



**October 28, 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 MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE

ADMINISTRATOR

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

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Roger C. Stakey

Greater Greenport resident Frederick "Fritz" Thomas Roemer
Southold resident Gayle Kaplan

ANNOUNCEMENTS

The annual Halloween Parade will take place on October 30th.

The annual Fire Department Village-wide hydrant test will take place on October 31st, beginning at 9 a.m.

The Village Offices will be closed on November 11th in honor of Veterans' Day.

The November Regular Meeting of the Board of Trustees will be held on November 29, 2021.

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

The State is conducting a survey as part of the Comprehensive Broadband Connectivity Act to study the availability, reliability and cost of broadband and high-speed internet services. The link for survey participation is:
www.empirestatebroadband.com

LIQUOR LICENSE NOTICES

A new application was made by "Keith Bavaro or corporation to be formed" for the location at 207 Front Street, as received by the Clerk's Office on September 27th.

PRESENTATION

- Dave Holler of Park Mobile

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 10-2021-1**

RESOLUTION adopting the October, 2021 agenda as printed.

RESOLUTION # 10-2021-2

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

FIRE DEPARTMENT**RESOLUTION # 10-2021-3**

RESOLUTION approving the application for membership of Charles Hydell, Jr. to the Eagle Hose Company # 1 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on October 20, 2021.

RESOLUTION # 10-2021-4

RESOLUTION authorizing the solicitation of bids for the purchase of a 100 foot heavy duty aerial tower fire apparatus for the Village of Greenport Fire Department, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

VILLAGE ADMINISTRATOR**RESOLUTION # 10-2021-5**

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the Town of Southold for access to the Southold Town Municipality 5 System for use by the Village of Greenport, and authorizing Mayor Hubbard to sign the Inter-Municipal Agreement.

RESOLUTION # 10-2021-6

RESOLUTION approving the attached proposal from J.R. Holzmacher P.E., LLC for the provision of operational support services for the Village of Greenport Building Department, and authorizing Mayor Hubbard to sign the proposal.

RESOLUTION # 10-2021-7

RESOLUTION accepting the attached Long Island Power Authority ("LIPA") Wholesale TSC Rate Phase-In Discount Agreement, and authorizing Mayor Hubbard to sign the LIPA Wholesale TSC Rate Phase-In Discount Agreement.

VILLAGE TREASURER**RESOLUTION # 10-2021-8**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4885 to appropriate reserves to fund the replacement of leveling cables on Village of Greenport Power Plant vehicle # G-24, and directing that Budget Amendment # 4885 be included as part of the formal meeting minutes of the October 28, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2021-9

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4886 to appropriate reserves to fund the replacement of one glycol compressor, and the pipe repair of circuit "A" for the Village of Greenport Ice Rink, and directing that Budget Amendment # 4886 be included as part of the formal meeting minutes of the October 28, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2021-10

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4887 to appropriate reserves to fund the rental of a vacuum truck for the Road Department, and directing that Budget Amendment # 4887 be included as part of the formal meeting minutes of the October 28, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2021-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4888 to appropriate reserves to fund the repair of the rotating plate screen assembly at the Village of Greenport Wastewater Treatment Plant, and directing that Budget Amendment # 4888 be included as part of the formal meeting minutes of the October 28, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2021-12

RESOLUTION scheduling a public hearing for 7:00 pm on November 29, 2021 at the Third Street Fire Station, Third and South Streets, Greenport, NY, 11944 regarding a potential CDBG (Community Development Block Grant) opportunity for the Village of Greenport and directing Clerk Pirillo to notice the public hearing accordingly.

VILLAGE CLERK**RESOLUTION # 10-2021-13**

RESOLUTION ratifying the hiring of Richard Wysocki as a part-time, seasonal Carousel employee at an hourly wage rate of \$14.00 per hour, effective September 25, 2021.

RESOLUTION # 10-2021-14

RESOLUTION accepting the revised resignation letter of Gregory Morris as a Code Enforcement Officer for the Village of Greenport, effective September 14, 2021.

RESOLUTION # 10-2021-15

RESOLUTION accepting the resignation of Charles Bumble III as a Laborer in the Village of Greenport Road Department, effective September 29, 2021.

RESOLUTION # 10-2021-16

RESOLUTION accepting the proposal submitted by L.I. Computer Networks, Inc. for the provision of information technology services and technology-based security systems and services, per the attached Request for Proposal price form, per the bid opening on August 5, 2021; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and L.I. Computer Networks, Inc.

RESOLUTION # 10-2021-17

RESOLUTION scheduling a public hearing for 7:00 p.m. on November 29, 2021 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the possible adoption of a local law requesting that The Cannabis Control Board prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption licenses within the Village of Greenport; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 10-2021-18

RESOLUTION scheduling a public hearing for 7:00 p.m. on November 29, 2021 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by North Ferry Company, Inc. to complete the second and third phases of the project permitted under Village of Greenport Wetlands Permit # W18-02 dated October 31, 2018 to repair and provide in-kind maintenance on two ramps connecting landside to the North Ferry slips, directing Clerk Pirillo to notice the public hearing accordingly; and requesting a CAC Report per standard Village practice.

RESOLUTION # 10-2021-19

RESOLUTION approving the attached SEQRA resolution regarding the acceptance of a grant by the Village of Greenport to partially fund the design and construction of a proposed new sewer main extension for the Sandy Beach area of the Village of Greenport, adopting lead agency status, determining the acceptance of the grant to be a Type II Action, and confirming that no further SEQRA review is required, per 6 NYCRR 617.5 (c)(13).

RESOLUTION # 10-2021-20

RESOLUTION accepting the bid as submitted by Edward J. Wysocki in the amount of \$ 1,750.00 for the purchase by Edward J. Wysocki of a Village-owned John Deere tractor, per the bid opening on October 14, 2021.

RESOLUTION # 10-2021-21

RESOLUTION accepting the bid as submitted by Hempstead Ford Lincoln – the sole bidder – in the amount of \$ 27,573.00 per each vehicle for the purchase of two (2) 2022 Ford Ranger XL pick-up trucks by the Village of Greenport, per the bid opening on October 14, 2021.

RESOLUTION # 10-2021-22

RESOLUTION authorizing the solicitation of bids for the following specified site improvements recommended by the New York State Department of Conservation and the Suffolk County Department of Health at the Village of Greenport Wastewater Treatment Plant, and directing Clerk Pirillo to notice the solicitation of bids accordingly for the:

- replacement of the retaining wall adjacent to the lab building,
- removal of the legacy drying beds, and
- installation of a drainage system.

RESOLUTION # 10-2021-23

RESOLUTION approving the attached agreement between the Village of Greenport and North Ferry Corporation regarding the re-paving of Wiggins Street within the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and North Ferry Corporation.

RESOLUTION # 10-2021-24

RESOLUTION approving an increase in the hourly wage rate for Amanda Aurichio, from \$ 15.45 per hour to \$ 18.00 per hour, effective November 3, 2021 owing to the assumption of additional duties and responsibilities, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 10-2021-25

RESOLUTION approving an increase in the hourly wage rate for John Diaz, from \$ 18.50 per hour to \$ 20.50 per hour, effective November 3, 2021 owing to the assumption of additional duties and responsibilities, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 10-2021-26

RESOLUTION approving an increase in the hourly wage rate for Chad Osmer, from \$ 18.91 per hour to \$ 20.10 per hour, effective November 3, 2021 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

TRUSTEES**RESOLUTION # 10-2021-27**

RESOLUTION authorizing the solicitation for proposals for services related to the updating and finalization of the Village of Greenport LWRP document, and directing Clerk Pirillo to notice a solicitation for proposals accordingly.

RESOLUTION # 10-2021-28

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.

VILLAGE ATTORNEY**RESOLUTION # 10-2021-29**

RESOLUTION authorizing and directing Legal Counsel to discontinue the appeal in the matter of Village of Greenport v. NYMIR.

VOUCHER SUMMARY**RESOLUTION # 10-2021-30**

RESOLUTION approving all checks per the Voucher Summary Report dated October 25, 2021 in the total amount of \$ 2,232,154.04 consisting of:

- o All regular checks in the amount of \$ 1,457,387.50, and
- o All prepaid checks (including wire transfers) in the amount of \$ 774,766.54.

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

**Intermunicipal Agreement
For Access to Southold Town Municipality 5 System
For the Village of Greenport Use**

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

Term of Agreement: Shall be from December 31, 2021 through December 31, 2022

Total Cost of Agreement: Three Thousand Dollars (\$3000) per year as provided in this Agreement

Whereas, municipal corporations are authorized by Section 119-O of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

Whereas, the Town maintains certain property records regarding permitting, violations and property information for properties that are located in the Town, in an electronic format for utilizing the Municipality 5 platform; and

Whereas, the Village wishes to utilize the Municipality 5 Platform for its similar uses; and

Whereas, the Village and the Town together have agreed to provide access to the Town of Southold’s Municipality 5 Platform for Village use and to allow the Village of Greenport the import of legacy data into the Town’s Municipality 5 database platform and the parties are desirous of entering into an intermunicipal agreement for that purpose.

Now Therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Term of this agreement shall be for the duration of time in which the Town utilizes the Municipality 5 platform.
2. The Agreement may be terminated, in whole or in part, by either party on ten (10) days written notice to the other party in the event either party fails to fulfill its obligations under this agreement or in the event continued performance under the terms of this agreement would not be in the best interest of either the Town or the Village. Such notice shall be made in accordance with the Notice provisions below.
3. All notices required to be given under this agreement shall be sent prepared registered mail, return receipt requested, or as the parties may later determine in writing, to the parties at the

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

following addresses:

Town of Southold	Village of Greenport
53095 Route 25	236 Third Street
Southold, NY 11971	Greenport, NY 11944
Attn: Town Clerk	Attn: Village Clerk

4. Any and all services provided under this agreement shall at all times be under the direction and supervision of the Information Technology Department of the Town of Southold, and their interpretations and decisions shall be final and conclusive.
5. The Town shall provide the Village with access to the Town of Southold's Municipality 5 Platform for the Village's use and to allow the Village of Greenport to import legacy data into the Municipality 5 database platform.
6. The Town agrees to provide the aforementioned services during the term of this agreement for a cost of Three Thousand Dollars (\$3000.00) representing the additional costs to the Town from the Municipality 5 platform provider Community Development Solutions payable June 1, 2022.
7. The Village agrees to hold harmless and indemnify the Town and its employees for any damage or liability the Town may incur due to the misuse or improper of the Municipality 5 Platform or dissemination of the data provided hereunder.
8. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
9. All provisions as required by law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.
10. This agreement shall bind the successors, assigns and representatives of the parties hereto.
11. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.
12. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

In Witness Whereof, this agreement has been executed by the Supervisor of the Town of Southold, who has caused the seal of the Town to be affixed hereto pursuant to resolution of the Town Board dated _____ and by the Mayor of the Village of Greenport, who has caused the seal of the Village to be affixed hereto, pursuant to resolution of the Village Board dated _____.

Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

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

Date: _____

(Town Seal)

Date: _____

(Village Seal)

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

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

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

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

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

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

Signature and office of person taking the
Acknowledgement

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

October 14, 2021

Paul J. Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Building Department Operational
Support
Proposal for Engineering Services

Dear Mr. Pallas:

J.R. Holzmacher P.E., LLC (JRH) is pleased to continue to provide professional engineering and consulting services to assist you in meeting the issues being faced by the Village government including the Building Department. We are thoroughly familiar with your operations and can provide excellent support to assist your staff during the transition period to a new building inspector.

The scope of services, period of services and cost proposal are as follows:

SCOPE:

The following work will be provided:

Task 1 – Building Department Support

Professional Engineering and Architectural Services will be rendered to Village staff as requested during the transition to a new head Building Inspector. We provide support to the Building Departments for several other villages and assist with review and site inspections for large or unusual projects, or when the work load is too great to be handled by your in-house staff alone. In this case we can provide the services of Thomas Murawski, RA to assist your Building Department to establish standard procedures to address routine applications. This will initially include time spent at Village Hall in about a once per week basis and then transitioning to telephone and email support as training advances.

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In Water Supply, Water Resources, Civil and Environmental Engineering*

Paul J. Pallas, P.E.
Village Administrator
Building Department Support
October 14, 2021
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Once the initial consulting period is completed we are available to provide other services on an as requested basis such as telephone support, attendance at meetings or hearings of the Zoning or Planning Boards, assistance with the review of plan submissions, assistance during field inspections and assistance to draft code updates. We are also available to assist with training to use the Village's Geographic information System (GIS) software, to prepare updates to the zoning map or to prepare other maps and figures as you may request.

PERIOD:

Services under Task 1 will be performed promptly following the direction from Village staff. Five days advance notice is requested prior to scheduled meetings, although we can generally be available on short notice to respond to emergency situations.

COST PROPOSAL:

The cost of the proposed work is as follows:

Task 1 - Time and expenses will be invoiced in accordance with the enclosed rate schedule. A spreadsheet showing current staff names and billing rates is attached. In addition, those assignments having a well-defined scope can be performed on a lump sum basis.

We suggest that the initial budget allocation for services under Task 1 be in the amount of \$10,000. You would authorize work on subtasks against this budget as additional tasks become necessary.


We look forward to working with you to make the water system the most efficient on Long Island. Our standard Terms and Conditions of service are enclosed for your consideration.

*The Third Generation of Excellence
In Water Supply, Water Resources, Civil and Environmental Engineering*

Paul J. Pallas, P.E.
Village Administrator
Building Department Support
October 14, 2021
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Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below, or providing an appropriate Board Resolution or equivalent Purchase Order, and returning one copy to this office. Please call me if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J. Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: _____ Inc. Village of Greenport

Date: _____

JRH:j

Encl.

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COST PROPOSAL/BACKUP SHEET
Building Department Support
2021 Man-Hour Matrix

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 225.00	/hour	1	\$ 225.00
Michael Simon, P.E.	Principal	\$ 180.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 180.00	/hour	50	\$ 9,000.00
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 157.50	/hour	0	\$ -
Steven Uccellini	Project Manager	\$ 141.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 125.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 120.00	/hour	0	\$ -
Andrew Hine, I.E.	Project Engineer	\$ 120.00	/hour	0	\$ -
Daniel Mastrococco	Project Engineer	\$ 110.00	/hour	0	\$ -
Mia Tagliagambe	Project Engineer	\$ 110.00	/hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 110.00	/hour	0	\$ -
Nicole M. Sinko	Project Architect	\$ 105.00	/hour	4	\$ 420.00
James Ferraiuolo	Project Scientist	\$ 90.00	/hour	0	\$ -
Nancy Schemet	Project Scientist	\$ 90.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 85.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 87.00	/hour	2	\$ 174.00
Tina Eletto	Technical Assistant	\$ 57.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Dylan Clemente, P.E.	Associate Civil Engineer	\$ 150.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	Total Direct Labor			57	\$ 9,819.00
SUPPLIES & EQUIPMENT					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.50	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.560	/mile	500	\$ 280.00
	Total Supplies & Equip.				\$ 280.00
	Total Direct Costs				\$ 10,099.00

J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2021

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 375.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	110.00 – 315.00*
Engineers	90.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 185.00
Sr. Environmental Scientists	105.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	85.00 – 125.00
Field Technicians	66.00 – 110.00
Support Staff	57.00 – 105.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.58 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

J.R. Holzmacher P.E., LLC

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

J.R. Holzmacher P.E., LLC

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

J.R. Holzmacher P.E., LLC

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.



Anna Chacko
General Counsel
achacko@lipower.org
516.719.9860

October 21, 2021

Village of Freeport Electric Department
46 North Ocean Avenue
Freeport, NY 11520-3352
ATTN: Al Livingston, Jr, Superintendent

Village of Greenport
236 Third Street
Greenport, NY 11944
ATTN: Paul J. Pallas, Village Administrator

Village of Rockville Centre
Electric Utilities Department
110 Maple Avenue
Rockville Centre, NY 11570
ATTN: Eileen Foglietta, Acting Superintendent

Re: Wholesale TSC Rate Phase-in Discount

Dear Mr. Livingston, Mr. Pallas and Ms. Foglietta:

The Long Island Power Authority's ("LIPA") Wholesale Transmission Service Charge ("TSC") for the Long Island municipal utilities of Freeport, Rockville Centre and Greenport ("Long Island Municipals") was last updated in 2006.

Next week, at LIPA's request and on its behalf, the New York Independent System Operator ("NYISO") will file with the Federal Energy Regulatory Commission ("FERC") an update to the annual Transmission Revenue Requirement (RR), annual Scheduling, System Control and Dispatch Costs (CCC), and Billing Units (BU (annual MWh)) components of LIPA's Wholesale TSC rate. Table 1 (Wholesale TSC Calculation Information) of Section 14.1.4 of the NYISO Open Access Transmission Tariff ("OATT") will be revised to reflect the updated RR, CC and BU components and an updated rate of \$10.62/MWh.

To mitigate the financial impact of this update on the Long Island Municipals, LIPA will discount the monthly Wholesale TSC Rate on a "black box" basis for the period starting November 1, 2021 and continuing through December 31, 2024 ("Phase-in Period"). These discounted monthly Wholesale TSC rates will provide a gradual phase-in and rate stability for the Long Island Municipals during the Phase-in Period. The Phase-in Period discount will be stated in LIPA's FERC filing (by NYISO).

The total discounted monthly Wholesale TSC Rates to be billed to the Long Island Municipals during the Phase-in Period are as follows:

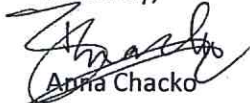
Phase-in Period	Discounted monthly Wholesale TSC Rate
November 1, 2021 – December 31, 2022	\$6.00/MWh
January 1, 2023 – December 31, 2023	\$7.00/MWh
January 1, 2024 – December 31, 2024	\$8.00/MWh

As consideration for the monthly Wholesale TSC Rate discount, the Long Island Municipals authorize LIPA to state in its FERC filing (by NYISO) that the Long Island Municipals support the filing and the effective date of November 1, 2021.

After the Phase-in Period, starting on January 1, 2025, the Wholesale TSC Rate will be determined solely by the formula provided in the NYISO OATT. LIPA expects that it will file another update to the RR, CCC and BU components of the Wholesale TSC rate prior to January 1, 2025 in connection with the rate that will become effective at that time. As a courtesy to the Long Island Municipals, by June 2024, LIPA will provide a non-binding estimate of the Wholesale TSC Rate that will become effective on January 1, 2025.

Please indicate your agreement and acceptance by returning a signed copy of this letter to LIPA by Monday, October 25, 2021.

Sincerely,



Anna Chacko
General Counsel
Long Island Power Authority

Accepted and agreed:

Village of Greenport
Date:

Village of Freeport
Date:

Village of Rockville Centre
Date:

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 10 Trans Type: B2 - Amend Status: Batch
 Trans No: 4885 Trans Date: 10/06/2021 User Ref: ROBERT
 Requested: D. JACOBS Approved: Created by: ROBERT 10/06/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT OF LEVELING
 CABLES ON VEHICLE G-24 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	6,900.00
E.0384	TRANSPORTATION EQUIPMENT	6,900.00
Total Amount:		13,800.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 10 Trans Type: B2 - Amend Status: Balch
 Trans No: 4886 Trans Date: 10/06/2021 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 10/06/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT OF ONE GLYCOL COMPRESSOR AND THE PIPE REPAIR OF CIRCUIT "A" FOR THE ICE RINK
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	25,000.00
A 7311 400	ICE RINK EXPENSE	25,000.00
Total Amount:		50,000.00

Date Prepared: 10/12/2021 03:43 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1 0

Page 1 of 1

Year: 2022 Period: 10 Trans Type: B2 - Amend. Status: Batch
Trans No: 4887 Trans Date: 10/12/2021 User Ref: ROBERT
Requested: M. FLORA Approved: Created by: ROBERT 10/12/2021
Description: TO APPROPRIATE RESERVES TO FUND THE RENTAL OF A VACUUM TRUCK
FOR THE ROAD DEPARTMENT Account # Order: No

Account No.	Account Description	Print Parent Account: No	Amount
A.5990	APPROPRIATED FUND BALANCE		12,500.00
A.5110.411	MAINTENANCE OF EQUIPMENT		12,500.00
	Total Amount:		25,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 13 Trans Type: Bz Amend Status Batch: 10/13/2021
 Trans No. 4888 Trans Date 10/13/2021 User Ref. ROBERT
 Requested: A HUBBARD Approved: Created by ROBERT
 Description: TO APPROPRIATE RESERVES TO FUND THE REPAIR OF THE ROTATING
 PLATE SCREEN ASSEMBLY AT THE WASTEWATER TREATMENT PLANT

Account No.	Account Description	Account # Order, No	Print Parent Account, No	Amount
G 5990	APPROPRIATED FUND BALANCE			15,000.00
C.8130.200	PUMP STATION EQUIPMENT			15,000.00
			Total Amount:	30,000.00

REQUEST FOR PROPOSAL FORM

INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT
VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021

Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: L.I. Computer Networks, Inc.

Address of Bidder: 1200 Veterans Hwy, Suite 107, Hauppauge, NY 11788

Signature: 

Signed By: Steven Mazza

Title: President

Date: 7/30/21

(REQUEST FOR PROPOSAL FORM CONTINUED)

INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021

INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021			
Category	Workday Hourly Rate	Holidays and Weekends Rate	Emergency Services Rate
General Network Support (i.e. router wiring, virus monitoring, onsite archiving)	\$ 125.00 One hundred twenty-five dollars and 00/100	\$ 225.00 Two hundred twenty-five dollars and 00/100	\$ 325.00 Three hundred twenty-five dollars and 00/100
24/7 monitoring and backup	\$ 5.00/device Varies per device Five dollars and 00/100 per device	\$ N/A Not Applicable	\$ N/A Not Applicable
Maintenance and Updates to security cameras	\$ 75.00 Seventy-five dollars and 00/100	\$ 150.00 One hundred fifty dollars and 00/100	\$ 225.00 Two hundred twenty-five dollars and 00/100
Monthly Maintenance	\$ 5.00/device Varies per device Five dollars and 00/100 per device	\$ N/A Not Applicable	\$ N/A Not Applicable
Updates to software as required	\$ 125.00 One hundred twenty-five dollars and 00/100	\$ 225.00 Two hundred twenty-five dollars and 00/100	\$ 325.00 Three hundred twenty-five dollars and 00/100
Troubleshooting/repairs (computer)	\$ 125.00 One hundred twenty-five dollars and 00/100	\$ 225.00 Two hundred twenty-five dollars and 00/100	\$ 325.00 Three hundred twenty-five dollars and 00/100
Troubleshooting/repairs (LAN network)	\$ 185.00 One hundred eighty-five dollars and 00/100	\$ 285.00 Two hundred eighty-five dollars and 00/100	\$ 385.00 Three hundred eighty-five dollars and 00/100
Cloud Backup and Disaster recovery services	\$ 185.00 One hundred eighty-five dollars and 00/100	\$ 285.00 Two hundred eighty-five dollars and 00/100	\$ 385.00 Three hundred eighty-five dollars and 00/100
Other (Please specify)	\$ N/A Not Applicable	\$ N/A Not Applicable	\$ N/A Not Applicable

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
FOR RESOLUTION 09-2021-6
RESOLUTION ACCEPTING A GRANT TO PARTIALLY
FUND THE DESIGN AND CONSTRUCTION OF A SEWER
MAIN EXTENSION FOR SANDY BEACH

WHEREAS the Board of Trustees of the Village of Greenport Resolution 09-2021-6 on September 23, 2021 accepting a grant from the New York State Department of Economic Development and the New York State Urban Development Corporation d/b/a the New York State Empire State Development Corporation, to partially fund the design and construction of a proposed new sewer collection infrastructure system at Sandy Beach in the Village of Greenport; and

WHEREAS the Board of Trustees desires to formally record its SEQRA lead agency status and determination regarding the adoption of Resolution 09-2021-6 and the acceptance of the aforementioned grant; it is therefore

RESOLVED that the Board of Trustees adopts lead agency status and further resolves that the adoption of Resolution 09-2021-6 and the acceptance of the grant to partially fund the design and construction of a proposed new sewer collection infrastructure system at Sandy Beach in the Village of Greenport is a Type II action as an extension of an existing sewer utility system pursuant to 6 NYCRR 617.5 (c)(13) and that therefore no further SEQRA review is required.

Upon motion of Trustee _____ seconded by Trustee _____,

In Favor _____

Against: _____

October 19, 2021

Wiggins Street Re-Paving Agreement

This Agreement entered into on the day of 2021, between the Village of Greenport, a municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter the "Village"), and the North Ferry Corporation, a New York State domestic corporation with offices located at 12 Summerfield Place, Shelter Island Heights, New York 11965 (hereinafter "North Ferry") as follows:

W I T N E S S E T H:

WHEREAS, Wiggins Street in the Village of Greenport is a village-owned street that is used by vehicular traffic and customers travelling to the terminal of the North Ferry located in Greenport, New York; and

WHEREAS, the Village is planning for the re-construction and re-paving of Wiggins Street at a cost to the Village of several hundred thousand dollars; and

WHEREAS, North Ferry wishes to contribute financially to this particular Village re-paving project to improve access to its Greenport operation;

NOW THEREFORE in consideration of the promises and the respective and mutual agreements contained herein, the Village and North Ferry hereby agree as follows:

1. The Village will re-pave and re-reconstruct Wiggins Street as necessary at the expense of the Village.
2. North Ferry shall pay the Village forty-two thousand dollars (\$42,000) towards the cost of the re-paving, which amount shall be used by the Village specifically towards the cost of re-paving Wiggins Street.
3. North Ferry shall pay the amount stated in this agreement to the Village within ten (10) days of the commencement of the re-paving of Wiggins Street.

October 19, 2021

4. In the event that, for some reason, the Village does not complete the re-paving of Wiggins Street within two years of the date of this Agreement, the Village shall return to North Ferry a prorated share of the \$42,000 originally paid to the Village by North Ferry based upon the amount of the actual linear square footage re-paved versus the linear footage originally proposed.

North Ferry Corporation

By: _____

Village of Greenport

By: _____

October 19, 2021

ACKNOWLEDGEMENT OF NORTH FERRY CORPORATION

STATE OF NEW YORK)

)ss:

COUNTY OF SUFFOLK)

On this ____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that (s)he resides at _____ that (s)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 THE VILLAGE OF GREENPORT

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ____ day of _____, 20____, before me personally came _____ to me known to be the _____ person 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

October 19, 2021

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 Numbers 1001-003.00-05.00-016.004 and 016.005 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 purchasers who have resided 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 who have worked within the boundaries of the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to the full execution of this Agreement and are so certified by the Village of Greenport’s Housing Authority.
- (ii) The units shall be occupied as the owner’s primary residence.
- (iii) The units shall only be sold to purchasers that can demonstrate that they are first time homebuyers and do not own any other residential property.

- (iv) The initial sale price of the units shall be \$175,000.00 to purchasers who qualify under the residency restrictions as described above as certified by the Village of Greenport Housing Authority. The project sponsor working with the Village shall provide public notice when the units become available and shall provide a copy of any contract of sale upon request by the Village of Greenport.
- (v) Each RR unit purchaser shall meet the individual income restriction requirement as set forth in the SONYMA non target low interest program for Nassau and Suffolk Counties.
- (vi) RR units cannot be merged with any other units.
- (vii) The units shall comply with the occupancy restrictions contained in the New York State Uniform Fire Prevention and Building Code.
- (viii) Subsequent sales of these units can be at market rates. However, the residency and unit merger restrictions shall continue as deeded restrictions.
- (ix) 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 sales price of the RR unit and the purchase price initially paid for the unit, but in no event less than 10% of the gross sales price paid by the seller, shall be paid by the seller. This provision shall survive the deed and closing of title. The proceeds of the flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.
- (x) 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 _____ and _____, 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 restricted as follows:
 - (i) The units can only be sold to people who have resided 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 who have worked within the boundaries of the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to the full execution of this Agreement and are so certified by the Village of Greenport’s Housing Authority.
 - (ii) The units shall be occupied as the owner’s primary residence.
 - (iii) The units shall only be sold to purchasers that can demonstrate that they are first time homebuyers and do not own any other residential property.
 - (iv) The initial sale price of the units shall be \$175,000.00 to residents who qualify under the residency restrictions as described above as certified by the Village of Greenport Housing Authority. The project sponsor working with the Village shall provide public notice when the units become available and shall provide a copy of any contract of sale upon request by the Village of Greenport.
 - (v) Each RR unit purchaser shall meet the individual income restriction requirement as set forth in the SONYMA non target low interest program

for Nassau and Suffolk Counties.

- (vi) RR units cannot be merged with any other units.
- (vii) The units shall comply with the occupancy restrictions contained in the New York State Uniform Fire Prevention and Building Code.
- (viii) Subsequent sales of these units can be at market rates. However, the residency and unit merger restrictions shall continue as deeded restrictions.
- (ix) 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 sales price of the RR unit and the purchase price initially paid for the unit, but in no event less than 10% of the gross sales price paid by the seller, shall be paid by the seller. This provision shall survive the deed and closing of title. The proceeds of the flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.
- (x) 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

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 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 a waiver of same or 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.

11. This covenant shall run with the land and shall be binding on 123 Sterling Avenue, LLC and its successors and assigns.

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

DECLARANT:

123 Sterling Avenue, LLC

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