



November 28, 2022 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

INTERIM TREASURER
STEPHEN GAFFGA
EXT. 213

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Carolee Doucett
Agnes Malinauskas Dunn
Joann Theresa Nowaski
Steven Lawrence "Larry" Reiter

ANNOUNCEMENTS

The annual Christmas Parade will be held at 5 p.m. on December 3, 2022 with a rain date of December 4, 2022.

The Village offices will be closed on December 26, 2022 in celebration of the Christmas holiday, and on January 2, 2023 in celebration of New Year's Day.

PUBLIC HEARINGS

The public hearing regarding a proposed local law of 2022 amending the parking regulations of the Village of Greenport remains open.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 11-2022-1**

RESOLUTION adopting the November, 2022 agenda as printed.

RESOLUTION # 11-2022-2

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

FIRE DEPARTMENT**VILLAGE ADMINISTRATOR****RESOLUTION # 11-2022-3**

RESOLUTION authorizing the attendance of Village Administrator Paul Pallas at a meeting with NYSEDA on December 6, 2022 in Albany, New York regarding IIJA/IRA funding opportunities, with all travel, mileage and meal expenses to be reimbursed in accordance with the Village of Greenport Travel Policy.

VILLAGE TREASURER**RESOLUTION # 11-2022-4**

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Transfer # 5137 to transfer appropriations to fund additional operating expenses and repairs for the set-up and maintenance of the ice rink, and directing that Budget Amendment # 5137 be included as part of the formal meeting minutes of the November 18, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2022-5

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5138 to appropriate reserves to fund material and labor costs to repair the bucket pins and bushings on the Road Department payloader and directing that Budget Amendment # 5138 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2022-6

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5141 to appropriate reserves to fund the additional cost for the replacement of battery equipment at the Power Plant, and directing that Budget Amendment # 5141 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2022-7

RESOLUTION approving the attached First Amendment to Lease Agreement between the Village of Greenport and New York SMSA Limited Partnership d/b/a Verizon Wireless, and authorizing Mayor Hubbard to sign the First Amendment on behalf of the Village of Greenport.

RESOLUTION # 11-2022-8

RESOLUTION authorizing the use of New York Cooperative Liquid Assets Securities Systems ("NYCLASS") as an official depository and investment service organization for the Village of Greenport, approving the attached Municipal Cooperative Resolution, and authorizing Interim Treasurer Gaffga and Mayor Hubbard to sign the Fund Registration forms as the Key Contact and Authorized Signer.

VILLAGE CLERK**RESOLUTION # 11-2022-9**

RESOLUTION approving the attached Master Subscription Agreement between the Village of Greenport and Granicus, LLC for the renewal of the IQM2 Agenda and Minutes Maker subscription, at an annual cost of \$ 4,494.00 and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Granicus, LLC.

RESOLUTION # 11-2022-10

RESOLUTION approving the attached 2022 – 2023 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2022 - 2023 fees applicable to the administration by Penflex, Inc. of the Village of Greenport Volunteer Firefighter Length of Service Awards Program, and authorizing Mayor Hubbard to sign the agreement between Penflex, Inc. and the Village of Greenport.

RESOLUTION # 11-2022-11

RESOLUTION awarding the contract for the purchase of cylinder heads for two (2) different types of Enterprise Diesel Engines at the Village of Greenport Power Plant per the bid opening on October 17, 2022 to Striegel Supply, Inc. – the sole bidder – per the attached Bid Forms.

RESOLUTION # 11-2022-12

RESOLUTION establishing March 21, 2023 as the Village of Greenport Election Day, to fill the expiring term of the Mayor, and each of the expiring terms of two Trustees.

RESOLUTION # 11-2022-13

RESOLUTION setting forth the date and times of the 2023 Village General Election as March 21, 2023 from 6:00 a.m. to 9:00 p.m. and setting the polling place of the Village Election on March 21, 2023 to be the Village of Greenport Station One Firehouse on Third and South Streets in Greenport, New York.

RESOLUTION # 11-2022-14

RESOLUTION setting two Village Voter Registration Days, as follows:

- Thursday, March 9, 2023 from 8:30 a.m. - 5:00 p.m. and
 - Saturday, March 11, 2023 from 11:00 a.m. - 5:00 p.m.
- with voter registration taking place at Village Hall, 236 Third Street, Greenport, New York.

RESOLUTION # 11-2022-15

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the March 21, 2023 Village Election.

RESOLUTION # 11-2022-16

RESOLUTION authorizing the hiring and payment of \$ 30.00 per hour to Translator Roselle Borelli, effective November 1, 2022 for the performance of translation services related to the Village Election scheduled for March 21, 2023.

RESOLUTION # 11-2022-17

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

RESOLUTION # 11-2022-18

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

RESOLUTION # 11-2022-19

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

RESOLUTION # 11-2022-20

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

RESOLUTION # 11-2022-21

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

RESOLUTION # 11-2022-22

RESOLUTION authorizing the annual solicitation of bids for tree and stump removal services and stump grinding services on specified Village of Greenport streets, and directing Clerk Pirillo to notice the bid solicitation accordingly.

RESOLUTION # 11-2022-23

RESOLUTION approving the Public Assembly Permit Application submitted by Linda Kessler on behalf of the Greenport Business Improvement District for the use of the Red Schoolhouse from 1:30 p.m. through 3:30 p.m. on December 10, 2022 for a holiday ornament decorating and "Letters to Santa" event.

VOUCHER SUMMARY**RESOLUTION # 11-2022-24**

RESOLUTION approving all checks per the Voucher Summary Report dated November 18, 2022, in the total amount of \$ 1,322,036.03 consisting of:

- o All regular checks in the amount of \$ 1,212,737.04, and
- o All prepaid checks (including wire transfers) in the amount of \$ 109,298.99.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between Village of Greenport ("Landlord"), and New York SMSA Limited Partnership d/b/a Verizon Wireless ("Tenant"). Landlord and Tenant (or their predecessors in interest) entered into that certain Lease Agreement dated January 24, 2002, as may have been previously amended and/or assigned, (the "Lease"), pursuant to which Tenant is leasing or licensing from Landlord a portion of that certain property located at Washington Avenue, in the City of Greenport, County of Suffolk, State of New York, as more particularly described in the Lease. Landlord and Tenant may be referenced in this First Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on December 31, 2022. Commencing on January 1, 2023, the Lease shall be extended for 5 years ("Initial Extension Term"). The term of the Lease shall thereafter automatically extend for 4 additional terms of 5 years each (each, an "Additional Extension Term"), unless Tenant terminates the Lease by giving Landlord notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2023, the monthly rent shall be \$9,500.00 to be paid on the first day of the month in advance to Landlord or such other person as Landlord may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2024, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of January 1, 2024 thereafter.

3. Use. Notwithstanding anything contained in the Lease to the contrary, all improvements, equipment, antennas and conduits shall be at Tenant's expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates ("Tenant Modifications"), whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached to the Lease.

Landlord acknowledges and agrees that any provision in the Lease that provides for (i) Tenant to obtain Landlord's consent for Tenant Modifications or send notice to Landlord prior to making Tenant Modifications, (ii) an increase in rent as consideration for Tenant Modifications, (iii) Tenant to submit engineering designs, including but not limited to, a structural analysis, to Landlord for approval prior to making Tenant Modifications and (iv) an amendment to memorialize Tenant Modifications, are hereby deleted.

TENANT Site Name: Greenportrelo
TENANT Location Code: 144763

4. Holdover. Notwithstanding anything contained in the Lease to the contrary, the Parties agree that a holding over beyond the expiration or termination of the Lease shall operate as an extension of the Lease from month-to-month only (the "Holdover Period"), with rent due monthly in an amount equaling the monthly rent applicable during the month immediately preceding such expiration or earlier termination. Either Party may terminate the Lease at the end of any month during the Holdover Period by providing 30 days written notice.

5. Rent Credit. This First Amendment provides for a reduction in rent, effective January 1, 2023. The Parties acknowledge and agree that Tenant shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Tenant's rent due under the Lease.

6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Ratification and Reaffirmation. Landlord and Tenant do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this First Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]

TENANT Site Name: Greenportrela
TENANT Location Code: 1-4763

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

Landlord:

Village of Greenport

By: _____
Name: _____
Title: _____
Date: _____

Tenant:

New York SMSA Limited Partnership d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the _____ wishes to invest portions of its available
Entity Name
investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the _____ wishes to satisfy the safety and liquidity
Entity Name
needs of their funds;

Now, therefore, it is hereby resolved as follows:

That _____,
Key Contact* Title of
_____ is hereby authorized to participate in the NYCLASS program under
Entity Name
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

Key Contact Signature

Title

Printed Name

Date

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Sylvia Pirillo
 Clerk
 Greenport Village
 236 Third St
 Greenport, NY 11944 USA

FROM: Christine Wilt
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: spirillo@greenportvillage.org

EMAIL: Christine.Wilt@carahsoft.com

PHONE: (631) 477-0248 FAX: (631) 477-1707

PHONE: (571) 662-3048 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 35799724
 QUOTE DATE: 09/13/2022
 QUOTE EXPIRES: 11/30/2022
 RFQ NO:
 SHIPPING: ESD
 TOTAL PRICE: \$4,494.00

TOTAL QUOTE: \$4,494.00



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Greenport, NY

Granicus Order Form for Greenport, NY

ORDER DETAILS

Granicus Contact: Astrid Xu
Email: astrid.xu@granicus.com
Order #: Q-226578
Prepared On: 10/19/2022

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription
End Date: 11/30/2022
Period of Performance: 12/01/2022 - 11/30/2023



Order Form
Prepared for
Greenport, NY

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
IQM2 - Agenda & Minutes	Monthly	1 Each

PRODUCT DESCRIPTIONS

Solution	Description
IQM2 - Agenda & Minutes	Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes.

TERMS & CONDITIONS

- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Greenport, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



End User License Agreement

This End User License Agreement ("Agreement") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Greenport, NY ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("Reseller"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"Order Term" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**

- 2.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. **Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 2.2.4. **Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 2.2.5. **Granicus Subscriber Information for Communications Cloud Suite only**
 - 2.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
 - 2.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
 - 2.2.5.3. **Data Obtained through the Granicus Advanced Network**
 - 2.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
 - 2.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

2.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

2.3. Restrictions. Client shall not:

- 2.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
 - 2.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 2.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 2.3.4. Client must not use the Services as a door or signpost to another server.
 - 2.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
 - 2.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 2.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 2.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 2.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 2.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 2.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 2.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

3. Representations, Warranties and Disclaimers

- 3.1. **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. **Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. **Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Confidential Information

4.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

4.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

4.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

4.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

5. Term and Termination

5.1. Agreement Term. The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

5.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

5.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

5.4. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

6. Limitation of Liability

6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

6.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

7. General

- 7.1. **Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. **Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

7.8. **Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

7.9. **Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Granicus

By: _____
(Authorized Signature)
Name: _____
(Print or Type Name of Signatory)
Title: _____
Date: _____
(Execution Date)

Greenport, NY

By: _____
(Authorized Signature)
Name: _____
(Print or Type Name of Signatory)
Title: _____
Date: _____
(Execution Date)

BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise inline 8-cylinder engine:

Must be compatible to fit both DGSQ 38 and DGSR 38 Enterprise inline 8-cylinder engine.
Must be new old stock, used stock will not be accepted
May be asked provide proof of part number, photo of part number stamped on cylinder head
May be asked to provide pictures of condition, or onsite inspection of cylinder heads
Must have a minimum of 4-cylinder heads available
Must have a minimum of 8 valves available (4-exhaust and 4- intake)
Cylinder head must be this part number only 1A-1793 this is an Enterprise part number
Valves must be this part number only R-1607 (note this is the same valve for both exhaust and intake)
Need to include air starter rocker arm for cylinder heads with the starter located in the 12:00 clock position. Part number 1A1560, must be complete. (bearings push rod adjusting bolt with lock nut, roller and pin)
Pricing to include gasket set (4 sets of gaskets) part # 97367 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
<p>CYLINDER HEAD ASSY AS DESCR ABOVE</p>	<p>TWENTY SIX THOUSAND DOLLARS EACH</p> <hr/> <p>ONE HUNDRED FOUR THOUSAND DOLLARS TOTAL</p>	<p>\$ 26,000⁰⁰ EACH</p> <hr/> <p>\$ 104,000⁰⁰ TOTAL</p>

BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise V-12-cylinder engine DGSRV-12-4 SN # 70008:

- Must be compatible to fit Enterprise DGSRV-12-4 12-cylinder engine.
- Must be in acceptable condition, no leaks, cracks, or other defects that would make the cylinder unusable.
- Must be pressure test for cracks or leaks. May be asked for proof of testing.
- Must provide proof of part number, photo of part number stamped on cylinder head
- Must provide pictures of condition, or onsite inspection of cylinder heads
- Must have a minimum of 4-cylinder heads available
- Must have a minimum of 16 valves available (8-exhaust and 8-intake)
- Cylinder head must be this part number only 1A-3087 this is an Enterprise part number. This part number includes all the parts for a complete cylinder head ready to be installed. (Valves intake/exhaust, springs ect.)
- Pricing to include gasket set (4 sets of gaskets) part # 1A-7757 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
<p>CYLINDER HEAD ASSY AS DESCRIBED ABOVE PLUS 4 GASKET SETS</p>	<p>TWENTY TWO THOUSAND DOLLARS</p>	<p>\$ 22,000 ⁰⁰</p>