSTELLO MARINE CONTRACTING CORPORATION
DOCK BUILDING • JETTIES • BULKHEADING • STEEL & WOOD PILING • FLOATS

423 FIFTH STREET • P.O. BOX 2124 • GREENPORT, NEW YORK 11944 • (631) 477-1199 / 477-1393 / 477-0682 • FAX (631) 477-0005

June 5, 2018

Mr. Richard Albanese
Village of Greenport
236 Third Street
Greenport, NY 11944

Via email: ralbanese@greenportvillage.org

RE: Repairs to "A" Dock Float

Dear Mr. Albanese:

Pursuant to your request, I inspected the "A" dock float connections between slips "A-1" and "A-2".

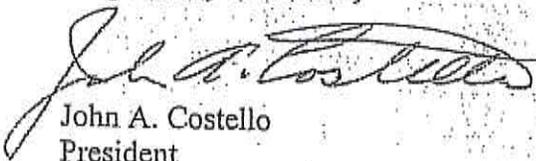
We will repair and refasten the connection on the float's "T" in two directions. We will use approximately nine new $\frac{3}{4}$ " tierods to replace the existing sheared tierods. We will also prefabricate a steel connector to the two corners of the 8' wide float.

In order to make these repairs, we will use a crane barge, equipment and crew for one day at a rate of \$7,500 plus the cost of any new materials supplied.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work repairs as soon as possible.

If you have any questions, please don't hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,


John A. Costello
President

JAC:es

PO#: _____

Accepted by: _____ Date: _____



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112399620
LEVITT-FUIRST ASSOCIATES LTD
520 WHITE PLAINS ROAD, 2ND FL
TARRYTOWN NY 10591



Scan to Validate

POLICYHOLDER COSTELLO'S MARINE CONTRACTING CORP 423 5TH ST. P.O. BOX 2124 GREENPORT NY 11944		CERTIFICATE HOLDER VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT NY 11944	
POLICY NUMBER G2151.572-1	CERTIFICATE NUMBER 83359	POLICY PERIOD 06/29/2017 TO 06/29/2018	DATE 12/8/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151 572-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 465934527

AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, ("Costello") and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Bolt Repairs for East Dock at the Mitchell Marina (the "Project").

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 2018, (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the labor and materials necessary for the Bolt Repairs at the East Dock (the "Contract Work").

3. SCOPE OF SERVICES

A. The Contract Work shall consist of labor as detailed in the Proposal and an expected cost for materials of approximately \$3,750 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. Costello shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven hundred and fifty dollars (\$750) per hour, for an expected time of approximately three ten (10) hour days, payable to Costello upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to

a waiver and release of lien form and a sworn certified payroll indicating in detail that Costello has paid all employees prevailing wage.

5. PERIOD OF SERVICE

Costello shall perform the Contract Work in accordance with the Proposal attached to this Contract and supply the required materials. Costello shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to Costello and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of Costello which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Costello for the completion of the Contract Work.

6. PAYMENT

Costello shall submit on Costello standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Costello and Costello shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. DATA TO BE FURNISHED BY VILLAGE

The Village shall provide Costello with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. INDEPENDENT CONTRACTOR

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.

9. INSURANCE

Costello shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Costello shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. INDEMNITY AND LIMITATION

Costello shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

A. The Village may make changes within the general scope of this Agreement. If Costello is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Costello shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Costello may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

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

C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable and duly authorized Change Order signed by all parties.

12. TIME FOR PERFORMANCE; DELAYS

Costello shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. TERMINATION

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Costello, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Costello shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Costello, in the performance of the Contract Work under this Agreement, whether completed or in process.

14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid

to Costello for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. SUCCESSORS AND ASSIGNS

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Costello shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. RELEASE OF LIEN

Costello will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. COMPLETION, FINAL APPROVAL

Prior to approval of final payment, Costello shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. COMPLIANCE WITH NEW YORK STATE LABOR LAW

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Costello shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Costello shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same

requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. NONWAIVER

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Costello, its successors or permitted assigns.

21. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

To Costello: Costello Marine Contracting Corporation
PO Box 2124
Greenport, New York 11944

22. DISPUTES; APPLICABLE LAW

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

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

23. EXTENT OF AGREEMENT

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Costello which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. CONTRACT DOCUMENTS

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. WARRANTY

Costello shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and Costello, effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

COSTELLO MARINE
CONTRACTING CORPORATION

BY:  _____

ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York)

COUNTY OF Suffolk)^{ss:}

On this 13th day of June, 2018, before me personally came John A. Costello to me known, who, being by me duly sworn did depose and say that he resides at 1210 North Road, Greenport that he is the President of Costello Marine Contracting the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Lynn E Stevens
Notary Public

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

ACKNOWLEDGEMENT OF VILLAGE

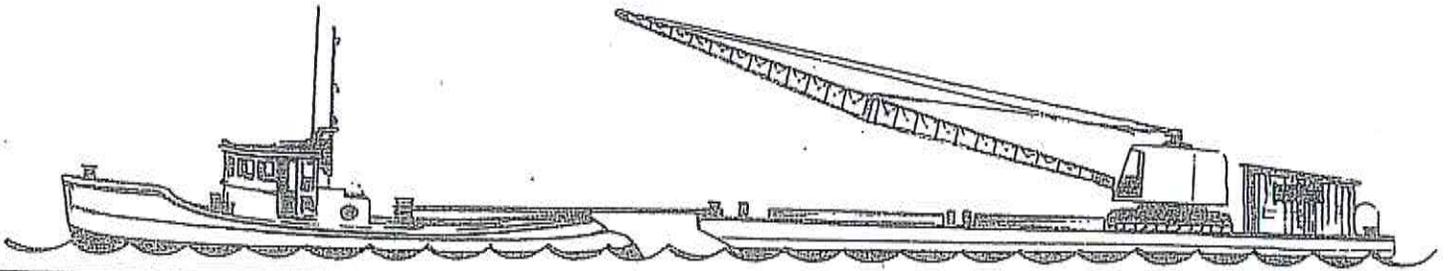
STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public



COSTELLO MARINE CONTRACTING CORPORATION

DOCK BUILDING • JETTIES • BULKHEADING • STEEL & WOOD PILING • FLOATS

423 FIFTH STREET • P.O. BOX 2124 • GREENPORT, NEW YORK 11944 • (631) 477-1199 / 477-1393 / 477-0682 • FAX (631) 477-0005

June 5, 2018

Mr. Richard Albanese
Village of Greenport
236 Third Street
Greenport, NY 11944

Via email: ralbanese@greenportvillage.org

RE: Bolt Repairs for East Dock

Dear Mr. Albanese:

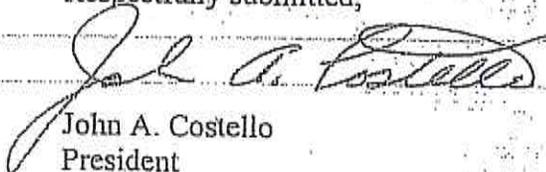
At the offshore end of the east dock, we propose to repair and refasten as many of the sheared and broken bolts. Approximately 100 +/- bolts may be required to complete the repairs. We will re-drill and refasten most of the accessible piling with 1" bolts of varying lengths.

In order to complete the repair, we will use a crane barge and crew for approximately three 10-hour days. The crane barge and crew will be billed at a rate of \$750 per hour. Any materials used will be billed separately as an addition.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work as soon as possible.

If you have any questions, please don't hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,


John A. Costello
President

JAC:tes

PO#: _____

Accepted by: _____ Date: _____



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112399620
LEVITT-FUIRST ASSOCIATES LTD
520 WHITE PLAINS ROAD, 2ND FL
TARRYTOWN NY 10591



Scan to Validate

POLICYHOLDER COSTELLO'S MARINE CONTRACTING CORP 423 5TH ST. P.O. BOX 2124 GREENPORT NY 11944	CERTIFICATE HOLDER VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT NY 11944
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POLICY NUMBER G2151.572-1	CERTIFICATE NUMBER 83359	POLICY PERIOD 06/29/2017 TO 06/29/2018	DATE 12/8/2017
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151 572-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 465934527

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Enid Hatton, with an address of 46 Parkway, Fairfield, CT 06824, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

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

1. The Contractor shall perform all services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

)ss:

COUNTY OF _____)

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

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public

Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Jada Rowland, with an address of 621 First Street, Greenport, New York 11944, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

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

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4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

)ss:

COUNTY OF _____)

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(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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(SEAL)

Notary Public

Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

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Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each Inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this _____ day of _____ 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Cliff Miller, with an address of 1376 Sidney Court, Seaford, New York 11783, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

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

1. The Contractor shall perform all services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

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

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

Notary Public

Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and W. A. Dodge, with an address of 370 Holmes Street, Plainedge, New York 11756, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

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

1. The Contractor shall perform all services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor

fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvasses, and representation(s) of assigned scenes.

The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Scott Hewett, with an address of 1712 Millstone Road, Sag Harbor, New York 11963, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

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

1. The Contractor shall perform all services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor's proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.
2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of \$ 1,250 total per each Inner Scenic panel upon satisfactory completion.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
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6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor

fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

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

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

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The Village will pay a commission fee of \$ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

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February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees