



**November 25, 2019 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

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

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Barbara Anne Armstrong-Gleason
Robert Burns
Arthur S. Gibbons
Raymond R. Huntington
Mary Wheeler Doroski McCafferty

Joseph Cherepowich
William Francis Claudio

ANNOUNCEMENTS

- The Village Offices will be closed on November 28, 2019 and November 29, 2019 in celebration of Thanksgiving.
- The annual Parade of Lights has been scheduled for December 7, 2019 beginning at 5:00 p.m.
- The annual Menorah Lighting has been scheduled for December 22, 2019 beginning at 5:00 p.m.
- The Village Offices will close at 12 noon on December 24, 2019, and will be closed for the entire day on December 25, 2019 in celebration of Christmas.
- Thank you to the Musto Family for the donation of this year's Christmas Tree in Mitchell Park.

PRESENTATION

Wastewater Treatment System Asset Management Program

PUBLIC HEARINGS

Proposed amendment to Chapter 132 (Vehicles and Traffic) Section 54A, Schedule XVI (Limited Time Parking) of the Village of Greenport Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 11-2019-1**

RESOLUTION adopting the November, 2019 agenda as printed.

RESOLUTION # 11-2019-2

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

RESOLUTION # 11-2019-3

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on November 21, 2019:

RESOLUTION authorizing withdrawal from the negotiating class in the pending Opioid Crisis federal court litigation, authorizing the commencement of separate litigation, and approving a legal services contract between the Village of Greenport and Tate Grossman Kelly & Iaccarino, LLP.

FIRE DEPARTMENT**RESOLUTION # 11-2019-4**

RESOLUTION approving the application for membership of Russell Wayne Harvey to the Eagle Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on November 20, 2019.

RESOLUTION # 11-2019-5

RESOLUTION approving the application for membership of Joseph Verley, Jr. to the Standard Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on November 20, 2019.

VILLAGE ADMINISTRATOR**RESOLUTION # 11-2019-6**

RESOLUTION awarding the contract for tree and stump removal and stump grinding services on specified Village of Greenport streets to Johnson Tree Company, for a total contract price of \$ 16,850.00 per the bid opening on October 31, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Johnson Tree Company.

RESOLUTION # 11-2019-7

RESOLUTION hiring Timothy McDonald as a part-time, seasonal employee for the Village of Greenport Ice Rink, at a pay rate of \$12.00 per hour, effective November 26, 2019.

RESOLUTION # 11-2019-8

RESOLUTION ratifying the hiring of Georgia Neighley and Daelyn Healy as part-time, seasonal Carousel and Ice Rink employees, at a pay rate of \$13.00 per hour, effective November 23, 2019.

RESOLUTION # 11-2019-9

RESOLUTION ratifying the re-hiring of Stephen Venuti as a part-time, seasonal Carousel and Ice Rink employee, at a pay rate of \$ 16.00 per hour, effective November 23, 2019.

RESOLUTION # 11-2019-10

RESOLUTION authorizing the attendance of Ethan Holland at NEPPA's 2020 Apprentice Program for Second-Year Training at Northwest Lineman College in Littleton, Massachusetts. Complete training is scheduled as six sessions to be held on: January 28, 2020 – January 31, 2020 (make-up class), February 4, 2020 – February 7, 2020 (make-up class), March 3, 2020 – March 6, 2020 (start of second-year classes), March 17, 2020 – March 20, 2020 (regular class), September 29, 2020 – October 2, 2020 (regular class), and November 3 – November 6, 2020 (regular class) at a total cost of: \$ 3,200.00 for the training classes, a lodging rate of \$ 2,073.12, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements per the Village of Greenport Travel Policy; to be expensed from account E. 0785.210 (Employee Training).

RESOLUTION # 11-2019-11

RESOLUTION authorizing the attendance of Douglas Rocco at NEPPA's 2020 Apprentice Program for Fourth-Year Training at Northwest Lineman College in Littleton, Massachusetts. Complete training is scheduled as five sessions to be held on February 11, 2020 – February 14, 2020 (make-up class), February 25, 2020 – February 28, 2020 (start of fourth-year regular class), March 31, 2020 – April 3, 2020 (regular class), October 20, 2020 – October 23, 2020 (regular class) and December 7, 2020 – December 10, 2020 (regular class) at a total cost of: \$ 3,200.00 for the training classes, a lodging rate of \$ 2,073.12, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements per the Village of Greenport Travel Policy; to be expensed from account E. 0785.210 (Employee Training).

RESOLUTION # 11-2019-12

RESOLUTION ratifying the attendance of William Schulz at the New York State Department of Health Backflow Device Tester Certification Course, from October 1, 2019 through October 4, 2019 in Copiague, New York.

RESOLUTION # 11-2019-13

RESOLUTION approving an increase in the hourly wage rate for William Schulz, from \$ 18.40 to \$ 19.90 per hour, effective November 27, 2019 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) – Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 11-2019-14

RESOLUTION approving an increase in the hourly wage rate for Deborah McLoughlin, from \$ 20.98 to \$ 23.00 per hour, effective November 27, 2019 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) – Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 11-2019-15

RESOLUTION accepting the abandoned building at the Water Tower site on Moore's Lane from Verizon, per the lease abandonment by Verizon, and authorizing Village Administrator Pallas to execute any requisite corresponding documents subject to Village Attorney approval - assuming no financial impact to the Village of Greenport - regarding the acceptance of the abandonment.

VILLAGE TREASURER**RESOLUTION # 11-2019-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4229, to fund tree and stump removal services, and directing that Budget Transfer # 4229 be included as part of the formal meeting minutes of the November 25, 2019 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 11-2019-17**

RESOLUTION approving the Public Assembly Permit Application submitted by Elizabeth Mandara on behalf of the United States Power Squadron District 3, for the use of a portion of Mitchell Park from 9 a.m. through 11 p.m. from July 30, 2020 through August 2, 2020 for the annual Rendezvous for District 3.

RESOLUTION # 11-2019-18

RESOLUTION scheduling a public hearing for 7:00 p.m. on December 26, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Robert E. Hermann of En-Consultants on behalf of Pipes Cove Management Association for the property at 131 Sixth Street, Greenport, New York, 11944 to perform work concerning removals, replacements, constructions and re-constructions, per the attached Project Description.

RESOLUTION # 11-2019-19

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue, LLC for the property at 123 Sterling Avenue, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is a Type II Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment.

RESOLUTION # 11-2019-20

RESOLUTION approving the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue, LLC for the property at 123 Sterling Avenue, Greenport, NY 11944 to install:

- a 4-foot-wide by 6-foot-long fixed platform leading to a 3-foot-wide by 15-foot-long ramp leading to a 4-foot-wide by 34-foot-long float,
- a 4-foot-wide by 20-foot-long float, three (3) 3-foot-wide by 20-foot-long finger floats on the northern float and
- two (2) 3-foot-wide by 20-foot-long finger floats on the western float; each secured by one (1) 12-inch-diameter timber pile, four (4) safety ladders and four (4) 12-inch diameter timber piles.

Per the Village of Greenport Conservation Advisory Council, the following conditions shall also apply to the approval of this permit application:

- The approved Wetlands Permit Application will have an expiration date of two (2) years from the date of approval.
- The applicant must install a pump-out station on the premises that is accessible to the public, and
- Any required fill material shall come from site material previously removed and currently stored on-site.

RESOLUTION # 11-2019-21

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2019-22

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2019-23

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2019-24

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

RESOLUTION # 11-2019-25

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

RESOLUTION # 11-2019-26

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club, Ltd. for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Hockey Club, Ltd.

RESOLUTION # 11-2019-27

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Open Hockey League.

RESOLUTION # 11-2019-28

RESOLUTION approving a proposed Inter-Municipal Agreement between the Village of Greenport and the Greenport Union Free School District for a joint program from 12:30 p.m. through 3:00 p.m. on: December 26, 2019 / December 27, 2019 / January 2, 2020 / January 3, 2020 / February 18, 2020 through February 21, 2020 and April 6, 2020 through April 9, 2020 at the Greenport School, and authorizing Mayor Hubbard to sign the Inter-Municipal Agreement between the Village of Greenport and the Greenport Union Free School District.

RESOLUTION # 11-2019-29

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator, in the amount of \$ 1,000.00, to be used to set up the required cash drawer / banks for the operation of the Village of Greenport ice skating rink.

RESOLUTION # 11-2019-30

RESOLUTION ratifying the attendance of Clerk Pirillo at the Long Island Village Clerks and Treasurers Association meeting on November 14, 2019 in Riverhead, New York with the \$ 35.00 registration fee and all applicable travel costs in accordance with the official Village of Greenport Travel Policy to be reimbursed from account A.1410.400 (Clerk Contractual Expense).

VILLAGE ATTORNEY**RESOLUTION # 11-2019-31**

RESOLUTION approving Order on Consent resolving and settling NYS DEC Case No. R1-20190620-150 and authorizing Mayor Hubbard to execute any documents required for the completion of the Order on Consent.

TRUSTEES**RESOLUTION # 11-2019-32**

RESOLUTION accepting the attached proposal from J.R. Holzmacher P.E., LLC for professional engineering and consulting services to assist the Village of Greenport Building Department with plan review and inspection services for any application and approved development per the Village of Greenport Code and the Uniform Building and Fire Prevention Codes, for the property located at 123 Sterling Avenue, Greenport, New York. Applicant Paul Pawlowski agrees to reimburse the Village of Greenport for all costs incurred by the Village with respect to the Holzmacher services for this project, with the Village to be reimbursed by payments from an escrow account controlled by the Village that will be established for that purpose and which will be funded by 123 Sterling Avenue, LLC.

VOUCHER SUMMARY**RESOLUTION # 11-2019-33**

RESOLUTION approving all checks per the Voucher Summary Report dated November 22, 2019, in the total amount of \$ 826,271.51 consisting of:

- o All regular checks in the amount of \$ 702,606.60, and
- o All prepaid checks (including wire transfers) in the amount of \$ 123,664.91.

November 20, 2019

LOCAL LAW NO. OF THE YEAR 2019

AMENDING SECTIONS 132-54(A) SCHEDULE XVI
LIMITED TIME PARKING and 132-57 SCHEDULE XIX: HANDICAPPED
PARKING SPACES, CREATING SECTION 132-59
TRANSIENT PARKING AT CHARGING STATION AND
REMOVING SECTION 132-54(B)
OF THE GREENPORT VILLAGE CODE

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 132-54(A)
 - 2.2 Removal of Section 132-54(B)
 - 2.3 Amendment to Section 132-57
 - 2.4 Creation of Section 132-59
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2019 Amending Sections
132-54(A) Schedule XVI Limited Time Parking and 132-57 Schedule XIX Handicapped
Parking Spaces, deleting Section 132-54(B) and creating Section 132-59 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 2019, 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 improve available parking for the residents of the Village and their guests and other visitors to the Village and to foster commerce and convenience of access to the Village businesses and attractions.

2.0. General Provisions.

2.1. The following provisions of Section 132-54(A) of the Greenport Village Code, Schedule XVI Limited Time Parking shall be amended as follows:

A. All existing sections of 132-54(A) referring to Adams Street to be removed from Section 132.54(A) and replaced with the following:

Name of Street	Sides	Time Limit	Hours	Location
Adams Street	North	2 hours	10:00 a.m. to 8:00 p.m.	Beginning 200 ft East of 3rd St.
Adams Street	IGA Lot	30 mins.	10:00 a.m. to 8:00 p.m.	9 spaces northeast portion of IGA parking lot facing the The west side of the IGA building.

Name of Street	Sides	Time Limit	Hours	Location
Adams Street	South	1 hour	10:00 a.m. to 8:00 p.m.	From First to Main Street
Adams Street	North	2 hours	10:00 a.m. to 8:00 p.m.	From First to Main Street

B. All existing sections of 132-54(A) referring to First Street are to be removed from Section 132.54(A) and replaced with the following:

Name of Street	Sides	Time Limit	Hours	Location
First Street	Both	30 mins.	10:00 a.m. to 8:00 p.m.	From south of South Street to north of Front Street

2.2 Removal of Section 132-54(B) from the Greenport Village Code.

Section 132-54(B) is hereby removed from the Greenport Village Code.

2.3 Amendment of Section 132-57.

The following subsections are added to Section 132-57:

Name of Street	Number of Spaces	Location
Adams Street	2	Adjacent to IGA
Adams Street	1	South side of Adams Street east end
First Street	2	Just south of Adams Street

2.4 Creation of Section 132-59

Section 132-59 is hereby created to read as follows:

132-59 Stopping/parking at charging station

Stopping and or parking at charging station located in Adams Street parking lot shall be limited to vehicles that are authorized to charge and are actually charging and

shall be limited to a time of one hour only, A vehicle must be moved from the charging station spot when not charging or charging has been completed. Vehicles remaining or left in the charging station in violation of this Section shall be subject to towing and ticketing. A violation of this Section shall be subject to a fine of \$250 for each and every violation of this Section of the Greenport Village Code and each hour that a vehicle is left at the charging station in violation of this Section shall be a separate violation of this Section.

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 AUTHORIZING WITHDRAWAL FROM CLASS ACTION,
AUTHORIZING THE COMMENCEMENT OF SEPARATE LITIGATION
AND APPROVING A LEGAL SERVICES CONTRACT
WITH TATE, GROSSMAN, KELLY & IACCARINO LLP

WHEREAS Village of Greenport is a member of a Class Action lawsuit in Federal Court in the Northern District of Ohio regarding the opioid crisis; and

WHEREAS the Board of Trustees of the Village of Greenport feels that it is in the best interests of the Village and its residents for the Village to withdraw as a member of the class action and to join the litigation as a separate plaintiff; and

WHEREAS the Board of Trustees of the Village of Greenport has received a Legal Services Contract from the law firm of Tate Grossman Kelly & Iaccarino, LLP to represent the Village of Greenport in the Opioid crisis litigation; and

WHEREAS the Board of Trustees of the Village of Greenport has determined that it is in the best interests of the Village for the Village to retain the law firm of Tate Grossman Kelly & Iaccarino, LLP for representation of the village in the Opioid litigation in both Ohio and New York State; it is therefore

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines to opt out of the class action in the matter of the Opioid Litigation authorizes the Village to commence litigation against the defendants of the class action law suit and other suits that are pending, agrees to retain the services of Tate Grossman Kelly & Iaccarino LLP to represent the Village of Greenport in those actions and approves the Legal Services Agreement with Tate Grossman Kelly & Iaccarino LLP and authorizes Mayor Hubbard to execute the Legal Services Agreement.

Upon motion of Mayor Hubbard seconded by Trustee Martilotta

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

Trustee Clarke - Y

Trustee Robins - Y

Trustee Martilotta - Y

Trustee Phillips - Y

Mayor Hubbard - Y

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 4229 Trans Date: 11/12/2019 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 11/12/2019
Description: TO APPROPRIATE RESERVES FOR TREE AND STUMP REMOVAL SERVICES
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	9,850.00
A.5110 407	TREES/GROUNDS. SUBCONTRACTS.	9,850.00
E.5990	APPROPRIATED FUND BALANCE	7,000.00
E.0761.221	TREE TRIMMING.	7,000.00
Total Amount:		33,700.00

NOV 08 2019 U

BY:

**PROJECT DESCRIPTION
FOR
PIPES COVE MANAGEMENT ASSOCIATION
6th STREET
GREENPORT, NY
SCTM #1001-7-1-16.6**

Construct ± 40 lf of vinyl bulkhead in place of timber bulkhead to be removed (Section A1), and construct new easterly ± 20 ' vinyl bulkhead return; construct ± 68 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Sections A2 & A3); excavate and dredge (to a max. depth of -6' MLW) a 6' x 117' area behind existing ± 123 lf of timber and steel bulkhead to be removed, and construct (6' landward of bulkhead to be removed) ± 28 lf of vinyl bulkhead (Section B1) with a ± 6 lf seaward return (to connect Section B1 to Section A3), ± 52 lf of low-sill vinyl bulkhead elevated ± 3.1 feet lower (Section C), and ± 37 lf of vinyl bulkhead (Section B2), and use approximately 253 cy of excavated upland soil/dredged spoil as backfill; lower existing grade up to 3.1 feet behind low-sill bulkhead by excavating approx. 100 cy of upland soil material and constructing ± 21 ', ± 52 ' and ± 21 ' sections of vinyl retaining wall to form a ± 21 ' x ± 52 ' area landward of new low-sill bulkhead to be planted with approx. 832 sf of vegetated tidal marsh (± 312 sf IM and ± 520 sf HM) and approx. 260 sf of native buffer vegetation; construct ± 120 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Section D); construct ± 42 lf of vinyl bulkhead in place of (and up to 1.35' higher than) existing timber bulkhead to be removed (Section E); construct 3' x 15' ramp and 5' x 25' floating dock secured by (3) 8"-diameter pilings in place of existing 3.5' x 30' fixed dock to be removed; construct ± 51 lf of vinyl bulkhead within 33" of (and up to 1.3' higher than) existing timber bulkhead to remain (Sections F1 & F2); construct ± 133 lf of vinyl bulkhead (located within Village jurisdiction) within 18" of (and up to 2.1' higher than) existing timber bulkhead to remain (Section G); protect and repair (in-kind/in-place) as needed approximately 125 lf of existing concrete retaining wall (located within Village jurisdiction) landward of bulkhead; reconstruct existing 77 sf concrete staircase; remove and replace approximately 1,560 sf of existing brick walk with 12' wide pervious crushed bluestone drainage buffer; relocate existing 5' x 35' floating dock to be secured with (3) 8"-diameter piles; incidentally dredge 10' wide, approx. 1,360 sf area to a max. depth of -6' MLW to recover lost upland soils; and use approximately 52 cy dredge spoil and approximately 91 cy of additional on-site excavation soils as backfill within Village jurisdiction, all as depicted and described on the site plan prepared by L.K. McLean Associates, P.C., dated October 2019.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT PAUL PAWLOWSKI ON BEHALF OF 123 STERLING AVENUE, LLC.

WHEREAS an application for a wetlands permit approval was filed by applicant Paul Pawlowski on behalf of 123 Sterling Avenue, LLC with 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 Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is a Type II Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

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

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

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

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

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

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

Will not encourage or attract an additional large number of people to a place for more than

a few days, and;

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: October 28, 2019

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2018, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not-for-profit corporation with an address of 900 Harvest Lane, Mattituck, New York, 11952 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.
4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

6. The term of this agreement shall be from December 1, 2019 until May 1, 2020 unless terminated by one of the parties prior to May 1, 2020. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2019 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March, 2020). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2019, January 31, 2020, February 28, 2020, and March 31, 2020, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2020, the end of the term of the Agreement.

December estimated total fee: \$4,925 Balance based on actual use due on December 31, 2019
Initial monthly Payment: \$2,462.50 (due December 1, 2019)

January estimated total fee: \$5,000 Balance based on actual use due on January 31, 2020
Initial monthly Payment: \$2,500 (due January 1, 2020)

February estimated total fee: \$4,500 Balance based on actual use due on February 28, 2020
Initial monthly Payment: \$2,250 (due February 1, 2020)

March estimated total fee : \$4,825 Balance based on actual use due on March 31, 2020.
Initial monthly Payment: \$2412.50 (due March 1, 2020)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

12. This Agreement shall not be assignable by the Club.

15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Hockey Club Ltd.,
P. O. Box 1686,
1755 Laurel Way
Mattituck, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

16. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Hockey Club Ltd.

By: _____

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

STATE OF NEW YORK)
)ss:
COUNTY OF SUFFOLK)

On this ____ day of _____, 2018, 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 _____ described in and which executed the foregoing instrument.

(SEAL)

Notary Public

STATE OF NEW YORK)
) ss:
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

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2018, by and between the Greenport Open Hockey League., (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 476, Laurel, New York 11948, and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.
4. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

7. The term of this agreement shall be from December 1, 2019 until May 1, 2020 unless terminated by one of the parties prior to May 1, 2020. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of breach or default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 1, 2020 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December 2019, January, February, and March, 2020). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2019, January 31, 2020, February 28, 2020, and March 15, 2020, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2020, the end of the term of the Agreement.

December estimated total fee: \$1,600 Balance based on actual use due on December 31, 2019
Initial monthly Payment: \$800 (due December 1, 2019)

January estimated total fee: \$1,600 Balance based on actual use due on January 31, 2020
Initial monthly Payment: \$800 (due January 1, 2020)

February estimated total fee: \$1,600 Balance based on actual use due on February 28, 2020
Initial monthly Payment: \$800 (due February 1, 2020)

March estimated total fee (through March 31st): \$1,800 Balance based on actual use due on March 31, 2020.

Initial monthly Payment: \$900 (due March 1, 2020)

9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

12. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Open Hockey League,
P. O. Box 476
Laurel, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Open Hockey League

By: _____

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

STATE OF NEW YORK)
)ss:
COUNTY OF SUFFOLK)

On this ____ day of _____, 2018, 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 _____ described in and which executed the foregoing instrument.

(SEAL)

Notary Public

STATE OF NEW YORK)
) ss:
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

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

November 8, 2019

Paul Pallas
Village of Greenport
236 Third Street
Greenport NY 11944

Re: 123 Sterling LLC Mixed Used Development
Proposal for Professional Engineering
Services to Assist the Building Department
with Plan Review and Inspections During
Development and Construction

Dear Mr. Pallas:

J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers, is pleased to provide this proposal for professional engineering and consulting services to assist the Village Building Department with plan review and inspection services for any approved development under the Village Code and IBC code. This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks associated with the plan review and inspections.

QUALIFICATIONS

JRH has most recently performed similar services to the Building Departments of the Village of Patchogue, Village of Lindenhurst and the Village of Port Jefferson. These services are provided in close coordination with the Building Department staff in order to provide staff having experience in areas not often found within Village Building Departments. Typically, these include review of projects having large sites, buildings of greater than two floors, complicated or large drainage systems, geotechnical and soils issues; large reinforced concrete structures; and stormwater pollution prevention plans. JRH provides staff to review plans and to cover peak periods of construction so that the Building Department staff can continue to address its normal duties.

JRH was formed with the intent of providing high quality civil, water supply and environmental consulting engineering services to municipal, commercial, industrial, private and federal clients, at fair prices. The firm is fully computerized with strong capabilities in Computer Aided Design and Drafting (CADD), 3D computer modeling, structural analysis, and Geographic Information Systems (GIS). Technology is not used for its own sake, but is applied to increase the accuracy of the delivered work product, and the efficiency with which it is produced. JRH has strong technical and design capabilities, but is efficiently staffed, which allows us to keep our overhead competitive.

Representative clients include Brookhaven National Laboratory, the Village of Northport, Village of Freeport, Village of Greenport, Village of Mastic Beach, Village of Patchogue, Village of Hempstead, Village of Lawrence, Village of Bellport, Village of Port Jefferson, Village of Saltaire, Village of Dering Harbor, South Huntington Water District, West Neck

Water District, Sound View Inn, Sunset Beach Motel, and Telephonics Corporation. We can provide more formal qualification materials and project portfolios should you so desire.

Scope of Services:

JRH staff members will assist the Village Building Department with the review of electrical, plumbing, mechanical, structural, architectural, fire suppression, ADA Compliance, and means of egress and accessibility plans for **123 Sterling LLC Multi Use Development**. The plan review is to check for compliance with the requirements of the New York State Building Code (IBC) as well as with Village codes and regulations. Upon completion of plan review under each type of work, a separate letter report summarizing our findings will be prepared for review and comment by the Building Department. Our work will include a limited number of meetings with the Building Department and the respective designers to review their comment responses and arrive at a final approved set of plans.

Following plans approval, JRH will provide inspection assistance to the Building Department during construction. To achieve these goals, we offer the following tasks and sub tasks for your consideration.

Task 1 - Building Plan Review

This Task includes review of the plans and specifications submitted for civil, electrical, plumbing, mechanical, fire suppression, structural, architectural, ADA compliance, and means of egress and accessibility plans for any proposed projects to verify compliance with the New York State Building Code (IBC) as well as with Village codes and regulations. We anticipate performing the following sub Tasks:

- Review of each set of plans, details, and specifications for code compliance.
- Provision of a letter report describing plan review findings.
- We anticipate attending a total of four meetings with the respective designers to discuss our initial comments on the initial and revised plan submissions.

Task 2 – Building Inspection Services

This Task includes our time, as needed, to supplement the Village Building Department's inspections during construction of the building's structural elements, electrical, plumbing, mechanical, and fire suppression systems to be installed under any approved development. The goal of these inspections will be to verify that the work is completed in accordance with the approved plans. To complete this task we anticipate performing some or all of the following sub Tasks:

- Periodic inspection to supplement available Village Building Department staff, especially during busy phases of construction when multiple crews are working on site. This work will be scheduled and performed as directed by the Village Building Department or a duly appointed Village representative.

- Electrical, plumbing, and mechanical (HVAC) system inspections will be performed by a professional architect or engineer licensed to practice in the state of New York.
- As Village representative, JRH will perform visual inspections of subsurface conditions, verify subsurface preparation where necessary, and verification of third-party compaction inspections and test reports in areas of question for placement of concrete footings.
- As the Village representative, perform visual inspections and reporting on concrete placement and steel placement within the concrete for conformity with approved plans.
- Electronic reports will be provided to you for each inspection. Digital photographs of the items inspected will be included as part of the reports. Paper reports and or printed photos will not be provided unless specifically requested by you.
- Provision of immediate verbal and written notice to the Village, should areas of inadequate or deficient work be encountered.
- Assistance to review and file materials test reports, delivery tickets, manifests, etc.
- Participation in progress or special meetings with Owner, Contractors or their agents, as well as related phone calls, emails and correspondence.

Task 3 – Additional Services

Additional services will be rendered as requested.

COST PROPOSAL:

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope or amount of effort cannot be reasonably defined in advance. Please note, this type of work is heavily dependent on the Contractor's rate of work. We understand that these fees will be paid for indirectly by the Building Permit review fee to be collected by the Village and recommend that the Village include a contingency amount if the review fee has not already been established.

Task 1 - Building Plan Review

Hourly rates plus expenses. The level of effort required to review these plans can only be approximated as JRH has not yet seen a complete set of plans. We suggest an initial budget allocation of \$10,000 may be appropriate. Upon receipt of any plans this budget number can be revisited prior to the start of any review work of JRH.

Task 2 – Building Inspection Services

Hourly rates plus expenses. The hourly rate for inspection services will be based on the number of hours of inspection as well as what skill level of staff member is necessary to perform the requested inspection pursuant to the annexed Hourly Rate Schedule.

Total inspection expenditures under this Task will depend greatly upon the duration of construction. We suggest an initial budget allocation of \$40,000.

Task 3 – Additional Services

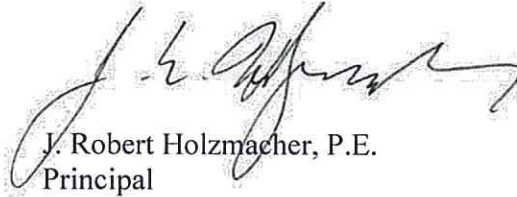
A mutually agreeable budget will be negotiated at the time the scope of any such services is established.

AGREEMENT

A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for 90 days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below and returning one copy (or an equivalent Board Resolution) to this office. Please call Thomas Murawski RA at ext. 112, or me at ext. 101 if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J. Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: Village of Greenport

Date: _____

JRH:tm
Encl.

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J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2019

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 375.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	110.00 – 315.00*
Engineers	90.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 175.00
Sr. Environmental Scientists	100.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	69.00 – 125.00
Field Technicians	66.00 – 110.00
Support Staff	45.00 – 85.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.545 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC ("Engineer") and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of "Hourly Rates in Effect for (current year)" is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client's permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

J.R. Holzmacher P.E., LLC

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

J.R. Holzmacher P.E., LLC

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

J.R. Holzmacher P.E., LLC

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal.