



236 THIRD STREET
GREENPORT, NY 11944

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villageofgreenport.org

MAYOR
KEVIN STUSSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

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

VILLAGE CLERK
CANDACE HALL
EXT 214

**October 26, 2023 at 6:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

MOTION TO OPEN THE REGULAR SESSION MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

**Sara Flythe
Dorothy Elizabeth Mazzaferro
Carmela Schiavoni**

ANNOUNCEMENTS

- Village Hall will be closed November 23rd and 24th, 2023 – Thanksgiving Holiday.
- The November Regular Session will be held on Monday, November 27th.
- Effective immediately, there will be limited print copies of meeting agendas and related documents available at Village meetings. QR Codes with the agendas and related documents will be available for those who are able to follow along on their mobile device.
- Deer Lottery Program – applications for the lottery will be available at Village Hall in the Clerk's office and on the village website. Lottery applications will be accepted until Monday, November 13th, 2023, close of business, the Lottery drawing will be held on November 14, 2023, and the season will start November 16th, 2023, through January 31, 2024.
- Upcoming Events in the Village of Greenport
 - a. Halloween Celebration, including the parade, BID trick or treating, free carousel rides, and Truck or Treat on Moores Lane – 10/28/2023 (rain date 10/29/2023)
 - b. Annual Greenport Fire Department Hydrant Testing – 10/29/2023 between 9:00AM – 12:00 NOON

PUBLIC TO ADDRESS THE BOARD

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 10-2023-1**

RESOLUTION adopting the October, 2023 agenda as printed.

RESOLUTION # 10-2023-2

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

RESOLUTION # 10-2023-3

RESOLUTION ratifying the following, as approved at the October 19, 2023, Work Session meeting of the Board of Trustees:

RESOLUTION authorizing the Village of Greenport to conduct a lottery for four (4) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning November 16, 2023.

FIRE DEPARTMENT**RESOLUTION # 10-2023-4**

RESOLUTION approving the application for membership of William Wright to re-join the Eagle Hose Co# 1 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on October 18, 2023.

VILLAGE ADMINISTRATOR**RESOLUTION # 10-2023-5**

RESOLUTION approving an extension to September 30, 2024 of the construction completion deadline contained in the contract between The Village of Greenport and Haugland Energy Group, LLC for the construction of a microgrid system; in accordance with the extension as already approved by the Governor's Office of Storm Recovery.

RESOLUTION # 10-2023-6

RESOLUTION authorizing the solicitation of proposals for the reconstruction of the floating docks at the Baymen's Dock in Sterling Basin and directing Clerk Hall to notice the Request for Proposal accordingly.

RESOLUTION # 10-2023-7

RESOLUTION approving the attached "Seventh Renewal to Incremental Power Agreement" between the Power Authority of the State of New York and the Village of Greenport, and authorizing Village Administrator Paul Pallas to sign the attached "Fifth Renewal to Incremental Power Agreement".

RESOLUTION # 10-2023-8

RESOLUTION approving Supplemental Agreement Number 1 between the Village of the Greenport and the New York Department of Transportation and Authorizing Mayor Stuessi to sign Supplemental Agreement Number 1.

WHEREAS, a Project for the Village of Greenport to reconstruct existing North Ferry Terminal, P.I.N. 0761.79 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Village of Greenport desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \$686,584.

NOW, THEREFORE, the Board of Trustees of the Village of Greenport, duly convened does hereby

RESOLVE, that the Board of Trustees of the Village of Greenport hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Board of Trustees of the Village of Greenport hereby authorizes the Treasurer of the Village of Greenport to pay in the first instance 100% of the federal and non-federal share of the construction cost of \$2,146,333.00 work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$2,146,333.00 is hereby appropriated pursuant to a Bond Resolution and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Board of Trustees of the Village of Greenport shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Administrator thereof, and it is further

RESOLVED, that the Mayor of the Village of Greenport be and is hereby authorized to execute Supplemental Agreement No. 1

RESOLVED, that the Village Administrator of the Village of Greenport be and is hereby authorized to execute all necessary

Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Village of Greenport with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

RESOLUTION # 10-2023-9

WHEREAS, on May 25, 2023, the Village awarded the contract for the installation of engineered wood fiber and playground equipment at Fifth Street Park to Louis Barbato Landscaping, Inc. ("Barbato"), and WHEREAS, on July 26, 2023, the Village entered into contract with Barbato and mailed the contract to Barbato on July 27, 2023, and WHEREAS, the contract provides that Barbato was to commence work within 3 days of the Village providing an executed contract to Barbato and after a site meeting with Barbato the Village agreed to extend the time to start the work to September 11, 2023, and WHEREAS, Barbato has failed and refused to commence the work or respond to the Village's efforts to discuss commencement of the work, and WHEREAS, on October 12, 2023, the Village Attorney sent notice to Barbato advising that Barbato is in default of the contract for failing to commence the work and that, in accordance with the contract, the Village intends to terminate the contract unless within 10 days after the serving of the notice, Barbato makes arrangements with the Village to commence the work, and WHEREAS, the notice was received by Barbato on October 16, 2023 and Barbato has not made arrangements to commence the work, NOW, THEREFORE, the Board terminates the contract with Barbato and authorizes the Village Administrator to negotiate with the next highest bidder and report to the Board on such negotiations.

VILLAGE TREASURER

RESOLUTION # 10-2023-10

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5277 to appropriate Sewer Fund reserves to fund the purchase of UV light bulbs for the disinfection system, and directing that Budget Amendment #5277 be included as part of the formal meeting minutes of the October 26, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2023-11

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5278 to appropriate Water Fund reserves to fund the purchase of materials for inventory for the water department and directing that Budget Amendment #5278 be included as part of the formal meeting minutes of the October 26, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2023-12

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5279 to appropriate Water Fund reserves to fund the purchase of materials for a water meter replacement at the hospital and directing that Budget Amendment #5279 be included as part of the formal meeting minutes of the October 26, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2023-13

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5280, to appropriate General Fund reserves to fund attorney expenses, and directing that Budget Amendment #5280 be included as part of the formal meeting minutes of the October 26, 2023 Regular Meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 10-2023-14**

RESOLUTION to fully transfer Andrea Malinowski from the position of part-time Park Attendant I to the Clerk's office to part-time Office Assistant employee and further approving a wage increase to \$20.00 hourly effective October 16, 2023.

RESOLUTION # 10-2023-15

RESOLUTION approving the attached grant award agreement between the Town of Southold and the Village of Greenport regarding the ARPA grant to be distributed to the Greenport Fire Department in the amount of \$50,000.00, and authorizing Mayor Stuessi to sign the agreement between the Town of Southold and the Village of Greenport regarding the ARPA grant.

RESOLUTION # 10-2023-16

RESOLUTION hiring of Jacy Ross as a part-time Office Assistant employee at an hourly wage rate of \$20.00 per hour, effective, November 1, 2023.

RESOLUTION # 10-2023-17

RESOLUTION approving the Greenport Fire Department Parade of Lights as part of the Festival of Lights for December 2, 2023 starting 5:00pm with road closure starting Broad Street to Main to Front Street for tree lighting and continuing on to Third Fire Station.

MAYOR**RESOLUTION # 10-2023-18**

RESOLVED, that the Board approves the Mayor's appointment of Jeanmarie Costello as a Deputy Village Prosecutor at a per diem hourly rate of \$260 and authorizes the Mayor to determine which prosecution matters will be handled by Ms. Costello.

RESOLUTION # 10-2023-19

RESOLVED, that the Board approves the Mayor's appointment of Anthony Rutkowski as a Deputy Village Prosecutor at a per diem hourly rate of \$240 and authorizes the Mayor to determine which prosecution matters will be handled by Mr. Rutkowski.

VOUCHER SUMMARY**RESOLUTION # 10-2023-20**

RESOLUTION approving all checks per the Voucher Summary Report dated October 23, 2023, in the total amount of \$1,285,194.40 consisting of:

- o All regular checks in the amount of \$451,751.11, and
- o All prepaid checks (including wire transfers) in the amount of \$833,443.29

SEVENTH RENEWAL TO THE INCREMENTAL POWER SUPPLY AGREEMENT

This seventh renewal to the Incremental Power Supply Agreement (“Renewal”), dated _____, 2023 is made by and between the New York Power Authority (“NYPA” or the “Authority”) and Village of Greenport (“Customer”). NYPA and the Customer are collectively referred to as the “Parties.”

FACTUAL RECITALS

The Authority supplies electric power to the Customer in accordance with the Customer's 2020 Agreement, which includes provisions for the sale and purchase of hydroelectricity and incremental electricity.

The Parties entered into an Incremental Power Supply Agreement (“Incremental Agreement”) on June 5, 2007 as a supplement to the 1986 Application for Service, the 1991 amendment and the 2003 amendment, or any successor agreement concerning the provision of hydroelectric supply between the Authority and the Customer, and to supersede any prior agreement between the Parties pertaining to NYPA's supply of incremental electricity to the Customer.

Under the Incremental Agreement, the Customer agreed, *inter alia*, to purchase its full incremental electricity needs from NYPA for a two-year term commencing midnight January 1, 2008 and expiring on 11:59 p.m. December 31, 2009, which may be renewed successively by mutual written agreement for a one year term each year thereafter.

Consistent with the Incremental Agreement, the Parties successively executed timely, written agreements, on December 22, 2009 and December 13, 2010, for the renewal of the Incremental Agreement for the term January 1, 2010 through December 31, 2010 and for the term January 1, 2011 through December 31, 2011.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on November 28, 2011, commencing January 1, 2012 through December 31, 2014.

The Parties mutually agreed in writing to the First Amendment to the Incremental Power Supply Agreement on November 21, 2014 which i) permitted the Incremental Agreement’s renewal for terms of either one, two or three additional years, as may be mutually agreed in writing by the Parties; and ii) renewed the Incremental Agreement for a three-year term commencing January 1, 2015 through December 31, 2017.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on October 26, 2017, commencing January 1, 2018 through December 31, 2020.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on October 28, 2020, commencing January 1, 2021 through December 31, 2023.

The Parties now seek to renew the Incremental Agreement to extend its term for three years, commencing January 1, 2024 through December 31, 2026.

Now, Therefore, in consideration of the premises and covenants herein, the Parties hereby agree as follows:

1. To renew the Incremental Agreement for a three-year term, effective midnight January 1, 2024 and expiring on 11:59 PM on December 31, 2026.
2. Except as provided in Section 1 of this Renewal, all other terms and conditions of the Incremental Agreement remain in full force and effect.

In Witness Whereof, the Authority and the Customer have executed this Renewal to the Incremental Agreement on the date written above.

NEW YORK POWER AUTHORITY

By: _____
Name: Maribel Cruz-Brown
Title: Senior Vice President, Customer Solutions

VILLAGE OF GREENPORT

By: _____
Name: Paul Pallas
Title: _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2024 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 5278 Trans Date: 10/17/2023 User Ref: ADAM
Requested: S, RUTKOWSKI Approved: Created by: ADAM 10/17/2023
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF MATERIALS FOR INVENTORY FOR THE WATER DEPARTMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
F.5990	APPROPRIATED FUND BALANCE	3,400.00
F.8320.201	METERS, TOOLS & MISC EQUIP..	3,400.00
Total Amount:		6,800.00

ACCOUNTING & FINANCE DEPT.

Kristie L. Hansen-Hightower, CPA
Town Comptroller

Telephone (631) 765-4333
Fax (631) 765-1366

Email: KristieH@southoldtownny.gov



TOWN HALL ANNEX

54375 Main Road
P.O. Box 1179
Southold, NY 11971-0959

www.southoldtownny.gov

OFFICE OF THE COMPTROLLER
TOWN OF SOUTHOLD

September 1, 2023

Greenport Fire District
236 3rd Street
Greenport, NY 11944

To Whom It May Concern:

We are pleased to advise you that the Board members of the Town of Southold approved an ARPA grant award to be distributed to the Greenport Fire District in the amount of \$50,000. The objective of this grant program is to support each of the Fire Districts serving the residents within the Town of Southold. The grant funds are to be utilized for the purchase of equipment and apparatus for the purpose of bolstering public sector capacity in the delivery of required firematic and critical care services.

In order to accept this grant award, the included subrecipient agreement must be signed by an authorized individual of the organization. Please review, sign, and return to us for continued processing. Once the subrecipient agreement is fully executed, the organization will be eligible for reimbursement of qualified expenses per the grant terms.

The Accounting & Finance office of the Town Southold will need to receive the below items for us to process and disseminate the funds for eligible expenses.

- W-9 Form
- Unique Entity ID (UEI)
- Proof of Expenses: Bid Documents, Purchase Orders, Invoices, Receipts, etc., as applicable
- Proof of Payment: cancelled checks, bank/credit card statements, etc., as applicable

Please contact us should you have any questions or need assistance.

The Town of Southold would like to thank you for your continued service in our community.

Sincerely,

Kristie L. Hansen-Hightower, CPA

RECEIVED

OCT 25 2023

VILLAGE OF GREENPORT
CLERK'S DEPARTMENT

*Revised Contract
Off*

RECEIVED

OCT 10 2023

VILLAGE OF GREENPORT
CLERK'S DEPARTMENT

ARPA SUBRECIPIENT GRANT AGREEMENT

This Grant Agreement (this "Agreement") is entered into by and between The Town of Southold, (the "Town") and Greenport Fire Department (the "Grantee"), a non-profit entity providing public services, including emergency response, fire protection, emergency medical services, equipment and apparatus, training and education for the purpose of bolstering public sector capacity to deliver critical services.

WHEREAS, the Town is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Town is desirous of distributing such funds to the Grantee to be utilized for the purchase of equipment and apparatus to assist in the delivery of required critical services in the amount identified herein and on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to accept the such distribution and become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Town is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

(a) Organization; Power, Etc. The Grantee is a non-profit entity duly established under the laws of the State of New York with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds as described herein and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) Authority. The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have

been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.

(c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Town in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, or threatened either seeking to restrain or enjoin the execution and delivery of this Agreement, the services provided or contesting or affecting the validity of this Agreement; and neither the non-profit status of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

(d) No Conflicts. The authorization, execution and delivery of this Agreement will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties are bound.

(e) SAM Registration. Grantee is registered with the System for Award Management (SAM) and confirms that the Federal UEI number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.

(f) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(g) Information Submitted. All information, reports, and other documents and data submitted to the Town in connection with this Agreement is true, correct and complete in all material respects.

(h) Ratification. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents submitted to the Town in connection with this Agreement and (ii) agrees that on each date, if any, that any additional documentation is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties.

ARTICLE II - THE GRANT

2.1 Grant Amount: \$50,000.00 The Town agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant Amount specified herein.

2.2 Project and Schedule

(a) Grant Purpose. Each Grant is being made solely to reimburse the Grantee for actual expenses incurred in the purchase of equipment and apparatus for the purpose of bolstering capacity to deliver firematic and critical care services to residents of the Town of Southold.

(b) Grant Expenditure Schedule. All grant amounts must be expended by December 31, 2026.

All Grant proceeds that remain unexpended shall be returned to the Town.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the Town in its sole and absolute discretion).

(a) Executed Grant Agreement. The Town shall receive a duly executed original of this Agreement.

(b) Expiration of Offer. Each Grant, and the obligation of the Town to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was presented with a copy of this Agreement, unless the Grantee duly executed said Agreement and returned same to the Town. The Town, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible expenses as outlined herein, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

(a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto.

In addition, the Grantee agrees that all Grant monies shall be expended in full compliance with all

applicable provisions of federal, state and local law and all regulations thereunder.

(b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant(s) funding source. Any breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in each Application). If any portion of the Grant is subject to recoupment, the Town will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the Town for all costs incurred by the Town, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

3.4 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the Town and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims. The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the Town of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.5 Federal UEI

The Grantee shall maintain an active UEI registration at all times while this Grant Agreement is in effect.

3.6 Recordkeeping.

The Grantee shall maintain accounts and records with respect to the utilization of all Grant funds in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to Grant expenditures for a period of seven years after all Grant proceeds have been expended or returned to the Town. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the Town or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the Town, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the Town or any party designated by it upon reasonable prior notice to the Grantee to examine and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to Grant expenditures.

3.7 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

(a) Termination by the Town. The Town, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:

(i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply

with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

(ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) Notice of Termination. The Town shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the Town.

(c) Effect of Termination. Upon termination of this Agreement or any Grant, the Grantee shall reimburse the Town for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the Town and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

(a) The Grantee and the Town substitute this Agreement with another written agreement;

(b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Town for disbursements of the Grant(s); or

(c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the Town, to the Town Clerk, 53095 Route 25A, Southold, New York 11971, and (ii) in the case of the Grantee, to the Greenport Fire District, 236 3rd Street, Greenport, New York, 11957; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such

communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the Town to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Town of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the State of New York. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the Town is a party in a court of competent jurisdiction within the County of Suffolk. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Town and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Town.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Town unless otherwise specified in this Agreement.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction,

such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the Town and the Grantee, and does not, nor is intended, to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The Town is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Town, the Grantee and the Indemnified Persons.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the _____ day of October, in the year 2023.

TOWN OF SOUTHOLD

By: _____

Name: Scott A. Russell

Title: Supervisor

Date: _____

GREENPORT FIRE DEPARTMENT, GRANTEE

By: _____

Name:

Date: _____

Schedule A-1

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the Town:

(a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.

(b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

(a) A list of antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B; and

(b) Such other reporting relating to each Grant and each Project as the Town shall reasonably request from time to time.

Scheduled Reporting

(a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the Town not later than the fifteenth (15) day following the end of each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:

- a. The status of prospective purchases and disbursement of funds (not started, in process, completed)
- b. The amount of each Grant expended during the quarter;
- c. The cumulative total amount of each Grant expended since inception;

- d. The amount, if any, of each Grant that has been obligated for spending but not yet disbursed;
- e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, the antidiscrimination requirements described on Schedule B (or has delivered to the Town in writing a full accounting of all instances on noncompliance);
- f. Such other items as the Town shall reasonably request related to the Grant(s) and/or the Project(s)
- (g) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the Town) of each Grant. Such report shall be delivered to the Town not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the Town or its agents.

Schedule A-1

SCHEDULE B

Assurance of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance including the Grant(s), the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant(s) and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant(s) and any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection

to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

3. Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant(s)), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

6. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

7. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant(s)), this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

8. Grantee shall cooperate in any enforcement or compliance review activities by the Town or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.

9. Grantee shall maintain a complaint log and promptly inform the Town of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.

10. Grantee must provide documentation of an administrative agency's or court's findings of

noncompliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.

11. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.