



**May 27, 2021 at 7:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Lura Lou Bandow  
Susan M. Bowes  
Lucie V. Diehl  
Elaine Marie Henry  
Marilyn E. Perrine

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

**ANNOUNCEMENTS**

The Suffolk County Department of Health Services, in conjunction with Southold Town, is hosting a Narcan Training Class from 7:00 – 8:00 p.m. on May 26<sup>th</sup> at the Peconic Recreation Center.

The Village Offices will be closed on May 31, 2021 in observance of Memorial Day.

Free Saturday morning Tai Chi classes will commence in Mitchell Park beginning at 9 a.m. on June 5, 2021.

**LIQUOR LICENSE APPLICATIONS**

New application from The Harborfront Inn, 209 Front Street

New application from AE Menhaden LLC, 207 Front Street

New application from The East End Seaport Museum & Marine Foundation, for the Peconic Star Express

**PUBLIC HEARINGS**

Wetlands Permit Application from Costello Marine, on behalf of Research Charters, Inc at 204 Carpenter Street

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 05-2021-1**

RESOLUTION adopting the May, 2021 agenda as printed.

**RESOLUTION # 05-2021-2**

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

**FIRE DEPARTMENT****RESOLUTION # 05-2021-3**

RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Station One Firehouse on Third Street, for the annual Chicken Barbecue fundraiser from 4:00 p.m. through 7:00 p.m. on August 21, 2021. The event will follow all COVID directives and guidelines in place.

**RESOLUTION # 05-2021-4**

RESOLUTION approving the application for membership of Enya S. Gray to the Rescue Squad of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on May 19, 2021.

**RESOLUTION # 05-2021-5**

RESOLUTION approving the application for membership of John Mantzopoulos to Star Hose Company # 3 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on May 19, 2021.

**VILLAGE ADMINISTRATOR****RESOLUTION # 05-2021-6**

RESOLUTION accepting the costs associated with tasks 2 through 6 on the attached proposal from J.R. Holzmacher, P.E., LLC for engineering, design and construction - related services for the design of a new drainage system at the Village of Greenport Wastewater Treatment plant, and authorizing Mayor Hubbard to sign the proposal from J.R. Holzmacher, P.E., LLC.

**RESOLUTION # 05-2021-7**

RESOLUTION approving attached Change Order # 1 from GTX Construction Associates Corp. in the total amount of \$ 14,275.00 for additional labor and materials required for the Fifth Street Restrooms Rehabilitation Project.

**RESOLUTION # 05-2021-8**

RESOLUTION approving attached Change Order # 2 from GTX Construction Associates Corp. in the total amount of \$ 5,500.00 for additional labor and materials required for the Fifth Street Restrooms Rehabilitation Project.

**VILLAGE TREASURER****RESOLUTION # 05-2021-9**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4784, to fund the Ferry Terminal Rebuild Project Change Order for AKRF; and directing that Budget Transfer # 4784 be included as part of the formal meeting minutes of the May 27, 2021 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2021-10**

RESOLUTION authorizing Treasurer Brandt to perform Budget Amendment # 4785 to appropriate reserves for the funding of engineering services for the DEC Order on Consent at the Village of Greenport Wastewater Treatment Plant; and directing that Budget Amendment # 4785 be included as part of the formal meeting minutes of the May 27, 2021 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2021-11**

RESOLUTION authorizing Treasurer Brandt to perform Budget Amendment # 4786 to appropriate reserves to fund legal services in the matter of Genesys vs. Greenport; and directing that Budget Amendment # 4786 be included as part of the formal meeting minutes of the May 27, 2021 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2021-12**

RESOLUTION authorizing Treasurer Brandt to perform Budget Amendment # 4787 to appropriate reserves to fund the rehabilitation of the air conditioning system at the Station One Firehouse; and directing that Budget Amendment # 4787 be included as part of the formal meeting minutes of the May 27, 2021 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2021-13**

RESOLUTION authorizing Treasurer Brandt to perform Budget Amendment # 4788 to appropriate reserves to fund the purchase of new utility meter reading handheld and auto-read devices that per the Village Administrator the provider is a sole-source provider; and directing that Budget Amendment # 4788 be included as part of the formal meeting minutes of the May 27, 2021 Regular Meeting of the Board of Trustees.

## VILLAGE CLERK

**RESOLUTION # 05-2021-14**

RESOLUTION ratifying the hiring of Evelyn Sosa as a part-time seasonal Carousel employee at an hourly wage rate of \$14.00 per hour, effective April 24, 2021.

**RESOLUTION # 05-2021-15**

RESOLUTION ratifying the hiring of Connor Williams and Aidan Patrick Colfer as part-time seasonal Carousel employees / Dockhands at Mitchell Park Marina at an hourly wage rate of \$ 14.00 per hour, effective May 1, 2021.

**RESOLUTION # 05-2021-16**

RESOLUTION ratifying the hiring of Lucy Hasel as a part-time seasonal Dockhand at Mitchell Park Marina at an hourly rate of \$ 14.00 per hour, effective May 15, 2021.

**RESOLUTION # 05-2021-17**

RESOLUTION hiring the following as part-time seasonal Camp Counselors / Carousel employees, effective May 28, 2021 at an hourly wage rate of \$ 14.00 per hour:

- Christina LaPera,
- Mildre Granados Rodas,
- Isabella DeMaio, and
- Abigail Kunz.

**RESOLUTION # 05-2021-18**

RESOLUTION ratifying the hiring of Kevin Hill as a part-time seasonal Carousel employee at an hourly wage rate of \$ 14.00 per hour, effective May 23, 2021.

**RESOLUTION # 05-2021-19**

RESOLUTION hiring Alexander Bolanos as a part-time Traffic Control Officer at an hourly rate of \$ 18.00 per hour, effective May 27, 2021.

**RESOLUTION # 05-2021-20**

RESOLUTION approving an increase in the hourly wage rate of Stephen Venuti, from \$16.00 per hour to \$17.00 per hour, effective June 2, 2021.

**RESOLUTION # 05-2021-21**

RESOLUTION hiring Anthony Yasso as a full-time Groundskeeper I for the Village of Greenport Road Department, at a wage rate of \$ 16.00 per hour, effective June 1, 2021. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

**RESOLUTION # 05-2021-22**

RESOLUTION approving the attached annual agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station, and authorizing Mayor Hubbard to sign the agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station.

**RESOLUTION # 05-2021-23**

RESOLUTION approving the bid as submitted by Emcor Services – the low bidder - in the amount of \$ 22,778.00 for the rehabilitation of the air conditioning system at the Station One Firehouse, per the bid opening on April 29, 2021 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Emcor Services.

**RESOLUTION # 05-2021-24**

RESOLUTION approving the Public Assembly Permit Application submitted by CAST for the use of a portion of the Fifth Street Beach/Park from 6:00 p.m. through 8:00 p.m. on June 15, 2021 for the Parent Child Plus Graduation ceremony, and further waiving the requisite \$ 50.00 Public Assembly Permit Application fee.

**RESOLUTION # 05-2021-25**

RESOLUTION approving the Public Assembly Permit Application submitted by Lauren Kollen on behalf of Greenport High School Class of 2021 for the use of specified Village streets from 8:30 a.m. through 11:30 a.m. on June 27, 2021 for the High School graduation parade, and further waiving the requisite \$ 50.00 Public Assembly Permit Application fee.

**RESOLUTION # 05-2021-26**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department, for the use of the Polo Grounds at Moore's Lane from 6:00 p.m. through 11:00 p.m. from June 30, 2021 through July 4, 2021 for the annual Carnival fundraiser, with fireworks scheduled for \_\_\_\_\_. The parameters for the logistics of this event will follow all COVID directives and guidelines in place, and a corresponding event operations plan has been submitted to the Village of Greenport.

**RESOLUTION # 05-2021-27**

RESOLUTION approving the Public Assembly Permit Application submitted by John A. Yeamans on behalf of the United States Power Squadrons for the use of a portion of Mitchell Park from 9:00 a.m. through 11:00 p.m. on July 30, 2021 and July 31, 2021 for the annual District 3 Rendezvous. The event will follow all COVID directives and guidelines in place.

**RESOLUTION # 05-2021-28**

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 18, 2021 through September 19, 2021; for the annual Maritime Festival. The event will follow all COVID directives and guidelines in place.

**RESOLUTION # 05-2021-29**

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, within the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 18, 2021 and from noon to 5:00 p.m. on September 19, 2021 for the annual Maritime Festival. The event will follow all COVID directions and guidelines in place.

**RESOLUTION # 05-2021-30**

RESOLUTION authorizing free dockage at the Village of Greenport Mitchell Park Marina for The Impossible Dream, a universally accessible sailing catamaran, from June 30, 2021 through 10:00 a.m. on July 2, 2021, with a voyage scheduled for July 1, 2021.

**RESOLUTION # 05-2021-31**

RESOLUTION approving the following musical performance schedule and payments for the 2021 Dances in the Park program, to be expensed from Account A.7312.400 (Arts and Culture Exhibitions):

August 2, 2021 – Winston Irie - \$ 1,200  
August 9, 2021 – Cravin Band - \$ 1,200  
August 16, 2021 – Southbound - \$ 1,200  
August 23, 2021 – No Request Band - \$ 1,200  
August 30, 2021 – That Motown Band - \$ 1,200

**RESOLUTION # 05-2021-32**

RESOLUTION approving the attached contract between the Village of Greenport and James Schott for the provision of technical sound services at five (5) of the 2021 Dances in the Park performances, at a rate of \$ 400 per performance.

**TRUSTEES****RESOLUTION # 05-2021-33**

RESOLUTION scheduling a public hearing for 7:00 p.m. on June 24, 2021 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 50 (Schedule XII – Loading Zones) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

## VOUCHER SUMMARY

**RESOLUTION # 05-2021-34**

RESOLUTION approving all checks per the Voucher Summary Report dated May 25, 2021, in the total amount of \$ 478,136.39 consisting of:

- o All regular checks in the amount of \$ 450,952.22, and
- o All prepaid checks (including wire transfers) in the amount of \$ 27,184.17.

# 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](mailto:info@holzmacher.com)

December 1, 2020

Paul J. Pallas, P.E., Village Administrator  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

Re:

Proposal for Engineering Services  
Sewage Treatment Plant Drainage  
Improvements

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide professional engineering services to assist you during planning and construction of drainage improvements at the Sewage Treatment Plant (STP). This work is part of ongoing efforts to reduce Infiltration and Inflow (I/I) to the sanitary sewer system as required by the consent order with the New York State Department of Environmental Conservation (NYSDEC).

Inflow of surface water during floods and rain water during storms has led to incidents of extreme high flows through the sanitary sewer system and directly on plant grounds which results in discharge of partially treated sewage out to the Long Island Sound. The treatment plant sits on top of the "Greenport Clay" which is a thick clay layer which does not allow ready percolation of rain water through to the underlying aquifer. Rainwater at the plant ends up accumulating and being pumped into the treatment tanks, resulting in undesirable dilution and increases in flow rate through the plant.

This project includes performance of a geologic soil boring to confirm the thickness and nature of the clay layer beneath the SWT plant and then design of a "soil wick" which will allow recharge of rainwater to the ground rather than pumping it through the STP. This work will be bid together with other work to construct retaining walls at the plant in hopes of gaining better pricing than if two separate bids are used.

The recommended scope of services, schedule of services and cost proposal are as follows:

## SCOPE

### **Task 1 – Geologic Investigation**

We will hire a driller so that the depth and nature of the clay can be determined prior to bidding the construction work. Design of the soil wick will be based on installation of cutting rings down to a granular strata at least ten feet in thickness. The goal of the drilling work is to find such a

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In Water Supply, Water Resources, Civil and Environmental Engineering*



strata. Having this information available at the time of the bid reduces the risk to the bidders, which should save money on the bid, and reduces the chance of the village having to consider claims for change orders if unforeseen site conditions are revealed during excavation. Work will include:

- Performance of a geologic boring to an approximate depth of 80 feet below grade. The boring will utilize a rotary circulation drill rig as the toughness of the clay is expected to prevent effective use of a Geoprobe to this depth. We have budgeted for two days of drilling.
- Observation of the boring and examination of the cuttings by an engineer or geologist on site.
- Preparation of a geologic boring log to be used in the drainage design and for your records.

### **Task 2 – Drainage Design**

Under this task JRH will evaluate the field conditions and prepare the necessary design plans and specifications for use during bidding and construction. We anticipate performing the following work:

- We will perform a limited topographic survey to determine existing grades and direction of surface flow, and to identify those areas where rainwater now collects.
- JRH staff members will perform one site visit to meet with the plant operating staff to confirm existing drainage patterns and suitable locations for future construction of the soil wick and drainage structures without impacting operation of the plant. We strongly recommend that the geologic boring be located in the desired location of the full size soil wick.
- JRH will use the available site plans and aerial photos, together with the topographic data to prepare the site work construction drawings showing the location of the new drainage structures and soil wick to be constructed.
- We will perform hydraulic calculations for sizing of drainage system components and discuss the relative drainage capabilities in comparison to construction costs with you prior to finalizing the design. Design calculations will include construction cost projections.
- We will prepare a draft set of plans and specification sections for review and approval by you prior to preparation of the final plans for bidding. We do not anticipate the need for any regulatory submission. We anticipate a single contract for General Construction, Site and Drainage work for the drainage and retaining walls.
- We assume that no Village Building Permit will be required, and that any permit or regulatory fees will be paid directly by the Village and are not included within our fee.

- We will create final plans and contract documents for Village use to solicit public bids. Five paper sets and ten electronic copies on CDs or flash drives will be provided.

### **Task 3 – Assistance During Bidding**

Services in support of Village efforts to obtain competitive bids can be provided as you may request. These will include some or all of the following:

- Preparation of “Notice to Bidders” to be placed in the required contract advertisement publications, if any. Any printing fees will be paid for by the Village.
- Notification to potential qualified bidders to pick up bid documents. We have had success in emailing sets of plans and specifications to engage the interest of potential bidders.
- Organization of, and attendance at, pre-bid meetings.
- Assistance to answer bidder’s technical questions, and evaluation of alternate means, methods, or equipment proposed prior to the bid opening.
- Communication with potential bidders, including preparation of official questions and answers prior to bid opening.
- Attend bid opening, review of bids for irregularities and unbalanced bids, evaluation of bidder’s proposals, verification of references, and preparation of bid tabulation sheet with recommendation for contract award.
- Preparation of contracts for conforming and execution by Counsel. Five bound copies of documents for each contract will be provided.

### **Task 4 – Construction Phase Services**

Engineering services during construction can include construction observation and documentation of construction activities. To complete this task we anticipate having to perform some or all of the following:

- Periodic or resident construction observation services as requested. We will coordinate with Village staff for periodic construction observation, as requested, in order to reduce costs. A written report documenting construction progress and activities will be provided by JRH for each time we are on site.
- Coordination and running of periodic or special field meetings and preparation of minutes, as requested.
- Negotiations with Contractor to improve the rate and quality of work, when necessary.
- Technical field guidance to Contractor to properly perform difficult or complicated portions of the work.

- Preparation of punch lists for project completion.
- Assistance to Village during final inspection.
- Preparation of “as-built” record drawings from field sketches provided by the Contractor or documented during our own construction visits.

#### **Task 5 – Construction Administration Services**

Engineering services during construction will include administration of the construction contract. To complete this task we anticipate having to perform some or all of the following:

- Preparation of partial and final engineering approvals of Contractor payment requests.
- Review of shop drawings submitted by Contractors.
- Coordination with Village Staff to arrange final inspection and contract close out.
- Interpretation of plans and specifications in response to Contractor questions.
- Communication with Contractor, including Notification of Contract Award, Notification to Proceed, evaluation of contractor schedule and progress, documentation of change orders, and Notification of Contract Completion date.
- Negotiation of change orders, (if any).
- Assistance during regulatory inspections (if any).
- Preparation of regulatory certifications (if any).

#### **Task 6 – Additional Services**

While we do not expect that you will require the following, Additional Services can be provided as you may find convenient. Typical tasks in this category include the following:

- Preparation of applications and supporting materials for project funding.
- Assistance during meetings and negotiations with legislators or regulators to identify additional sources of funding.
- Preparation of additional letters, reports, figures or renderings, etc. for public communications.
- Attendance or presentations at public meetings, Board meetings, etc.
- Assistance with unforeseen environmental or regulatory issues should they arise, including additional applications, letters or Environmental Assessment Forms.
- Performance of field survey work or measurements, beyond that described in other Items.
- Assistance with negotiations with the NYSDEC or other regulators on construction

access, environmental or regulatory issues should they arise.

- Printing of additional contract document copies, figures or displays.

## **SCHEDULE:**

### **Task 1 – Geologic Investigation**

We anticipate that it will take up to three weeks following your notice to proceed to schedule the drilling work. We will have the geologic logs completed within one week of completion of the drilling work.

### **Task 2 – Drainage Design**

We will schedule the field meeting and topographic survey work within two weeks of receipt of your notice to proceed. It is beneficial to have that initial work completed prior to locating the geologic boring to be performed the following week.

Preliminary draft plans will be ready for your review and comment within three weeks of completion of the drilling work under Task 1. Final draft design plans and contract specifications will be ready for your review and comment within three weeks of receipt of your comments on the preliminary plans. Your comments on these plans will be incorporated within one week of receipt.

### **Task 3 – Assistance During Bidding**

The “Notice to Contractors” will be submitted one business day after your notice to proceed with Bid Phase work. Bid tabulation sheets, evaluation of bidder’s qualifications, and the recommendation of award letter will be completed within one week of receipt of any required reference materials from bidders.

### **Task 4 – Construction Phase Services**

Construction phase services will be rendered in accordance with the pace of construction. 72-hour advance notice is requested prior to scheduling of meetings, to the extent possible.

### **Task 5 – Construction Administration Services**

Construction phase services will be rendered in accordance with the pace of construction. 72-hour advance notice is requested prior to scheduling of meetings, to the extent possible. Shop drawings will be reviewed promptly and generally within 2 business days of receipt.

### **Task 6 – Additional Services**

A mutually agreeable schedule will be negotiated at the time such services are requested.

**COST PROPOSAL:**

**Task 1 – Geologic Investigation**

Time and expenses will be invoiced in accordance with the enclosed rate schedule. A spreadsheet showing current staff names and billing rates is attached. An initial budget allocation of \$20,013 is suggested. This budget will not be exceeded without your prior written agreement.

**Task 2 – Drainage Design**

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$11,965 is suggested.

**Task 3 – Assistance During Bidding**

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$4,130 is suggested.

**Task 4 – Construction Phase Services**

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$5,307 is suggested.

**Task 5 – Construction Administration Services**

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$5,032 is suggested.

**Task 6 – Additional Services**

A mutually agreeable budget will be negotiated should any additional services be requested.

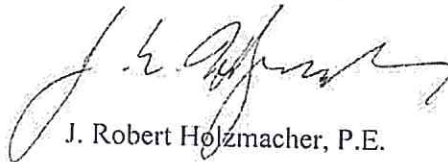
**AGREEMENT**

Our standard form of agreement is attached for your consideration, or we can execute your standard form of agreement. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing. You can authorize the work by signing below or providing an equivalent Board Resolution or Purchase Order.

Paul J. Pallas, P.E.  
STP Drainage Improvements  
December 1, 2020  
Page 7

Thank you for the opportunity to propose on this work. We look forward to working with you to achieve timely and cost effective improvements to the water system. Please call me at extension 101 if you have any questions.

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



J. Robert Holzmacher, P.E.  
Principal

Accepted by: \_\_\_\_\_

For: Inc. Village of Greenport

Date: \_\_\_\_\_

JRH:j

Encl.

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# GTX CONSTRUCTION ASSOCIATES CORP.

*Building today with the vision of tomorrow*

80 Henry Street  
Freeport, NY, 11520  
Tel #: 516-623-0840  
www.gtxconstruction.com

May 11, 2021

Paul Pallas  
Sylvia Pirillo  
Office of the Village Clerk  
Greenport Village Hall  
236 Third Street  
Greenport, NY 11944  
ppallas@greenportvillage.org  
spirillo@greenportvillage.org

Item	Qty	Description of Change Order No. 1	Price
Y / N	3	Removal of existing door frame not showing on the demolition drawing and to install new door frame to accommodate new door not showing on the original drawings. For an additional cost of \$2,675/Each For the Total Amount :	\$8,025
Y / N	3	Also not showing on the drawings, hardware and door closures. For an additional cost of \$250/Each For the Total Amount:	\$750
Y / N	2 ea.	Also not shown on the drawings, accessories for women and mens bathroom; Toilet Paper Dispenser, Soap Dispenser and Hand Sanitizer For an estimated cost and not to exceed.	\$1,500
Y / N	1	Also not shown on the drawings; concrete pathway for handicap access to men and womens bathroom from the street landing. Please see attached Sketch for approval. For an estimated cost not to exceed.	\$4,000
		Please advise by checking Y or N as soon as possible on how to proceed.	
		TOTAL:	\$14,275

Acceptance By: \_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021      Period: 5      Trans Type: B2 - Amend      Status: Balch  
 Trans No: 4784      Trans Date: 05/03/2021      User Ref: ROBERT  
 Requested: P. PALLAS      Approved:      Created by: ROBERT      05/03/2021

Description: TO FUND THE FERRY TERMINAL REBUILD PROJECT CHANGE ORDER FOR ARKF, PER RESOLUTION # 11-2020-7  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	22,315.00
A.8843.900	TRANSFER TO CAPITAL..	22,315.00
H.2816.500	TRANSFER FROM GENERAL..	22,315.00
H.5110.210	NORTH FERRY REHAB	22,315.00
<b>Total Amount:</b>		<b>89,260.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2021	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4785	Trans Date:	05/03/2021	User Ref:	ROBERT		
Requested:	A. HUBBARD	Approved:		Created by:	ROBERT		05/03/2021
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF ENGINEERING SERVICES FOR THE DEC ORDER ON CONSENT AT THE WWTP				Account # Order:	No	
					Print Parent Account:	No	

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	16,842.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	16,842.00
<b>Total Amount:</b>		<b>33,684.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2021	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4786	Trans Date:	05/03/2021	User Ref:	ROBERT		
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		05/03/2021

Description: TO APPROPRIATE RESERVES TO FUND LEGAL SERVICES IN THE MATTER OF GENESYS VS. GREENPORT

Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
E.0781.300	LEGAL FEES..	1,875.00
E.5990	APPROPRIATED FUND BALANCE	1,875.00
<b>Total Amount:</b>		<b>3,750.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021      Period: 5      Trans Type: B2 - Amend      Status: Batch  
 Trans No: 4787      Trans Date: 05/03/2021      User Ref: ROBERT  
 Requested: W. MANWARING      Approved:      Created by: ROBERT      05/03/2021  
 Description: TO APPROPRIATE RESERVES TO FUND THE REHABILITATION OF THE AIR  
 CONDITIONING SYSTEM AT THE STATION ONE FIREHOUSE      Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	22,778.00
A.3410 412	FIRE.REPAIR & MAINT - BUILD..	22,778.00
<b>Total Amount:</b>		<b>45,556.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021 Period: 5 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4788 Trans Date: 05/14/2021 User Ref: STEPHEN  
 Requested: R. BRANDT Approved: Created by: STEPHEN 05/14/2021  
 Description: TO APPROPRIATE RESERVES FOR THE PURPOSE OF FUNDING NEW METER  
 READING HANDHELD AND AUTOREAD DEVICES Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	9,000.00
E.0369	METERS - MISC MATERIAL	9,000.00
F.5990	APPROPRIATED FUND BALANCE	1,630.00
F.8310.406	METER READING..	1,630.00
G.5990	APPROPRIATED FUND BALANCE	5,670.00
G.8110.417	SUPPLIES & MATERIALS..	5,670.00
<b>Total Amount:</b>		<u>32,600.00</u>

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

**Intermunicipal Agreement**

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

**Term of Agreement:** Shall be from May 21, 2021 through October 31, 2021

**Total Cost of Agreement:** As provided in this Agreement

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

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

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

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

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning May 21, 2021 through October 31, 2021, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

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

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

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

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

Out Station at a rate of fifty-three cents (\$0.53) per gallon. The Mitchell Marina Dock Master or his/her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

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

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

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

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

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

**Town of Southold**

**Village of Greenport**

By: \_\_\_\_\_  
Hon. Scott A. Russell  
Supervisor

By: \_\_\_\_\_  
Hon, George W. Hubbard, Jr.  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the     day of April, in the year 2021, before me, the undersigned, personally appeared George W. Hubbard, Jr, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and office of person taking the  
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the     day of April, in the year 2021, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and office of person taking the  
Acknowledgement



AGREEMENT, made this                    day of                    2021 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 **James D. Schott, with a mailing address of P O Box 325, Greenport, New York 11944** (the "Contractor").

WITNESSETH: That for and in consideration of the premises 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 labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2021 Dances in the Park program for the following five (5) performances:

- August 2, 2021 – Winston Irie
- August 9, 2021 – Cravin Band
- August 16, 2021 – Southbound
- August 23, 2021 – No Request Band
- August 30, 2021 – That Motown Band

The stage area shall be in Mitchell Park, Greenport, NY. TECHNICAL SOUND SERVICES shall include: one engineer; erection and disassembly of all sound systems during the event. Contractor shall load-in and set-up with sufficient time for the performance to promptly start at 7:30 pm and is not to exceed 9:30 pm local time. Additional times for delivery and pick-up of stationary equipment will be determined and coordinated with the Village of Greenport.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above five (5) performances that evening by individual checks to the Contractor at Four-Hundred Dollars (\$ 400.00); each for a grand total amount of Two-Thousand Dollars (\$ 2,000.00); with one of the Four Hundred Dollar (\$ 400.00) payments to be made at the conclusion of each event and at the receipt of individual invoices for each performance date, in accordance with the terms of this agreement.

3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.

4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

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

6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The

Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract, whether performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000  
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000  
General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the work the Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

8. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer / employee relationship between the Village and the Contractor or any of the Contractor's employees.

9. 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.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.

11. The Contract and Proposal 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)

TITLE \_\_\_\_\_  
(CORPORATE SEAL)

I \_\_\_\_\_, being duly sworn upon oath do depose and say:

That I am an independent contractor and am self-employed as a Contractor and do not currently employ others to perform a service for hire.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Subscribed and sworn to me before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

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