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VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK

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BOARD OF TRUSTEES

REGULAR SESSION

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Third Street Firehouse
Greenport, New York

February 27, 2020
7:00 P.M.

B E F O R E:

GEORGE HUBBARD, JR. - MAYOR

JACK MARTILOTTA - DEPUTY MAYOR

PETER CLARKE - TRUSTEE

MARY BESS PHILLIPS - TRUSTEE

JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY

SYLVIA PIRILLO - VILLAGE CLERK

PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The meeting was called to order at 7:00 p.m.)

2 MAYOR HUBBARD: Call the meeting to order
3 with the Pledge to the Flag.

4 (All stood for the Pledge of Allegiance.)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Terence (Terry) John
7 Fleming, Michael F. Keating, and Marta Ann
8 Hemming.

9 (Moment of Silence)

10 MAYOR HUBBARD: Thank you. Be seated.
11 Okay. We've got a couple of announcements.

12 Carol Edwards has been appointed to the
13 Village of Greenport Tree Committee.

14 The Greenport Band will be playing in
15 Mitchell Park every Friday, from July 3rd, 2020
16 through September 4th, 2020.

17 We have liquor license applications.
18 Removal Application from applicant Iberico Jamon,
19 Inc (with the trade name Basso), located at
20 407 Main Street.

21 And a new application from applicant
22 HF Hotel Owner LLC (with the trade name The
23 Harborfront Inn), located at 209 Front Street.

24 Anybody has comments on either of those can
25 send their comments to the SLA.

1 All right. We have a public hearing,
2 Wetlands Permit Application on behalf of Scott
3 Wachenfeld to construct a second-floor addition
4 and perform interior renovations on the property
5 located at 3 Sandy Beach.

6 I have the file here from the property.
7 Anybody who wishes to comment on that, name and
8 address for the record, and we'll open the public
9 hearing.

10 MR. BROWN: Robert Brown, I'm the Architect
11 on the project, 205 Bay Avenue. I'm really here
12 just to answer any questions that you may have.

13 There was a revision to the drawing, which
14 I was able to submit today, to respond to the CAC
15 concern about the elevation. That was an error
16 on my part. I didn't raise the building high
17 enough for the V Zone. I gave it an A Zone
18 rating in error, but it's now corrected on the
19 plans.

20 MAYOR HUBBARD: Okay. And Paul has the
21 plans?

22 MR. BROWN: Paul has -- yeah.

23 ADMINISTRATOR PALLAS: Yeah. I haven't had
24 a chance to thoroughly review them, but I do have
25 them.

1 MAYOR HUBBARD: Right. It was adding an
2 additional foot on, or whatever that was. It
3 was --

4 ADMINISTRATOR PALLAS: Yeah, that's all it
5 was, correct.

6 TRUSTEE MARTILOTTA: Is that all it was?

7 MR. BROWN: It was a foot-and-a-half, well,
8 actually.

9 MAYOR HUBBARD: Nothing's changed, except
10 for the elevation of a foot, I believe, right?

11 MR. BROWN: That's correct.

12 MAYOR HUBBARD: Okay. All right. Just so
13 everybody's comfortable with that.

14 TRUSTEE MARTILOTTA: Sure, yeah.

15 MAYOR HUBBARD: Okay.

16 MR. BROWN: And if there are any other
17 questions that you might have of me.

18 MAYOR HUBBARD: All right. Well, let's see
19 if the public wants to weigh in on it, and then
20 we'll ask the Board if they have any questions.
21 Anybody from the public wish to comment on the --
22 yes, go ahead, John.

23 MR. SALADINO: John Saladino, Sixth Street.

24 My comment is about the process. And I
25 don't want to step on anybody's toes here. We

1 all know that Greenport, the Village of Greenport
2 is the last permitting agency. One of the
3 recommendations that the CAC made for this
4 application and for some prior applications was
5 that they comply, not with the concept of the
6 CAC, but a code stature of -- statute of the
7 Village of Greenport.

8 And the provision of the code says, that
9 provision or that particular portion of the code
10 says that there'll be -- that Suffolk County
11 Department of Health Services will sign off on --
12 on an application like this, that it's an
13 application that is not connected to a municipal
14 sewer system.

15 So my question is -- and I have to be
16 honest with you. Paul and I have had this
17 discussion, and I'm not sure if we agree on it,
18 if we don't agree on it, I just thought I would
19 put it to you, the Village Board, to just clarify
20 the policy.

21 If the Village of Greenport is the last
22 permitting agency, and a permit from the Suffolk
23 County Department of Health Services is required
24 by Village Code, why isn't that provided before
25 the public hearing process, before the

1 application is accepted? That's kind of like my
2 question.

3 In the interest of full disclosure, I'm a
4 member of the CAC. I was one of the people that
5 on numerous occasions in the past have made this
6 recommendation. I made this recommendation in
7 agreement with the other members of the CAC for
8 this particular application.

9 So before it even gets to this, to this
10 point in the public hearing process, why isn't
11 that -- why isn't the comments, or the permit, or
12 the signoff from the Suffolk County Department of
13 Health Services included in the permit process
14 before the permit process even gets to the public
15 hearing stage?

16 This is not a concept from the -- from the
17 CAC, it's not something we dreamed up, this is
18 code, this is the language of the code. Chapter
19 105-4 says this is required.

20 So I just, for this application and for
21 future applications, I would just ask you that
22 perhaps the Village Board thinks about that
23 before we get to the point where it's a public
24 hearing process. We don't do it with any other
25 wetlands permit. With a wetlands permit, before,

1 before the permit gets to this point, it has to
2 be signed off by or complied with by the DEC,
3 Army Corps of Engineers, if necessary, and any
4 other -- any other agency that's required to
5 issue a permit before the Village.

6 So I would ask that you think about, on
7 that particular section, since it's the only
8 property in Greenport that doesn't have a
9 municipal sewer system, is think about that
10 portion of our code, Chapter 105, and apply it to
11 the process and make it policy, that before we
12 get to this point, the Suffolk County Department
13 of Health Services weighs in. Thank you.

14 MAYOR HUBBARD: Thank you. I just -- I
15 just want to ask the Village Attorney -- no,
16 that's fine, John. Thank you. Joe, in the
17 process, is that something that should be done
18 beforehand? I mean, we're not doing it now.
19 Should we look at revising the working chain of
20 how we go through this?

21 ATTORNEY PROKOP: Well, we'd either have to
22 have a stated policy, or it would be -- have to
23 be part of our code. We haven't -- we did have a
24 similar application before, so we should treat it
25 in the same way.

1 MAYOR HUBBARD: Okay.

2 ATTORNEY PROKOP: Which is I believe that
3 we allowed the other application to have a
4 hearing, to at least start the hearing process,
5 but we didn't -- if I'm not mistaken, we didn't
6 close the hearing until, until the -- we had a --
7 we determined the Suffolk County Health
8 issue question, but we did accept it to commence
9 the public hearing.

10 MAYOR HUBBARD: Okay. Well, maybe we can
11 review that and have a discussion at the work
12 session --

13 ATTORNEY PROKOP: I think --

14 MAYOR HUBBARD: -- of where that should fit
15 into the process.

16 ATTORNEY PROKOP: I think that's what we
17 should do, especially since we just got -- I know
18 it was a very small change in the plans, but we
19 did get a change in the plan today, and my
20 recommendation would be to keep the hearing open
21 and discuss it.

22 MAYOR HUBBARD: Well, we do that anyway,
23 and we would discuss it our next meeting. We're
24 just having the public hearing tonight. But if
25 you look at the procedure and the process and see

1 if there's a recommendation that should be
2 done --

3 ATTORNEY PROKOP: Yes.

4 MAYOR HUBBARD: -- and, you know, the
5 chain -- not the chain of command, but, you know,
6 as we're going through it, the process, we need
7 this before that, because there's been a
8 recommendation in the past from the CAC that they
9 have to get that permission before they can go
10 through with the project. But if it should be
11 done beforehand, as was just mentioned, I'd like
12 to review that and see if that's what it actually
13 is and have a discussion when we have our
14 discussion on the application next month.

15 TRUSTEE PHILLIPS: Yes, they do, because in
16 the past, I believe it's been processed through
17 the Building Department, is the one who actually
18 kept in contact with Suffolk County Health
19 Department when previous applications were done
20 years ago. And I think that, at one point, there
21 was one that did get held up, because Suffolk
22 County Health Department came back to the
23 Building Department and said that that wasn't
24 acceptable. So there is -- there is a process
25 that's been in the past. It's just we have very

1 few properties in the Village of Greenport that
2 have no sewer.

3 But my one question is, Joe, are you
4 recommending that this public hearing be left
5 open until after our discussion at the work
6 session, or we can take the information and close
7 the public hearing and then discuss the permit?

8 ATTORNEY PROKOP: Well, this -- excuse me.
9 The feedback from the Suffolk County Health
10 Department, is that because you're adding
11 bedrooms?

12 MR. BROWN: No, no.

13 ATTORNEY PROKOP: What do you need from the
14 Suffolk County --

15 MR. BROWN: Well, it's my --

16 TRUSTEE PHILLIPS: They're putting in a
17 tank.

18 MR. BROWN: It's my understanding that the
19 septic, the existing septic system would not
20 comply with current code, and the owner agrees
21 that he wants to upgrade it. And if we upgrade
22 it, I'm relatively certain that the Suffolk
23 County Department of Health --

24 TRUSTEE PHILLIPS: Would have to have it.

25 MR. BROWN: -- would require what they call

1 an I.A. system.

2 If I may, with respect to Joe, and to John,
3 thank you for your service on the CAC, in every
4 municipality that I deal with in making building
5 permit applications, in a situation like this,
6 where you have Trustees, you have DEC, you have
7 Health Department, all of those are prerequisite
8 to making the building permit application.

9 If we go down the path of requiring Health
10 Department before coming to wetlands, there's a
11 danger there, in my opinion and from my
12 experience, of, well, you know, do you have to
13 get all of these other permits before coming
14 here, or, you know, and other agencies are
15 saying, "Well, you have to have this other permit
16 before you come here," and it becomes sort of a
17 circular firing squad in terms of getting
18 permits.

19 In all my experiences in other
20 municipalities, the Health Department permit is,
21 as I said, prerequisite to getting a building
22 permit, as is all of those other agencies.

23 ATTORNEY PROKOP: So it would be my
24 recommendation that the -- that the public
25 hearing be held open so that the Board could

1 discuss this at the work session. The Board
2 might have additional questions for you at a
3 public -- continuation of a public hearing.

4 MR. BROWN: It would be my pleasure to
5 appear and answer any questions you might have.

6 MAYOR HUBBARD: Okay.

7 TRUSTEE ROBINS: Rob, could you just answer
8 the question. The I.A. system that you're
9 referring to, what does that mean exactly?

10 MR. BROWN: It's called -- I don't even
11 remember what the IA stands for.

12 TRUSTEE ROBINS: Concept of the IA.

13 MR. BROWN: But it's conceptually --

14 MAYOR HUBBARD: It's the new systems that
15 are required by Suffolk County.

16 TRUSTEE ROBINS: Are they self-contained?

17 MR. BROWN: Instead of -- instead of a
18 septic tank, it is a mechanical tank --

19 TRUSTEE ROBINS: Okay.

20 MR. BROWN: -- that denitrifies the waste.

21 TRUSTEE ROBINS: Okay.

22 MR. BROWN: It's an expensive system, and
23 it requires, I think, semiannual maintenance.
24 It's not a simple situation, but over the past
25 couple of years, the Health Department and other

1 municipalities have been requiring it in
2 waterfront situations.

3 TRUSTEE ROBINS: Okay.

4 MAYOR HUBBARD: This is the one that people
5 got the grants for from the State --

6 TRUSTEE ROBINS: Yes.

7 MR. BROWN: Yes.

8 MAYOR HUBBARD: -- and then they taxed
9 on it?

10 TRUSTEE ROBINS: Right.

11 MR. BROWN: And then they got taxed on it.

12 MAYOR HUBBARD: Right, exactly. That's --

13 TRUSTEE ROBINS: They did, they did. And
14 is there enough land mass down there to install a
15 system like that on Sandy Beach.

16 MR. BROWN: It's not a big system.

17 TRUSTEE ROBINS: It's not.

18 MR. BROWN: It's the same size as any
19 conventional system.

20 TRUSTEE ROBINS: Okay. Okay, that's all I
21 wanted to know. Thank you.

22 MR. BROWN: Sure.

23 MAYOR HUBBARD: Okay. Any other questions?

24 (No Response)

25 MAYOR HUBBARD: All right. Thank you. Any

1 other discussion on the wetlands permit?

2 (No Response)

3 MAYOR HUBBARD: All right. A motion to
4 keep the public hearing open until next month,
5 and we'll discuss it at our work session.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried. Okay.

16 MR. BROWN: Thank you very much.

17 MAYOR HUBBARD: Thank you, yep.

18 MR. BROWN: And if you could just let me
19 know when the work session is, I'll be happy to
20 appear and answer any questions.

21 MAYOR HUBBARD: Yes, the third Thursday of
22 March. I'll tell you the date in just a second.

23 TRUSTEE PHILLIPS: Eighteenth?

24 TRUSTEE ROBINS: It's the nineteenth?

25 MAYOR HUBBARD: Nineteenth.

1 TRUSTEE PHILLIPS: Nineteenth?

2 MAYOR HUBBARD: Nineteenth, 7 o'clock will
3 be our work session.

4 MR. BROWN: Thank you very much.

5 MAYOR HUBBARD: Okay, you're welcome.

6 Okay. Next, we have public to address the
7 Board on any topic. If anybody from the public
8 would like to address, come to the podium, name
9 and address for the record.

10 MR. BULL: Stephen Bull, 24 Sandy Beach.

11 I want to read to you from my letter to the
12 Editor, which was in today's Suffolk Time under
13 the category of "Your View". This is my view.
14 And I believe the heading of this letter to the
15 Editor is "We Need Trustees to Act Now".

16 And I go on to write, "Inaction by the
17 Village of Greenport should not deprive Stirling
18 Basin and Sandy Beach residents in their 90-year
19 struggle to get a sewer connection. Already,
20 Stirling Basin is posted with warnings not to
21 take the shellfish.

22 Last year, I, and other interested
23 individuals, reached out to Safe Harbor Marinas
24 and involved the Village to win an implementation
25 grant of \$380,000 for this \$2 million sewer

1 extension. This sewer plan gathers the waste of
2 Sandy Beach cesspools and runs through Stirling
3 Harbor Marina, which would allow Stirling and
4 possibly the Greenport Marina to hook up to the
5 sewage system. Porto Bello, a Village
6 restaurant, and future Village pumpout stations
7 would also have access to a sewage facility.

8 This is a Peconic Estuary water quality
9 issue." "This is a Peconic Estuary water quality
10 issue that benefits the entire Village of
11 Greenport and the North Fork.

12 Further, without a sewer system, Sandy
13 Beach residents are prevented from raising their
14 houses out of harm's way, as prescribed by FEMA,
15 that further imperils Greenport.

16 The Trustees are unwilling to allow the
17 construction without each house building an
18 expensive individual septic system," such as the
19 one that was disclosed earlier today.

20 "Insufficient land around these small cottages
21 makes it impossible to accommodate holding tanks
22 and leaching fields and the systems, which would
23 also be flooded in winter storms.

24 The Village should pay the upfront cost of
25 \$178,000 to create the construction drawings to

1 make the project eligible for the rest of the
2 funding. These drawings are needed by the end of
3 June 2020 to support the application deadlines in
4 the next round of Suffolk County and New York
5 State grants to complete the construction of the
6 sewer project.

7 Where would the Village get \$178,000 to
8 finally realize the project? One, the Village
9 has sufficient money in their Sewer Fund now.
10 Two, the Village recently signed a contract to
11 extend its sewers to the 50 units of the Vineyard
12 View Apartments. The Village has already
13 extended its sewers to Peconic Landing, also
14 outside the Village.

15 Money accrued from the Vineyard View
16 Apartments' extension should be put towards
17 construction drawings needed now. Stirling Basin
18 and Sandy Beach are within the Village. The
19 Village has to take care of its own first. If it
20 does not help fund the construction drawings, our
21 hard earned \$380,000 will be returned.

22 Thank you.

23 MAYOR HUBBARD: Thank you. Anybody else
24 wish to address the Board?

25 MS. MILLER: Good evening. Leueen Miller

1 424 Fourth Street.

2 I'm here with some issues concerning Fourth
3 Street. I could have avoided taking all your
4 time up if I could get some responses from
5 several phone calls I made to the Village, which
6 particularly to the Highway Department or the
7 Road Department, which are never answered. I get
8 just -- you can call and call and call, no one
9 will answer you back.

10 Anyway, so I'm here, and the issues I have
11 are the condition of Fourth Street. From Front
12 Street to the parking area, and even going beyond
13 that, is a disgrace, it's shocking. And I have
14 been complaining about it for maybe 20 years.
15 And what I've heard was, "Oh, we have great plans
16 for that area," you know, the whole train, and
17 all that museum that's all going to some grand
18 plan in -- that's being worked out to improve
19 that, and that then Fourth Street will look a
20 lot -- it will be part of all that. Well, 20
21 years later, nothing is happening.

22 The Jitney, which used to come a couple of
23 times a day, now comes God knows how many times a
24 day. I have nothing against the Jitney, I ride
25 it all the time, but it's taking a toll on the

1 street. And I think it's really shocking that
2 the Village is not addressing the repair of
3 Fourth Street. Occasionally, someone will come
4 by and put some stuff in a pothole, which lasts
5 about a week, and then that's gone. So that's
6 one point.

7 Second point is I have 428 Fourth Street,
8 427 Fourth Street, houses on either side of my
9 driveway. They all now have four and five cars.
10 I don't know how many people live in these
11 places. They all have space where they could
12 park the cars off the road, but they all park on
13 the road on either side of the driveway that I
14 use.

15 And there's also a boat that's been parked
16 there for most of the winter. Now, if I knew
17 that I could put my boat on Fourth Street, I
18 could have saved myself a lot of money storing my
19 boat at the Marina for many, many years.

20 I'm told that this boat, nobody knows who
21 owns it, nobody around apparently owns it, that's
22 what I'm told, but there it sits. So when I come
23 out of my driveway and I try to make a left or a
24 right turn safely, I can't really see, because
25 there are cars on either side that are blocking

1 my vision, cars in front. So I have to pull out
2 all the way onto the street. And if by any
3 chance someone is going by quickly, I mean, I
4 have had almost -- fortunately, I haven't had any
5 accidents, but I've almost had accidents.

6 And I tried to call the Highway Department
7 to see if some signs could be, you know, put up
8 to say "Hidden Driveway", or don't park within
9 "X" feet of the driveway, or something that would
10 make it safe, but since nobody gets back to me,
11 here, here I am.

12 Now, it's sort of interesting that the end
13 of Flint Street, I think it's on the end of Brown
14 Street, further down on Fourth Street, the area
15 that goes from Fourth Street to the water, which
16 no one ever uses, those have been repaired over
17 the winter beautifully, I mean, and no one ever
18 uses them, except for maybe adjacent houses to
19 park the cars there. I understand it might have
20 something to do with, you know, water coming in,
21 low lying areas, that could well be, but if there
22 was money for that area, which is never traveled
23 on, surely, there should be money for the main
24 part of Fourth Street.

25 And so I'm concerned about the condition of

1 the road and the safety of my getting ingress and
2 egress from my property. And I -- all I want is
3 someone to call me back, go over the issues, show
4 them what's involved. I have photos of the cars
5 all parked on either side.

6 And, finally, 420 -- 428, I think it's
7 Fourth Street, the housing property, the North
8 Fork Alliance, that's for affordable housing,
9 which is fine, but I went to a Board meeting,
10 which there was a tiny little notice at the
11 bottom of a page that I noticed several months
12 ago. And I finally went to one of their Board
13 meetings to discuss the condition of this house,
14 which has not been painted since I would say
15 40 years, 50 years, it has never been painted.
16 It's a disgrace. There was a porch that was
17 falling apart, and there were children in that
18 house. And, finally, after quite a while, the
19 porch is being held up by two-by-fours. And,
20 finally, they did come and repair it, and I think
21 they might have done something to the roof.

22 But I don't think it's right, affordable
23 housing or not, that the owners and the
24 administration of the housing, while they're
25 buying up new places and are not taking care of

1 the ones they have and letting the place just
2 fall apart. There's a garden there where you
3 could park your car, there's a garden that could
4 be looked after. It's just like a zombie place.

5 That's what I have to say. And I would
6 appreciate it if someone could look into some of
7 these issues.

8 MAYOR HUBBARD: I can give you answers on
9 the issues right now, if you'd like.

10 MS. MILLER: I'd love that.

11 MAYOR HUBBARD: Okay. We talked about
12 paving Fourth Street five months ago. The plans
13 are in place, it's going to be paved this spring.

14 The road end projects were done with a
15 grant from Suffolk County, along with money that
16 we had gotten from PSE&G to curb runoff going
17 into Widows Hole and to Gardiners Bay. So that
18 was done first, so that then we could go and pave
19 the rest of Fourth Street. So Fourth Street is
20 going to be paved from one end to the other.

21 It's on our project that's supposed to be done --

22 MS. MILLER: Great.

23 MAYOR HUBBARD: -- May or June.

24 MS. MILLER: Great.

25 MAYOR HUBBARD: Okay. Instead of calling

1 the Highway Barn, you should call Village Hall
2 and talk to somebody at Village Hall, 0248 --

3 MS. MILLER: No, no, I called Village Hall.

4 MAYOR HUBBARD: Well, you said you called
5 the Highway Barn.

6 MS. MILLER: Well, I mean, whoever is in
7 charge of the -- within the Village
8 Administration, whoever's in charge, I get
9 connected.

10 MAYOR HUBBARD: Well, if you call Village
11 Hall and speak to Paul Pallas or the Village
12 Clerk --

13 MS. MILLER: The only time I can ever get a
14 response from the Village, and I'm being quite
15 frank, I have to Sylvian and tell here, "Sylvia,
16 I've called this person, that person, no
17 response, do you think you could help me?" And
18 shortly after, Sylvia will call me back and tell
19 me something.

20 MAYOR HUBBARD: Okay, I mean, because they
21 take notes in Village Hall. When somebody
22 answers the phone, they take notes and then it
23 gets passed on to the appropriate person.

24 Well, I could just explain, the parking on
25 the side of the street is not illegal, people are

1 allowed to park there. A boat that's been parked
2 for -- all winter should not be parked on the --
3 if it's on the street. If it's on somebody's
4 property on the edge of the street, it's allowed
5 to be there.

6 That's the first I've heard about the boat.
7 I will have Paul go and have that checked out
8 tomorrow to see where the boat is. We'll send
9 Code Enforcement down to look at that and find
10 out where --

11 MS. MILLER: I mean, it's not right in the
12 main -- it's to the side, where normally you'd
13 have a sidewalk, except there's no sidewalk
14 there. But, I mean, does everybody -- could we
15 all park our -- leave our boats out there on
16 Fourth Street in the winter?

17 MAYOR HUBBARD: If it's on -- in the road,
18 you cannot leave a boat there. If it's on
19 somebody's property, on the side of the road on
20 their property --

21 MS. MILLER: No, no, no, it's on Village --
22 it's on Village -- it's not --

23 MAYOR HUBBARD: So it's in the road?

24 MS. MILLER: Yeah.

25 MAYOR HUBBARD: Okay. Well, I will have

1 Paul look at that tomorrow.

2 ATTORNEY PROKOP: The boat's been the
3 subject of review for about a month or
4 month-and-a-half now. It has been -- there is --

5 TRUSTEE PHILLIPS: It was on the -- on the
6 reports.

7 ATTORNEY PROKOP: There is somebody looking
8 into it, and it has been the subject of a review
9 by the Village.

10 TRUSTEE ROBINS: I've seen it on the
11 complaints.

12 MS. MILLER: But why would you take a
13 month-and-a-half to -- I mean, it's either there
14 correctly or it's not.

15 ATTORNEY PROKOP: Maybe -- maybe it's three
16 weeks.

17 MS. MILLER: Everything seems to take so
18 long. Everything seems to be very fuzzy and
19 hazy, and passing one -- passing the buck from
20 one area to the other. Meanwhile, people like me
21 don't get any responses and I have to come to the
22 Board.

23 MAYOR HUBBARD: Okay. Well, some of that,
24 there's a process it has to go through. If it --
25 Code Enforcement will write Order to Remedy, then

1 that has to go for 10 days to see if the person
2 has a chance to do that, instead of writing a
3 ticket right away. Then, when they write a
4 ticket, the ticket will be 14 days they have to
5 rectify it before they end up going to court. So
6 that is a three-week span.

7 MS. MILLER: Why don't they just call,
8 "Mrs. Miller, thank you, we got your call, we're
9 looking into it"? That's all I need. I don't
10 need -- I don't need silence, I don't need --

11 MAYOR HUBBARD: Okay. No.

12 MS. MILLER: -- calling again and again and
13 not one getting back to me.

14 MAYOR HUBBARD: I will ask tomorrow of
15 what's going on and who's not responding back or
16 where that went. Somebody should respond back to
17 you.

18 MS. MILLER: That's all I would need.

19 MAYOR HUBBARD: There's also, if you want,
20 there's a complaint form on the Village website.
21 When you put something in on the Village
22 complaint form, it's anonymous, but you can leave
23 your name. Those get circulated to the whole
24 Board, and then the whole Board would know about
25 that.

1 TRUSTEE ROBINS: We see that.

2 MAYOR HUBBARD: So, if you're having an
3 issue, you just go to the Village website
4 complaint form, fill it out. Somebody will get
5 back to you. All five of us see those. A phone
6 call to Village Hall we do not see. So if -- you
7 know, wherever that might be missing, the
8 communication in getting back to you, if you do
9 it on the complaint form, we get those the next
10 day. They come in one day, we get a copy the
11 next day, and all five of us will see that, and
12 one of us will get back to you on it.

13 MS. MILLER: Believe me, I'm not --

14 MAYOR HUBBARD: That's fine.

15 MS. MILLER: -- in the business of making
16 complaints. I just --

17 MAYOR HUBBARD: Okay.

18 MS. MILLER: -- have issues and I'd like to
19 get some feedback about it.

20 MAYOR HUBBARD: Yeah. Well, that's what
21 it's -- Fourth Street will be paved in the
22 springtime. We're doing a bunch of roads and
23 that one is included in that.

24 MS. MILLER: Okay. But the issue of also
25 the in and out of my driveway, I'd like someone

1 to look at that and see if there's some -- some
2 safety factors.

3 MAYOR HUBBARD: Yeah, we will look at that.
4 We'll see how close they are to the driveway.
5 They have leave room to get out. We have signs
6 on Wiggins Street, "Do Not Block Driveway" --

7 MS. MILLER: Right.

8 MAYOR HUBBARD: -- and all. Have you
9 spoken to your neighbors and asked them to not
10 park right on the edge of the road?

11 MS. MILLER: Well, I spoke to -- I mean,
12 it's a transient -- 428 is a transient group.

13 MAYOR HUBBARD: Okay, that's fine. No, I'm
14 just --

15 MS. MILLER: And the cars that park on the
16 other side, I don't know even who lives in --

17 MAYOR HUBBARD: That's fine. I'm just --
18 sometimes it's easier to go to your neighbor and
19 say, "Look, you're blocking me in, you can't do
20 that." I've done that in my neighborhood, and
21 I've talked to people, and then people just leave
22 us some room.

23 MS. MILLER: These are transient people.
24 These are not permanent residents --

25 MAYOR HUBBARD: That's fine.

1 MS. MILLER: -- that we develop
2 relationships with.

3 MAYOR HUBBARD: They will go down and take
4 a look at that. We'll have Code Enforcement look
5 at the area. And if we need to, we'll get a sign
6 saying, "Do Not Block Driveway" for you.

7 MS. MILLER: It's not blocking it, it's
8 blocking, you know, whatever.

9 MAYOR HUBBARD: I know what you -- yes, you
10 want a few feet on each side so you can get out
11 and swing there at the corner, yes.

12 MS. MILLER: Yes.

13 MAYOR HUBBARD: Okay.

14 MS. MILLER: Thank you very much.

15 MAYOR HUBBARD: All right. Thank you.

16 MS. GORDON: Dinni Gordon, 152 Sixth
17 Street. Good evening.

18 We all know that the census is an important
19 thing that's happening this year. And Sister
20 Margaret Smyth, who runs the North Fork Spanish
21 Apostolate, has got a grant from the Census
22 Bureau to work on the representation of the
23 communities that are least likely to respond
24 easily and quickly to the census. And, of
25 course, in Greenport and in Riverhead, this means

1 the Hispanic community. Not everybody is
2 reluctant to respond, but many people are. So
3 her effort is to get as much knowledge about the
4 census and reduce the fears people have of
5 possibly being exposed to immigration
6 enforcement.

7 It's very important, obviously, for every
8 resident to be counted, because representation in
9 Congress depends on the count that the census
10 does, and resources that are allocated to the
11 states and to the cities depend on that.

12 So the actual count does not really begin
13 until the 1st of April. The forms are not yet
14 ready, they will be ready in the middle of March.
15 But there is a workshop, there are workshops that
16 have been held for -- to inform the Hispanic
17 residents, particularly, but everybody, but her
18 grant is for the development of the community,
19 the Hispanic community.

20 In Mattituck and Riverhead, these workshops
21 are being held to provide information about the
22 census. And, also, in Greenport, on the 21st of
23 March. So I thought I would give the Board
24 members and announce to the rest of anyone who
25 may be watching, this information about the

1 workshops.

2 These are fliers in Spanish. If you have
3 employees, friends -- wait, let me take one --
4 employees, friends, tenants, be sure they get
5 these, because it's very clear where the
6 information is going to be provided and when.
7 And I think a lot can be done with just simple
8 information sessions to reduce fear.

9 The other thing is that starting in April,
10 on April 1st, there will be tabling, that is
11 tables and other information kinds of -- tables
12 outside places like the IGA and the laundromat to
13 provide more information, and to encourage people
14 to sign up and to fill out the forms, when we
15 have the forms.

16 And, in addition, there will be some
17 door-to-door canvassing by volunteers that Sister
18 Margaret has recruited. She has already been
19 recruiting volunteers and, interestingly enough,
20 most of the volunteers she's found have been
21 Spanish-speaking. But she wants, and I think
22 this is appropriate, to be sending in the
23 door-to-door part of this, to be sending around
24 two people, an English-speaker and a
25 Spanish-speaker. So we are looking for

1 English-speaker volunteers. It doesn't mean a
2 lot of time, but it does mean some attention to
3 the reservations that some of the people we are
4 trying to see will have.

5 So I'm here tonight partly to ask for
6 people to volunteer who are English-speakers.
7 And I'm asking people to be in touch with me if
8 they are willing to spend a few hours between now
9 and say the 15th of May to help survey our
10 Hispanic neighbors. And my email is DinniGordo,
11 D-I-N-N-I-G-O-R-D-O, my name without the N,
12 @aol.com. And I'm going to hold it this way so
13 the camera can get a picture of my email address.

14 So this is obviously a very important
15 activity for the Village, for the North Fork in
16 general. There are other people who are dealing
17 with Mattituck and Cutchogue and Riverhead, but
18 I'm sort of in charge of the effort of -- within
19 Sister Margaret's general program. And if other
20 people have questions, either now or beyond
21 tonight, I'm delighted to answer them.

22 MAYOR HUBBARD: Okay.

23 MS. GORDON: Any questions?

24 MAYOR HUBBARD: Thank you.

25 MS. GORDON: Thank you.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBINS: *RESOLUTION #02-2020-3,*
10 *RESOLUTION ratifying the hiring of Isaiah Mraz as*
11 *a part-time, seasonal Skate Guard at the Village*
12 *of Greenport Ice Rink, at a pay rate of \$13.00*
13 *per hour, effective January 30th, 2020.*

14 So moved.

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-4,*

1 *RESOLUTION ratifying the hiring of John Weston*
2 *Reardon as a part-time, seasonal employee at the*
3 *Village of Greenport Carousel, at a pay rate of*
4 *\$13.00 per hour, effective February 1st, 2020.*

5 So moved

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-5,*
17 *RESOLUTION accepting the attached proposal*
18 *submitted by Susan Stohr for the development and*
19 *implementation of legislative and communications*
20 *strategies to support the Village of Greenport in*
21 *efforts to:*

22 *Continue the provision of grant*
23 *administration services related to the proposed*
24 *agreement between the Village of Greenport and*
25 *the Governor's Office of Storm Recovery for the*

1 *use of CDBG-DR funding, and to secure State and*
2 *Federal appropriations funding, grants and*
3 *external funding, with a maximum cost of \$13,500;*
4 *with the Agreement term date to end on*
5 *December 31st, 2020. So moved.*

6 TRUSTEE CLARKE: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE CLARKE: *RESOLUTION #02-2020-6,*
17 *Accepting the attached proposal as submitted by*
18 *J.R. Holzmacher P.E., LLC dated February 12th,*
19 *2020 to prepare the required Annual MS-4 Report;*
20 *and to submit the Annual MS-4 Report to the New*
21 *York State Department of Environmental*
22 *Conservation, at a total cost of \$1,500; to be*
23 *expensed from Account A5110.450 (Miscellaneous*
24 *Expense), and authorizing Mayor Hubbard to sign*
25 *the agreement between the Village of Greenport*

1 *and J.R. Holzmacher P.E., LLC.* So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE ROBINS: *RESOLUTION #02-2020-7,*
13 *RESOLUTION approving the solicitation of bids for*
14 *the renovation and upgrade of the public*
15 *restrooms at Fifth Street Park, and directing*
16 *Clerk Pirillo to notice the solicitation of bids*
17 *accordingly.* So moved.

18 TRUSTEE MARTILOTTA: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-8,*
4 *RESOLUTION authorizing Treasurer Brandt to make*
5 *an additional contribution in the amount of*
6 *\$33,790.00 to the Volunteer Firefighter Length of*
7 *Service Award Program for the Village of*
8 *Greenport Fire Department. So moved.*

9 TRUSTEE PHILLIPS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-9,*
20 *RESOLUTION authorizing Mayor Hubbard to execute*
21 *the attached Third Party Custodian Agreement*
22 *between the Village of Greenport, Manufacturers*
23 *and Traders Trust Company and the Bank of New*
24 *York Mellon. So moved.*

25 TRUSTEE CLARKE: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE CLARKE: *RESOLUTION #02-2020-10,*

11 *Authorizing Treasurer Brandt to transfer the*

12 *following bank accounts from People's United Bank*

13 *to M & T Bank:*

14 *Retirement Savings (TA.0201.00)*

15 *Capital Reserve (H.0200.400), and*

16 *Small Cities Rehab (CD.0201.000).*

17 So moved.

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBINS: *RESOLUTION #02-2020-11,*
4 *RESOLUTION authorizing Treasurer Brandt to*
5 *perform attached Budget Amendment #4281, to*
6 *appropriate reserves to fund engineering services*
7 *for the Central Pump Station replacement project,*
8 *and directing that Budget Amendment #4281 be*
9 *included as part of the formal meeting minutes of*
10 *the February 27th, 2020 regular meeting of the*
11 *Board of Trustees. So moved.*

12 TRUSTEE MARTILOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-12,*
23 *RESOLUTION authorizing Treasurer Brandt to*
24 *perform attached Budget Amendment #4282, to*
25 *appropriate reserves to fund the cleaning of the*

1 *Peconic Landing wet well, and directing that*
2 *Budget Amendment #4282 be included as part of the*
3 *formal meeting minutes of the February 27th, 2020*
4 *regular meeting of the Board of Trustees. So*
5 *moved.*

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-13,*
17 *RESOLUTION authorizing Treasurer Brandt to*
18 *perform attached Budget Amendment #4283, to*
19 *appropriate reserves to fund the purchase of the*
20 *Wastewater Treatment Plant UV Lamp Driver*
21 *Ballasts and Bulbs, and directing that Budget*
22 *Amendment #4283 be included as part of the formal*
23 *minute meetings (sic) of February 27th, 2020*
24 *regular meeting of the Board of Trustees.*
25 *So moved.*

1 TRUSTEE CLARKE: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE CLARKE: *RESOLUTION #02-2020-14,*
12 *Authorizing Treasurer Brandt to perform attached*
13 *Budget Amendment #4284, to appropriate reserves*
14 *to fund the replacement of the Wastewater*
15 *Treatment Plant Yard Hydrant, and directing that*
16 *Budget Amendment #4284 be included as part of the*
17 *formal meeting minutes of the February 27th, 2020*
18 *regular meeting of the Board of Trustees. So*
19 *moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #02-2020-15,*
6 *RESOLUTION authorizing Treasurer Brandt to*
7 *perform attached Budget Amendment #4285, to*
8 *appropriate reserves to fund the repair and*
9 *maintenance of Nursing Home Pump #2, and*
10 *directing that Budget Amendment #4285 be included*
11 *as part of the formal meeting minutes of the*
12 *February 27th, 2020 regular meeting of the Board*
13 *of Trustees. So moved.*

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-16,*
25 *RESOLUTION authorizing Treasurer Brandt to*

1 *perform attached Budget Amendment #4286, to*
2 *appropriate reserves to fund professional*
3 *services at the Wastewater Treatment Plant, and*
4 *directing that Budget Amendment #4286 be included*
5 *as part of the formal meeting minutes of the*
6 *February 27th, 2020 regular meeting of the Board*
7 *of Trustees. So moved.*

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-17,*
19 *RESOLUTION authorizing Treasurer Brandt to*
20 *perform attached Budget Amendment #4287, to*
21 *appropriate reserves to fund the approved Change*
22 *Order to the contract between the Village of*
23 *Greenport and Johnson Tree Company, and directing*
24 *that Budget Amendment #4287 be included as part*
25 *of the formal meeting minutes of the*

1 *February 27th, 2020 regular meeting of the Board*
2 *of Trustees. So moved.*

3 TRUSTEE CLARKE: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE CLARKE: *RESOLUTION #02-2020-18,*
14 *Authorizing Treasurer Brandt to perform attached*
15 *Budget Amendment #4288, to appropriate reserves*
16 *to fund training and lodging for Power Plant*
17 *Employees, and directing that Budget Amendment*
18 *#4288 be included as part of the formal meeting*
19 *minutes for the February 27th, 2020 regular*
20 *meeting of the Board of Trustees.*

21 So moved.

22 TRUSTEE ROBINS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE ROBINS: RESOLUTION #02-2020-19,
8 RESOLUTION approving the attached Request for
9 Work Authorizations submitted by Duncan,
10 Weinberg, Genzer & Pembroke, P.C. regarding the
11 New York Association of Public Power 2020-2021
12 Scope of Work as approved by the New York
13 Association of Public Power members, and
14 authorizing Mayor Hubbard to sign the Request for
15 Work Authorizations submitted by Duncan,
16 Weinberg, Genzer & Pembroke, P.C. So moved.

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-20,*
3 *RESOLUTION accepting the attached proposal as*
4 *submitted by H2M, dated January 8th, 2020 to*
5 *prepare the Annual Water Supply*
6 *Statement/Consumer Confidence Report, and the*
7 *corresponding supplemental data package; and to*
8 *submit the Annual Supply Statement and*
9 *Supplemental Data Package to the Suffolk County*
10 *Department of Health Services, at a (total) cost*
11 *of \$2,000.00; to be expensed from Account Number*
12 *F.8310.413 (Special Services). So moved.*

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-21,*
24 *RESOLUTION authorizing the attendance of Trustee*
25 *Robins and Village Administrator Pallas at the*

1 *NYAPP 2020 Annual Conference from April 21, 2020*
2 *through April 23, 2020 in Saratoga Springs,*
3 *New York at a conference fee of 300 dollars and*
4 *50 cents -- excuse me -- \$350.00 per person and a*
5 *room rate of \$139.00 per person per night for*
6 *each of the two nights, with meal, mileage and*
7 *travel expenses to be reimbursed in accordance*
8 *with the Village Travel Reimbursement Policy, to*
9 *be expensed from Account E.0782.000 (Management*
10 *Services). So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #02-2020-22,*
22 *Authorizing the attendance of Gregory Morris at*
23 *the 2020 Stony Brook University Codes Conference*
24 *from June 2nd, 2020 through June 4th, 2020 for*
25 *the requisite annual training, at a registration*

1 *cost of \$300 plus all standard mileage and meal*
2 *reimbursements in accordance with the Village of*
3 *Greenport Travel Policy; to be expensed from*
4 *Account A.1113.400 (Parking Enforcement).*

5 So moved.

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #02-2020-23,*
17 *RESOLUTION adopting the attached SEQRA resolution*
18 *regarding the proposed local law of 2020 amending*
19 *Chapter 136 (Water) and Chapter A-156 (Fees) of*
20 *the Village of Greenport Code; adopting lead*
21 *agency status, determining the adoption of the*
22 *local law amending Chapter 136 (Water) and*
23 *Chapter A-156 (Fees) to be an Unlisted Action for*
24 *purposes of SEQRA, and adopting a Negative*
25 *Declaration, determining that the adoption of the*

1 *Local Law will not have a significant negative*
2 *impact on the environment. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-24,*
14 *RESOLUTION adopting Local Law. # of 2020,*
15 *amending Village of Greenport Code Chapter 136*
16 *(Water) and Chapter A-156 (Fees), as a result of*
17 *increases in the rate for water charged by the*
18 *Suffolk County Water Authority to the Village of*
19 *Greenport. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-25,*
6 *RESOLUTION adopting the attached SEQRA resolution*
7 *regarding the approval of the Wetlands Permit*
8 *Application submitted by applicant Robert E.*
9 *Hermann on behalf of Pipes Cove Management for*
10 *the property located on the west side of Sixth*
11 *Street, +/- 1,051' south of Linnet Street,*
12 *Greenport, New York, 11944; adopting lead agency*
13 *status, determining that the approval of the*
14 *application is an Unlisted Action for the*
15 *purposes of SEQRA, and adopting a Negative*
16 *Declaration determining that the approval of the*
17 *Wetlands Permit Application will not have a*
18 *significant negative impact on the environment.*
19 So moved.

20 TRUSTEE CLARKE: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE CLARKE: *RESOLUTION #02-2020-26,*
6 *Approving the Wetlands Permit Application*
7 *submitted by Robert E. Hermann of En-Consultants*
8 *on behalf of Pipes Cove Management Association*
9 *for the property located on the west side of*
10 *Sixth Street, +/- 1,051' south of Linnet Street*
11 *for work per the attached Project Description.*
12 *Per the Village of Greenport Conservation*
13 *Advisory Council, the following conditions shall*
14 *also apply to the approval of this permit*
15 *application:*

16 • *The applicant must install a pump-out*
17 *station connected to the Village sewer system,*
18 *with the pump-out station to be located along the*
19 *west-facing bulkhead north of the created*
20 *wetlands.*

21 • *The pump-out station should be made --*
22 *should be made available to the Village pump-out*
23 *boat, and*

24 • *The area surrounding the created*
25 *wetlands area on the east side of the property*

1 *shall only be planted with native plants.*

2 So moved.

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE ROBINS: *RESOLUTION #02-2020-27,*
14 *RESOLUTION scheduling a public hearing for*
15 *7:00 p.m. on March 26, 2020 at the Third Street*
16 *Fire Station, Third and South Streets, Greenport,*
17 *New York, 11944 regarding the Wetlands Permit*
18 *Application submitted by Paul Pawlowski on behalf*
19 *of applicant 123 Sterling Avenue Corporation to*
20 *complete all bulkhead work as previously approved*
21 *with conditions, and to modify the conditions of*
22 *the original approval of the approved wetlands*
23 *permit for the property located at 123 Sterling*
24 *Avenue, Greenport, New York, 11944; and directing*
25 *Clerk Pirillo to notice the public hearing*

1 *accordingly.* So moved.

2 TRUSTEE MARTILOTTA: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-28,*
13 *RESOLUTION declaring as surplus, and no longer*
14 *needed for municipal purposes, the 2002 Dodge*
15 *Dakota utilized by the Village of Greenport Road*
16 *Department.* So moved.

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-29,*
3 *RESOLUTION accepting the bid submitted by Crown*
4 *Lift Trucks - the lowest bidder - in the amount*
5 *of \$22,755.00 for the purchase by the Village of*
6 *Greenport of a forklift, per the bid opening on*
7 *February 20th, 2020. So moved.*

8 TRUSTEE CLARKE: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE CLARKE: *RESOLUTION #02-2020-30,*
19 *Accepting the bid submitted by Striegel Supply,*
20 *Incorporated - the sole bidder - in the amount of*
21 *\$26,000.00 per cylinder head for the purchase of*
22 *four (4) cylinder heads by the Village of*
23 *Greenport of cylinder heads for enterprise diesel*
24 *engines, per the bid opening on February 20th,*
25 *2020. So moved.*

1 TRUSTEE ROBINS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: *RESOLUTION #02-2020-31,*
12 *RESOLUTION rejecting all bids as received for the*
13 *purchase of the 1988 Pierce Lance Fire Pumper,*
14 *per the bid opening on January 30th, 2020.*

15 So moved.

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-32,*
2 *RESOLUTION authorizing the re-bid for the*
3 *purchase of the Village of Greenport 1988 Pierce*
4 *Lance Fire Pumper, setting a minimum bid amount*
5 *for \$5,000 for the purchase; and directing Clerk*
6 *Pirillo to notice the re-bid according.*

7 So moved.

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-33,*
19 *RESOLUTION accepting the bid submitted by Scott*
20 *Corwin in the amount of \$508.38 for the purchase*
21 *of the 2008 Ford Expedition, per the bid opening*
22 *on January 30th, 2020. So moved.*

23 TRUSTEE CLARKE: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE CLARKE: *RESOLUTION #02-2020-34,*
9 *Approving the Public Assembly Permit Application*
10 *submitted by the Business Improvement District to*
11 *use a portion of Mitchell Park from*
12 *10:00 a.m. through 12 noon on April 11th, 2020*
13 *for the Annual Egg Roll, and corresponding*
14 *activities. So moved.*

15 TRUSTEE ROBINS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE ROBINS: *RESOLUTION #02-2020-35,*

1 *RESOLUTION approving the Public Assembly Permit*
2 *Application submitted by Tor Torkelson on behalf*
3 *of the True Light Church for the use of a portion*
4 *of the Polo Grounds at Moore's Lane from*
5 *10:00 a.m. through 3:00 p.m. on June 5th, 2020*
6 *(for set-up), June 6th, 2020 (for the actual*
7 *annual Hope Day family event), and June 7th, 2020*
8 *(for the dismantling process). So moved.*

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-36,*
20 *RESOLUTION approving the Public Assembly Permit*
21 *Application submitted by the Floyd Memorial*
22 *Library for the use of a portion of Mitchell Park*
23 *from 4 p.m. through 9 p.m. on July 14th, 2020 for*
24 *the annual Children's and Family's Brady Rhymer*
25 *Concert. So moved.*

1 TRUSTEE PHILLIPS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-37,*

12 *RESOLUTION approving the Public Assembly Permit*

13 *Application submitted by the Paul Drum Life*

14 *Experience Project for the use of the Polo*

15 *Grounds on Moore's Lane from 10:00 a.m. through*

16 *11:30 a.m. on July 22nd, 2020 for a goat yoga*

17 *class. So moved.*

18 TRUSTEE CLARKE: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE CLARKE: *RESOLUTION #02-2020-38,*
4 *Approving the Public Assembly Permit Application*
5 *submitted by Northeast Stage for the use of a*
6 *portion of Mitchell Park from 5 p.m. through*
7 *10 p.m. from August 7th, 2020 through August 9th,*
8 *2020 for the annual Shakespeare in the Park*
9 *performances. So moved.*

10 TRUSTEE ROBINS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE ROBINS: *RESOLUTION #02-2020-39,*
21 *RESOLUTION approving the Public Assembly Permit*
22 *Application submitted by the East End Seaport*
23 *Museum for the use of various Village streets and*
24 *facilities, including Mitchell Park, from*
25 *7:00 a.m. through 5:00 p.m. from September 19th,*

1 *2020 through September 20th, 2020; for the annual*
2 *Maritime Festival. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-40,*
14 *RESOLUTION authorizing the suspension of the open*
15 *container law of the Village of Greenport, per*
16 *Sections 35-35 -- I say again -- Sections 35-3B*
17 *and 35-3C of the Greenport Village Code, for the*
18 *Festival parameters of the East End Seaport*
19 *Museum Maritime Festival, from 9 a.m. through*
20 *5 p.m. on September 19th, 2020 and from noon to*
21 *5 p.m. on September 20th, 2020 for the annual*
22 *Maritime Festival. So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-41,*
9 *RESOLUTION approving the following musical*
10 *performance schedule and payments for the 2020*
11 *Dances in the Park program, to be expensed from*
12 *Account A.7312.400 (Arts and Culture Exhibits*
13 *(sic):*

14 *July 6th, 2020 - That Motown Band - \$1,200*

15 *July 13th, 2020 - The Vendettas for \$1,000*

16 *July 20th, 2020 - Just Sixties for \$1,200*

17 *July 27th, 2020 - Swingtime Big Band for \$2,300*

18 *August 3rd, 2020 - Cravin Band for \$1,200*

19 *August 10th, 2020 - Southbound - \$1,200*

20 *August 17th, 2020 - Gene Casey and the Lone*

21 *Sharks - \$1,200*

22 *August 24th, 2020 - No Request Band - \$1,200*

23 *August 31st, 2020 - Winston Irie - \$1,300*

24 So moved.

25 TRUSTEE CLARKE: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE CLARKE: *RESOLUTION #02-2020-42,*
11 *Approving the attached contract between the*
12 *Village of Greenport and James Schott for the*
13 *provision of technical sound services at nine (9)*
14 *of the 2020 Dances in the Park performances, at a*
15 *rate of \$400 per performance. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: *RESOLUTION #02-2020-43,*
2 *RESOLUTION approving the "Guidelines for*
3 *Applications for a Certificate of Appropriateness*
4 *for Buildings in the Greenport Historic District"*
5 *as prepared and approved by the Village of*
6 *Greenport Historic Preservation Commission.*

7 So moved.

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-44,*
19 *RESOLUTION accepting the resignation of Account*
20 *Clerk Kurt Amahit as an employee -- as an*
21 *employee of the Village of Greenport, effective*
22 *February 20th, 2020. So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: *RESOLUTION #02-2020-45,*
9 *RESOLUTION approving the request of the Greenport*
10 *Ocean Race group for dockage on October 9th, 2020*
11 *and October 10th, 2020 at the Village of*
12 *Greenport Mitchell Park Marina, at the rate of*
13 *\$1.00 per foot. So moved.*

14 TRUSTEE CLARKE: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE CLARKE: *RESOLUTION #02-2020-46,*
25 *Scheduling a public hearing for 7 p.m. on*

1 *March 26, 2020 at the Third Street Fire Station,*
2 *Third & South Streets, Greenport, New York, 11944*
3 *regarding a proposed amendment to Chapter 88*
4 *(Noise) of the Village of Greenport Code, and*
5 *directing Clerk Pirillo to notice the public*
6 *hearing accordingly. So moved.*

7 TRUSTEE ROBINS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE ROBINS: *RESOLUTION #02-2020-47,*
18 *RESOLUTION approving the attached resolution*
19 *authorizing the abandonment of a portion of*
20 *Johnson Court in the Village of Greenport.*
21 So moved.

22 TRUSTEE MARTILOTTA: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE MARTILOTTA: *RESOLUTION #02-2020-48,*
8 *RESOLUTION approving all checks in the Voucher*
9 *Summary Report dated February 21st, 2020, in the*
10 *total amount of \$757,944.41 consisting of:*

11 *o All regular checks in the amount of*
12 *\$654,232.52, and*

13 *o All prepaid checks (including wire*
14 *transfers) in the amount of \$103,711.89.*

15 So moved.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

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VILLAGE OF GREENPORT PROPOSED 2020 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the administrative, logistical and policy support for the Village Administrator regarding Greenport Municipal Utility's efforts to secure the federal construction funding available through the Housing Trust Fund Corporation (HTFC) acting by and through the Governor's Office of Storm Recovery (GOSR) for the development and construction of the Greenport Municipal Utility Microgrid Project (Project), and administrative, logistical and policy support for the Village Administrator regarding the Village of Greenport's efforts to advance the development of the Twin Forks Passenger Ferry Terminal Reconstruction Project and secure federal and state funding for the Ferry project. This proposal also provides for development and implementation of legislative and communications strategies to support the Village of Greenport (Village) in efforts to secure state and federal appropriations funding, grants and external funding to support the Village in its project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project

Legislative

- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman Zeldin) and Members and staff in the NYS Legislative offices (including Sen. LaValle and Assemblyman Palumbo) to identify existing and emerging federal and state funds that may be available to support the Village projects, programs, and objectives.
- Work with the Village Administrator and the relevant Congressional and NYS Legislative offices to develop and implement strategies to secure inclusion of appropriations funding for the Village priorities in the FY 2021 federal and state appropriations processes.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

Meetings and Communications:

- As appropriate and directed by the Village Administrator, development and implementation of legislative, education and communication strategies to facilitate support for the Village's FY 2021 appropriations/grant funding priorities.
- As appropriate and required, discussions with the relevant Congressional and NYS Legislators/staff, relevant Committee staff to support development of communications and legislative strategies that support and advance the Village's funding initiatives and policy objectives.

SCHEDULE OF FEES

I propose a continuation of the existing contract (expiration December 31, 2020) that provides for not more than 100 hours of consulting services at a fee of \$135 per hour for the term of the contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work for the Village.

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

February 12, 2020

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 117

Re: Proposal for Engineering Support for
Miscellaneous Projects – MS4 Annual
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

SCOPE OF WORK

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2019-2020 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will sue this report as a training opportunity for that staff member. The report will be for the plan year from March 10, 2019 to March 9, 2020. We recommend that the draft report be prepared as quickly as possible and then updated to reflect any activities that take place within the next month.

We propose the following for your consideration.

Task I – MS4 Annual Report

We anticipate that the following work will be necessary:

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and

anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.

- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

Task II – Additional Services

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

SCHEDULE

Task I – MS4 Annual Report

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

Task II – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule.

COST PROPOSAL

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

Task I – MS4 Annual Report

Lump Sum \$1,500.

Task II – Additional Services

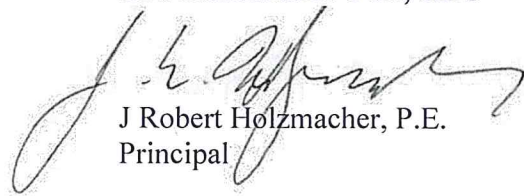
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

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 ninety 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 or providing an equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 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: _____

Client Contact Phone Number: _____

JRH;j

Encl.

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ between _____
("Local Government"), Manufacturers and Traders Trust Company ("Bank") and The Bank of New York Mellon
("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

~~(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a~~
Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this ~~Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents.~~ This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Local Government shall also reimburse Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at One M&T Plaza, Buffalo, New York 14240, attn: Office of General Counsel, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at _____, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[LOCAL GOVERNMENT]

[BANK]

Manufacturers and Traders Trust Company

By: _____

By: _____

Name & Title: _____

Name & Title: _____

Address: _____

Address: _____

Phone: _____ Fax: _____

Phone: _____

Email: _____

Email: _____

Tax ID: _____

THE BANK OF NEW YORK MELLON

By: _____

Title: _____

BNY MELLON # ASSIGNED: _____

coldep4_ro.doc
(7/08)

EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B
Schedule of Eligible Collateral

<u>Margin %</u>	
<u>102</u>	(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
<u>102</u>	(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
<u>102</u>	(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
<u>102</u>	(iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
<u>102</u>	(v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vi) Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.
<u>102</u>	(x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
<u>102</u>	(xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of _____ (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Manufacturers and Traders Trust Company ("the Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Signature

Name & Title: _____

Date: _____

CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of Manufacturers and Traders Trust Company (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between ("the Bank"), _____ ("Local Government") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate
seal]

Signature _____

Name & Title: _____

Date: _____



Government Banking
One Fountain Plaza -12th Floor
Buffalo, NY 14203-1496

RE: State of New York General Municipal Law, Section 10

Reference is made to the Tri-Party Security and Custodial Agreement dated _____ among _____ (“**Local Government**”), **Manufacturers and Traders Trust Company** (“**M&T Bank**”) and **The Bank of New York Mellon** (“**Custodian**”) (the “**Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement

Effective immediately, it is the intention of M&T Bank to utilize Eligible Surety Bonds, priced at par, at a margin of 100% (the “**Surety Bonds**”) as Eligible Collateral held at the Custodian and pledged to you. Pursuant to Section 1(a) of the Agreement, your prior approval is required in order to utilize Surety Bonds as Eligible Collateral. Upon your approval of this letter, Exhibit B “**Schedule of Eligible Collateral**” will be deemed amended to include such Surety Bonds. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Surety Bonds as Eligible Collateral by signing the three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact your Relationship Manager if additional information is needed.

Sincerely,

Manufacturers and Traders Trust Company

Local Government Name

Signature

Print Name and Title

Telephone Number

Fax Number

Tax ID #

Signature

Print Name and Title

Telephone Number

Approved: _____
The Bank of New York Mellon

Date: _____

Local Gov't Account UID: _____

Portfolio: _____



Government Banking

Reference is made to the Tri-Party Security and Custodial Agreement dated _____ among _____ (“Local Government”), Manufacturers and Traders Trust Company (“M&T Bank”) and The Bank of New York Mellon (“Custodian”) (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement

Effective immediately, it is the intention of M&T Bank to utilize Eligible Letters of Credit issued by the Federal Home Loan Bank of New York, priced at par, at a margin of 100% (the “Letters of Credit”) as Eligible Collateral in accordance with the provisions of Sec. 10 of General Municipal Law of the State of New York. Pursuant to Section 1 of the Agreement, your prior approval is required in order to utilize Letters of Credit as Eligible Collateral. Upon your approval of this letter, Exhibit B “Schedule of Eligible Collateral” will be deemed amended to include such Letters of Credit. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Letters of Credit issued by the Federal Home Loan Bank of New York as Eligible Collateral by signing three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact me if additional information is needed.

Sincerely,

Manufacturers and Traders Trust Company

Local Government Name

Signature

Print Name and Title

Telephone Number

Fax Number

Tax ID #

Address: _____

Signature

Print Name and Title

Telephone Number

Approved: _____ Date: _____
The Bank of New York Mellon

Local Govt Account UID: _____ CUSIP: _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 4281 Trans Date: 02/11/2020 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 02/11/2020
 Description: TO FUND THE ENGINEERING SERVICES FOR THE CENTRAL PUMP STATION,
 AS PER VBR # 06-2019-24 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G 5990	APPROPRIATED FUND BALANCE	89,740.00
G.8130.200	PUMP STATION EQUIPMENT.	89,740.00
Total Amount:		179,480.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2020	Period:	2	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4285	Trans Date:	02/11/2020	User Ref:	ROBERT		
Requested:	A. HUBBARD	Approved:		Created by:	ROBERT		02/11/2020
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPAIR AND MAINTENANCE OF NURSING HOME PUMP # 2					Account # Order:	No
					Print Parent Account:	No	

Account No.	Account Description	Amount
G 5990	APPROPRIATED FUND BALANCE	5,365.00
G 8120.401	EQUIPMENT REPAIR..	5,365.00
	Total Amount:	10,730.00

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2020 – February 28, 2021

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (*e.g.*, Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2020 - February 28, 2021.

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders

Cost: Not to exceed System's pro rata share of \$100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

Period Covered by Request: March 1, 2020 - February 28, 2021

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

January 8, 2020

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

**Re: Inc. Village of Greenport - Water Department
Proposal – 2019 Annual Water Supply Statement/Consumer Confidence Report
H2M Letter Proposal No.: LP200061**

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2020.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2019. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$2,000.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,


H2M architects + engineers

Dennis M. Kelleher, P.E.
Executive Vice President

DMK:slj

cc: Mayor George Hubbard, Jr.

H2M architects + engineers

PROPOSAL STATEMENT

PROPOSAL TO: Inc. Village of Greenport - Water Dept.

DATE: January 8, 2020

PROJECT: Annual Water Supply Statement/Consumer Confidence Report - 2019

The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. EXTENT OF PROPOSAL STATEMENT: This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. GOVERNING LAW: Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. GENERAL:

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 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.

3.3 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.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M 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 retention of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. TERMINATION: This agreement may be terminated by either party by seven (7) 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, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. DELEGATION OF DUTIES: Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. HOURLY RATES OF COMPENSATION: Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

7. REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 LIMITATION OF PROFESSIONAL LIABILITY: The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (*Definition*): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that 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 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million 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 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

H2M ARCHITECTS + ENGINEERS

PROPOSAL STATEMENT

9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, 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 Subcontractor'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 Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 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.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 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 fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

AGREED AND ACCEPTED:

CLIENT: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

H2M architects + engineers

SIGNED BY:  _____

TITLE: Dennis M. Kelleher, P.E.
Executive Vice President

DATE: January 8, 2020

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 136 (WATER)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 136 (Water), of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water; 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 amendment of Chapter 136 (Water) 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 amendment of Chapter 136 (Water), of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 136 (Water) of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water ; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 136 (Water) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water is an Unlisted Action for purposes of SEQRA;

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 the 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: January 24, 2020

LOCAL LAW NO. OF THE YEAR 2020

A LOCAL LAW AMENDING SECTION 136-3 (WATER - FEE SCHEDULE)

AND CHAPTER A156-1 (FEES)

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 §136-3 Water -Fee Schedule.

2.2. Amendment to Chapter A-156-1 Fees.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2020 Amending Section 136-3 Water-Fee
Schedule of Chapter 136 Water and Chapter A-156-1 - Fees.”

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 2020, a Local Law of the Village of
Greenport.

January 11, 2020

1.3. Effective Date.

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

1.4. Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend Section 136-3 Fee Schedule and Chapter A-156-1 - Fees to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village for water.

2.0. General Provisions.

2.1. Amendment to Section 136-3 Water - Fee Schedule.

Section 136-3 Water - Fee Schedule of the Greenport Village Code is hereby amended to
Read as follows:

§ 136-3. Fee schedule.

- A. Residential, meter size less than two inches, invoiced monthly: minimum charge of \$222.12 per year for each meter or \$18.51 per month. The minimum charge includes 2,000 gallons used monthly. Additional usage between 2,000 and 18,000 gallons shall be billed at the rate of \$3.33 per 1,000 gallons. Usage over 18,000 gallons shall be billed at the rate of \$4.84 per 1,000 gallons.
- B. Commercial, meter size two inches or more, invoiced monthly: minimum charge of \$533.52 per year for each meter or \$44.46 per month. The minimum charge includes 9,000 gallons used monthly. Additional usage between 9,000 and 60,000 gallons shall be billed at the rate of \$3.33 per 1,000 gallons. Usage over 60,000 gallons shall be billed at \$4.84 per 1,000 gallons.

January 11, 2020

2.2 Amendment to Chapter A-156 - Fees

That portion of Chapter 156A Fees that refers to fees for Water shall be amended to read as follows:

Ch. 136, Water - User charges.

Residential, per meter, invoiced monthly, per 2,000 gallons used monthly (meter size less than 2 inches)	Minimum charge \$222.12 per year for each meter, or \$18.51 per month
Additional usage between 2,000 and 18,000 gallons	\$3.33 per 1,000 gallons
Over 18,000 gallons	\$4.84 per 1,000 gallons
Commercial, per meter invoiced monthly, per 9,000 gallons used monthly (meter size of 2 inches or more)	Minimum charge \$442.80 per year for each meter, or \$36.90 per month
Additional usage between 9,000 and 60,000 gallons	\$2.76 per 1,000 gallons
Over 60,000 gallons	\$4.02 per 1,000 gallons

3.0. Severability

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

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT ROBERT E. HERMANN OF EN-CONSULTANTS ON BEHALF OF PIPES COVE MANAGEMENT
ASSOCIATION

WHEREAS an application for a wetlands permit approval was filed by applicant Robert E. Hermann of En-Consultants on behalf of Pipes Cove Management Association 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 an Unlisted 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: January 24, 2020

**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 $6' \times 117'$ 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 $\pm 21'$, $\pm 52'$ and $\pm 21'$ sections of vinyl retaining wall to form a $\pm 21' \times \pm 52'$ 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 $3' \times 15'$ ramp and $5' \times 25'$ floating dock secured by (3) 8"-diameter pilings in place of existing $3.5' \times 30'$ 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 $5' \times 35'$ 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.

AGREEMENT, made this _____ day of _____ 2020 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 2020 Dances in the Park program for the following nine (9) performances:

July 6, 2020 – That Motown Band
July 13, 2020 – The Vendettas
July 20, 2020 – Just Sixties
July 27, 2020 – Swingtime Big Band
August 3, 2020 – Cravin Band
August 10, 2020 - Southbound
August 17, 2020 – Gene Casey and the Lone Sharks
August 24, 2020 – No Request Band
August 31, 2020 – Winston Irie

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 nine (9) performances that evening by individual checks to the Contractor at Four-Hundred Dollars (\$ 400.00); each for a grand total amount of Three Thousand Six Hundred Dollars (\$3,600.00); with one of the Four Hundred (\$ 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 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

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE ABANDONMENT OF A PORTION OF
JOHNSON COURT IN THE VILLAGE OF GREENPORT

WHEREAS the Board of Trustees of the Village of Greenport on May 26, 2016 adopted a resolution approving the transfer of the property 324 Johnson Court (the “Habitat property”) to the Habitat for Humanity for the purpose of developing low income housing; and

WHEREAS the 35 foot portion of Johnson Court that is described by Schedule A hereto (the “Abandoned Property”), that is located in front of and adjacent to the Habitat Property exists as a paper street in the Village of Greenport, only, consisting of the last 35 feet of the westerly terminus of Johnson Court has never been opened, improved, or used for public access to any other street or property, and;

WHEREAS the owner on both sides of the Abandoned Property consisting of the last 35 feet of the western terminus of Johnson Court is the Village of Greenport, and no other party, and;

WHEREAS the 35 foot portion of Johnson Court comprising the Abandoned Property as indicated as “to be abandoned” on a survey entitled Survey of Property at the Village of Greenport dated September 19, 2017 by Peconic Surveyors (Schedule B) has not been opened and worked within six years from the time that it was laid out and is not used and is not necessary for any municipal or public purpose and shall cease to be a public road because it has not been opened; and

WHEREAS the Abandoned Property as described on Schedule A hereto is thus deemed and declared to be abandoned by the Board of Trustees pursuant to Section 6-612 of the New York State Village Law; and

WHEREAS the Board of Trustees determined by resolution dated November 17, 2017 that the abandonment of the Abandoned Property is an unlisted action that will not have a significant negative impact on one or more aspects of the environment; it is therefore;

RESOLVED that the Village of Greenport hereby abandons the property consisting of a portion of 324 Johnson Court being the last 35 feet of Johnson Court and the portion of Johnson Court that is adjacent to the Habitat Property as indicated on the aforementioned survey annexed as Schedule B, and authorizes the Mayor, the Village Clerk and the Village Attorney to prepare, execute and record such documents as are required to complete this abandonment.

Upon motion of Trustee _____ seconded by Trustee _____,

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

Trustee Clarke: _____

Trustee Martilotta: _____

Trustee Robins: _____

Trustee Phillips: _____

Mayor Hubbard: _____

SCHEDULE A

SUGGESTED DESCRIPTION OF A PORTION OF JOHNSON COURT TO BE ABANDONED

AT GREENPORT

SCTM#P/O 1001-02-04-01

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND BEING ON A PORTION OF JOHNSON COURT, SITUATE, LYING AND BEING IN GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

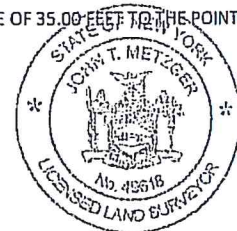
BEGINNING AT A POINT ON THE NORTHERLY SIDE OF JOHNSON COURT DISTANT WESTERLY 240.00 FEET FROM THE INTERSECTION OF THE WESTERLY SIDE OF 3RD STREET (AKA RAILROAD AVENUE) AND THE NORTHERLY SIDE OF JOHNSON COURT;

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION THROUGH JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 33.00 FEET TO A POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT SOUTH 83 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET OTHER LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT NORTH 6 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO A POINT

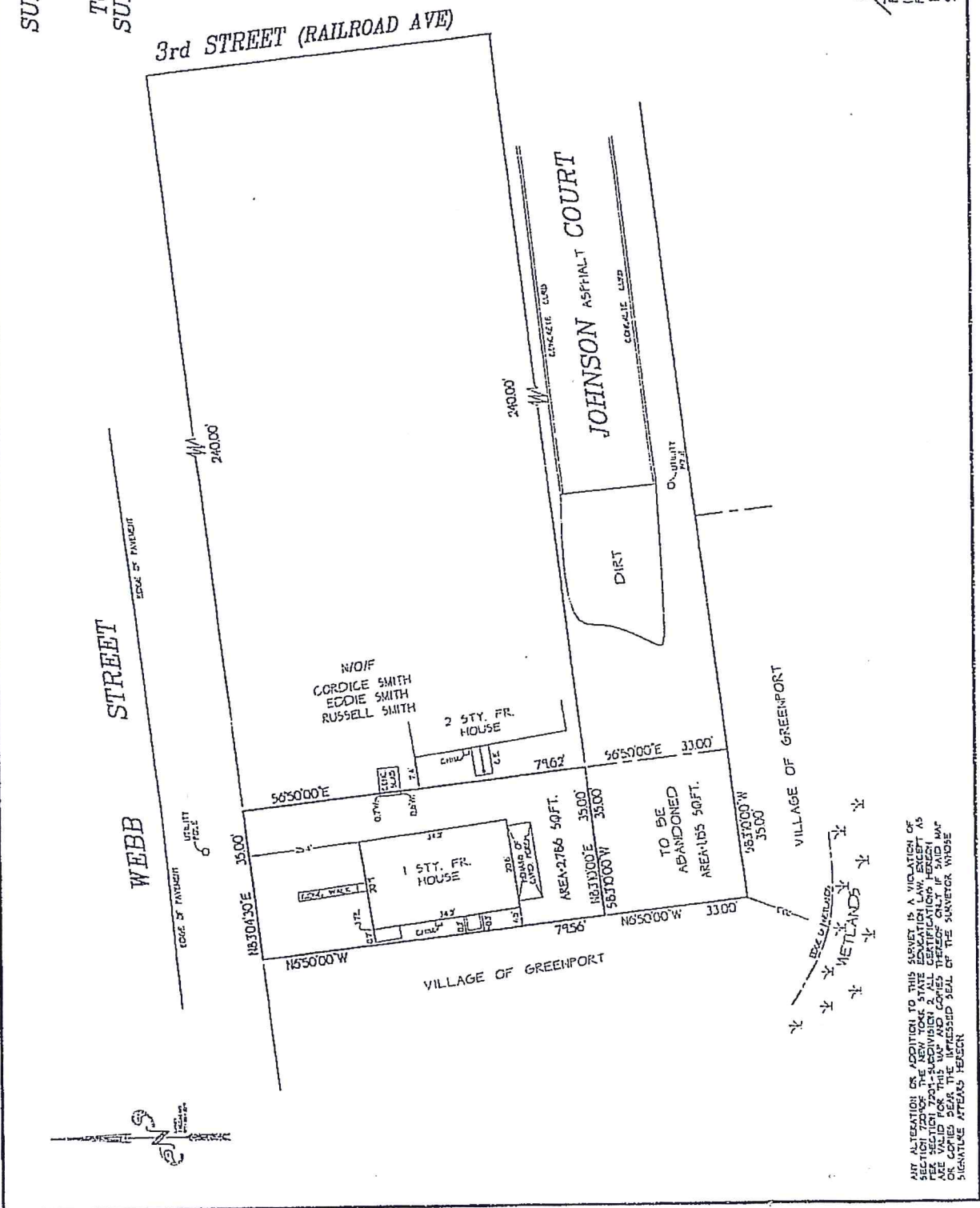
THENCE NORTH 83 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT AND PLACE OF BEGINNING.



SURVEY OF PROPERTY
AT THE VILLAGE OF
GREENPORT
TOWN OF SOUTHWOLD
SUFFOLK COUNTY, N.Y.
 1001-02-04-01
 SCALE: 1" = 20'
 SEPTEMBER 19, 2017

SCHEDULE B

John M. Hesse
 N.Y.S. LIC. NO. 49515
 PEGIONIC SURVEYORS, P.C.
 (631) 765-5020 FAX (631) 765-1797
 P.O. BOX 509
 1230 TRAVELER STREET
 SOUTHWOLD, N.Y. 11771
17-105



ANY ALLEGATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7201 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PER SECTION 7201-SUBDIVISION 2. ALL CERTIFICATIONS HEREON ARE VALID FOR THE UNLESS OTHERWISE SPECIFIED BY THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON.