



236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

PAUL J. PALLAS, P.E.
EXT. 219

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

March 23, 2017 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- o John G. Shack, III
- o Paul F. Wook

ANNOUNCEMENTS

- o The Annual Organizational Meeting will be held on April 6, 2017 at 6:00 p.m. at the Old Schoolhouse.
- o The hearing for the tentative Village budget for Fiscal Year 2017/2018 will be held on April 11, 2017 at 6:00 p.m. at the Old Schoolhouse.
- o The annual Tax Lien Sale has been re-scheduled for April 12, 2017, at 10:00 a.m. at Village Hall.

LIQUOR LICENSE APPLICATIONS

- o 19 Front Street, d/b/a The Village Cheese Shop
- o Little Creek Oyster Farm & Market
- o 34-36 Front Street, (formerly "Rhumblin") with the trade name "Andy's"

PRESENTATION

- o Peconic Land Trust representative regarding the Exxon-Mobil property

PUBLIC HEARINGS

- o Proposed local law amending Chapter 132 (Vehicles and Traffic), Section 43, Schedule V: (Stop Intersections), to add a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south)

PSEG PROJECT PUBLIC COMMENT PERIOD

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 03-2017-1**

RESOLUTION adopting the March 2017 agenda as printed.

RESOLUTION # 03-2017-2

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

RESOLUTION # 03-2017-3

RESOLUTION ratifying the purchase of drive chains, at a cost of \$ 20,679.00 for the BNR basin at the Village of Greenport Wastewater Treatment Plant, as approved at the Village of Greenport Board of Trustee work session meeting on March 16, 2017.

FIRE DEPARTMENT**RESOLUTION # 03-2017-4**

RESOLUTION approving the transfer of Megan Melly from the Greenport Fire Department Rescue Squad to the Star Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on March 15, 2017.

VILLAGE ADMINISTRATOR**RESOLUTION # 03-2017-5**

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

RESOLUTION # 03-2017-6

RESOLUTION ratifying the hiring of Gabrielle Eckardt as a seasonal part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$10.00 per hour, effective February 21, 2017.

RESOLUTION # 03-2017-7

RESOLUTION approving the attached agreement between Harry Munroe and the Village of Greenport for contractor services to be rendered at the Village of Greenport McCann Campground, and authorizing Mayor Hubbard to sign the agreement between Harry Munroe and the Village of Greenport.

RESOLUTION # 03-2017-8

RESOLUTION authorizing an increase in the hourly wage rate of Michael Flora, from \$ 15.98 to \$ 18.48 per hour, owing to the acquisition of substantial expertise in his area of employment, per Article VII (Salaries and Compensation), Section 9(b) - Merit Clause - of the agreement currently in force between CSEA Local 1000 and the Village of Greenport. This increase in hourly wage rate will be effective on March 29, 2017.

RESOLUTION # 03-2017-9

RESOLUTION authorizing the hiring of two full-time, year-round employees at the Village of Greenport Mitchell Park Marina, and directing Clerk Pirillo to notice the two open employment positions accordingly.

RESOLUTION # 03-2017-10

RESOLUTION authorizing the engagement of DOCKWA to provide on-line reservation services for the Mitchell Park Marina, at a cost of \$ 2,999.00 per year, plus an additional 1% of each credit card transaction specific to the use of the DOCKWA reservation system and authorizing Mayor Hubbard to sign any necessary documents, subject to Village Attorney approval.

VILLAGE TREASURER**RESOLUTION # 03-2017-11**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3650, to fund the repair of Engine # 5 at the Light Plant, and directing that Budget Amendment # 3650 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 03-2017-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3651, to fund the purchase of a new microscope and repair the VFD for BNR Basin # 1 at the Waste Water Treatment Plant, and directing that Budget Transfer # 3651 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 03-2017-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3652, to fund the purchase of the Oil Water Separator at the Light Plant, and directing that Budget Amendment # 3652 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 03-2017-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3653, to fund the corrective action work performed by A & F Electrical Testing Inc. at the Light Plant, and directing that Budget Amendment # 3653 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 03-2017-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3654, to fund the Sewer Water Rate Study, and directing that Budget Transfer # 3654 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 03-2017-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3655, to fund the purchase of drive chains for the BNR basin at the Wastewater Treatment Plant, and directing that Budget Amendment # 3655 be included as part of the formal meeting minutes for the March 23, 2017 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 03-2017-17**

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

RESOLUTION # 03-2017-18

RESOLUTION adopting Local Law # _____ of 2017, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic), Section 132-18, to limit street parking in anticipation of, during, and after, winter storm events per the attached.

RESOLUTION # 03-2017-19

RESOLUTION approving the Public Assembly Permit Application as submitted by Amie Sponza on behalf of Northeast Stage to use a portion of Mitchell Park for rehearsals and performances, from 6:00 p.m. through 10:00 p.m. on August 1, 2017 through August 5, 2017.

RESOLUTION # 03-2017-20

RESOLUTION approving the Public Assembly Permit Application as submitted by the Hellenic American Taxpayers and Civic Association of Southold Township ("HATCAST") to use a portion of Mitchell Park from 5:30 p.m. through 9:30 p.m. on September 2, 2017 for a Greek music and dance festival.

RESOLUTION # 03-2017-21

RESOLUTION accepting the letter of resignation dated March 2, 2017 of Daniel Prindle from the Village of Greenport Road Department, with the resignation effective March 9, 2017.

RESOLUTION # 03-2017-22

RESOLUTION accepting the report as received by the Village of Greenport on February 27, 2017 of the Greenport Fire Department member year-end points for calendar year 2016, for the Greenport Fire Department Length of Service Awards Program.

RESOLUTION # 03-2017-23

RESOLUTION approving the request of the Business Improvement District to use a portion of Mitchell Park from noon through 3:00 p.m. on April 15, 2017 for the Annual Egg Roll.

RESOLUTION # 03-2017-24

RESOLUTION approving the request of the Business Improvement District to use the Greenport Village owned beach area at the entrance of the Mitchell Park boardwalk from noon through 3:00 p.m. on August 19, 2017 for a Children's Rubber Duckie Race.

RESOLUTION # 03-2017-25

RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 A.M. through 5:00 p.m. from September 22, 2017 through September 24, 2017; for the annual Maritime Festival.

RESOLUTION # 03-2017-26

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per sections 35-3B and 35-3C of the Greenport Village Code, for the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 23, 2017 and September 24, 2017 for the annual Maritime Festival.

RESOLUTION # 03-2017-27

RESOLUTION re-scheduling the annual Village of Greenport tax lien sale for April 12, 2017 at 10:00 a.m., and directing Clerk Pirillo to notice the tax lien sale accordingly.

RESOLUTION # 03-2017-28

RESOLUTION rejecting all bids as received on February 15, 2017 for Liquid Sludge Hauling Services, and directing Clerk Pirillo to re-notice the bid for Liquid Sludge Hauling Services accordingly.

MAYOR**RESOLUTION # 03-2017-29**

RESOLUTION authorizing the use of a portion of the Village of Greenport property known as "Moore's Woods" - located behind the Village of Greenport Skate Park - for the installation, operation and housing of a miniature railroad, with sponsorship by the Rotary Club of Greenport.

VOUCHER SUMMARY**RESOLUTION # 03-2017-30**

RESOLUTION approving all checks per the Voucher Summary Report dated March 17, 2017, in the total amount of \$ 383,848.88 consisting of:

- o All regular checks in the amount of \$ 345,977.41, and
- o All prepaid checks (including wire transfers) in the amount of \$ 37,871.47.

March 15, 2017

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

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-43 Schedule v Stop Intersections

3.0 Severability

1.1 Title.

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

1.2. Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

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

2.0 General Provisions.

2.1 Section 132-43 of the Greenport Village Code, Schedule V Stop

Intersections is hereby amended to add the following stop intersection as indicated:

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

3.0 Severability

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

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2017 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 Harry Munroe, with an address of 32 Laurelton Avenue, Lake Grove, New York 11755 (the "Contractor").

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 be performed and completed as outlined (the "Contract Work") in the March 7, 2015 Request for Proposals (the "RFP") and the Contractor's proposal (together with the RFP the "Contract Documents") as follows:
 - A. Beginning on or about March 1, 2017, prepare Park for opening on May 1, 2017, and closing on October 31, 2017, and complete clean-up at closing, including verifying that electricity and water are turned on at opening, bathroom facilities are cleaned and prepared, and general clean up are performed, and that all services are turned off and trailers are removed by the closing of the Park on October 31, 2017.
 - B. Collect all rents and fees when due and deliver rental fees to the Village offices on a daily basis, and work in conjunction with Village staff to assure accurate and timely accounting.
 - C. Ensure that all parties for seasonal rentals execute rental agreements, provide identification and vehicle registration, and abide by campground rules and regulations, and leave in a timely and orderly manner at the end of their stay, and assist Village staff with the off-season registration process.
 - D. Maintain the park grounds, including cleaning up and refuse left behind by campers, weed-whacking, mowing grass & overgrowth where riding Village lawnmowers cannot clear, checking all plumbing and electrical systems to ensure proper functioning, perform periodic Fall and Spring cleanups.
 - E. Bathrooms will be checked and cleaned daily, re-stocked when necessary, and thoroughly cleaned weekly.
 - F. Act as point of contact for all campers, handle camper inquiries and concerns, as needed, and resolve conflicts when required.
 - G. Flexible on-site hours, with phone availability hours more regulated. Minimum of 15 hours on-site over five days per calendar week, including at least one weekend day.

H. Additional duties related to the above that may reasonably be requested by the Village.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay the Contractor the amount of \$18 per hour for service time provided with services to be provided at a minimum of 15 hours per week of the Contract period, and the Village will also provide a space for the Contractor's personal camper, at no charge to the Contractor, for the duration of time of the Contract.

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 on a semiweekly basis, on the basis of invoices to be prepared and submitted by the Contractor.

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.

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 executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 3650 Trans Date: 02/13/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 02/13/2017
Description: TO FUND THE REPAIR OF ENGINE # 5 Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	31,000.00
E.0342	MAJOR ENGINE REPAIRS	31,000.00
Total Amount:		62,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 3 Trans Type: B1 - Transfer Status: Batch
 Trans No: 3651 Trans Date: 03/03/2017 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 03/03/2017
 Description: TRANSFER OF FUNDS TO FUND THE PURCHASE OF NEW MICROSCOPE, AND REPAIR OF VFD FOR BNR BASIN # 1 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.8110.413	TRANSPORTATION MAINT..	-2,200.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	1,000.00
G.8120.401	EQUIPMENT REPAIR..	1,200.00
Total Amount:		<u>0.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 3 Trans Type: B2 - Amend Status: Batch
Trans No: 3653 Trans Date: 03/08/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 03/08/2017
Description: TO FUND THE CORRECTIVE ACTION WORK DONE BY A & F ELECTRICAL TESTING INC. FOR THE LIGHT PLANT UPGRADE
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.0352.205	TRANSM SUBSTATION EQUIPMENT..	309,000.00
E.5990	APPROPRIATED FUND BALANCE	309,000.00
Total Amount:		618,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 3 Trans Type: B1 - Transfer Status: Batch
 Trans No: 3654 Trans Date: 03/09/2017 User Ref: ROBERT
 Requested: Approved: Created by: ROBERT 03/09/2017
 Description: TRANSFER OF FUNDS TO FUND SEWER WATER RATE STUDY
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-5,488.00
G.8110.404	BILLING & ACCOUNTING..	5,488.00
F.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-2,000.00
F.8310.413	SPECIAL SERVICES..	-3,488.00
F.8310.407	BILLING & ACCOUNTING..	5,488.00
Total Amount:		<u>0.00</u>

Sylvia Pirillo

From: Adam Hubbard
Sent: Monday, March 20, 2017 12:17 PM
To: Sylvia Pirillo
Subject: FW: WesTech Job Q20273-125101 Quote
Attachments: WesTech quote #124414 parts and 124415 Field service for job #20936A

From: Tyler EDWARDS [mailto:TEDWARDS@westech-inc.com]
Sent: Wednesday, March 15, 2017 6:06 PM
To: Adam Hubbard <ahubbard@greenportvillage.org>
Subject: RE: WesTech Job Q20273-125101 Quote

Adam,

Please find attached the sole source letter we have provided for this chain before.

Thanks,

Tyler

From: Adam Hubbard [mailto:ahubbard@greenportvillage.org]
Sent: Wednesday, March 15, 2017 6:14 AM
To: Tyler EDWARDS
Subject: RE: WesTech Job Q20273-125101 Quote

Thank you for the quick response, only other question is can we get these chains from anywhere else or is Wes-Tech the sole source? Our procurement policy mandates we ask. Thanks again.

From: Tyler EDWARDS [mailto:TEDWARDS@westech-inc.com]
Sent: Tuesday, March 14, 2017 3:48 PM
To: Adam Hubbard <ahubbard@greenportvillage.org>
Cc: Atlantic Coastal Technology Aftermarket <AtlanticCoastalTechnologyAftermarket@westech-inc.com>
Subject: RE: WesTech Job Q20273-125101 Quote

Adam,

This price is still valid.

Please find attached your requested quotation.

If you have any questions or need any additional information, please don't hesitate to contact me.

When placing your order – you can email or fax your purchase order to my attention, or sign the attached Quotation and return it to me. Please be sure to include your exact Billing and Ship To addresses. If your organization is tax-exempt, a copy of your tax-exempt certificate will also need to be included.

WesTech can also offer the following aftermarket services for your project:

- Drive Rebuilds and Replacements
- Installation labor services (Turn-key Services)
- Service Agreements

Please contact me for additional Turn-key pricing.

Thank you for choosing WesTech Engineering.

Regards,

Tyler Edwards

Aftermarket Sales, Project Manager

T: 801.290.5774

C: 801.265.1000 Ext. 584

3665 South West Temple

Salt Lake City, Utah 84115.

tedwards@WesTech-inc.com

parts@WesTech-inc.com

westech-inc.com

WESTECH

Please remember that we are here to help you. Our Engineering staff is willing to answer any questions. Our experienced field service team can help you with any repair.

We want to be of service to you. If you have any questions or need additional information, please let us know.

From: Adam Hubbard [<mailto:ahubbard@greenportvillage.org>]

Sent: Tuesday, March 14, 2017 12:06 PM

To: Tyler EDWARDS

Cc: Shaunae HANSEN

Subject: WesTech Job Q20273-125101 Quote

Hi Tyler, a while ago Ray Dunbar had requested a quote for three new upgraded drive chains for the BNR aerotors. The quotation number was Q20273-125101. Can you please send me a current quote as soon as possible, we had another chain break and need to get this basin back in service ASAP.

Thank You,

dam Hubbard

A



April 19, 2016

RAY DUNBAR
City of Greenport Village WWTP
236 Third Street
Greenport Village, NY 11944

Dear Mr. Dunbar,

As per your request, I am sending this letter to advise you and whom it may concern that the STM-Aerotors, for which you are seeking parts was designed and is only manufactured by WesTechEngineering, Inc., in Salt Lake City, UT. No other manufacturer or parts distributor can supply this equipment. Parts may be purchased directly through WesTech Engineering or the sole source supplier of WesTech equipment in your region, ATLANTIC COASTAL TECHNOLOGIES, CORPORATION; please see their contact info below:

ATLANTIC COASTAL TECHNOLOGIES, CORPORATION
250 West Main Street]
P.O. Box 820
Moorestown, New Jersey 08057-2365
O:856-234-1730
F:856-273-4387

Should you require any additional information please contact me.

Best Regards,



Tyler Edwards
WesTech Engineering, Inc
801-290-5774

WESTECH ENGINEERING, INC.

3625 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH 84115 FAX (801) 265-1080 PHONE (801) 265-1000

WESTECH QUOTATION

WESTECH [®]	P.O. BOX 65068	Phone: 801-265-1000	Quotation No.
	SALT LAKE CITY, UTAH 84165-0068	Fax: 801-265-1080	Q22299-125101

Thank you for the opportunity to quote you with your equipment needs.
Please review the following and contact us to place an order or ask any question.

Date: 3/14/2017	Proj Manager: TYLER D EDWARDS	Ship Via: BEST WAY
RFQ No.: Q22299-125101	Prime Job No: 20936A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: TYLER D EDWARDS	Prime Name: GREENPORT	Lead Time: 2 WEEKS
Phone: 801-290-5774 or 801-265-1000	Equipment: STM-AEROTORS	Quote Valid: 15 days
Email: TEDWARDS@WESTECH-INC.COM	Tax Exemption No.: NY-SALES TAX EXEMPTION ON FILE	Payment Terms: NET 30 DAYS
For Group: 15		

Bill To: ADAM HUBBARD VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT, NY 11944	Ship To: ADAM HUBBARD VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT, NY 11944
VIL002	8053

Tel/Fax: 631-447-0390
AHUBBARD@GREENPORTVILLAGE.O
RG

Tel/Fax: 631-447-0390 / 631-477-1877

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
42544	N/A		DRIVE CHAIN TO INCLUDE:*	3	EA	6,893.00	20,679.00
42544	141A	N/A	*CHAIN (UPGRADE)	3	EA		
42544	141B	N/A	*PITCH OFFSET LINK WITH P&C	3	EA		
42544	141C	N/A	*DRILLED PIN 17-4PH SS	6	EA		
42544	141D	N/A	*COTTER 17-4PH SS	6	EA		

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total 20,679.00

-Please see the attached General Terms and Conditions.

-Minimum Order amount is US\$250.00

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech accepts Credit Card payments up to \$10,000. This is to include freight and taxes. Any order over this amount will be invoiced at terms. A processing fee of up to 4 percent on Credit Cards will be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



Terms of Sales

Order No: Q22299-125101

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. **SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
2. **ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
7. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
9. **INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
11. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
12. **TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
13. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
14. **SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q22299-125101

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. **WARRANTY:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. **PATENTS:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. **SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. **RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. **BACKCHARGES:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. **INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. **MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. **EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. **LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. **ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

March 17, 2017

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING ADOPTION OF A
LOCAL LAW OF 2017 AMENDING SECTION 132-18 OF THE GREENPORT VILLAGE
CODE ALL NIGHT PARKING

WHEREAS a proposed Local Law of 2017 of the Village of Greenport amending Chapter 132-18 of the Greenport Village Code has been submitted for adoption by the Board of Trustees of the Village of Greenport, and;

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Board of Trustees of the Village of Greenport in its consideration and possible action on the proposed Local Law with regard to SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA, and it is further

RESOLVED that the Board of Trustees hereby determines that this adoption of the Local Law is an Unlisted Action for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the adoption of the local law;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a

critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant and does not involve two or more related actions each of which is not significant but when reviewed together are significant, and that it is therefore;

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

Upon motion of Trustee _____ seconded by Trustee _____,

The resolution is carried upon roll call as follows:

Trustee Martilotta	_____	Adopted _____, 2017
Trustee Phillips	_____	_____
Trustee Roberts	_____	Sylvia Pirillo, Village Clerk
Trustee Robins	_____	Village Seal:
Mayor Hubbard	_____	

LOCAL LAW NO. OF THE YEAR 2017
AMENDING SECTION 132-18 OF THE GREENPORT VILLAGE CODE
ALL NIGHT PARKING

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 of Chapter 132
- 3.0 Severability

1.1 Title

This Local Law shall be entitled “Local Law of 2017 Amending Section 132-18 of the Greenport Village Code, All Night Parking”.

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 2017, 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 amend the existing Chapter 132-18 to Amend the regulations of the Village of Greenport regarding parking in the public streets of the Village after a snowfall or ice storm to maintain and protect the quality of life and safety of the residents of the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-18. of the Greenport Village Code is hereby amended to read as follows:

“132-18 Street Parking Limited During and After Winter Storm Events

A. The Board of Trustees of the Village of Greenport does hereby find that there exists a threat to public safety any time that snow, freezing rain, sleet, or ice accumulates on Village roads and that the parking or abandonment of vehicles on or along the Village streets during snow and other winter-weather-related events prohibits and/or restricts the Village’s ability to remediate the hazardous conditions on the streets and impedes the ability of fire, police, and ambulance vehicles and personnel to provide necessary services to Village of Greenport residents and the public. For the above reason the Village of Greenport Board of Trustees finds it necessary to enact legislation prohibiting parking and standing of vehicles on Village of Greenport streets in anticipation of, during and after snow or winter weather events.

B. It shall therefore be unlawful for any person to place, park or leave any automobile, truck, sports utility vehicle, or other motor vehicle on any Village road or street within the corporation limits of the Village of Greenport after a fall or precipitation of snow of two inches or more and thereafter until the snow has been removed or cleared from such public road or street unless such automobile, truck or other vehicle is at all times attended by and in the

Draft Snow Storm Parking Law
February 7, 2017

charge of a person capable of operating it as described in § 132-51, Schedule XIII. The Mayor or the Village Administrator shall determine the time for a particular storm that this prohibition shall go into effect and the prohibition as well as the end of the prohibition after the removal of the snow or ice shall be announced on the Greenport Village Website and WLNG, and the website of the Southold Times, however the prohibition shall take effect after a snowfall of two inches or more, even if the Village of Greenport has not announced the prohibition.

C. Vehicles parked or abandoned after a snowfall of two inches or more, or after the announcement of a snow emergency prohibition as provided herein shall be subject to a fine of two hundred and fifty dollars (\$250) per day for each day that the vehicle is parked or abandoned in violation of this Section 132-18 and the towing and removal of the vehicle by the Village of Greenport or the Southold Town Police, at the cost of the owner of the vehicle.

Severability

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