



September 23, 2021 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 MARTILLOTTA  
DEPUTY MAYOR

PETER CLARKE  
MARY BESS PHILLIPS  
JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

## PLEDGE OF ALLEGIANCE

## MOMENT OF SILENCE

## ANNOUNCEMENTS

The Village Offices will be closed on October 11, 2021 in honor of Columbus Day.

There will be a community event at the Skatepark to raise awareness, promote volunteerism and solicit donations, on October 22, 2021 from 6:00 p.m. through 10:00 p.m. and on October 23, 2021 from 10:00 a.m. through 8:00 p.m.

The annual Halloween Parade will take place on October 30, 2021.

The Village of Greenport Housing Authority is actively seeking a new Member.

## PUBLIC TO ADDRESS THE BOARD \*

## REGULAR AGENDA

\* Bill Swiskey  
Tricia Hammes  
Randy Wade  
Paula Casey  
David Gilmartin  
John Saladino  
David Gilmartin

WORK SESSION  
FOR OCTOBER  
BOARD DISCUSSION  
RE: 123 STERLING  
COVENANTS  
DOCUMENT.

## CALL TO ORDER

## RESOLUTIONS

**RESOLUTION # 09-2021-1**

RESOLUTION adopting the September, 2021 agenda as printed. GH/JM

**RESOLUTION # 09-2021-2**

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

PC/JM

## FIRE DEPARTMENT

**RESOLUTION # 09-2021-3**

RESOLUTION approving the application for membership of Alson Edwards to Phenix Hook and Ladder Company # 5 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on September 15, 2021. JM/MBP

**RESOLUTION # 09-2021-4**

RESOLUTION approving the application for membership of Nicholas Diaz to Standard Hose Company # 4 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on September 15, 2021 MBP/JR

**RESOLUTION # 09-2021-5**

RESOLUTION approving the following applications for membership to the Juniors of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on September 15, 2021:

Angelina Brice

Joshua Brice

Deanna Brice, and

Lainey Rutkowski.

JR/PC

## VILLAGE ADMINISTRATOR

MB/JR change to  
3-2 proposed

**RESOLUTION # 09-2021-6**

RESOLUTION accepting a grant in the amount of \$ 390,000.00 per the attached Incentive Proposal from The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, and authorizing Mayor Hubbard to sign the corresponding required grant paperwork. The grant will be used to partially fund the design and construction of a ~~new~~ sewer collection infrastructure system at Sandy Beach in the Village of Greenport, extending along Beach Road to Manhasset Avenue, and crossing Sterling Basin at Safe Harbor Marina to connect to the existing sewer collection system on Manor Place in the Village of Greenport.

MB/JR  
5-0  
change to  
proposed  
new

\*proposed  
new

PC/JM



**RESOLUTION # 09-2021-7**

SLP/PSB  
RESOLUTION approving attached Change Order # 1 in the amount of \$ 3,500.00 from Merrick Utility Associates, Inc. for the removal of a 24-foot tall pine tree in conflict with the work area at the sanitary sewer central pump station replacement site, and authorizing Mayor Hubbard to sign Change Order # 1 from Merrick Utility Associates, Inc. JR/PL

**RESOLUTION # 09-2021-8**

SLP/JWP  
RESOLUTION approving the attached contract between the Village of Greenport and DeAl Concrete Corp for the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons, in the total amount of \$ 485,483.02; in accordance with current Suffolk County Contract prices, PL/SM and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DeAl Concrete Corp., on behalf of the Village of Greenport.

**RESOLUTION # 09-2021-9**

SLP/JWP  
RESOLUTION approving the attached contract between the Village of Greenport and Corazzini Asphalt, Inc. for the re-paving of specified Village streets, in the total amount of \$ 400,925.00, in accordance with the current Town of Southold Contract prices, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Corazzini Asphalt, Inc., on behalf of the Village of Greenport. SM/MBP

**VILLAGE TREASURER****RESOLUTION # 09-2021-10**

SL  
RESOLUTION approving the agreement between Munistat Services Inc. and the Village of Greenport with respect to the Annual Information Statement as required by the U.S. Securities and Exchange Commission, at a cost of \$3,500.00, to be expensed proportionately from the General, Water, Electric and Sewer funds; and further authorizing Mayor Hubbard to sign the agreement with Munistat on behalf of the Village of Greenport. MBP/JR

**VILLAGE CLERK****RESOLUTION # 09-2021-11**

RESOLUTION ratifying the hiring of John Atticus Generosa as a seasonal part-time Dockhand at the Village of Greenport Mitchell Park Marina, at an hourly pay rate of \$ 15.00 per hour, effective September 11, 2021. JR/PC

**RESOLUTION # 09-2021-12**

RESOLUTION authorizing the attendance of any interested Trustee, Village employee, Planning Board member or Zoning Board member at the Suffolk County Village Officials Association Municipal Training from 5:30 p.m. through 9:30 p.m. in Melville, New York on October 13, 2021, at a cost of \$ 65.00 per person plus applicable gas and mileage expenses reimbursable through the official Village of Greenport Travel Policy, to be expensed from the corresponding account number. *PC/JM*

**RESOLUTION # 09-2021-13**

*SLP* RESOLUTION rejecting all bids as received for two (2) 2021 (or newer) Ford Ranger XL Supercab 4-wheel drive pick-up trucks (or equivalent), per the bid opening on September 10, 2021 and directing Clerk Pirillo to re-notice a bid for two (2) 2018 (or newer) Ford Ranger XL Supercab 4-wheel drive pick-up trucks (or equivalent). *JM/MBP*

**RESOLUTION # 09-2021-14**

*SLP* RESOLUTION approving the Public Assembly Permit Application submitted by the Greenport High School to close to vehicular traffic, and utilize, the Village-owned streets along the parade-route from the IGA Supermarket to the High School, for the annual Homecoming Parade from 4:30 p.m. through 6:00 p.m. on October 22, 2021; and waiving the \$ 50.00 permit fee associated with this Public Assembly Permit Application. *MBP/JR*

**RESOLUTION # 09-2021-15**

RESOLUTION approving the closing of North Street from First Street to Main Street, and Front Street from Main Street to the Carousel, from 9:30 a.m. through 11:30 a.m. on October 30, 2021 for the Village-sponsored Halloween Parade, in collaboration with the Business Improvement District. *JR/PC*

**RESOLUTION # 09-2021-16**

*SLP* RESOLUTION rejecting all bids as received for the purchase of the surplus John Deere tractor with Product Identification Number CH08500S019671, per the bid opening on September 8, 2021 and directing Clerk Pirillo to re-notice the solicitation of bids accordingly. *PC/JM*

**RESOLUTION # 09-2021-17**

RESOLUTION accepting the proposal submitted by Firehouse Training Plus + to continue the provision of services regarding required annual Fire Department trainings and training-related services through December 31, 2022 at a total annual cost of \$ 10,500 for the 2022 year. *JM/MBP*



## TRUSTEES

**RESOLUTION # 09-2021-18**

RESOLUTION approving the attached Declaration of Covenants and Restrictions for declarant 123 Sterling Avenue, LLC represented by Paul Pawlowski; and authorizing the issuance of a Certificate of Occupancy for the building at 123 Sterling Avenue, Greenport, New York, 11944 following proper execution of the Declaration in the Suffolk County Clerk's Office, and upon the proper and required inspections and certifications. MBP/JR

## VOUCHER SUMMARY

MBP TO TABLE / JR SECONDED  
GH & JM OPPOSED - PUBLIC DISCUSSION @ WS  
**RESOLUTION # 09-2021-19 IN OCTOBER**

RESOLUTION approving all checks for Fiscal Year 2020/2021 per the Voucher Summary Report dated September 17, 2021, in the total amount of \$ 1,837.33 consisting of:

- o All regular checks in the amount of \$ 1,837.33. JR/PC

**RESOLUTION # 09-2021-20**

RESOLUTION approving all checks for Fiscal Year 2021/2022 per the Voucher Summary Report dated September 17, 2021 in the total amount of \$ 861,048.00 consisting of:

- o All regular checks in the amount of \$ 832,837.09, and
- o All prepaid checks (including wire transfers) in the amount of \$ 28,210.91.

PC/JM



Empire State  
Development

July 6, 2021

Paul J. Pallas, P.E.  
Village Administrator  
Village of Greenport  
236 3rd Street  
Greenport, NY 11944

Dear Paul J. Pallas, P.E.:

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and the Village of Greenport to design and construct sewer infrastructure in New York State.

As we understand the project, the Village of Greenport will design and construct a sewer collection system for the Sterling Basin area in Greenport, Suffolk County. The new sewer infrastructure will be an extension of the existing municipal sewer system. Greenport's sewer infrastructure investment of \$1,959,000 will support the reduction of septic tank overflow and discharge into the Sterling Basin area and the Peconic Estuary watershed, located between the North and South ends of Long Island.

To encourage you to proceed with this project, we are offering the Village of Greenport incentives valued at \$390,000.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist the Village of Greenport with its project located in the Long Island Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and one copy, including the \$250 Application Fee, to Glendon McLeary, Vice President and Director of Loans & Grants, by August 8, 2021.

We look forward to working with you on this exciting project and can be reached at 631-435-0717 at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cara Longworth".

Cara Longworth  
ESD Regional Director

cc: Glendon McLeary

Attachment: ESD Incentive Proposal



## REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL

### Village of Greenport

July 6, 2021

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development (“ESD”)\* to the Village of Greenport to assist with its sewer infrastructure development project in Greenport, Suffolk County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

\* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

#### **I. GENERAL INFORMATION**

- |   |  |
|---|--|
| <b>a) Recipient Name:</b>   | Village of Greenport (the “Recipient”)   |
| <b>b) Contact Information:</b>  | Paul J. Pallas, P.E.<br><br>236 3rd Street<br>Greenport, NY 11944<br>Phone: 631-477-0248<br>E-mail: <a href="mailto:pjpallas@greenportvillage.org">pjpallas@greenportvillage.org</a> |
| <b>c) Project Location(s):</b>  | Beach Road, Manhasset Avenue, Manor Place<br>Greenport, NY 11944   |
| <b>New York State Empire Zone:</b>  | N/A  |
| <b>d) Type of Business:</b>   | Municipality – Incorporated Village  |
| <b>e) Number of Full-time, Permanent Employees at all NYS Locations as of Today’s Date:</b>                                     | N/A  |
| <b>f) Number of Full-time, Permanent Employees at Project Location(s) as of Today’s Date:</b>                                   | N/A  |
| <b>g) Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today’s Date:</b> | N/A  |

## II. PROJECT SPECIFICS

- a) **Project Description:** Design and construct a new sewer collection infrastructure system which will start at Sandy Beach in the Village of Greenport, extend along Beach Rd. to Manhasset Avenue and cross Sterling Basin at Safe Harbor Marina to connect to the existing sewer collection system on Manor Place in the Village of Greenport.
- b) **Estimated Schedule:** Begin: February 2021  
Complete: May 2022  
Estimated ESD Directors' Approval: June 2022

## III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Construction / Renovation:	\$52,500
Infrastructure / Site Work:	\$1,072,880
Machinery and Equipment:	\$200,000
Engineering Design & Planning:	\$633,699
<b>Total Estimated Cost:</b>	<b>\$1,959,079</b>

## IV. ESD INCENTIVES

### Regional Council Capital Fund – Capital Grant – Project #133,330/CFA#93484

- a) **Amount:** \$390,000
- b) **Use of Funds:** Reimbursement for a portion of infrastructure costs.
- c) **Requirements:** Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by approval of NYSDEC and/or other documentation including final inspection verifying infrastructure project completion and that equipment is fully operational to ensure project completion as ESD may require, and documentation verifying project expenditures of approximately \$1,959,079.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2023. Expenditures incurred prior to December 19, 2019 are not eligible project costs and cannot be reimbursed by grant funds.



The Grant is being offered in connection with the project as described in the CFA and funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.

**d) Financial Disclosure:**

Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors acceptable to ESD must be provided prior to ESD Directors' approval.

**General Requirements**

▪ **Equity:**

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

▪ **Fees:**

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% commitment fee (\$3,900), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

▪ **Non-discrimination and Contractor Diversity:**

ESD's Non-discrimination & Contractor and Supplier Diversity policies will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority-and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$117,000) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. A further explanation of the MWBE requirements is attached hereto.

The Recipient is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is attached hereto.

▪ **Environmental, Historic and Smart Growth Review:**

Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

▪ **Environmental Sustainability:**

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

▪ **Insurance Requirements:**

The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate and Five Million Dollars (\$5,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

▪ **Modification:**

ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.

▪ **Reservations of Rights Concerning Funding Commitment:**

It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

▪ **Next Steps After Accepting this Incentive Proposal:**

Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

**V. SUMMARY**

<b>Total ESD Assistance:</b>	<b>\$390,000</b>
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**Expiration of Proposed Offer:**

This proposal expires August 8, 2021 unless endorsed below and received by ESD prior to the expiration date.

**Expiration of Accepted Offer:**

The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

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APPROVED BY: \_\_\_\_\_

Date: July 6, 2021

Glendon McLeary  
Vice President and Director of Loans & Grants  
633 Third Avenue  
New York, NY 10017  
Phone: (212) 803-3658

ACCEPTED BY: \_\_\_\_\_

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

Village of Greenport  
Paul J. Pallas, P.E.  
Village Administrator  
Greenport, NY 11944  
Phone: 631-477-0248

\* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.

AFFIRMATION

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF                            )

The Undersigned, being duly sworn, deposes and says:

1. I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_ (the "Recipient"), a municipality that is duly organized and validly existing under the laws of \_\_\_\_\_, and is authorized to do business and is in good standing in the State of New York.
2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants
4. I know all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.
5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to December 19, 2019.
6. Recipient hereby accepts the terms of the Incentive Proposal.
7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.
8. Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.
9. Recipient authorizes the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested.
10. Recipient certifies, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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



## ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

### Environmental Review under State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617)

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under SEQRA. Certain listed activities are not subject to any review because they involve actions with little, if any, environmental impact, referred to as "Type II" Actions. Conversely, SEQRA also includes a list of actions that are assumed to be more apt to result in impacts, referred to as "Type I" Actions, which are subject to formal review. If a proposed action is neither listed on the Type II or Type I lists, it is referred to as an "Unlisted Action" and is also subject to review under SEQRA.
- The applicant must demonstrate compliance with SEQRA if the project does not meet the definition of a Type II Action. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or state regulatory or funding agencies.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:

If the project has already been determined to have no significant effect on the environment, the following two documents must be provided:

1. Environmental Assessment Form (EAF) –Short EAF or Full EAF, as appropriate for the project. All parts must be fully completed and approved by the lead agency that reviewed the project; and
2. Negative Declaration

(Note: If the project was approved by a lead agency on or after October 7, 2013, the new EAFs must be used and a separate Negative Declaration form is not required.)

If a Positive Declaration was made for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and

## 2. Lead Agency Statement of Findings

- If your SEQRA review has not yet been completed, please provide in an addendum to this application information about the status of the review and designated lead agency for the review, and submit “Part 1” of a Short EAF or Full EAF as appropriate for your project. Subsequent EAF Parts are completed by the lead agency based upon the information you include in Part 1.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation’s web site at <http://www.dec.ny.gov>.

### Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NRHP) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law.
- Buildings that are more than 50 years old and/or those that are historically, architecturally, or culturally significant, as well as project locations wholly or partially within an identified archeologically-sensitive area or a land area that typically contains archeological resources, may meet the eligibility criteria for S/NRHP listing.
- The applicant must demonstrate compliance with Section 14.09. In order to initiate the SHPO consultation process, the applicant must submit the project for review by SHPO through the Cultural Resources Information System (CRIS) found at <https://cris.parks.ny.gov/Default.aspx>. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will provide a letter of comment on the project.
- Required SHPO documentation:
  - Letter of No Adverse Impact determination or
  - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

### Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. (Note: Projects that only involve Excelsior Jobs Tax Credits do not require Smart Growth review.) ESD staff will advise you if a Smart Growth Impact Statement is required.



## **PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs**

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs"), collectively MWBEs.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

**Overall MWBE Participation Requirement: 30% (totaling no less than \$117,000)**

- c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by MWBEs on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD's effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
  - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
  - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
  - 1. If a Recipient fails to submit an MWBE Utilization Plan;
  - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
  - 3. If a Recipient fails to submit a request for waiver; or
  - 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."
- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.



- k) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

- l) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10<sup>th</sup> day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10<sup>th</sup> day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- m) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

[http://esd.ny.gov/MWBE/Data/OFFICIAL\\_COMPILATION\\_OF\\_MWBEREGS.pdf](http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf)

- n) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.
- o) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: <https://esd.ny.gov/about-us/corporate-info>. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov);
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:  
Empire State Development  
Office of Contactor & Supplier Diversity  
633 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.



## **PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBS**

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

- a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: <https://online.ogs.ny.gov/SDVOB/search>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.

- b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization ([Form OCSD-4](#)).
- c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10<sup>th</sup> day following each end of month, for construction contracts in excess of \$100,000, or quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually ([Form OCSD-6](#)) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section [252.2\(m\)](#) of NYCRR 9 (SDVOB Rules and Regulations), found at: <https://ogs.ny.gov/Veterans/>

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov) or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

Change Order No. 1

September 1, 2021

INC. VILLAGE OF GREENPORT  
New Sanitary Sewer Central Pump Station Replacement  
Project No. GrptV 19-04

Description of Change

Removal and disposal of 24" BH pine tree.

Reason for Change

The 24" BH pine tree is in conflict with the sheeting planned to accommodate the wet well construction and is required to be removed.

Cost Change

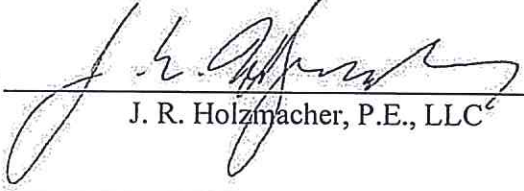
a) Total Increase in Construction Cost \$ 3,500.00

Contract Cost Change

Original Contract Award \$ 1,545,360.00

Change Order No. 1 \$ 3,500.00

New Total \$ 1,548,860.00

Recommended By:  Date: 09/01/2021  
J. R. Holzmacher, P.E., LLC

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Village of Greenport

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Merrick Utility Associates, Inc.



## **AGREEMENT**

Agreement made this      day of September, 2021 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, ("DeAl") and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding sidewalk, curb, apron, ramp and related services (the "Project").

### **1.      EMPLOYMENT OF DEAL CONCRETE CORP.**

The Village retains and employs DeAl to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the DeAl Estimates to the Village of Greenport (1, 2, and 3 attached) dated September 9, 2021 (jointly the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

### **2.      PROJECT DESCRIPTION**

The Project shall involve the provision of sidewalk, curb and apron and related construction in the Village of Greenport as follows: Project 1: Northside of Kaplan Avenue from Third Street to Madison Street; Project 2: Wiggins Street from Fifth Avenue to Ferry; and Project 3: Fourth Avenue from Front Street to Dead End (the "Contract Work").

### **3.      SCOPE OF SERVICES**

A.      The Contract Work shall consist of construction services as detailed in the Proposals. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B.      DeAl shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

### **4.      COMPENSATION**

A.      The Compensation to be paid by the Village to DeAl for the performance of the Contract Work shall be the compensation as detailed as follows: Proposal 1; \$ 126,4004.84; Project 2; \$ 137,012.00; and Project 3; \$194,849.51, payable to DeAl upon the satisfactory completion of all Contract Work and the submission of all required

documents including but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAl has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

DeAl shall perform the Contract Work in accordance with the Proposal attached to this Contract. DeAl shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAl and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAl which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to DeAl for the completion of the Contract Work.

6. **PAYMENT**

DeAl, shall submit on DeAl standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAl and DeAl shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by DeAl. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAl with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

DeAl represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of DeAl only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAl, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.



9. **INSURANCE**

DeAl shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAl shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAl shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, DeAl shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. DeAl may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by DeAl must be provided within thirty

(30) days from the date of receipt by DeAl of the Village's written notification of a proposed change.

C. The Village may request DeAl to perform extra services not covered by the Contract Work as set forth above, and DeAl shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

DeAl shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by DeAl is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl, and without the fault or negligence of DeAl, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl, in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid



to DeAl for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. DeAl shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

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

16. **RELEASE OF LIEN**

DeAl will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, DeAl shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY  
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public

contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

TO DeAl Concrete Corp.: DeAl Concrete Corp.  
PO Box 2038  
St. James, New York 11780

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**



Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DeAl effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By: \_\_\_\_\_

**DEAL CONCRETE CORP.**

BY: \_\_\_\_\_

ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

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

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

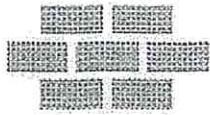
COUNTY OF SUFFOLK

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

(SEAL)

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





## DeAl Concrete Corp.

P.O. Box 2038  
St James NY. 11780  
631-319-6117

## Estimate

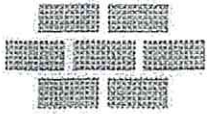
Estimate No: 607  
Date: 09/09/2021

For: VILLAGE OF GREENPORT

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #ADA-090519	\$131,729.84
JOB: NORTHSIDE OF KAPLAN AVENUE	
FROM 3RD ST. TO MADISON AVENUE	
ITEM 203.02 UNLC. EXCAVATION 217CY X 120.00= \$26,040.00	
ITEM 5.20.09000010 SAW CUTTING PAV. 906LF X 7.00= \$6,342.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS	
64.66CY X 750.00= \$48,495.00	
ITEM 609.0401 CONCRETE CURB 900LF X 29.00= \$26,100.00	
ITEM 610.1402 TOPSOIL 45CY X 65.00= \$2,925.00	
ITEM 610.1601 TURF ESTABLISHMENT 400SY X 6.00= \$2,400.00	
ITEM 304.10119917 SUBBASE 83CY X 70.00= \$ 5,810.00	
ITEM 608.01 CURB RAMP TYPE ( 1) 1 EA 5,000.00= \$5,000.00	
SUB TOTAL: \$123,112.00	
ITEM 619.01 TRAFFIC MAINT. 7% \$8,617.04	

Subtotal	\$131,729.84
0%	\$0.00
Total	\$131,729.84

<b>Total</b>	<b>\$131,729.84</b>
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## DeAl Concrete Corp.

P.O. Box 2038  
St James NY, 11780  
631-319-6117

## Estimate

Estimate No: 608  
Date: 09/09/2021

For: VILLAGE OF GREENPORT

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #ADA-090519 JOB: WIGGINS ST. FROM 6TH STREET TO FERRY	\$146,478.67
ITEM 203.02 UNCL. EXCAVATION 281CY X 120.00= \$33,720.00	
ITEM 520.09000010 SAW CUTTING PAV. 1606LF X 7.00= \$11,242.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 14CY X 750.00= \$10,500.00	
ITEM 609.0401 CONCRETE CURB 1600LF X 29.00= \$46,400.00	
ITEM 610.1402 TOPSOIL 80CY X 65.00= \$5,200.00	
ITEM 610.1601 TURF ESTABLISHMENT 711.11SY X 6.00= \$4,266.67	
ITEM 304.10119917 SUBBASE 145CY X 70.00= \$10,150.00	
ITEM 608.01 CURB RAMP TYPE 1.5EA X 5,000.00= \$25,000.00	
SUB TOTAL \$146,478.67	
ITEM 619.01 TRAFFIC MAINT. 7% = \$10,253.51	

Subtotal	\$146,478.67
0%	\$0.00
Total	\$146,478.67

<b>Total</b>	<b>\$146,478.67</b>
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## **AGREEMENT**

Agreement made this      day of September, 2021 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Corazzini Asphalt Inc., a New York corporation with an office address of 6245 Cox Ln, Cutchogue, New York 11935, ("Corazzini") and a mailing address of P. O. Box 1281, Cutchogue, New York 11935, regarding milling and paving services for various roads in the Village of Greenport (the "Project").

### **1.      EMPLOYMENT OF CORAZZINI ASPHALT INC.**

The Village retains and employs Corazzini to act for and represent the Village in milling and paving services involved in the performance of the Services as detailed in the Corazzini Asphalt Inc. Estimated Quantities to the Village of Greenport (attached) dated September 14, 2021 (jointly the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

### **2.      PROJECT DESCRIPTION**

The Project shall involve the provision of sidewalk, curb and apron and related construction in the Village of Greenport as follows: Project 1: 6<sup>th</sup> Avenue; Project 2: Kaplan Avenue from Madison Street to Third Street; Project 3: Wiggins Street from 6<sup>th</sup> Avenue to the Ferry, and Project 4: 4<sup>th</sup> Street from Front Street to End (the "Contract Work").

### **3.      SCOPE OF SERVICES**

A.      The Contract Work shall consist of construction services as detailed in the Proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B.      Corazzini shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

### **4.      COMPENSATION**

A.      The Compensation to be paid by the Village to Corazzini for the performance of the Contract Work shall be the compensation as detailed as follows: Proposal 1; \$ 74,425; Project 2; \$ 64,520; Project 3; \$ 84,280 and Project 4; \$177,700, payable to Corazzini upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a waiver and

release of lien form and a sworn certified payroll indicating in detail that Corazzini has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

Corazzini shall perform the Contract Work in accordance with the Proposal attached to this Contract. Corazzini shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to Corazzini and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of Corazzini which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Corazzini for the completion of the Contract Work.

6. **PAYMENT**

Corazzini, shall submit on Corazzini standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Corazzini and Corazzini shall maintain copies of payroll distribution, receipted bills, and other documents for the Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by Corazzini. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide Corazzini with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

Corazzini represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Corazzini only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Corazzini, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.



9. **INSURANCE**

Corazzini shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Corazzini shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

Corazzini shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Corazzini, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If Corazzini is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Corazzini shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Corazzini may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by Corazzini must be provided within thirty

(30) days from the date of receipt by Corazzini of the Village's written notification of a proposed change.

C. The Village may request Corazzini to perform extra services not covered by the Contract Work as set forth above, and Corazzini shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

#### 12. TIME FOR PERFORMANCE; DELAYS

Corazzini shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Corazzini shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Corazzini is delayed at any time during the contract period by causes that are beyond the reasonable control of Corazzini, and without the fault or negligence of Corazzini, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

#### 13. TERMINATION

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Corazzini, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Corazzini shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Corazzini, in the performance of the Contract Work under this Agreement, whether completed or in process.

#### 14. OWNERSHIP OF DOCUMENTS

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid



to Corazzini for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village's rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. Corazzini shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

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

16. **RELEASE OF LIEN**

Corazzini will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Corazzini shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Corazzini shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Corazzini shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY  
EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same

requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Corazzini, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

TO Corazzini: Corazzini Asphalt Inc.  
PO Box 1281  
Cutchogue, New York 11935

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Corazzini which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.



24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated September 14, 2021, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SOUTHOLD TOWN BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Southold Town Contract Resolution 2021-512.

26. **WARRANTY**

Corazzini shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and Corazzini effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By: \_\_\_\_\_

**CORAZZINI ASPHALT INC.**

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

(SEAL)

## ACKNOWLEDGEMENT OF VILLAGE OF GREENPORT

COUNTY OF SUFFOLK

(SEAL)

8





# Corazzini Asphalt Inc.

DATE: September 14, 2021

## ESTIMATED QUANTITIES

Village of Greenport  
Bill Schulz

Project: Pave – various roads

### 6<sup>th</sup> Avenue – Village Line

4,200 s.y. Milling @ \$ 6.00 per s.y.	\$ 25,200.00
550 tons @ \$ 89.50/T	49,225.00
	<u>\$ 74,425.00</u>

### Madison Ave. to Third St.

3,700 s.y Milling @ \$ 6.00 per s.y.	\$ 22,200.00
460 tons @ \$ 92.00/T	42,320.00
	<u>\$ 64,520.00</u>

### Wiggins – 6<sup>th</sup> St. to Ferry

4,500 s.y. Milling @ \$ 6.00 per s.y.	\$ 27,000.00
640 tons @ \$ 89.50/T	57,280.00
	<u>\$ 84,280.00</u>

### 4<sup>th</sup> Street - (Entire Length)

9,900 s.y. Milling @ \$ 6.00 per s.y.	\$ 59,400.00
1,400 tons @ \$ 84.50/T	118,300.00
	<u>\$ 177,700.00</u>

Contract: Town of Southold - Resolution #2021-512

PO Box 1281 Cutchogue, NY 11935

631-734-5600 / [office@corazziniasphalt.com](mailto:office@corazziniasphalt.com)

**65 Years of Hard Road**



NEW YORK OFFICE

631.331.8523



CONNECTICUT OFFICE

860.227.8701

860.490.7277

## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") between the Village of Greenport. ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in Appendix A ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders; and Munistat's services as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in Appendix B.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.



4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at [www.sec.gov](http://www.sec.gov) and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Village hereby authorizes the Village Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

*[Signature page follows]*

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

VILLAGE OF GREENPROT

MUNISTAT SERVICES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Tom Cartwright

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

Title: Vice President



## APPENDIX A

### SERVICES

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- Preparation of maturity schedules for bond issues which will be acceptable to the Village and to Bond Counsel, in accordance with Local Finance Law. We will offer options, i.e. traditional versus level debt, term of bonds so that the Village may make an informed decision regarding current as well as future budgetary impact.
- With regard to the use of notes and bonds, depending on the scope of the project, the Village may consider to fund its capital projects at inception with note issues in order to ensure that permanent financing is accomplished for the proper amount.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- In order to avoid the errors that may be caused by time pressures, we would prefer to have about 2 weeks for composition and word processing of the Official Statement, measured from the date upon which we have received all necessary documents and information from the Village and/or third parties. Upon completion of word processing, the Official Statement will be submitted to the Village and to Bond Counsel for review and comment.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third party distribution and electronic bidding platform.
- We submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village's rating.
- Since almost all bond and note issues are issued in book-entry-only form, we coordinate with the Village, bond counsel and The Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We ensure the publication of the Notice of Sale for bond issues within the required time limits.

- We prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and bond counsel.
- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.
- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.
- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System ("EMMA") according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.



APPENDIX B  
FEES AND EXPENSES

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$9,500 for each bond issue with an Official Statement up to \$3,000,000 and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - \$12,500 for each bond issue with an Official Statement up to \$3,000,000 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes - Base fee of \$4,500 for each note with an Official Statement up to \$3,000,000 and \$0.45 per \$1,000 thereafter; Lease financings - \$6,500 up to \$3,000,000 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 for the first 10 hours spent, \$150 per hour thereafter. The fee for general consulting services will be \$150 per hour with the terms of the service agreed upon prior to the engagement.

The fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$3,500. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction. It should be noted that these fees represent a "not to exceed" amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

## APPENDIX C

### DISCLOSURE OF CONFLICTS OF INTEREST

#### CONTINGENT COMPENSATION

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

#### OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts to the Village and such additional information shall be incorporated by reference into this Agreement to the same extent as if set forth herein.



# Firehouse Training Plus +

1 Head of the Neck Road  
449-6035  
Eastport, New York 11941

Contact Number: (516)  
Firehousetrainingplus@gmail.com

## TRAINING PROPOSAL FOR 2022

**Company:** Greenport Fire Department  
**Address:** 236 3<sup>rd</sup> St., Greenport NY 11944  
**Phone:** (631) 477-1943

Firehouse Training Plus would like to offer our services to Greenport Fire Department for the year 2022.

Firehouse Training Plus will meet with Chiefs to ensure all members needing the required classes below have the opportunity to attend them (*each taught at least twice*):

- Bloodborne Pathogen (CME's awarded for this training)
- Hazardous Materials Awareness (CME's awarded for this training)
- Workplace Violence (CME's awarded for this training)
- Fire Extinguisher
- New York State Sexual Harassment

We will meet with the Chiefs to create an annual training schedule consisting of academic/practical training classes to ensure your department complies with the OSHA/PESH Standard 29 CFR 1910.156(c) (2) requirement; *each member must receive proficiency training that is comprised of the duties they are assigned to perform*. This training will be instructed to provide the knowledge and skillset necessary for the member to safely perform assigned tasks. An in-depth training report is created for each class taught to provide an accurate account of all accomplished. The schedule will include as a minimum the following:

- Fire Police Operations
- Safe Emergency Vehicle Operation
- Hose Handling
- Downed Firefighter Removal

Firehouse Training Plus will also create an in-depth training report for all of the department's Suffolk County Fire Academy live fire training classes. This paperwork will provide an accurate account of all actions taken during the session.

Firehouse Training Plus will maintain individual members training records to reflect all training received.

Firehouse Training Plus would strive to ensure the Greenport Fire Department's members will have every opportunity to complete the annual training requirements. We pride ourselves on being very flexible to ensure all required training is accomplished. We like to become "partners" with our clients, because we want everyone to succeed.

**Total cost of the program is: \$10,500 (Payment to be made quarterly)**

Lastly, if you need a class that you do not see offered, please just ask. I thank you in advance for your time in considering our offer. Be safe!!

Respectfully,

## DECLARATION OF COVENANTS & RESTRICTIONS

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by 123 STERLING AVENUE, LLC with offices at 100 Park Avenue, Mattituck, NY 11952, and mailing address at PO Box 1086, Westhampton Beach, NY 11978, hereinafter called the "DECLARANT";

### W I T N E S S E T H:

WHEREAS, a Stipulation and Agreement of Settlement Including Approval of Revised Site Plan and Uses for Property Owned by 123 Sterling LLC dated March 12, 2007 (hereinafter "Agreement"), was made by and between 123 Sterling, LLC a New York State limited liability company with offices located at 219 Miro Place, Port Washington, NY 11050; Sterling Basin Neighborhood Association, a membership organization, with an office address of c/o Susan Heaney, PO Box 874, Greenport, NY 11944; Bob Stahman, an address of 130 Sterling Ave., Greenport, NY 11944; and George Limperis, with an address of 264 Liberty St., San Francisco, CA 94114; the Village of Greenport, with an address of 236 Third Street, Greenport, NY 11944; the Zoning Board of Appeals of the Village of Greenport, with offices at 236 Third Street, Greenport, NY 11944; and the Village Planning Board of the Village of Greenport, with offices at 236 Third Street, Greenport, NY 11944, (hereinafter collectively referred to as "Village of Greenport Parties") regarding construction on real property located at 123 Sterling Avenue, Greenport, NY 11944, in the, Village of Greenport, Town of Southold, County of Suffolk, State of New York, more particularly bounded and described as set forth in Schedule "A" annexed hereto, further identified on the Suffolk County Tax Map as Number 1001-003.00-05.00-016.004, hereinafter the "PREMISES"; and



WHEREAS, pursuant to said Agreement the Village of Greenport Parties on March 12, 2007 concurrently and collectively approved the Modified Plans set forth in said Agreement, for the construction of a 3-story mixed use building to include commercial and residential units and a storage unit for said "PREMISES"; and

WHEREAS, on March 19, 2019, the Village of Greenport Building Department issued Building Permit #02774 for the subject Premises to 123 Sterling, LLC for construction of a 3-story mixed use building to include commercial and residential units, and storage unit, as per said Agreement; and

WHEREAS, by deed dated April 12, 2019 and recorded in the Office of the Clerk of the County of Suffolk on April 24, 2019 in Liber 13009 Page 657 from 123 Sterling, LLC the DECLARANT is now the owner of the subject "PREMISES"; and

WHEREAS on April 12, 2019, 123 Sterling, LLC transferred said Building Permit #02774 to the DECLARANT, and

WHEREAS, the DECLARANT has requested that the Building Department of the Village of Greenport issue (hereinafter the "Building Department") a certificate of occupancy for the subject Premises, and

WHEREAS, said Agreement at Article B(4) set forth the EFFECTUATION CONDITION OF APPROVALS granted by the Village of Greenport Parties, whereby the Village approvals granted thereunder were conditioned on 123 Sterling's voluntary offer to set aside residency restricted/price restricted residential units as set forth in the Modified Plans, and provided that 123 Sterling shall not be entitled to receive a Certificate of Occupancy for the approved structures in

the Modified Plans unless and until it has recorded covenants effectuating the residency and price restrictions, and

WHEREAS, pursuant to Article B(4) of said Agreement, such residency and price restricted covenants shall (1) provide for an initial sale price of \$175,000, (2) prohibit the merger of any restricted unit with any other unit, (3) permanently restrict ownership to persons who can demonstrate to the satisfaction of the Village of Greenport Housing Authority that they have either maintained their primary residence and/or place of full-time employment within the boundaries of the Greenport Union Free School District or the Village of Greenport for at least two consecutive years prior to application for approval to purchase, and (4) agree to occupy the restricted unit as a primary residence, and

WHEREAS, pursuant to said Agreement, the set-aside residency restricted/price restricted residential units as set forth in the Modified Plans are to be subject to the following:

The third floor will have:

Five (5) Residency Restricted ("RR") residential units of approximately 600-650 square feet each. The Ownership and occupancy of the RR units shall be restricted as follows:

- (i) The units can only be sold to people and ownership of the units shall be permanently restricted to persons who demonstrate to the satisfaction of the Greenport Village Housing Authority that they have either maintained their primary residence within the Village of Greenport or the Greenport School district boundaries as their primary residence for no less than two consecutive years immediately prior to the full execution of this Agreement



or have had their place of full time employment within the boundaries of the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to their application for approval to purchase and are so certified by the Village of Greenport Housing Authority.

- (ii) The units shall be occupied as the owner's primary residence.
- (iii) The initial sale price of the units shall be \$175,000.00 to residents who qualify under Village of Greenport's Affordable Housing Residency Restrictions as described above.
- (iv) RR units cannot be merged with any other units.
- (v) The units shall comply with the occupancy restrictions contained in Chapter 10 of the New York State Uniform Fire Prevention and Building Code.
- (vi) Subsequent sales of these units can be at market rates. However, the residency and unit merger restrictions shall continue as deeded restrictions.
- (vii) In the event the original purchaser of a RR unit sells the unit within two years of the closing of title, a "flip tax" equal to 25% of the difference between the new purchase price of the RR unit and the purchase price initially paid for the unit but in no event less than 10% of the purchase paid by the seller shall be paid by the seller. This provision shall survive the deed and closing of title. Such flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.

(viii) Any and all flip tax money going to the Village of Greenport Housing Authority shall be used by the Village of Greenport Housing Authority to further its mission, and

WHEREAS, pursuant to Article B(4) of said Agreement, this Declaration of Covenants and Restrictions has been presented to the Greenport Village Attorney and Village of Greenport Board of Trustees, and same have been approved by the Greenport Village Attorney and Village of Greenport Board of Trustees on \_\_\_\_\_, 2021 and \_\_\_\_\_, 2021, respectively,

WHEREAS, for and in consideration of the granting of said approval, the Village of Greenport has deemed it to be in the best interests of the Village of Greenport and the owners and prospective owners of the subject premises that the within covenants and restrictions be imposed thereon, and as a condition of said approval, said Village of Greenport has required that this Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the DECLARANT has considered the foregoing and has determined that same will be in the best interests of the DECLARANT and subsequent owners of said premises, subject, among other conditions, to the execution of this Declaration, as hereinafter provided:

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That the DECLARANT for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land and shall be binding upon the DECLARANT and all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:



1. Each of the "WHEREAS" paragraphs above are incorporated herewith and made a part hereof.

2. Subject to the terms, covenants and conditions herein set forth, DECLARANT does hereby covenant and restrict the Premises as follows:

A. The third floor will have (5) Affordable Housing Residency Restricted ("RR") residential units of approximately 600-650 square feet each.

B. The Ownership and occupancy of the RR units shall be permanently restricted as follows:

- (i) The units can only be sold to people and ownership of the units shall be permanently restricted to persons who demonstrate to the Greenport Village Housing Authority that they have either maintained their primary residence within the boundaries of the Village of Greenport or the boundaries of the Greenport School District for no less than two consecutive years immediately prior to their application of approval to purchase or who have had their place of full time employment within the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to their application for approval to purchase and are so certified by the Village of Greenport's Housing Authority.
- (ii) The units shall be owner occupied as the owner's primary residence.
- (iii) The initial sale of the units shall be for a sales price of not more than \$175,000.00 to residents who qualify under the criteria described in paragraph B(i) above.

- (iv) The units shall not be merged into other units in the building.
- (v) The number of people who may occupy the units is limited to that permitted by Chapter 10 of the New York State Fire Prevention and Building Code.
- (vi) Subsequent sales of these units will be at market rates but the residency and no merger restrictions contained herein shall continue as deeded restrictions.
- (vii) In the event the original owner of a unit sells the unit within two years of the closing of title a "flip tax" equal to 25% of the difference between the new purchase price of the RR unit and the purchase price paid for the unit initially but in no event less than 10% of the purchase paid by the seller shall be paid by the seller. This provision shall survive the deed and closing of title. Such flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.
- (viii) Any and all flip tax money going to the Village of Greenport Housing Authority shall be used by the Village of Greenport Housing Authority to further its mission.

3. This agreement is not intended to create an interest in land, implied or otherwise in any respective parties' parcels, and is entered into solely for the purpose of satisfying the conditions of approval and, in particular, the covenants and restrictions requirements imposed by the Village of Greenport.



4. This Agreement cannot be modified nor any provision waived unless same is approved by the Village of Greenport Board of Trustees and same is in writing, signed by the parties to be charged.

5. This Agreement cannot be terminated without a duly noticed public hearing and an approval of the Village of Greenport Board of Trustees by a super-majority plus one of the Board following said hearing.

6. The covenants and restrictions contained herein shall be construed to be in addition to and not in derogation of, or limitation upon, any local, state or federal laws, ordinances, regulations or provisions in effect at the time of execution of this agreement, or at the time such laws, ordinances, regulations and/or provisions may hereafter be revised, amended or promulgated.

7. The covenants and restrictions contained herein shall be enforceable by the Village of Greenport, by injunctive relief or by any other remedy in equity or at Law. The failure of the Village of Greenport or any of its agencies to enforce same shall not be deemed to affect the validity of this covenant nor to impose any liability whatsoever upon the Village of Greenport or any officer or employee thereof.

8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole or any other part or provisions hereof other than the part so adjudged to be illegal, unlawful, invalid or unconstitutional.

9. DECLARANT represents, warrants and covenants that it is the owner of the subject premises, that they have the full authority and power to make this Declaration, and that no consents or approvals are required from any third parties in connection herewith.

10. This Declaration is made subject to the provisions of all applicable laws or by their provisions to be incorporated herein and made a part hereof, as though fully set forth.

IN WITNESS WHEREOF, the DECLARANT above named has executed the foregoing Declaration the day and year first above written.

DECLARANT:

123 Sterling Avenue, LLC

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By: Paul Pawlowski, Member

(acknowledgements, schedules, consents to be annexed)



STATE OF NEW YORK) : COUNTY OF SUFFOLK) : ss.:

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned personally appeared PAUL PAWLOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

SCHEDULE "A"  
LEGAL DESCRIPTION OF PREMISES