236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

September 27, 2018 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Walter J. Belz
- Mary Louise "Penny" Coyle
- Nicholas William Durka
- Richard Fiedler
- William H. Price
- Teresa Schiavoni
- Ellen Young

ANNOUNCEMENTS

- The Homecoming Parade will take place on September 28th.
- The Village Offices will be closed on October 8th in observance of Columbus Day.
- The Halloween Parade is scheduled for October 27th.
- The Cold Spring Harbor Band, featuring the music of Billy Joel, will be at the High School Auditorium from 7:30 – 9:30 p.m. on October 27th, as a fundraiser for the miniature railroad.

LIQUOR LICENSE APPLICATION - None

PRESENTATION

- Water Conservation: Glynis Berry

PUBLIC HEARINGS

- Wetlands Permit Application of North Ferry to connect and stabilize two independent finger piers at the ferry terminal MM(GH)/MS(JR) TO CLOSE
- Proposed amendment to Village Code Chapter 132 (Vehicles and Traffic), Article 47, Schedule IX (Crosswalks) of the Village of Greenport Code, to add a crosswalk on Main Street between Monsell Place and Bridge Street MM(GH)/MS(JM) TO CLOSE
- Proposed amendment to Village Code Chapter 103 (Rental Properties) and Chapter 150 (Zoning) of the Village of Greenport Code, to create regulations regarding the transient or short-term rental of residential properties and units MM(GH)/MS(MBP) TO CLOSE

Discuss next month @ W/S

Discuss next month @ W/S

Discuss next month @ W/S.

PUBLIC TO ADDRESS THE BOARD*

REGULAR AGENDA

* Bob Kehl
William Swiskey
Chatty Allen

9/27/18 Public Hearing Speakers

WPA - North Ferry
John Saladino - CAC
Stella Pagudis - North Ferry
John Costello

Rental Properties / Zoning
Pat Moore
Celia Ratsey
Joe Flotteron
Madison Fender
Tricia Hammes
Salem Katsch
Randy Wade
Dan Wile
Karen Rivara
Denise Balzaretti
Blake Kirkpatrick
Verona Beralba
John Prentales
Hillary Gulley
John Saladino
Judy Kirkpatrick
Julia Moran
William Swipkey
Brian Cheeseman
Cathy Allen
Chet(?) Maillot
Sofia Antoniadis
Sam Katsch (2nd time)
Kim Swann
Randy Wade
Lily Dougherty-Johnson
Joan Kehl
Lucy Clark
Denise Balzaretti (2nd time)
Diane Peterson

Trustee Roberts
(read letters into the record)

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 09-2018-1

RESOLUTION adopting the September, 2018 agenda as printed. GH/JM

RESOLUTION # 09-2018-2

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

RESOLUTION # 09-2018-3

RESOLUTION ratifying the following resolution as approved at the Village of Greenport Board of Trustees work session meeting on September 20, 2018:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3997, to modify the budget for the purchase and renovation of 415 Sixth Street, Greenport, and directing that Budget Amendment #3997 be included as part of the formal meeting minutes for the September 27, 2018 regular meeting of the Board of Trustees. JR/JM

VILLAGE ADMINISTRATOR

RESOLUTION # 09-2018-4

RESOLUTION authorizing the attendance of Craig Johnson at Activated Sludge Wastewater Treatment Process training in Morrisville, New York from October 9, 2018 to October 12, 2018, with the following corresponding expenses: course fee of $525.00, room rate of $75.00 per night for four nights, reimbursable meal expenses not to exceed $ 35 per day, course-related work and study materials, and mileage reimbursements in accordance with the Village Travel Reimbursement Policy, to be expensed from account G.8110.407 (Employee Training). JM/MBP

RESOLUTION # 09-2018-5

JMO/SG

RESOLUTION hiring Stephen Venuti and Stephanie King as seasonal, part-time Marina Office and Ice Rink employees at a pay rate of $14.00 per hour, effective October 3, 2018. MBP/DR

RESOLUTION # 09-2018-6

JMO/SG

RESOLUTION ratifying the hiring of Juan Diaz as a seasonal, part-time Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of $11.00 per hour, effective September 1, 2018. DR/JR

RESOLUTION # 09-2018-7

RESOLUTION approving the attached Intermunicipal Agreement between the Village of Greenport and the Town of Southold, providing for the participation of the Village of Greenport in the Urban County Cooperation Agreement with Suffolk County, with the Village of Greenport participating in the corresponding Consortium through the Town of Southold, which is presently a member of the Consortium. JR/JM

SLP

RESOLUTION # 09-2018-8

RESOLUTION approving the attached Intermunicipal Agreement between the Village of Greenport and the Town of Southold, regarding the institution of a Lead Water Service Line Replacement Program for the financing of lead water service line replacements in areas within the geographic boundaries of the Village of Greenport and the Town of Southold. JM/MBP

SLP

RESOLUTION # 09-2018-9

RESOLUTION approving an increase in the rates for trailers, RV's and "5th Wheels" at the Village of Greenport McCann Campground, effective for the 2019 season, per the attached schedule of rates. MBP/DR

RESOLUTION # 09-2018-10

RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Paul Pallas at the NYAPP Annual Fall Meeting from October 2, 2018 through October 4, 2018 in Jamestown, New York, at a conference fee of $245.00 per person and a room rate of $159.00 per night per person, reimbursable meal expenses not to exceed $ 35.00 per day, and mileage and travel reimbursement in accordance with the Village Travel Reimbursement Policy, to be expensed from account E.0782.000 (Management Services). DR/JR

VILLAGE CLERK

RESOLUTION # 09-2018-11

RESOLUTION approving the attendance of any interested: Board of Trustees member, Village Manager, Village staff member, Zoning Board of Appeals member and/or Planning Board member at the SCVOA-sponsored Municipal Training Workshop, from 5:30 p.m. through 9:30 p.m. on October 18, 2018 in Melville, New York; with all applicable mileage reimbursements to be expensed from the corresponding account numbers. JR/JM

RESOLUTION # 09-2018-12

RESOLUTION awarding to a Village of Greenport Fire Department member a Length of Service Award pre-entitlement age total and permanent disability benefit. JM/MBP

SLP

RESOLUTION # 09-2018-13

SLP - CALL STPD

RESOLUTION approving the request of the Greenport Harbor Brewing Company to close to vehicular traffic, and utilize, Carpenter Street from Bay Avenue to East Front Street, for the annual Oyster Festival, from 11 a.m. through 6 p.m. on October 7, 2018. MBP/DR

RESOLUTION # 09-2018-14

SLP - CALL STPD

RESOLUTION approving the closing of North Street from Main Street to Front Street, and Front Street from Main Street to the Carousel, from 9:30 a.m. through 11:30 a.m. on October 27, 2018 for the Village-sponsored Halloween Parade, in collaboration with the Business Improvement District. DR/JR

RESOLUTION # 09-2018-15

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1, 2018. JR/JM

RESOLUTION # 09-2018-16

RESOLUTION scheduling the November 2018 Regular Meeting of the Village of Greenport Board of Trustees for Monday, November 26, 2018 in observance of Thanksgiving Day. JM/MBP

RESOLUTION # 09-2018-17

SLP

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the County of Suffolk for a matching fund grant with up to $ 237,000.00 to be paid by the County of Suffolk, related to the Road-End Drainage Improvement Project undertaken by the Village of Greenport for the road ends at Fourth Street, Clark Street, Brown Street and Flint Street. MBP/DR

RESOLUTION # 09-2018-18

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Brooke Epperson on behalf of Erika Cabral for the property at 127 Bay Avenue, adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment. JR/JR

RESOLUTION # 09-2018-19

RESOLUTION approving the Wetlands Permit Application submitted by applicant Brooke Epperson on behalf of Erika Cabral, per the public hearing held on July 26, 2018 to construct a new garage, covered cabana, hot tub and pool with 11,540 cubic feet of dirt to be removed from the property at 127 Bay Avenue, Greenport, New York, 11944, subject to the following Conservation Advisory Council conditions:

Pool waste water shall be directed to the Village sewer via permanent piping; mechanical equipment must be installed outside the floodplain; during construction, any required dewatering shall not be directed to the Bay; a silt fence must be installed during construction; a minimum 5-foot, no-turf buffer is to be installed along the entire length of the existing bulkhead, and:

the term of the permit shall be two years. JR/JM

AMEND TO REMOVE "TO CON A NEW GARAGE..." MBP/DR

RESOLUTION # 09-2018-20

RESOLUTION approving the attached contract between The Village of Greenport and James D. Schott, for the provision of sound services related to the 2018 Dances in the Park Program, and further authorizing Mayor Hubbard to sign the contract between The Village of Greenport and James D. Schott. JM/MBP

RESOLUTION # 09-2018-21

RESOLUTION authorizing the solicitation of bids for the purchase of a new or used (2014 or newer) 4500 series plow-capable truck or equivalent, with gas-powered engine and stake-side dump body, for use by the Village of Greenport Road Department, and authorizing Clerk Pirillo to notice the solicitation of bids accordingly. MBP/DR

RESOLUTION # 09-2018-22

RESOLUTION authorizing the solicitation of bids for the purchase of a new or used (2014 or newer) 4500 series plow-capable truck or equivalent, with gas-powered engine and stake-side dump body for use by the Village of Greenport Electric Department, and directing Clerk Pirillo to notice the solicitation of bids accordingly. DR/JR

VILLAGE ATTORNEY

RESOLUTION # 09-2018-23

SLP

RESOLUTION approving the Stipulation and Order Settling Violation in the matter of "People of the State of New York versus Stephen Bull", and authorizing Mayor Hubbard to sign the Stipulation and Order Settling Violation on behalf of the Village of Greenport. JR/JM

RESOLUTION # 09-2018-24

RESOLUTION that the Board of Trustees authorizes Village Attorney Joseph W. Prokop, Esq. and Special Counsel David Kosakoff, Esq. to schedule and participate in non-binding mediation with the opposing parties and counsel in the Genesys Engineering litigation matters. JM / MBP

MAYOR

RESOLUTION # 09-2018-25

SLP

RESOLUTION scheduling a Public Hearing for 7:00 p.m. on October 25, 2018 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 50 (Loading Zones) of the Village of Greenport Code, and directing Clerk Pirillo to notice the Public Hearing accordingly. MBP/DR

VOUCHER SUMMARY

RESOLUTION # 09-2018-26

RESOLUTION approving all checks per the Voucher Summary Report dated September 21, 2018, in the total amount of $558,762.44 consisting of:

- All regular checks in the amount of $461,626.40, and
- All prepaid checks (including wire transfers) in the amount of $97,136.04.

DR / JR

September 24, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-47 OF THE GREENPORT VILLAGE CODE

TO CREATE AN ADDITIONAL CROSSWALK ON MAIN STREET BETWEEN MONSELL PLACE AND BRIDGE STREETS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-47

3.0 Severability

1.1 .Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 132-47 of the Greenport Village Code to Add an Additional Crosswalk on Main Street between Monsell Place and Bridge Street".

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 2018, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be with in 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 create an additional crosswalk for the public health and welfare of the residents and visitors of the Village.

2.0 General Provisions.

2.1 The language of Section 132-47 of the Greenport Village Code regarding crosswalks is hereby amended to add the following crosswalk:

"29. On Main Street between Monsell Place and Bridge Street."

3.0 Severability

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

Draft Short Term Conditional Use Rental Permit Law
September 13, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING CHAPTERS 103 AND 150 OF THE GREENPORT VILLAGE CODE

REGULATIONS FOR THE RENTAL OF RESIDENTIAL PROPERTIES

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,

Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Amendment of Chapter 103.

3.0 Severability.

1.1 Title

This Local Law shall be entitled "Local Law of 2018 Amending Chapters 103 and 150 of the Greenport Village Code, Rental Regulations for Residential Properties".

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 2018, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend the existing regulations of Chapter 103 of the Greenport Village Code regarding the rental of residential property and properties containing a residential use in the Village of Greenport so that the short term rental of a property or a portion thereof which is not owner occupied or occupied by a long term occupancy as defined in this Local Law shall be prohibited, and to amend Chapter 150 to correspond with the changes in Chapter 103.

General Provisions.

2.1 Section 103-4 Definitions, of the Greenport Village Code, is amended to add the following definitions:

LONG TERM OCCUPANCY: Occupancy by a written lease with a term of at least one year.

OWNER-OCCUPIED; Occupation by the owner of the property and/or the owner's immediate family.

RESIDENTIAL PROPERTY; Property which is zoned for residential use or that portion of a mixed use property which is a residential use.

SHORT TERM RENTAL; The rental of residential property or a portion thereof for a term of less than 14 days, which shall not include the rental of rooms by a Bed and Breakfast establishment that has been approved by the Village of Greenport under Greenport Village Code Section 150-7(b)(7).

2.2 Section 103-7A is hereby created to read as follows:

The Short Term Rental of a residential property or a portion thereof is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or is occupied

as a Long Term Occupancy, or a portion of a single family house, the remainder of which is Owner Occupied or is occupied as a Long Term Occupancy.

2.2 Section 103-12(H) of the Greenport Village Code shall be created to read as follows:

103-12(H) A rental permit number shall be issued for each rental permit that is granted by the Village and the rental permit number shall be displayed on all advertisements of the rental unit to which the rental permit number corresponds.

2.3 Section 150-11.2 of the Greenport Village Code shall be created to read as follows:

"Section 150-11.2 Short Term Rentals a Prohibited use.

The Short Term Rental of a residential property or a portion thereof (as defined in Section 103-4 of the Greenport Village Code) is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or occupied as a Long Term Occupancy or a portion of a single family house, the remainder of which is Owner Occupied or occupied by a Long Term Occupancy.

Severability

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

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2019		Period: 8	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	3997	Trans Date:	08/30/2018	User Ref:	ROBERT		
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		08/30/2018
Description:	TO RECORD THE BUDGET FOR THE PURCHASE AND RENOVATION OF 415 SIXTH STREET, GREENPORT					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
H 3595	BOND PROCEEDS REVENUE	650,000.00
H 1620.205	ROAD BARN BLDG	650,000.00
	Total Amount:	1,300,000.00

IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018

Intermunicipal Agreement

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

Term of Agreement: Shall be from October 1, 2018 to September 30, 2019

Total Cost of Agreement: Cost as provided in this IMA.

Whereas, the Town has entered an Urban County Cooperation Agreement with Suffolk County (the "County") through its duly constituted Office of Economic Development and Planning, having an office located at H. Lee Dennison Building, 100 Veterans Highway, Hauppauge, New York 11788 (the "Agreement") (Exhibit A); and

Whereas the Agreement provides a legal mechanism through which the County may act as an Urban County to apply for, receive, and disburse federal funds available to such urban counties under Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, and Title II of the National Affordable Housing Act of 1990, as amended (hereinafter collectively referred to as the "Acts") to provide for substantial federal grounds being made to certain counties for use therein; and

Whereas Suffolk County, in accordance with the Agreement, is offering municipalities that are located in Suffolk County the ability to access the funds available from the Acts for projects in their respective jurisdictions through the County by an Urban County Cooperation Agreement; and

Whereas Southold Town is a member of the Consortium in accordance with the Agreement and the Town currently participates in the Suffolk County Consortium for grant funding opportunities from HUD; and

Whereas the Village of Greenport is not enrolled as a member of the Consortium but the Village of Greenport may participate in the benefits of the Consortium as a municipality within the geographic boundaries of the Town of Southold; and

Whereas the Village of Greenport boundaries fall within the geographic boundaries of the Town of Southold; and

Whereas, the Village of Greenport would like to participate in the submission of proposals for consideration of grant funding using the Funds;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree and enter this Inter Municipal Agreement ("IMA") as follows:

1. The term of this IMA shall be from October 1, 2018 to September 30, 2019.

2. The Village of Greenport will provide the Town of Southold with the proposals for four projects (proposal outlines attached as Exhibit B) which the Town of Southold agrees to submit and shall submit through the Consortium on behalf of the Village of Greenport for grant consideration and funding approval.

3. The Town of Southold shall administer the grant application submission process for the Village of Greenport for all four of the designated Village of Greenport projects.

4. The Town of Southold will take lead status and administer all aspects of any projects proposed by the Village of Greenport that have been awarded grant Funds, with the Village of Greenport monitoring the physical construction.

5. All grant award amounts shall be paid for by the Town of Southold, with the expectation of reimbursement from the grant award proceeds.

6. For each of the four projects (Exhibit B), the Village of Greenport shall provide all funding not expected to be reimbursed from grant award proceeds.

7. The Town of Southold shall indemnify and hold harmless the Village of Greenport from any liability of the Village due to a breach of this Agreement by the Town of Southold or the failure of the Town of Southold to perform its obligations under the Agreement or this IMA, and for any additional costs or expenses of the Village of Greenport other than those detailed in the Agreement or this IMA, except those that may arise from the gross negligence of the Village of Greenport.

8. The Town of Southold shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Village of Greenport as additional insured with respect to occurrences under the Agreement and this IMA, in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) per annum, and the Village of Greenport shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Town of Southold as additional insured with respect to occurrences under this IMA in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) per annum.

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

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

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

Town of Southold

By: _____
Hon. Scott Russell
Supervisor

Date: _____

Village of Greenport

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

Date: _____

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and office of person taking the Acknowledgement

*

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and office of person taking the Acknowledgement

Exhibit A
Suffolk County Urban County Cooperation Agreement

SUFFOLK COUNTY
URBAN COUNTY COOPERATION AGREEMENT

This Agreement is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Office of Economic Development and Planning, having an office at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11778, and the Village of Greenport (the "Municipality"), a municipal corporation duly organized and existing under the laws of the State of New York, having its principal office at 236 Third Street, Greenport, New York 11944.

The parties hereto desire to undertake eligible housing, community, and economic development activities under the Housing and Community Development Act of 1974 as amended and Title II of the National Affordable Housing Act of 1990 as amended (the "Acts").

Term of Agreement: As provided in paragraph 9 of Article I herein.

Terms and Conditions: Shall be as set forth in Article I herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

VILLAGE OF GREENPORT

By: _____
Name: _____
Title: _____
Fed. Tax ID #: _____
Date _____

_____ hereby certifies under penalties of perjury that I am an officer of the Village of Greenport, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the municipality meets all requirements to qualify for exemption thereunder.

Name_____ Date_____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

Approved:
Department

By: _____
Name: _____
Title: _____
Date _____

Approved as to Form:
Dennis M. Brown
County Attorney

By: _____
Name
Assistant County Attorney
Date _____

Table of Contents

Article I: General Terms and Conditions

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9. Qualification as an Urban County
10. Federal Statutory Reorganization
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12. Execution of Agreement
13. Severability

Article I
General Terms and Conditions

WHEREAS, Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, and Title II of the National Affordable Housing Act of 1990, as amended (hereinafter collectively referred to as "the Acts"), provide for substantial federal grants being made to certain urban counties for use therein; and

WHEREAS, the Acts establish certain criteria which must be met in order for a county to qualify as an urban county; and

WHEREAS, to satisfy these criteria, a county applying as an urban county must enter into cooperation agreements with its constituent municipalities which desire to participate in the program; and

WHEREAS, the County of Suffolk (the "County") and the Village of Greenport (the "Municipality") desire to enter into a cooperation agreement to participate in the programs set forth in the Acts.

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

1. Purpose

   The purpose of this Agreement is to establish a legal mechanism through which the County may act as an urban county to apply for, receive, and disburse federal funds available to such urban counties under the Acts, and to take such actions in cooperation with the participating municipalities as may be necessary to receive the benefits of the programs set forth in the Acts.

2. Legal Authority

   The Suffolk County Executive, as Chief Executive Officer of Suffolk County, pursuant to the authority given to him by the Suffolk County Legislature, is empowered to enter into a cooperation agreement to undertake essential community development, housing assistance, HOME activities and Emergency Solutions Grants (ESG) Programs under the Acts.

   The Chief Executive Officer of the cooperating Municipality, pursuant to the authority given to him or her by resolution of the governing body, is empowered to enter into cooperative agreements for the purpose of establishing a consortium which shall consist of all signatories of this Agreement to under essential community development, housing

assistance, HOME activities and Emergency Solutions Grants (ESG) Programs authorized under the Acts.

3. Definitions

   a. Action Plan - the one-year portion of the Consolidated Plan.

   b. Community Development Block Grant Program or CDBG Program - federal program created under the Housing and Community Development Act of 1974 and administered by HUD. The CDBG Program provides grant funds to local and state governments to be used to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low- and moderate-income residents.

   c. Community Development Agency- an agency responsible for administering and distributing community development funds received annually from HUD, as well as funds from local and state government and other sources. The Department serves as a Community Development Agency for the purposes of administering and distributing CDBG funds pursuant to this Agreement.

   d. Consortium - geographically contiguous units of general local government consolidated to be in a single unit of general local government for certain HUD program purposes when certain HUD requirements are met.

   e. Consolidated Plan - the document prepared by the Department and submitted to HUD describing the housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to implement the strategies.

   f. Suffolk County Consortium – a consortium comprised of Suffolk County, six Suffolk County towns and five Suffolk County villages, including the Towns of East Hampton, Riverhead, Shelter Island, Smithtown, Southampton, and Southold and the Villages of Greenport, Sag Harbor, Southampton, Westhampton Beach, and Westhampton Dunes.

   g. Suffolk County Cooperation Agreement - the legally binding cooperation agreement executed by all members of the Suffolk County consortium, which contains all of the requirements as set forth in law, regulations, and HUD memorandums for retaining designation as a Consortium.

4. Responsibilities of Suffolk County

The Suffolk County Executive is authorized to execute and file yearly Community Development Block Grant and HOME Investment Partnership Funds applications for funds under the Acts and execute grant agreements with the Department of Housing and Urban Development for the purposes of implementing said applications. Suffolk County is authorized to undertake or assist in undertaking essential community development, housing assistance, HOME activities and ESG Programs.

The County, as applicant, will take full responsibility and assume all obligations of an applicant required by the Acts, including responsibility for the filing of annual grant requests, the analysis of needs, the setting of objectives, the development of community development plans, and the Consolidated Plan, the community development program, and the assurance of certifications. The County shall also have responsibility for fiscal matters of the Consortium under the Acts.

The County, as applicant for the Consortium, is hereby delegated the authority to enter into or execute contracts, sub-agreements, and other necessary documents or agreements to receive and expend funds, to employ personnel to organize and train staff to develop procedures for program planning, operation assessment and fiscal management of the program, to evaluate program performance and determine resulting need to reallocate resources, and to modify the Grant Agreement with the United States Department of Housing and Urban Development.

It is understood that upon execution of this Agreement, the County shall have the right and the authority to adopt a resolution which will accept and appropriate any monies received in accordance with the "unified system of accounts."

5. Estimated Grant and Allocation Thereof

The annual amount of Federal funds involved shall be the amount applied for by the County pursuant to the recommendation of the County Executive, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in an account established and maintained pursuant to Federal and State regulations. Upon authorization by the County, and in compliance with applicable State law and promulgated regulations, funds may be expended from this account by the County or by payment to the Municipality pursuant to a specific contract. Neither the County nor the participating Municipality may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws. No participant under this Agreement may in any way be obligated to expend funds of its own except as may be mutually agreed upon in accordance with the law.

The County will retain the greater of $400,000 or nine percent (9%) of Community Development Block Grant funds annually, to be used for program administration,

planning, and operations. The balance of the funding (hereinafter "Program Funds") will be distributed to the participating municipalities. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement as set forth in 24 CFR 570.503. The Municipality will receive funding only after executing a separate contract with the County that meets the requirements of 24 CFR 570.503. The County will proportion Community Development Block Grant funds among large and small municipalities. Program Funds will be allocated among the participating municipalities based on such factors as population, the extent of overcrowded housing units, poverty, age of housing stock, low- and moderate-income persons, housing performance, and performance in providing benefits to low- and moderate-income persons.

The Municipality agrees to use a substantial proportion of its funds for the implementation of its portion of the Consolidated Plan.

The remaining portion of the Community Development Block Grant funds available to the participating Municipality may be used for "eligible activities" as outlined in the Federal regulations governing the Community Development program. The allocation of funds into individual projects will be determined by participating Municipalities with input from the public. The County will have the final responsibility for selecting Community Development and HOME projects and annually filing the Annual Action Plan with HUD.

6. Program Income

The Municipality must inform the County of any income generated by the expenditure of Community Development Block Grant and HOME Investment Partnership funds received. Program income may be assigned by the County to be retained by the Municipality. The Municipality will be required to substantially disburse program income, so received, for eligible community development activities before additional cash withdrawals are made by the County from the U.S. Treasury. Any program income that the Municipality is authorized to retain may only be used for eligible activities in accordance with all Community Development Block Grant and HOME requirements as may then apply.

The County is responsible for monitoring the reporting to HUD on the use of any program income, thereby requiring appropriate recordkeeping and reporting by the Municipality as may be needed for this purpose. In the event of close-out or change in status of the Municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

7. Real Property Standards

Real property acquired or improved in whole or in part using Community Development Block Grant funds or HOME Investment Partnership funds that is within the control of the Municipality shall be governed by the following standards:

a. The Municipality shall provide the County with timely notification of any modification or change in use of the real property from that planned at the time of acquisition or improvement including disposition;
b. The Municipality shall provide for reimbursing the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-Community Development Block Grant funds) of property acquired or improved with Community Development Block Grant or HOME funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant and HOME regulations; and
c. Program income generated from the disposition or transfer of property prior to or subsequent to the close-out or change in status or expiration of the cooperation agreement between the County and the Municipality shall be subject to the requirements of Section V of Article I of this Agreement.

8. Financial Control System

The County will provide a financial control system that will, among other things, yield data necessary to complete federal required reports, meaningful management information, and a clear audit trail for all expenditures.

The County will adhere to Federal Regulations in all matters of Fiscal Control and Management. Fiscal Control and Management functions will be carried out in accordance with the provisions of Office of Management and Budget Circular A-87.

9. Qualification as an Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county," the Municipality and the County will cooperate to undertake, or assist in undertaking community renewal and lower income housing assistance activities, specifically including urban renewal and publicly assisted housing.

The County and the cooperating Municipality shall take all required actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including the provisions of the National Environmental Policy Act of 1969, Title IV of the Civil

Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, the Uniform Relocation Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and other applicable laws.

The County will not allocate urban county funding for activities in or in support of any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The cooperating Municipality has adopted and is enforcing a policy prohibiting the use of excessive force by its law enforcement agency against individuals engaged in non-violent civil rights demonstrations. The Municipality shall enforce applicable State and local laws against physically barring the entrance or exit of a facility or location which is the subject of non-violent civil rights demonstrations.

The cooperating Municipality may not sell, trade or otherwise transfer all or any portion of such (Community Development Block Grant (CDBG or HOME) funds to a metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

The cooperating Municipality understands that by executing this Agreement that the Municipality may not apply for grants under the Small Cities, or New York State Program from appropriations for those fiscal years during the period in which such Municipality is participating in the urban county's Community Development Block Grant program. The cooperating Municipality may participate in a HOME program only through the Suffolk Urban County Consortium, regardless of whether the urban county received a HOME formula allocation and the Municipality cannot form a HOME consortium with other local governments. The cooperating Municipality may receive a formula allocation under the ESG Program only through the Suffolk Urban County Consortium.

10. Federal Statutory Reorganization

The Municipality recognizes and agrees that the grant agreements for some HUD programs, including the Community Development Block Grants incorporate the regulations "as now in effect and as may be amended from time to time" and therefore, 2 CFR part 200 will be applicable to these grants.

11. Duration of Agreement

This Agreement shall give the County the authority to carry out activities funded from annual Community Development Block Grants, HOME funds and ESG Program funds from the Federal Fiscal Years 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds. This Agreement will automatically be renewed for participation in successive three-year qualification periods unless the County or Municipality provides written notice that it elects not to participate in a new qualification period. The County and the Municipality agree to adopt any amendment to this agreement necessary to meet the requirements for cooperation agreements for a subsequent three-year qualification urban county qualification period. Any adopted amendments shall be submitted to HUD and a failure to do so will void the automatic renewal for such qualification period. At the end of each qualification period, the County shall notify the participating Municipality by the date specified by the Department of Housing and Urban Development's Urban County Qualification Notice that the Municipality may elect to be excluded from the urban county. This Agreement shall remain in effect until Community Development, HOME funds, ESG Program funds and program income received with respect to activities carried out during the three-year qualification period fiscal years 2019, and 2020, and any successive qualification periods under agreement that provide for automatic renewals, are expended and the funded activities are completed. The County and the cooperating Municipality cannot terminate or withdraw from this Agreement while the Agreement remains in effect.

12. Execution of Agreement

This Agreement shall be signed by the County Executive and the Chief Executive of the individual Municipality participating.

Each signatory agrees to cooperate with all other signatories of cooperation agreements and be bound as if all had signed the same Agreement for the term of this Agreement unless otherwise terminated pursuant to the requirements of eligibility under Federal law.

13. Severability

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

- End of Document -

Exhibit B
Greenport Projects to be Submitted for Grant Funding

SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES

COUNTY USE ONLY		
Project No.:	CPS Project No.:	HUD Activity No:
Project Name:		Project Year:
HUD Activity Code:	Approved by Suffolk County:	

Municipality: Village of Greenport **Contact Person:** Robert Brandt

Project Title: Third Street Park All Inclusive Playground Equipment **Phone:** 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

Third Street Park

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area)

The park is centrally located in the Village. All residents use the available facilities.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Purchase and installation of playground equipment designed for all Village residents regardless of ability. Add Dark Skies compliant lighting.

Census Tracts, Block Groups:

CENSUS TRACT 1701.01, BLOCK GROUP 6

Is the purpose of this activity to:

Help prevent homelessness?	Yes ☐	No ☑
Help the Homeless?	Yes ☐	No ☑
Help those with HIV/AIDS?	Yes ☐	No ☑
Primarily help persons with Disabilities?	Yes ☑	No ☐

Activity to be carried out by Municipality?	Yes ☑	No ☐
Activity to be carried out by subrecipient?	Yes ☐	No ☐

Subrecipient Name: DUNS#

Subrecipient Address:

Contact Person: **Telephone Number:**

Is subrecipient a faith based organization?	Yes ☐	No ☐
Is subrecipient an instititon of higher learning?	Yes ☐	No ☐

Performance Indicators Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES

COUNTY USE ONLY		
Project No.:	CPS Project No.:	HUD Activity No:
Project Name:		Project Year:
HUD Activity Code:	Approved by Suffolk County:	

Municipality: Village of Greenport **Contact Person:** Robert Brandt

Project Title: Fifth & Sixth Street Beach Special Needs Playground **Phone:** 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)
Fifth & Sixth Street beach

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area)
All of the Village residents use this beach.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Purchase and installation of playground equipment designed for all Village residents regardless of ability.

Census Tracts, Block Groups:
Census Tract 1701.1, Block Group 6

Is the purpose of this activity to:

Help prevent homelessness?	Yes ☐	No ☑
Help the Homeless?	Yes ☐	No ☑
Help those with HIV/AIDS?	Yes ☐	No ☑
Primarily help persons with Disabilities?	Yes ☑	No ☐

Activity to be carried out by Municipality?	Yes ☑	No ☐
Activity to be carried out by subrecipient?	Yes ☐	No ☐

Subrecipient Name: DUNS#
Subrecipient Address:
Contact Person: **Telephone Number:**

Is subrecipient a faith based organization?	Yes ☐	No ☐
Is subrecipient an instititon of higher learning?	Yes ☐	No ☐

Performance Indicators Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:
Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES

COUNTY USE ONLY		
Project No.:	CPS Project No.:	HUD Activity No:
Project Name:		Project Year:
HUD Activity Code:	Approved by Suffolk County:	

Municipality: Village of Greenport **Contact Person:** Robert Brandt

Project Title: Sixth Avenue Sidewalk Rehab for ADA Compliance **Phone:** 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

West side of Sixth Avenue from Front Street north to and including West St., east side of Sixth St. to Oak st

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area)

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Reconstruction of existing sidewalks and aprons, adding ADA compliant access at all street intersections. Repair root damage of existing sidewalk. Completion of project will allow disabled people to independently move from the western border of the Village, including school and church to the main route into business

Census Tracts, Block Groups:

Census tract 1701.1, Block group 6

Is the purpose of this activity to:

Help prevent homelessness?	Yes ☐	No ☑
Help the Homeless?	Yes ☐	No ☑
Help those with HIV/AIDS?	Yes ☐	No ☑
Primarily help persons with Disabilities?	Yes ☑	No ☐
Activity to be carried out by Municipality?	Yes ☑	No ☐
Activity to be carried out by subrecipient?	Yes ☐	No ☑

Subrecipient Name: DUNS#

Subrecipient Address:

Contact Person: **Telephone Number:**

Is subrecipient a faith based organization?	Yes ☐	No ☐
Is subrecipient an instititon of higher learning?	Yes ☐	No ☐

Performance Indicators Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES

COUNTY USE ONLY		
Project No.:	CPS Project No.:	HUD Activity No:
Project Name:		Project Year:
HUD Activity Code:	Approved by Suffolk County:	

Municipality: Village of Greenport **Contact Person:** Robert Brandt

Project Title: Third Street Park Access Rehab **Phone:** 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)
Third Street Park

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area)
All of the Village residents use this park.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

To repair existing sidewalk and park entrance from the Third Street Firehouse apron north to Center Street, from Center Street west to Fourth Avenue, south to rear apron of Fire house. Create an ADA compliant entrance into the park on Fourth Avenue.

Census Tracts, Block Groups:

Is the purpose of this activity to:

Help prevent homelessness?	Yes ☐	No ☑
Help the Homeless?	Yes ☐	No ☑
Help those with HIV/AIDS?	Yes ☐	No ☑
Primarily help persons with Disabilities?	Yes ☑	No ☐

Activity to be carried out by Municipality?	Yes ☑	No ☐
Activity to be carried out by subrecipient?	Yes ☐	No ☐

Subrecipient Name: DUNS#
Subrecipient Address:
Contact Person: **Telephone Number:**

Is subrecipient a faith based organization?	Yes ☐	No ☐
Is subrecipient an instititon of higher learning?	Yes ☐	No ☐

Performance Indicators Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

Intermunicipal Agreement

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

Term of Agreement: Shall be from March 1, 2018 to February 29, 2020

Total Cost of Agreement: The Cost of Project Expenditure or $156,040.11, whichever is less.

Whereas, the Town has procured funds from the State of New York Department of Health (the "Funds") to institute a Lead Water Service Line Replacement Program for the financing of lead water service line replacements in areas within the geographic boundaries of the Town of Southold; and

Whereas, the Village of Greenport boundaries fall within the geographic boundaries of the Town of Southold; and

Whereas, the Village would like to utilize the Funds for the undertaking of the replacement of lead water service lines within the Village of Greenport; and

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

1. The term of this Agreement shall be from March 1, 2018 to February 29, 2020.

2. The Town shall contract with the Village to replace lead-containing water service lines within the Boundaries of the Village.

3. Water service lines will be inspected to determine if the water service pipe, as it enters the premise, is constructed of galvanized or copper pipe. (These are likely to have a lead service connection at the main.) A mailing will be sent by the Village to the owner of record of each potentially affected property to schedule an inspection to check the service pipe material. Inspections and replacements will be made on a "first come, first served" basis.

4. Any and all labor undertaken in the locating and identifying of service line replacement And the purchase of service line replacement materials shall be done by the Village. The Village's in-house staff shall be utilized in the performance of these obligations including, but not limited to, laborers and the Crew Leader.

5. The Village's designated project Crew Leader will be responsible for overall management of the program (identification of services to be replaced, work scheduling, contractor coordination, etc.) within the Village boundaries and direct supervision of labor personnel. Two Village laborers will assist with excavation and perform service replacement work under the direct supervision of the Village designated project Crew Leader. Trenching will be performed by a contractor engaged directly by the Village, as will all asphalt pavement repair.

6. There are an estimated fifty-three (53) service lines expected to be replaced under this agreement. The Village shall be permitted to charge the Town the actual cost per water service line replacement for reimbursement of costs under the Lead Water Service Line Replacement program subject to requisite reporting.

7. The Village, and its sub-contractors, shall obtain and maintain all appropriate certifications as
required and appropriate during all times that the Village is providing services under this Agreement.

8. The individuals that are provided by the Village to perform work under this agreement (except for contractors or subcontractors retained or provided by the Village) shall at all times be and remain employees of the Village, and shall be covered by all required and respective Village insurance and benefit plans, and shall have all salary, compensation, and other payments that may accrue or be due to them paid to them by the Village. The individuals shall at all times be considered as, and remain employees of the Village.

9. The Village shall be responsible for advancing all costs incurred in providing the services contemplated under this Agreement, including the salary, benefits and insurance, if applicable. The costs and expenses of the Village shall be billed by the Village to the Town on a quarterly basis and paid by the Town to the Village within thirty (30) days of receipt by the Town of the billing statement. The Village shall submit a request for payment on a Town approved voucher form
along with the Village's invoice which shall include all actual applicable costs. In addition, all requisite reporting for the Lead Water Service Line Replacement Program must be concurrently provided.

The Town shall pay the Village upon the submission of a voucher submitted for services performed and reported on a bi-weekly basis. Such voucher shall be due and payable within thirty (30) days after receipt of such voucher, after which the Town shall be responsible to the Village for interest (of 1 ½ % per month) on the payment, until payment is received by the Village. The amount claimed by the Village shall not be due and payable by the Town until the Town Board has received such a voucher and has audited and approved for payment the voucher submitted by Village.

The Town Board shall process any and all vouchers received from Village as expeditiously as possible. In the event that the Town disputes or objects to any voucher, or portion of any voucher submitted by the Village pursuant to this paragraph, the Town shall, within thirty (30) days of the

receipt of such voucher, notify the Village in writing of such dispute or objection. The Village acknowledges that the Village is familiar with the requirements of Section 118 of the Town Law which, in effect, prohibits payment of any of the Village's claims against the Town unless an itemized voucher has been presented to the Town Board or Town Comptroller and shall have been audited and allowed by the Town Board or Town Comptroller.

The acceptance by the Village of payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the Village for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this Contract, up to the date of the voucher, except the Village's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however final or otherwise, shall operate to release the Village or its sureties from any obligations under this Contract.

The Town shall be entitled to deduct from any payment owned to the Village any sums expended by the Town to cure any default or other non-compliance by the Village or to protect the Town from loss on account of claims filed, or reasonably anticipated to be filed.

10. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees, as well as New York State, for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of their employment. The Town agrees to hold harmless and indemnify the Village and its officers and employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees.

11. The Village of Greenport and any subsequent independent contractor hired by the Village agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement; in limits of $1,000,000 and $2,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

12. The Village agrees to comply with the provisions of the New York State Labor Laws relating to the payment of prevailing wage rates to the extent applicable and required, or the applicable State Law in the State of disposal. In the event that at any time during performance under this Agreement the Village is required to increase the wages paid to any of its employees as a result of such requirement, all costs shall be borne by the Village.

13. Any independent contractor hired by the Village in furtherance of this project or subcontractors thereof shall comply with all federal, state and local laws, ordinances, and regulations applicable to all of the services to be performed by the Contractor. The Village must put forth its best efforts to ensure that Minority and Women Owned Businesses (MBE's and WBE's) have the opportunity to participate as subcontractors under this Agreement. Any Independent Contractor or

subcontractor must comply with the provisions of the New York State Labor Laws relating to the payment of prevailing wage rates to the extent applicable, and/or any applicable State Law. In the event that at any time during performance under this Agreement the Contractor is required to increase the wages paid to any of its employees as a result of such requirement, all costs shall be borne exclusively by the Contractor.

14. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein and be applicable to both the Village and any subsequent Independent Contractor utilized in this project. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the parties shall, among other things, fully comply with:

(a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.

(b) Affirmative action as required by the Labor Law.

(c) Prevention of dust hazard required by Labor Law Section 222-a.

(d) Preference in employment of persons required by Labor Law Section 222.

(e) Eight-hour workday as required by Labor Law Section 220(2).

(f) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he/she is engaged, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

a. Labor classifications not appearing on the schedule of wages can be used only with the consent of the Owner and then the rate to be paid will be honored by the Owner after being advised by the Department of Labor.

b. The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements, as specified in the Contract, for the various classes of mechanics, workingmen/women, or laborers employed on the work.

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

16. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement.

No modification of this Agreement shall be valid unless written in the form of a written Amendment and executed by both parties.

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

Town of Southold

By: _____
Hon. Scott Russell
Supervisor

Date: _____

Village of Greenport

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

Date: _____

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and office of person taking the Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the

Acknowledgement

McCann's Campground Rate Increase Proposal Beginning 2019 Season

Trailers, RV's and 5th Wheels

2018		2019
$45	Daily	$50
$270	Weekly	$300
$575	Monthly (May, Oct)	$645
$625	Monthly (June, July, Aug)	$695
$60	Holiday Rate	$65
$3400	Season	$3800

Intermunicipal Agreement
Village of Greenport Road End Drainage Improvements

This Intermunicipal Agreement ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Economic Development and Planning ("the Department")**, located at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788; and

Village of Greenport ("the Contractor" or "the Village"), a municipal corporation of the State of New York, having an address at 236 Third Street, Greenport, New York, 11944.

The Contractor has been designated to receive funds from the County for the Road End Drainage Improvement Project **("the Services")** as set forth in Article I, entitled "Description of Services."

Term of the Contract: September 1, 2018 through December 31, 2019, unless earlier terminated as provided for herein.

Total Cost of the Contract: Shall not exceed $237,000.00, to be paid as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

[Contract Signatures on the Next Page]

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

VILLAGE OF GREENPORT
By:_____
Name
Title
Fed. Tax ID # 11-6002115
Date_____

_____ hereby certifies under penalties of perjury that I am an officer of the Village of Greenport, that I have read and I am familiar with § A5-8 of Article V of the Suffolk County Code, and the Village of Greenport ~~Southampton~~ meets all requirements to qualify for exemption thereunder.

Name: _____
Date: _____

Approved as to Form:
Dennis M. Brown
County Attorney

By: _____
Maria L. Nida
Assistant County Attorney
Date_____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

Approved:
Department of Economic Development and Planning

By: _____
Theresa Ward
Deputy County Executive and Commissioner
Date_____

List of Articles & Exhibits

Article I
Description of Services

1. Conflicting Provisions
2. Overview of Services
3. Project Tasks
4. Village Subcontractor(s)
5. Project Timeline

Article II
Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1
County Terms and Conditions

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Article I
Description of Services

Whereas, the Village of Greenport proposed the Road End Drainage Improvements Project to reduce and treat stormwater runoff discharged into Greenport Harbor and Shelter Island Sound North; and

Whereas, the Suffolk County Water Quality Protection and Restoration Program Review Committee ("WQPRP Review Committee") approved the use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds ("Water Quality Funds") for the Road End Drainage Improvements Project during the March 28, 2018 meeting of the WQPRP Review Committee; and

Whereas, pursuant to Village of Greenport Resolution #01-2018-4, adopted at the Village Board of Trustees meeting on January 25, 2018 (Attachment A), the Village authorized Village staff to apply to the WQPRP Review Committee for the Road End Drainage Improvements Project "as a 50/50 match financial commitment" on the part of the Village and authorized the Village's Mayor to enter into an Intermunicipal Agreement with the County for the Road End Drainage Improvement Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018 (Attachment B), the County of Suffolk amended the adopted 2018 operating budget to transfer funds from Fund 477 Water Quality Protection, amended the 2018 Capital Budget and Program, and appropriated funds in the amount of $237,000 in connection with the Road End Drainage Improvements Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018, the Suffolk County Legislature authorized the County Executive to execute an Intermunicipal Agreement with the Village of Greenport to conduct the Road End Drainage Improvements Project; and

Whereas, according to Suffolk County Resolution No. 584-2018, the Road End Drainage Improvements Project shall be initiated within one (1) year of the adoption of the County resolution and completed within three (3) years of the adoption of the County resolution; and

Whereas, the Road End Drainage Improvements Project is consistent with the specific goals of the Peconic Estuary Program's Comprehensive Conservation and Management Plan to "maintain and improve water quality of the estuary through a reduction of overall stormwater runoff" and to "maintain current level of lands available to shellfish harvesting"; and

Whereas, the project is also in line with the Village of Greenport Local Waterfront Revitalization Program approved by the New York State Department of State and the federal Office of Ocean and Coastal Resource Management; and

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

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Overview of Services

The Contractor shall renovate the following four (4) specific road ends in the Village of Greenport utilizing green infrastructure practices:

a. Fourth Street – Approximately 200-300 feet of impervious road-end surface shall be removed and replaced with a pervious bio-retention swale. Two pre-cast catch basins and a pre-cast headwall shall be installed leading to the bio-retention swale. Concrete curbing shall be installed to direct stormwater flow to the pre-cast catch basins. Native vegetation shall be planted at the site and a walking path around the new bio-retention swale leading to Fourth Street Beach shall be installed. An informational sign shall be placed at the head of the walking path. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

b. Clark Street – Approximately 100 feet of impervious road surface shall be removed and replaced with a bio-retention swale. The road end shall be renovated to include two pre-cast catch basins and a pre-cast headwall. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end between the two new catch basins. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

c. Brown Street – Approximately 50 feet of impervious road surface shall be removed and replaced with a bio-retention swale. One pre-cast basin and a headwall shall be installed. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Permeable pavers shall be installed at the road end. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end near the bio-retention swale. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

d. Flint Street – A catch basin that currently directly outfalls to surface waters shall be replaced with a leeching field including an outfall leading to a new bio-retention swale at the road end. Concrete curbing shall be installed to direct water to the leeching field. A walking path and bench shall be installed at the bio-retention swale. Native vegetation shall be planted at the site and an informational sign shall be placed by the bench. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

3. Project Tasks

a. The Contractor shall prepare design and engineering plans for the four (4) road ends utilizing in-house staff. The Contractor shall submit the Road End Drainage Improvements Project design and engineering plans to the County for review.

b. The Contractor shall apply for and obtain all necessary permits, prepare construction specifications, and oversee construction services for the Road End Drainage Improvements Project.

c. The Contractor shall oversee construction to ensure that the prescribed elements of the Road End Drainage Improvements Project are completed.

d. Final "As Built" plans for the completed Road End Drainage Improvements Project shall be submitted by the Contractor to the County.

4. **Village Subcontractor(s)**

The Contractor shall require professional contracted services as part of the Road End Drainage Improvements Project. The Contractor shall hire a construction subcontractor(s) to complete excavation work, installation of catch basins and piping, installation of concrete curbing and rip-rap walls, and asphalt restoration for the Road End Drainage Improvements Project. The Contractor shall utilize in-house staff to oversee the work of its construction subcontractor(s).

5. **Project Timeline:**

a. The Contractor has completed design and engineering work for the Road End Drainage Improvements Project and has submitted the design and engineering plans to the County prior to the execution of this Contract.

b. The Contractor shall solicit bids for construction of the Road End Drainage Improvements Project and anticipates Village Board Approval of a recommended construction subcontractor by December 31, 2018.

c. The Contractor anticipates beginning construction work during Winter/Spring of 2019.

d. The Contractor expects all construction work and activities to be completed by June 30, 2019.

e. Final "As-Built" Plans shall be submitted to the County by December 31, 2019.

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, and pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. **Final Voucher**
The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. **Subject to Appropriation of Funds**

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. **Accounting Procedures**

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. **Audit**

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. **Comptroller's Rules and Regulations for Consultant's Agreements**

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. **Specific Payment Terms and Conditions**

a. **Project Cost**

The Total Cost of the Road End Drainage Improvement Project is $474,000.00.

b. **County Funding**

Pursuant to the terms of Suffolk County Resolution Number 584-2018 (Attachment B), the County shall reimburse the Contractor for up to $237,000.00 for the Road End Drainage Improvements Project. The County shall not be responsible for any costs which exceed the Total Cost of the Contract on the first page of the Contract.

c. **Matching Funds**

i.) The Contractor shall not use the County funds granted under this Contract as matching funds for this project or any other federal, state, or other grant program unless specifically authorized by written consent from the County.

ii.) The Village of Greenport shall provide matching funds for the Services in an amount no less

than either $237,000.00 or one half (1/2) of the Total Cost of the Project, whichever is less.

iii.) The Contractor shall be responsible for any costs which are not reimbursed or reimbursable under this Contract. Additional funding necessary to complete the project shall be provided as determined by the Contractor.

iv.) All of the Services, as described in Article I, must be completed by the Contractor in order to receive final payment for the Services from the County.

d. Project Budget

The following table contains the Budget for the Services. The table outlines the County's expenses and also the funding match required to meet the County's requirements.

Expenditure Category	Village Match	County Grant	Total Costs
In-house Labor	$60,725	$0	$60,725
Equipment/Materials/Supplies	$23,000	$23,000	$46,000
Contractual Services	$153,275	$214,000	$367,275
Total Project Costs	$237,000	$237,000	$474,000

e. Submission of Vouchers

Payment to the Contractor for the County funds granted under this Contract shall be made upon completion of the Road End Drainage Improvements Project. The Contractor shall submit a Suffolk County Payment Voucher for its expenses. The Suffolk County Payment Voucher shall document the expenses to be reimbursed by the County as well as the expenses incurred by the Contractor as part of its match.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. **Elements of Interpretation**

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. **Meanings of Terms**

As used in the Contract:

"Comptroller" means the Comptroller of the County of Suffolk.

"Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Contractor" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments, and agencies.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Contract.

"Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

a. the Contractor's failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor's failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor's bankruptcy or insolvency; or

f. The Contractor's failure to cooperate in an Audit; or

g. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

"Federal" means the United States government, its departments and agencies.

"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Services" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I "Description of Services."

"State" means the State of New York.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. **Contractor Responsibilities**

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. **Qualifications, Licenses, and Professional Standards**

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. **Notifications**

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. **Documentation of Professional Standards**

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. **Credentialing**

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. **Engineering Certificate**

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be

grounds for rejection of any engineering work product submitted for approval.

9. **Termination**

a. **Thirty Days Termination**

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. **Event of Default; Termination on Notice**

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. **Termination Notice**

Any notice providing for termination shall be

delivered as provided for in paragraph 33 of this Exhibit 1.

d. **Duties upon Termination**

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this

subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

10. **Indemnification and Defense**

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. **Insurance**

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including

contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract,

declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. **Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. **Severability**

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

14. **Merger; No Oral Changes**

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the
Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. **Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These

rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. **Non-Discrimination in Services**

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of

subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially
impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age,

disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or

potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the

shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. **No Intended Third Party Beneficiaries**

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. **Certification as to Relationships**

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the

Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

27. **Publications**

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. **Copyrights and Patents**

a. **Copyrights**

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the

extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed $100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. **Contractor's/Vendor's Public Disclosure Statement**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. **Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 8/2017); entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS –Notice of Application for County Compensation-LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

3. **Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. **Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the

County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

"SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)" DOL-LHE 1 / 2 (REVISED 8/2017).

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered

under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. **Safeguarding Personal Information of Minors**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. **Contract Agency Performance Measures and Reporting Requirements**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of $50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. **Suffolk County Code of Ethics**

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

http://www.suffolkcountyny.gov/Portals/0/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf

End of Text for Exhibit 2

ATTACHMENT A

VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, JANUARY 25, 2018 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, January 25, 2018; the Board adopted a

RESOLUTION determining that the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives is a Type II Action for purposes of SEQRA, and authorizing the Village of Greenport management staff to submit paperwork for the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives for the construction of stormwater retention road ends at specified Village properties, as a "50/50 match" financial commitment on the part of the Village of Greenport, and further authorizing Mayor Hubbard to sign any necessary corresponding agreements or contracts.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on January 25, 2018 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: January 25, 2018

Sylvia Pirillo

Sylvia Lazzari Pirillo, RMC
Village Clerk

ATTACHMENT B

Intro. Res. No. 1592-2018
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 6/19/2018

RESOLUTION NO. 584 -2018, AMENDING THE ADOPTED 2018 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2018 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE ROAD END DRAINAGE IMPROVEMENT PROJECT WITHIN THE VILLAGE OF GREENPORT (CP 8240.338)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding for the Road End Drainage Improvement Project within the Village of Greenport at its March 28, 2018 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, Suffolk County First District Legislator Al Krupski will sponsor the Road End Drainage Project within the Village of Greenport, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, this project proposes to renovate four specific road ends located at Fourth Street, Clark Street, Brown Street, and Flint Street in the Village of Greenport in order to reduce and treat stormwater runoff affecting Greenport Harbor; and

WHEREAS, the project will utilize green infrastructure practices including bio-retention swales, permeable pavers, rip-rap seawalls, and native plantings; and

WHEREAS, the main body of Greenport Harbor known as Shelter Island Sound North is designated by the New York State Department of Environmental Conservation as a threatened waterway for shellfish and a stressed waterway for fish consumption; and

WHEREAS, the project is consistent with the specific goals of the Peconic Estuary Program's Comprehensive Conservation and Management Plan to "maintain and improve water quality of the estuary through a reduction of overall stormwater runoff" and to "maintain current level of lands available to shellfish harvesting"; and

WHEREAS, the Village of Greenport determined by Village Board Resolution adopted at the January 25, 2018 Village of Greenport Board of Trustees Regular Meeting, that the application for the Suffolk County Water Quality and Land Stewardship Initiative is a Type II action for purposes of SEQRA and authorized the Village staff to submit an application for the construction of stormwater retention road ends at specified Village properties, as a 50/50 match financial commitment on the part of the Village of Greenport; and

WHEREAS, the Village of Greenport has also authorized by said Resolution for Village of Greenport Mayor Hubbard to sign any necessary corresponding agreements of contracts; and

WHEREAS, the project will be initiated within one year of the date of adoption of this Resolution; and

WHEREAS, the project will be completed within three years of the date of adoption of this Resolution; and

WHEREAS, funding for this project is requested through the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2018 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2018 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that the Village of Greenport, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, found as documented by Village Board Resolution adopted on January 25, 2018, that this proposed action constitutes a Type II Action for purposes of SEQRA. Therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-six (66) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of the County's share for this project; and be it further

4th **RESOLVED**, that the Adopted 2018 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

Fund	Dept	Unit	Object	Description	Amount
477	IFT	E525	9600	Transfer to Capital Fund	$237,000

and be it further

5th **RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

Fund	Dept	Unit	Rev Source	Description	Amount
525	CAP	IFTR	R477	Transfer from Water Quality Protection	$237,000
(Ref. 525-CAP-IFTR-R477)					

and be it further

6th **RESOLVED**, that the 2018 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8240
Project Title: Greenport Road End Drainage Improvement Project

		Total Est'd Cost	Current 2018 Capital Budget & Program	Revised 2018 Capital Budget & Program
3.	Construction	$237,000	$0	$237,000 W
TOTAL		$237,000	$0	$237,000

and be it further

7th **RESOLVED**, that these Water Quality proceeds in the amount of $237,000 be and hereby is appropriated as follows:

Project Number	Project Title	Amount
525-CAP-8240.338	Greenport Road End Drainage Improvement	$237,000

and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

9th **RESOLVED**, that the County Executive is hereby authorized to enter into an Intermunicipal Agreement with the Village of Greenport under section 119-o of the NEW YORK GENERAL MUNICIPAL LAW which shall include but not limited to, a provision authorizing the Village of Greenport to implement the Road End Drainage Improvement Project.

DATED: July 17, 2018

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: August 1, 2018

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF BROOKE EPPERSON ON BEHALF OF ERIKA CABRAL

WHEREAS an application for a wetlands permit approval was filed by Brooke Epperson as applicant on behalf of Erika Cabral 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 ore more related actions each of which is not significant but when reviewed together are significant; all of the above provided that certain conditions are met as follows:

Pool waste water shall be directed to the Village sewer via permanent piping,
Mechanical equipment must be installed outside of the floodplain,
During construction, any required dewatering shall not be directed to the Bay,
A silt fence must be installed during construction,
A minimum, five (5) – foot no-turf buffer is to be installed along the entire length of the existing bulkhead, and
The term of the permit shall be one year.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: September 27, 2018

CONTRACT

AGREEMENT, made this day of 2018 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 2018 Dances in the Park program for the following eight (8) performances:**

July 2: Who Are Those Guys

July 9: Vendettas

July 16: Southbound

July 23: That Motown Band

July 30: Abrazos

August 13: Winston Irie

August 20: Cravin Band

August 27: Gene Casey & The Lone Sharks

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 eight (8) performances at a payment of Four Hundred Dollars ($ 400.00) per each performance, for a total of Three Thousand Two Hundred Dollars ($ 3,200.00) payable at the receipt of individual invoices for each performance dates, 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

BY _____
Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY _____

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 _____, 2018

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF_____)
)ss:
COUNTY OF_____)

On this _____ day of _____, 20___, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

_____
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

_____
Notary Public