



PLANNING BOARD SITE PLAN REVIEW APPLICATION

236 Third Street, Greenport, New York, 11944

(631) 477-0248

www.villageofgreenport.org

Date of Application 03/18/2022

All information below is to be completed by the applicant. This completed application is to be accompanied by the proposed Site Plan, Copies of Covenants and/or Restrictions, where applicable, Environmental Assessment Form, building plans showing elevations, setbacks, floor plans, room dimensions, current survey and quality of material, where applicable.

THE OWNER OF THE PROPERTY IS: (PLEASE PRINT CLEARLY)

<u>Eugene</u> First Name	<u>Burger</u> Last Name	<u>NoFo Ventures</u> Business Name, if applicable	
<u>P.O. Box 33</u> Mailing Address	<u>Catchogue</u> City/Town/Village	<u>NY</u> State	<u>11935</u> Zip
[REDACTED] Phone #	[REDACTED] E-Mail Address		

CONTACT PERSON (if different from owner)
The person to receive all correspondence:

<u>Kella</u> First Name	<u>Bawaro</u> Last Name	<u>Port 104, Inc.</u> Business Name, if applicable	
[REDACTED] Mailing Address	[REDACTED] City/Town/Village	[REDACTED] State	[REDACTED] Zip
[REDACTED] Phone #	[REDACTED] E-Mail Address <u>Port1949@gmail.com</u>		

IF ANYONE OTHER THAN THE OWNER COMPLETES THIS APPLICATION, WRITTEN CONSENT FROM THE OWNER MUST BE SUBMITTED WITH THIS APPLICATION.

Location:

Suffolk County Tax Map Number: 1001 Section: 05 Block: 04 Lot 03

Street Address: 104 Third Street Greenport, New York, 11944

Zoning District: WC R1 R2 PD CR CG

Is property located within the Historic District? Yes No

[REDACTED]



PLANNING BOARD SITE PLAN REVIEW APPLICATION

236 Third Street, Greenport, New York, 11944

(631) 477-0248

www.villageofgreenport.org

Project Information:

Residential Commercial

Proposed Starting Date: _____

Project Description:

Please describe project in detail. (Use an additional sheet if necessary)

see attached

Please check the following boxes for permits this project will require:

- Building Permit
- Wetlands Permit
- Suffolk County Planning Board
- New York State D.E.C.
- United States Army Corps of Engineers
- Suffolk County Health Department
- New York State Department of State Coastal Flood Management

Does this application require a Zoning Board of Appeals Variance? Yes No


NOFO Ventures
PO Box 33
Cutchogue, NY 11935

To Whom it May Concern:

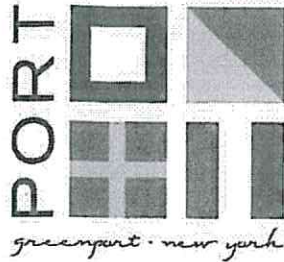
I, Eugene Burger, as the owner of the property (104 Third Street, Greenport, NY) give my written consent for PORT 104 INC. to submit this application to the Village of Greenport Planning Board Site Plan Review.

Thank you,

Eugene Burger 

*Sworn to be kept for this 5th day
of March, 2022*






PORT GREENPORT

PORT Greenport
port11944@gmail.com

104 Third Street
Greenport NY
11944

Thursday, March 17, 2022

PORT is looking to put up an additional canopy similar to what we currently have on our property at 104 Third Street. This canopy is much smaller and not attached to the building.

There will be no change in the CO. There will be no change in the use, occupancy or tenancy space. It will cover a small dining area that is already in use. We are simply replacing a Sun-Sail and umbrellas with something safer and more comfortable.

When we put up the existing awning 5 years ago; we were issued a stop-work order on the project. This was because Mills and Company attached the canopy to the reverse gable without including it in the proposal. We were advised to bring this matter to the planning board and the issue was quickly rectified and work was resumed. This current project will be freestanding and not be attached to the building. Our proposed design and engineering report accommodate all codes applicable in the Village of Greenport. Attached you will find the design criteria, drawings, materials and the location.

I do not believe this needs to go in front of the planning board; but rather, the building inspector can oversee this project, as it makes no significant change to our business or property.

Regards,
Keith and Ali

Keith and Ali Bavaro
PORT Greenport
SALT Shelter Island
Respectfully,
Keith and Alison Bavaro

PO Box 2126
Greenport, NY 11944

631-477-1500 Fax 631-477-1504
www.millscanvas.com



QUOTATION

Date	Quote #
12/13/2021	5155

Name **Port Restaurant**
Address

Property **Port Restaurant**
104 Third Street
Greenport, NY 11944

Phone:

Description	Total
<p>A: DESIGN & FABRICATE ONE (1) NEW PEAKED CANOPY EAST OF THE ROOM WITH THE ROOF.</p> <ul style="list-style-type: none"> - The canopy will measure approximately 14'4" wide by 23'0" projection. - The awning will be designed with rafter spacing between 29" and 34". Rafters will be evenly spaced. Three posts will be mounted into the ground on the east side. The west side will mount on the roof of the building. - The east posts will be curved. The front bar will be a welded ladder truss. All welds will be ground as necessary, primed and painted. - All holes will be properly sealed. - All hardware and fasteners will be either stainless steel, galvanized steel or cast aluminum to minimize rust and corrosion. The frame to be US made zinc galvanized steel tubing with a clear polymer coating. - The fabric for the awning shall be Sunbrella acrylic treated for flame retardancy. Color to be yellow and white. - A 10-year limited manufacturer's warranty is supplied on acrylic Sunbrella fabrics. - The center rafters will have matching triple reinforced fabric covers and will be laced closed to improve the appearance of the pipes. Grommets to be nickel plated brass spur style. - The valance with white braid will be fabricated with 2 layers of fabric. - The use of two layers improves durability and the appearance is enhanced with fewer stitch lines. - All seams and lacing strips will be double needle stitched. The stitching will be federal # 301 lockstitch with approximately 5 stitches per inch. - The thread will be anti-wick twisted polyester with ultraviolet protection. All stitching will be properly back tacked and wear areas will be properly reinforced. - The fastening rope shall be 3/16 braid with a fiberglass core. 	
(COMPLETE & INSTALLED)	12,618.00
Less 10% Discount	-1,261.80

Subtotal
Sales Tax
Total

Mills Authorization

MAC

Date:	12/13/2021	Accepted :		Date:	
-------	------------	------------	--	-------	--

PO Box 2126
Greenport, NY 11944

631-477-1500 Fax 631-477-1504
www.millscanvas.com



QUOTATION

Date	Quote #
12/13/2021	5155

Name **Port Restaurant**
Address

Property **Port Restaurant**
104 Third Street
Greenport, NY 11944

Phone:

Description	Total
<p>B: DESIGN & FABRICATE SEVEN (7) HAND ROLL-UP CURTAINS LOCATED ON THE SOUTH, EAST, NORTH SIDES OF THE NEW " EAST CANOPY":</p> <ul style="list-style-type: none"> - The curtains to have White Ferrari 502 vinyl borders and to be fabricated using 30 gauge vinyl glass. - All fasteners, grommets, and hardware to be aluminum, nickel plated brass and/or stainless steel. - The curtains will be held down by utilizing 1" webbing with quick release snaps fastened to eye straps. - The bottoms to have 1-1/4" PVC pipe in a pocket to facilitate rolling and to hold the curtain down. - The straps to hold curtain in the "rolled up" position will be fabricated from fabric and will be fastened positively to the curtain and will utilize stainless steel snaps to fasten together. - The thread to be anti-wick twisted polyester. All stitching will be properly back-tacked. - The potential wear areas will be properly reinforced. <p style="text-align: right;">(COMPLETE & INSTALLED)</p>	4,468.00
Less 10% Discount	-446.80
<p>We anticipate delivery to be in the spring on your regularly scheduled installation date. Delivery time stated begins upon receipt of deposit and is based upon our production schedule as of the above date.</p> <p>If favored with an order by December 27th, 2021 for spring 2022 delivery, we will extend a 10% off season discount as shown.</p> <p>If favored with an order WE REQUEST A 50 % DEPOSIT. The balance is due upon completion.</p> <p>When you provide a deposit by credit card, Mills & Co. reserves the right to automatically charge your credit card for any balance due upon completion of the work specified.</p>	

<p>This instrument is subject to all the terms and conditions on the reverse side or attached here of those including those related warranties.</p> <p>NOTE: Kindly sign and return white copy. Your signature constitutes a contract for the manufacture or services of the above described at the price stated per the Terms and Conditions attached</p>	Subtotal	\$15,377.40
	Sales Tax	\$1,326.30
	Total	\$16,703.70

Mills Authorization	<u>MAC</u> ...	Date:	12/13/2021	Accepted :	_____	Date:	_____
---------------------	----------------	-------	------------	------------	-------	-------	-------



Everything Canvas™

MEMO

DATE: 12/23/21

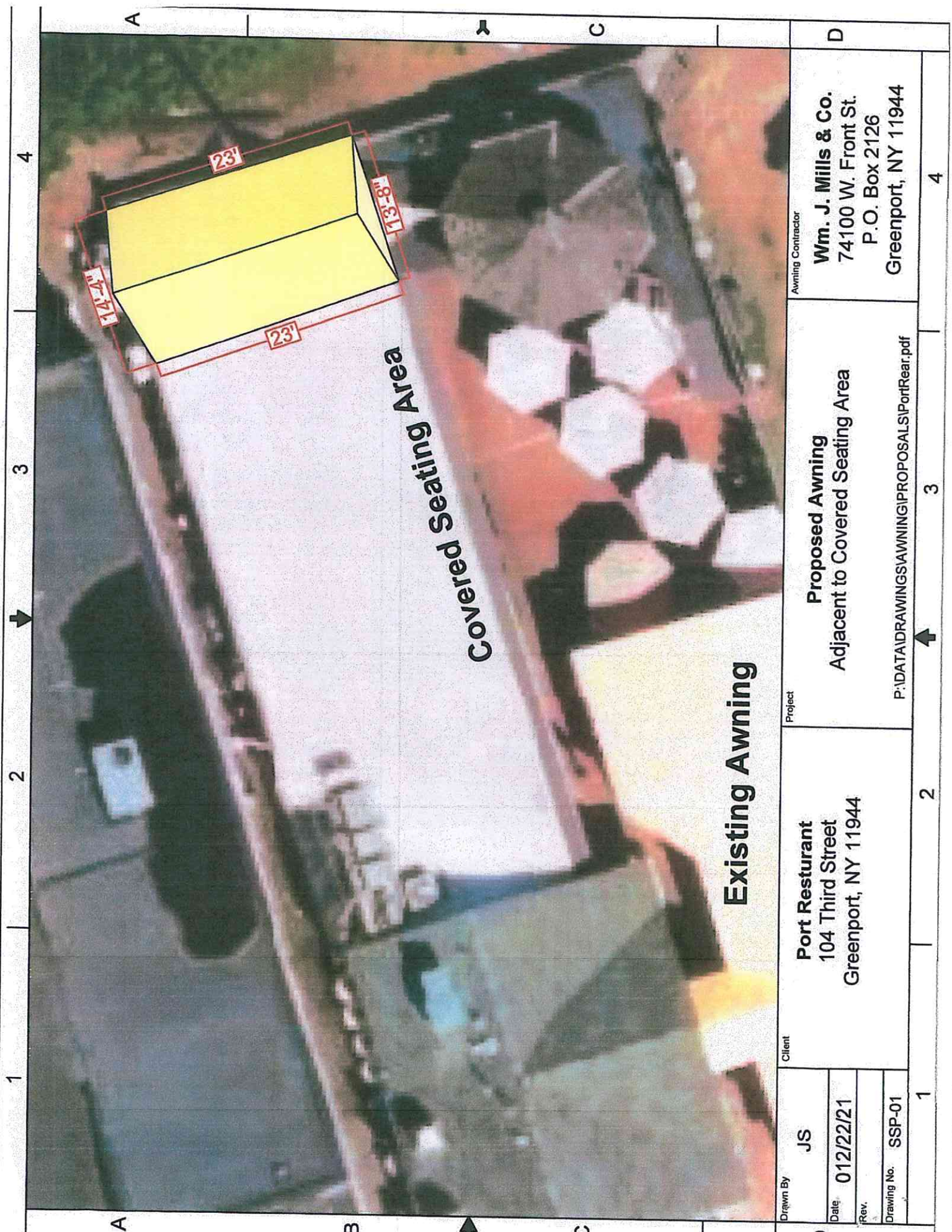
TO: Keith & Ali

FROM: Jamie

RE: Port & Salt

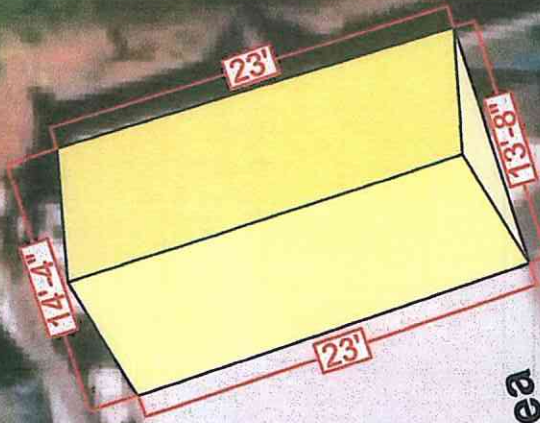
1. Please find attached a rendering you can give to the Village
2. We checked over the frame at Salt and found it is in good condition.

Merry Christmas!

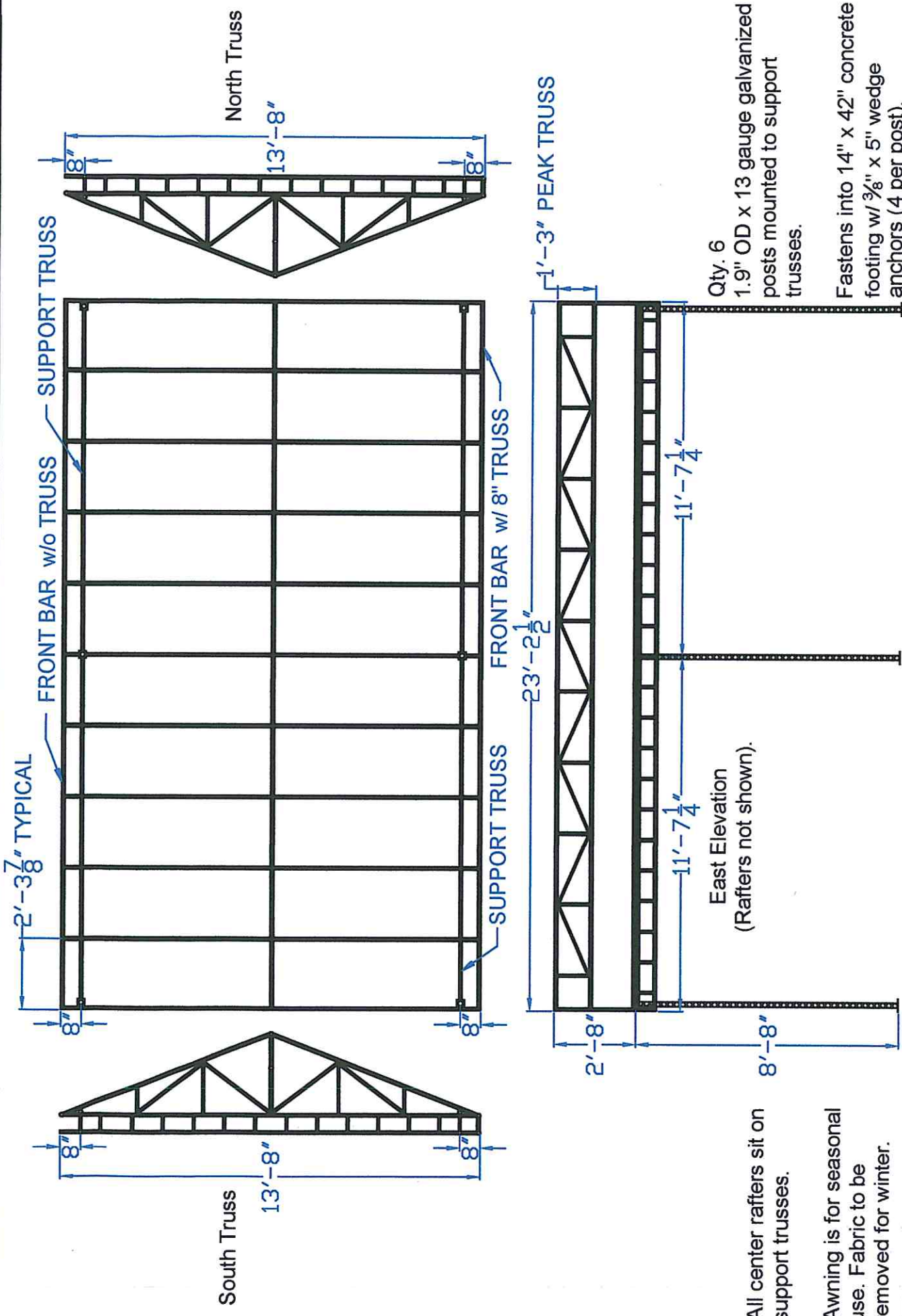


Existing Awning

Covered Seating Area



D Drawn By JS Date 012/22/21 Rev. Drawing No. SSP-01	Client Port Resturant 104 Third Street Greenport, NY 11944	Project Proposed Awning Adjacent to Covered Seating Area P:\DATA\DRAWINGS\AWNING\PROPOSAL\SPortRear.pdf	Awning Contractor Wm. J. Mills & Co. 74100 W. Front St. P.O. Box 2126 Greenport, NY 11944
	1 2 3 4		
	A B C D		



Qty. 6
 1.9" OD x 13 gauge galvanized posts mounted to support trusses.
 Fastens into 14" x 42" concrete footing w/ 3/8" x 5" wedge anchors (4 per post).

All center rafters sit on support trusses.
 Awning is for seasonal use. Fabric to be removed for winter.

<p>Engineer: Ronald R. Sydoruk, P.E. 834 Wave Drive Forked River, NJ 08731</p>	<p>Job: Port Restaurant 104 Third Street Greenport, NY 11944</p>	<p>Manufacturer: Wm. J. Mills & Co. 74100 W. Front Street Greenport, NY 11944</p>
<p>Drawing: Fastening Calculations</p>		<p>Page: 1 of 1</p>



Eagle Technical Consulting, LLC

NJ Office: 834 Wave Drive, Forked River, NJ 08731
FL Office: 897 Collier Ct., Unit 306, Marco Island, FL 34145
(201) - 803-7546 multitech417@gmail.com

Date: March 14, 2022
Client: Wm. J. Mills & Co.
74100 W. Front Street
Greenport, NY 11944
Project: Port Restaurant
104 Third Street
Greenport, NY 11944

The proposed Awning/Canopy meets the following design criteria:

WIND LOADS

All Awning/Canopy frames are designed in accordance with section 1609.0 of the New York State Building Code 2020 Chapter 16 to resist 130 MPH wind pressure from all directions per figure 1609.3 based on geographical location, building classification and exposure rating. Also complies with NY State 2020, Chapter 16, Section BC 1601 Structural Design.

SNOW LOADS

All Awning/Canopy frames are designed in accordance with section 1608.0 of the New York State Building Code 2020 Chapter 16 to withstand a 25 lb/sq ft snow load. Snow loading is per figure 1608.2 and is classified as "Ground Snow Loads" which is based on the geographical location. Also complies with NY State 2020 Edition, Chapter 16, Section BC 1601 Structural Design.

LIVE LOADS

All Awning/Canopy frames are designed in accordance with section 1607.0 of the New York State Building Codes 2020 Chapter 16 to withstand a 35 lb/sq ft live load. Also complies with NY State 2020 Edition, Chapter 16, Section BC 1601 Structural Design.

I hereby certify that this report, calculations, and/or evaluations has been prepared by me or under my direct supervision and that I am a duly licensed engineer under the laws of the States of New Jersey, New York and Pennsylvania.

Ronald R. Sydoruk, P.E.
Professional Engineer
NJ License # 24GE03128600
NY License # 079152
PA License # PE-035473-E



TERMS AND CONDITIONS

1. NOTE YOUR CANVAS PRODUCT MAY LEAK THE FIRST FEW TIMES IT IS EXPOSED TO WATER. WE HIGHLY RECOMMEND THAT ANY ITEMS PLACED UNDERNEATH BE PROTECTED FROM WATER DAMAGE.
2. LIMITED WARRANTY. FOR TWO (2) YEARS FROM THE DATE OF DELIVERY WE WARRANT THAT YOUR MILLS PRODUCT WILL BE FREE OF ANY DEFECTS IN MATERIALS OR WORKMANSHIP. We will, at our discretion, either repair or replace any defects in materials or workmanship. This warranty does not cover damage due to failure to provide reasonable or necessary maintenance. This warranty does not cover damages from other than defects in materials or workmanship, or damage caused by misuse, unreasonable use, accidents or Acts of God. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LEGAL, IMPLIED WARRANTY OF FITNESS, MERCHANTABILITY OR OTHERWISE, APPLICABLE TO THIS PRODUCT, SHALL BE LIMITED IN DURATION TO THE PERIOD SO IMPLIED. MILLS SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR DEFECTIVE MERCHANDISE OR LATE DELIVERY OR NON DELIVERY OR OTHERWISE, AND IN NO INSTANCE MAY DAMAGES INCLUDE LOSS OF PROFIT ON CONTEMPLATED USE OR PROFIT OF ANY DESCRIPTION.
3. You have the right to cancel this quotation/contract within three (3) days from the date you signed this quotation/contract (not applicable to businesses).
4. When you (the customer) provide a DEPOSIT by a CREDIT CARD (MC, VISA, AMEX) Mills & Co. reserve the right to automatically CHARGE your CREDIT CARD for any balance due upon completion of the work specified.
5. If a delivery period is stated, the time period during which the delivery is to be made shall commence when 125-127 Main Street Corporation (seller) receives from the buyer a signed copy of this quotation/contract and buyer has made any required deposit or down payment on account
6. Delivery or tender of delivery of any installment within fifteen (15) days after time specified therefore shall be deemed timely delivery. Thereafter, shipment or tender of delivery prior to receipt of written cancellation shall constitute good delivery. Any defect in quality or delays in delivery shall not affect the balance of this contract. Any delivery not in dispute shall be paid for on the due date, as provided in this contract, without offset, defense or counterclaim and regardless of controversies relating to other delivered and undelivered merchandise.
7. All payments are to be made on the due date in U.S. dollars for the full amount shown on the reverse side hereof to seller at its address shown on the reverse side hereof, without allowance for anticipation, and with interest at 18% per annum on overdue payments which shall be deemed part of the purchase price.
8. CASUALTY AND AVAILABILITY OF RAW MATERIALS. Seller shall not be liable for any delay in delivery of any part of merchandise due to accidents, strikes, fires, floods, war, Government regulations and any enforcement thereof, delay or inability to obtain labor, material or services through seller's usual and regular sources, casualty, accidents, Acts of God or any other conditions or causes of like or unlike nature beyond the control of seller.
9. CLAIMS AND REMEDIES. All claims of any kind or nature are barred or waived unless made in writing by the buyer to the seller no later than 10 DAYS after the warranty time limit of 2 years. If, within the time noted, buyer notifies seller in writing of a claimed defect, then buyer shall, together with its notice of claim, offer seller the prompt opportunity to examine the product(s) at the seller's place of business or at the location of original installation by seller and seller may replace or repair defective products within a reasonable time, if it determines the claim is valid.
10. SUITS. Suits on claims of any kind are barred unless commenced within one (1) year after seller's receipt of buyer's written notice of claim. New York law shall apply with respect to this sale, the interpretation of this contract and any suits or claims arising from this transaction.
11. In the event that seller shall commence any legal actions whatsoever for the enforcement of buyer's obligations hereunder, buyer shall be liable for the reasonable attorney and court fees incurred by the seller in an amount not to exceed \$10,000.
12. In the event any of the provisions hereof are deemed unenforceable, the remainder of this contract shall be in full force and effect.
13. Quote valid for 30 days unless otherwise stated on the reverse side.
14. The buyer acknowledges that the products supplied remain the property of Wm. J. Mills & Co. until payment is made in full. The buyer hereby waives the right of trespass in the event the seller must repossess products unpaid for.
15. All products that are CUSTOM MADE are non returnable. (See #2)

NOTE: Kindly sign and return white copy. Your signature constitutes a contract for the manufacture or services of the above described at the price stated per the Terms and Conditions attached

Mills Authorization _____ Date _____ Accepted _____ Date _____