

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VILLAGE OF GREENPORT
COUNTY OF SUFFOLK : STATE OF NEW YORK
-----x

BOARD OF TRUSTEES
REGULAR SESSION

-----x

Third Street Firehouse
September 23, 2021
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The meeting was called to order at 7 p.m.)

2 MAYOR HUBBARD: Okay. I'll call the
3 meeting to order. Pledge to the flag.

4 (All Stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Elma W. Newalis, who
7 was 101.

8 (All Remained Standing for Moment of Silence)

9 MAYOR HUBBARD: Thank you. Okay. We've
10 got several announcements:

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

13 There will be a community event at the
14 Skate Park to raise awareness, promote volunteerism,
15 and solicit donations, on October 22nd, 2021 from
16 6 p.m. through 10 p.m., and October 23rd,
17 2021 from 10 a.m. through 8 p.m.

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

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

22 There's also -- there's wood chips and
23 firewood available on Moore's Lane from some
24 trees that were taken down. If anybody would
25 like to partake in that, go on up, there's a pile

1 of wood chips to the right closest to the water
2 tower, and the firewood was along the back road
3 behind the Skate Park. Anybody who wants some,
4 go on up and get it and enjoy.

5 That's all I had under announcements.

6 We'll go to the public to address the
7 Board. Would the public like to address the
8 Board on any topic?

9 WILLIAM SWISKEY: Yeah. There's a
10 resolution -- oh, William Swiskey, 184 Fifth
11 Street. This sewer construction resolution, its
12 total estimated cost is about \$2 million, but
13 almost 633,000 is for engineering and planning.
14 That seems awful high to me.

15 MAYOR HUBBARD: Okay. Which resolution are
16 you talking about, Bill?

17 WILLIAM SWISKEY: Well, I copied the page
18 of it. Hold it, just give me a second. I don't
19 know where it is. Well, it's -- basically
20 it's -- where is it here? Has to do with the one
21 where 350,000 is coming in, I believe, to the --

22 TRUSTEE PHILLIPS: You're talking about the
23 \$390,000 grant?

24 WILLIAM SWISKEY: Yeah, yeah.

25 TRUSTEE PHILLIPS: That's Resolution No. 6.

1 WILLIAM SWISKEY: Yeah. Thank you,
2 Mary Bess

3 TRUSTEE PHILLIPS: You're welcome.

4 WILLIAM SWISKEY: Well, that isn't going to
5 go very far on almost \$2 million. But that's not
6 what bothers me so much as \$633,699 for planning
7 and engineering. Engineering fees are usually
8 10, 15%, this is almost 33%. Is there a reason
9 for that?

10 TRUSTEE PHILLIPS: I think, Bill, I think
11 you need to let Paul explain, because I'm not
12 quite sure you're on the same page.

13 ADMINISTRATOR PALLAS: We haven't even
14 gotten an engineer on board yet, so that was an
15 estimate probably for the grant. I'm not sure
16 where you're reading that from.

17 WILLIAM SWISKEY: I'm reading it from -- it
18 came out of -- it's way in the back here. This
19 thing about the New York State -- what page was
20 that? Now I got to find it.

21 ADMINISTRATOR PALLAS: Mr. Mayor, if I may.

22 WILLIAM SWISKEY: Yeah, go ahead, Paul.

23 (Laughter)

24 MAYOR HUBBARD: Yeah, go ahead.

25 ADMINISTRATOR PALLAS: Bill, I know what

1 you're referring to. That was in the application
2 for the grant. It was --

3 WILLIAM SWISKEY: Yeah.

4 ADMINISTRATOR PALLAS: -- a while ago, and
5 we haven't -- that's not a firm estimate by any
6 stretch of the imagination.

7 WILLIAM SWISKEY: Well, I was just
8 interested, because the original point last week
9 was just sewer the people at Sandy Beach, the
10 Village residents. Now we're taking in Southold
11 Town again, and if we do this, we're going into
12 debt for probably a million-and-a-half dollars,
13 where it's just, in my -- this is my own
14 estimation from experience. If we do Sandy Beach
15 with the 350,000, plus another couple of hundred
16 thousand, we're only in debt \$200,000. If we do
17 this, we're in debt over a million-and-a-half.
18 And somebody's got to pay that, and it's going to
19 come out in the sewer rates; am I right or wrong,
20 George?

21 MAYOR HUBBARD: No, if that -- if that is
22 the true amount, once everything is done and we
23 hire an engineer, and everything else, the sewer
24 rates will cover that, besides what's being put
25 in by Safe Harbor and the people from Sandy Beach

1 and the grant.

2 WILLIAM SWISKEY: That's a lot of hope,
3 because I think the sewer rates -- who's paying
4 for Third Street? Do we have a grant for that?

5 MAYOR HUBBARD: There's a grant for part of
6 it, and the rest of it is being paid part with
7 what we had cash on hand, the other part is
8 through bonding.

9 WILLIAM SWISKEY: So we could be looking at
10 a lot of bonding in the Sewer Department and
11 sewer rates going up maybe 20, 25%, possibly?

12 MAYOR HUBBARD: I have no idea on that
13 number, Bill.

14 WILLIAM SWISKEY: Because we got to be very
15 careful. That's a -- that's a lot of money. We
16 pay a lot of money for sewer in the Village. But
17 I would proceed with caution. I would get -- go
18 out and get some proposals from different
19 engineering companies, plus maybe rethink the
20 scope of this project.

21 I mean, if Stirling Harbor wants to hook up
22 their own facilities, let them pay 100%. I mean,
23 we owe no obligation to Stirling Harbor or Safe
24 Harbor, whatever it is. We owe an obligation to
25 the people on Beach Road, because they're

1 taxpayers. And that's the point I was trying to
2 make.

3 MAYOR HUBBARD: Right. Safe Harbor is
4 planning on paying the expense of what they're
5 hooking up and putting in.

6 WILLIAM SWISKEY: Well, have you got an
7 estimate on that? Because, you know, we're
8 playing with figures here and you're getting
9 very, very, very --

10 TRUSTEE PHILLIPS: Mr. Mayor, may I ask a
11 question? Just maybe it will clarify.

12 MAYOR HUBBARD: Okay.

13 TRUSTEE PHILLIPS: This resolution that
14 we're voting on is only to put us as a
15 placeholder with the grant. That's my
16 understanding, is that the rest of this still has
17 to be fact-finding, and gathering information,
18 information and commitments from people. This
19 390,000 is just committing us to saying to the
20 grantor that we're -- we're starting the process,
21 and this is to secure this grant, or we're going
22 to lose it. That was my understanding for the
23 resolution. It's part -- it's going to be part
24 of the overall picture when all of the facts
25 get -- but we don't have all the facts yet, nor

1 do we have all the numbers, nor do we have all
2 the estimates yet; is that my understanding?

3 MAYOR HUBBARD: Yeah, we are accepting the
4 grants, and we wanted to --

5 TRUSTEE PHILLIPS: That's right.

6 MAYOR HUBBARD: -- go ahead and take
7 advantage of the grant.

8 TRUSTEE PHILLIPS: Right.

9 MAYOR HUBBARD: That's what that resolution is.

10 TRUSTEE PHILLIPS: That's all it is.

11 WILLIAM SWISKEY: And if we don't do the
12 job, we give the grant back?

13 TRUSTEE PHILLIPS: Right. We have two
14 years upon which to -- if we don't do anything
15 within two years, the money goes back.

16 WILLIAM SWISKEY: All right, because I'd be
17 very careful, that's a lot of money. Thank you.

18 MAYOR HUBBARD: Thank you.

19 WILLIAM SWISKEY: Oh, one more question of
20 the Board. Maybe Mr. Padowski (sic) in the back
21 can answer it, because it's \$175,000 units. What
22 are the common fees every year?

23 MAYOR HUBBARD: What is it? Bill, I
24 couldn't hear your question.

25 WILLIAM SWISKEY: The common fees for these

1 \$175,000 apartments on -- the condos on Stirling.

2 MAYOR HUBBARD: Uh-huh.

3 WILLIAM SWISKEY: These condos usually have
4 common fees to pay the taxes. Any idea what they
5 would be on these apartments?

6 MAYOR HUBBARD: Well, that's kind of out of
7 line here, out of order, Bill, to ask that. I
8 mean --

9 WILLIAM SWISKEY: Well, I -- the Village is
10 signing an agreement. Maybe we should -- the
11 people who apply would like to know what the
12 common fees are. I don't think it's out of line,
13 George.

14 MAYOR HUBBARD: But that would be part of
15 an application and everything. Just to call
16 somebody from the audience out for an answer --

17 WILLIAM SWISKEY: All right.

18 MAYOR HUBBARD: If he wants to get up and
19 speak when it's his turn to speak, he's allowed
20 to do that. But, I mean, I just --

21 WILLIAM SWISKEY: Well, I think it would be
22 nice to know, but that's okay, you don't care.

23 MAYOR HUBBARD: Okay. Anybody else wish to
24 address the Board? Anybody?

25 PATRICIA HAMMES: I will. Good evening.

1 Tricia Hammes, 603 Main Street. I'm here this
2 evening to address Resolution 18, relating to the
3 proposed Declaration of Covenants and
4 Restrictions, which would be applicable to the
5 so-called affordable housing units to be made
6 available at 123 Sterling, and authorizing the
7 issuance of a Certificate of Occupancy in respect
8 of the property.

9 I have to say that I was quite taken aback
10 to see this issue included on the Board's agenda
11 for this evening, and even more so that on an
12 issue like this, the agenda, which provides the
13 public notice that this is going to be voted on,
14 was only posted approximately 24 hours prior to
15 this meeting.

16 To the extent that the community wishes to
17 participate and comment on the various matters
18 that become -- come before this Board, it's
19 difficult at best when there's only 24 hours
20 notice of matters under consideration, and no
21 ability to participate on a virtual basis.

22 I note that there was a brief mention of
23 the covenants and agreements at last week's Board
24 work session, but no actual discussion or
25 disclosure on the proposed terms.

1 Given the combination of the dire need for
2 affordable housing in the Village, as well as the
3 fact that the development of 123 Sterling has
4 been the subject of much community interest, I
5 was rendered speechless when in reviewing the
6 proposed covenants, it appeared that they merely
7 incorporate conditions which are already
8 applicable to those five units under the
9 stipulation agreement itself, namely the
10 requirement that purchasers be residents or
11 individuals that have worked in the Greenport
12 School District area -- I'm paraphrasing all of
13 this -- but for a period of not less than two
14 years, and who intend to make the unit their
15 primary residence, however you define that, and
16 setting a purchase price of \$175,000, and
17 restating the flip tax provisions of the
18 stipulation agreement.

19 Under the proposed criteria, every person
20 in this room, frankly, every person in the area
21 of Greenport is eligible to buy those units at
22 \$175,000, regardless of whether they already own
23 a home, they have significant assets and wealth,
24 they are in the top 1% of the income bracket of
25 the United States. Every single person would be

1 eligible to buy those units at \$175,000, that are
2 probably worth at least \$400,000 today, as long
3 as they're willing to say that that's going to be
4 their primary residence. That can't be what was
5 intended when these were set aside as affordable
6 units.

7 This approach is ripe for abuse and
8 potential windfall to five semi-wealthy retired
9 individuals who are connected with the Developer,
10 and who could choose unilaterally by the
11 Developer to purchase these units, and
12 subsequently benefit with the sale of units at a
13 market rate after two years.

14 I previously spoke to the Board on this
15 very topic on June 17th. At that meeting, I
16 raised a number of key issues I thought this
17 Board needed to consider and address in
18 finalizing the terms applicable to this, these
19 units. These included that these units should be
20 targeted to individuals who would first-time
21 homeowners, and might not otherwise have the
22 financial wherewithal to purchase a home in the
23 Village at current market rates, and that the
24 process of determining who gets to purchase these
25 units needed to be done in an equitable and

1 transparent manner, preferably through some sort
2 of lottery system based on individuals that meet
3 preestablished criteria, including limits on
4 net worth and income. It should not be up to the
5 developer to award these properties to friends
6 and family, and that is exactly what this current
7 proposal enables.

8 I know that the Developer has a vested
9 interest in who purchases these units, as he will
10 be the seller of the units in the first instant,
11 and has also publicly stated his intention to
12 reside, purchase a unit in the building for his
13 family's personal use.

14 Without significant Village involvement and
15 oversight of this process and the use of a
16 lottery system, the sale of these units is more
17 likely than not to result in a self-dealing
18 transaction to the Developer and other
19 individuals. There's nothing in the covenants to
20 stop this.

21 At the June 17th meeting, I was told that
22 all of my suggestions, with the exception of a
23 lottery, were covered by the draft under
24 consideration. I'm not sure what happened in the
25 interim, but the proposal clearly doesn't provide

1 any guardrails to make sure that these units go
2 to the people that everyone believes they were
3 intended to benefit, for instance, young people
4 who are committed to working and contributing to
5 the Village community. Moreover, perhaps it was
6 my misunderstanding, but I thought that the Board
7 was going to take back and discuss the idea of
8 the process and some sort of a lottery system or
9 oversight.

10 I recognize that the economic terms, the
11 price and the flip, none of which anybody is very
12 happy about, are set by the stipulation
13 agreement. And I've been following this all
14 along, both in my personal capacity and as a
15 Planning Board member, and I'm fully aware that
16 those terms can't be altered. But I also know
17 that the stipulation agreement contemplated that
18 there would be other provisions that would apply
19 to these units to make sure that they went to
20 people that needed this type of housing.

21 It's my view, if the Village bends on these
22 points at this point, every future Developer is
23 going to believe that they can get away with
24 things. I think the Board has a fiduciary duty
25 to the public to ensure that these units are sold

1 in an open process to individuals who not only
2 live and/or work in the Village area, but really
3 need assistance and apply -- for purchasing their
4 first home. The only way to ensure this is to
5 include an income and net asset verification
6 test, as well as some kind of process that
7 includes Village oversight. Thank you for your
8 time.

9 MAYOR HUBBARD: Okay, thank you. If I
10 could just answer a couple of those things. We
11 did get your letter. The Village had a
12 discussion on it as a group, and per the
13 stipulation agreement, there's only so much we
14 could do per the stipulation, and that was done
15 and put together by the Board.

16 PATRICIA HAMMES: Okay. I mean, I've
17 watched all of the meetings for -- since June and
18 I've never seen this issue come up again since
19 last week's meeting, when it was mentioned that
20 an agreement had been put in place. So if that
21 happened, it obviously happened in a
22 behind-the-door session and I was not aware of
23 that.

24 MAYOR HUBBARD: It wasn't behind the doors.
25 It was an executive session, talking with Legal

1 Counsel --

2 PATRICIA HAMMES: Okay. But --

3 MAYOR HUBBARD: -- of what we legally could
4 or couldn't do.

5 PATRICIA HAMMES: But, George, to be clear,
6 there is a provision in the stipulation agreement
7 that contemplates additional provisions. I mean,
8 I just -- this is like giving away a public
9 asset, is what you're doing.

10 MAYOR HUBBARD: No, I am not.

11 PATRICIA HAMMES: That is what the Board
12 will do if they approve this rule -- this
13 resolution.

14 MAYOR HUBBARD: Okay, thank you.

15 RANDY WADE: Randy Wade, Sixth Street. I
16 do think -- I just want to second everything
17 Tricia said. I know that the Developer is going
18 to be concerned about who's living in the
19 affordable units and want to have some
20 discretion, and that could be built into it.
21 The lottery system could recommend that it be
22 three qualifying people and he could choose
23 between those three. There should be a maximum
24 in assets, or it could go to somebody who would
25 buy a house without this help, and there should

1 be a maximum income.

2 And Tricia is a lawyer, and I actually
3 trust that when she says something, that there --
4 there is wiggle room. So I do hope you will not
5 vote it -- on it tonight, it's way too important.

6 As you remember, you said at one of the
7 meetings, we have to get this right, because this
8 is going to influence who is going to be able to
9 live in the development at Main and the North
10 Road, the southeast corner, a big development
11 with affordable housing units that you have -- it
12 was going to set the precedent. You've already
13 said that publicly, and so I think it's really
14 critical that this be pulled back and worked on
15 more. Maybe Tricia would volunteer to consult on
16 a legal basis.

17 And then again, I would like to see a
18 reference in this that the commercial units with
19 condo/co-op board approval could be rented to
20 somebody that is not the owner of one of the
21 expensive condos upstairs, because that's going
22 to be so limiting to the potential commercial
23 uses that could be there.

24 And I'd like to say that it was incredibly
25 sad to see all the trees being taken down, and

1 the big heavy machinery on Monday, Tuesday and
2 Wednesday that was traipsing through the Moore's
3 Woods. That was according to Rich Israel, the
4 Rotary's Project Manager. There was supposed to
5 be an environmentalist onsite when the work was
6 done. There was no environmentalist there. It
7 seemed to be just rolling over where the
8 endangered grasses are that were in that DEC
9 approval. So the whole thing is just really sad.

10 And somebody had shown me a GIS aerial. It
11 turns out that not only did the ecology class in
12 the early '70s create that nature trail, but they
13 planted a forest on the north end of the polo
14 fields. That lasted for at least a couple of
15 decades, until around 2000 some time, it was made
16 into a ball field. It would have been a perfect
17 place. I mean, there are many other places
18 around there that would have been perfect without
19 the devastation that just happened.

20 And then on a third entirely different
21 note, I'm curious about our old clay sewer pipes.
22 And I keep hearing from Fifth and Sixth Avenue
23 people that the wood that supports the sewer
24 pipes has disintegrated, since the pipes were
25 laid at the initial time the sewer system was

1 created. Are there grants? Are there maps that
2 show what pipes are planned to be replaced, and
3 any kind of State grants or -- that could be
4 applied for to deal with this?

5 MAYOR HUBBARD: Okay. I'm not sure what
6 sewer pipes you're talking about that somebody
7 said are deteriorating and falling down through
8 the ground.

9 RANDY WADE: Fifth and Sixth Avenue, and
10 they're like -- Sixth Avenue apparently backed
11 into a basement. And as Bobby Petersen was
12 explaining to me, they're, you know, supported
13 underneath by wood, and that deteriorates over
14 time, and then they settle and the joints crack.

15 MAYOR HUBBARD: We've run cameras up and
16 down those lines. They've been checked and
17 everything else. And the repairs to one manhole
18 cover and the pipe going down to it were
19 replaced, I think, two years ago when there was
20 an issue. As far as I know, there's been no
21 backups or issues --

22 RANDY WADE: Great.

23 MAYOR HUBBARD: -- in the past couple of
24 years. Everything had been repaired and taken
25 care of.

1 RANDY WADE: Oh, that's good to know.

2 Okay. That was -- and then --

3 MAYOR HUBBARD: And just on the Moore's --
4 the stuff on Moore's Woods is stuff on the
5 outside on the roadway that was taken down, was
6 stuff that should have been taken down a while
7 ago, just for access to be able to get
8 ambulances, or a fire truck or something through
9 there, because everything was so overgrown coming
10 out, that you could barely travel down that back
11 road, and that's all there was. That stuff was
12 all on the outside edge on the roadway. It was
13 not in the wetlands area, it was on the outside
14 edge parallel to where the roadway is.

15 RANDY WADE: They actually went in, also.
16 I could show you a picture. They went --

17 MAYOR HUBBARD: I walked up there the day
18 after they -- the first day they were there.

19 RANDY WADE: The first day they were there,
20 they were doing the edge of the road, and they
21 had enough room there to get the big trucks
22 through, so an ambulance would easily have gotten
23 through. And I wound up taking a souvenir that
24 was a sliver of a -- and I counted 66 rings. So,
25 you know, there was a lot of -- it's not going to

1 be easy to replace that. And when people talk
2 about climate change, and the trees are one of
3 the best things you can have for sequestering
4 carbon and keeping the environment cool, it's
5 just incredibly sad. They went right into the
6 middle. Would you like to see a picture?

7 MAYOR HUBBARD: If you looked, if you look
8 at the -- I saw the pictures, and I walked up
9 there myself. I went up there Tuesday morning,
10 after I got phone calls about it Monday night.
11 And then I went up there, then Paul Pallas went
12 up there and walked the area and looked at.

13 RANDY WADE: Wednesday --

14 MAYOR HUBBARD: And there was stuff on the
15 outside. If you look at the plans, stuff was
16 supposed to be taken down and new stuff put in.

17 RANDY WADE: Wednesday is when they really
18 were going to town on the inside and pulling out
19 these huge roots.

20 MAYOR HUBBARD: Okay. I'm not up there
21 every day, Randy, so.

22 RANDY WADE: No, it was just three days of
23 work that, yeah, they --

24 MAYOR HUBBARD: They worked on Monday. I
25 went up there Tuesday morning, before I went to

1 work, and walked the area to see where they were
2 and what they were doing and what had been done,
3 okay?

4 RANDY WADE: Okay.

5 MAYOR HUBBARD: If somebody did something
6 else on Wednesday, we're monitoring it daily.

7 RANDY WADE: Who's monitoring it?

8 MAYOR HUBBARD: The Village Crew, Paul
9 Pallas, myself, we go up there and see what's
10 going on. We are not sitting there all day long
11 when they're working, no.

12 RANDY WADE: Can I ask -- can you ask Paul
13 what happened on Wednesday, since you were under
14 the impression it was only the edge that was
15 taken down? Can you ask Paul?

16 MAYOR HUBBARD: Sure. Go ahead, Paul.

17 ADMINISTRATOR PALLAS: The only work -- the
18 only trees that were taken down were the trees
19 that were in -- directly in the path of the
20 track, and as per plan.

21 RANDY WADE: Right into the woods, right?

22 ADMINISTRATOR PALLAS: But that's what the
23 plans always showed, that's where they went.

24 RANDY WADE: How -- and then were the
25 endangered species plants, were they relocated?

1 ADMINISTRATOR PALLAS: There weren't any in
2 that area. We've surveyed the area with the
3 person that the Rotary hired for that purpose.

4 RANDY WADE: Okay. Thank you. Anyway,
5 thank you.

6 MAYOR HUBBARD: Uh-huh. Anybody else wish
7 to address the Board?

8 PAULA CASEY: Hello. My name is Paula
9 Casey, 20 Sandy Beach Road. I'm one of the
10 residents on the street that's planning on
11 lifting my home, and to the FEMA regulations.

12 I'd like to thank the Village and the Board
13 to -- for acknowledging our petitions for
14 bringing the sewers to the street, and accepting
15 the \$390,000 grant to partially fund construction
16 of the sewers. Thank you.

17 MAYOR HUBBARD: Thank you.

18 TRUSTEE CLARKE: Thank you.

19 DAVID GILMARTIN: Good evening. David
20 Gilmartin of the Law Firm Farrell Fritz. I
21 represent 123 Sterling Avenue. You have a
22 resolution on that tonight to approve a covenant.
23 And I'd like to make a couple of points to clear
24 up maybe some misconceptions with response to
25 what you're doing tonight.

1 As we all know, this property is governed
2 by Stipulation of Settlement -- excuse me --
3 entered into by the Village of Greenport, a
4 couple of its Municipal Boards, the then owner of
5 the property, and the Neighborhood Association.
6 It's a court ordered stipulation, and it's what
7 has governed and continues to govern the
8 development of this property. The stipulation
9 requires that we file a covenant that follows
10 that stipulation.

11 I have represented Mr. Pawlowski, and
12 Mr. Raskin before him, who both had very good
13 ideas on changing the stipulation and maybe
14 making it better. There are many stakeholders
15 that are involved in this property, and we could
16 never reach a consensus on that. And each
17 attempt that we made to amend the Stipulation of
18 Settlement failed. So here we are at the end of
19 this process, and we have followed the
20 Stipulation of Settlement to the letter.

21 I'd also remind the Board that this is a
22 privately funded development, there's no
23 government money involved. It was never intended
24 to be a, quote-unquote, affordable housing
25 project. That was never intended, it was never

1 in the Stipulation of Settlement. It was a
2 resident-restricted, price-restricted project.

3 The Stipulation of Settlement was agreed to
4 in, I think, 2006/2007. I suspect that that was
5 a fair price for what was going to be produced
6 then. Today it seems awfully low. And I
7 understand that the individuals who are lucky
8 enough to buy these are going to achieve a
9 windfall, but the people that achieve that
10 windfall will be people that are selected by the
11 project sponsor, and that's what the -- that's
12 what the Stipulation of Settlement calls for, and
13 the covenant follows that word by word.

14 It is clear from the long process that we
15 have been through that there is no consensus from
16 the Village, the Developer, or, frankly, the
17 Neighborhood Association on what changes could be
18 made. So we've invested a great deal of money
19 into this project. We are going to go forward,
20 we're going to follow the Stipulation of
21 Settlement to the letter. The covenant reflects
22 that, and it is our absolute intention to do
23 that.

24 The individuals that ultimately buy those
25 will be approved. Their bona fides that they

1 resided in the district, or have worked in the
2 Village, or within the Village School District,
3 will be followed to the letter, and they will be
4 sold for the amount that's identified in the
5 stipulation.

6 If you have any questions, both
7 Mr. Pawlowski and I are here tonight to answer
8 those, but it's our intent to go forward as the
9 covenant is stipulated. We've tried for a long
10 time and at great expense to talk about changes
11 and can never reach a consensus. So we're here
12 tonight and we're going to look to move forward
13 on it, and ask that you to vote on the
14 resolution. Thank you.

15 MAYOR HUBBARD: Thank you.

16 MR. SALADINO: John Saladino, Sixth Street.
17 As usual, I wasn't prepared to speak tonight
18 until I just heard the Attorney speak.

19 When he said that they're following the
20 letter of the stipulation to -- they're following
21 the stipulation to the letter of the law, that's
22 not true, we all know that's not true. There's
23 been two or three modifications to that
24 stipulation that went before two or three
25 Statutory Boards.

1 So for someone to get up here and say this
2 is the court stipulation that we have from
3 whenever it was signed, and we would like it to
4 go into the covenants to be recorded tonight, and
5 we're following that stipulation to the letter of
6 the law, that's just not accurate. I just want
7 to -- I just want to say that for the record.

8 There's a lot I could say about it, but I'm
9 going to choose not to, but I would just like you
10 to take that into consideration. The
11 stipulation, there was modifications requested to
12 the stipulation that went before this Board, the
13 Zoning Board of Appeals, and the -- and the
14 Planning Board. There were certain things that
15 at least one Statutory Board said that they
16 shouldn't be able to do that seemed to have been
17 overruled by another Statutory Board. I don't
18 even know how that happens. But the simple --
19 the simple statement, the seemingly simple
20 statement that the Attorney just made is that
21 we're following the letter of the stipulation to
22 the letter of the law is not accurate, that's not
23 accurate. Thank you.

24 TRUSTEE CLARKE: Thank you.

25 MAYOR HUBBARD: All right. We're not going

1 to be going back and forth --

2 DAVID GILMARTIN: I know.

3 MAYOR HUBBARD: -- the brief statement. I
4 just --

5 DAVID GILMARTIN: When I'm called
6 inaccurate, I'd just like to point out that the
7 only changes were made was to the plan that was
8 approved per the stipulation. The wording of the
9 stipulation is followed in the covenant. What
10 was changed is we took the parking off of
11 Sterling Avenue and put it onsite, that's really
12 the only change that was made.

13 MAYOR HUBBARD: Okay. All right. Anybody
14 else wish to address the Board?

15 (No Response)

16 MAYOR HUBBARD: Okay. We'll move on to the
17 regular agenda.

18 I'll offer *RESOLUTION #09-2021-1,*
19 *RESOLUTION adopting the September, 2021 agenda as*
20 *printed.* So moved.

21 TRUSTEE MARTILOTTA: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 Trustee Clarke.

7 TRUSTEE CLARKE: *RESOLUTION #09-2021-2,*
8 *Accepting the monthly reports of the Greenport*
9 *Fire Department, Village Administrator, Village*
10 *Treasurer, Village Clerk, Village Attorney,*
11 *Mayor, and Board of Trustees. So moved.*

12 TRUSTEE MARTILOTTA: Second

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE MARTILOTTA: *RESOLUTION #09-2021-3,*
23 *RESOLUTION approving the application for*
24 *membership of Alson Edwards to Phenix Hose --*
25 *I'll say it again -- Phenix Hook and Ladder*

1 *Company #5 of the Greenport Fire Department, as*
2 *approved by the Village of Greenport Fire*
3 *Department Board of Wardens on September 15,*
4 *2021. So moved.*

5 TRUSTEE PHILLIPS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE PHILLIPS: *RESOLUTION #09-2021-4,*
16 *RESOLUTION approving the application for*
17 *membership of Nicholas Diaz to the Standard Hose*
18 *Company #4 of the Greenport Fire Department, as*
19 *approved by the Village of Greenport Fire*
20 *Department Board of Wardens on September 15th,*
21 *2021. So moved.*

22 TRUSTEE ROBINS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE ROBINS: *RESOLUTION #09-2021-5,*
8 *RESOLUTION approving the following applications*
9 *for membership to the Juniors of the Greenport*
10 *Fire Department, as approved by the Village of*
11 *Greenport Fire Department Board of Wardens on*
12 *September 15th, 2021: Angelina Brice, Joshua*
13 *Brice, Deanna Brice, and Lainey Rutkowski.*

14 So moved.

15 TRUSTEE CLARKE: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE CLARKE: *RESOLUTION #09-2021-6,*

1 it yet. We haven't approved this project at all.
2 So in my mind, a new sewer is meaning that we've
3 already approved it. We're still proposing and
4 we're still looking for information. My
5 understanding, once again, was this resolution
6 was only to accept the grant.

7 MAYOR HUBBARD: It is.

8 TRUSTEE PHILLIPS: Well, I'm putting -- I
9 want -- I'm putting to amend the word to
10 "proposed sewer".

11 MAYOR HUBBARD: But the grant is for a new
12 sewer line. I will make a motion to amend it,
13 and we'll see what happens.

14 TRUSTEE PHILLIPS: Okay, thank you. I made
15 a motion to amend the word "new" to "proposed
16 sewer". So moved.

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor of the
19 amendment?

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE CLARKE: Aye.

23 MAYOR HUBBARD: Opposed?

24 TRUSTEE MARTILOTTA: Opposed.

25 MAYOR HUBBARD: Paul, was that going to

1 affect the wording with the applicant from the
2 grant?

3 ADMINISTRATOR PALLAS: I have to review the
4 grant itself to see if there's any impact. I
5 don't have the --

6 MAYOR HUBBARD: Okay.

7 ADMINISTRATOR PALLAS: I'll have to look.

8 TRUSTEE PHILLIPS: Paul, excuse me, but
9 that was my exact question at the work session,
10 was that this was just accepting the grant and
11 not making it look like we were approving a new
12 sewer system.

13 ADMINISTRATOR PALLAS: It's not. It's
14 accepting a grant and the grant is for a new
15 sewer system. And as the Mayor said, the grant
16 is for a new sewer system. There are going to be
17 a significant number of subsequent approvals that
18 are required, probably at least four or five
19 before anything happens. This doesn't mean we
20 have to do the work. This is not what it means,
21 I believe.

22 TRUSTEE PHILLIPS: Joe, is that what it
23 means?

24 ATTORNEY PROKOP: I don't know what the
25 grant document requires, I haven't seen it. I

1 believe that -- actually, I would probably say a
2 proposed new -- if you want to have the word
3 "proposed" in there, I'd probably say "proposed
4 new sewer" instead of "proposed sewer".

5 TRUSTEE PHILLIPS: Okay. So I'll amend it
6 to say "proposed new sewer". So moved.

7 TRUSTEE ROBINS: I'll second that.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Opposed?

13 All in favor of the amended resolution?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: The amendment is carried.

22 All in favor of the resolution as a whole?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBINS: Was that me?

7 MAYOR HUBBARD: Yes, that's you.

8 TRUSTEE ROBINS: *RESOLUTION #09-2021-7,*
9 *RESOLUTION approving attached Change Order #1 in*
10 *the amount of \$3,500.00 from Merrick Utility*
11 *Associates, Inc. for the removal of a 24-foot*
12 *tall pine tree in conflict with the work area at*
13 *the sanitary sewer central pump station*
14 *replacement site, and authorizing Mayor Hubbard*
15 *to sign the Change Order #1 from Merrick Utility*
16 *Associates, Inc. So moved.*

17 TRUSTEE CLARKE: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE CLARKE: *RESOLUTION #09-2021-8,*
3 *Approving the attached contract between the*
4 *Village of Greenport and DeAl Concrete Corp for*
5 *the replacement of selected handicap accessible*
6 *ramps, sidewalks, curbs and driveway aprons, in*
7 *the total amount of \$485,000 -- 483 -- let me try*
8 *that again. In the total amount of \$485,483.02;*
9 *in accordance with current Suffolk County*
10 *Contract prices, and authorizing Mayor Hubbard to*
11 *sign the contract between the Village of*
12 *Greenport and DeAl Concrete Corp., on behalf of*
13 *the Village of Greenport. So moved.*

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: *RESOLUTION #09-2021-9,*
25 *RESOLUTION approving the attached contract*

1 *between the Village of Greenport and Corazzini*
2 *Asphalt, Incorporated for the repaving of*
3 *specified Village streets, in the total amount of*
4 *\$400,925.00, in accordance with the current Town*
5 *of Southold Contract prices, and authorizing*
6 *Mayor Hubbard to sign the contract between the*
7 *Village of Greenport and Corazzini Asphalt,*
8 *Incorporated, on behalf of the Village of*
9 *Greenport. So moved.*

10 TRUSTEE PHILLIPS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE PHILLIPS: *RESOLUTION #09-2021-10,*
21 *RESOLUTION approving the agreement between*
22 *Munistat Services Inc. and the Village of*
23 *Greenport with respect to the Annual Information*
24 *Statement as required by the U.S. Securities and*
25 *Exchange Commission, at a cost of \$3,500.00, to*

1 *be expensed proportionately from the General,*
2 *Water, Electric and Sewer funds; and further*
3 *authorizing Mayor Hubbard to sign the agreement*
4 *with Munistat on behalf of the Village of*
5 *Greenport. So moved.*

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #09-2021-11,*
17 *RESOLUTION ratifying the hiring of John Atticus*
18 *Generosa as a seasonal part-time Dockhand at the*
19 *Village of Greenport Mitchell Park Marina, at an*
20 *hourly pay rate of \$15.00 per hour, effective*
21 *September 11th, 2021. So moved.*

22 TRUSTEE CLARKE: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE CLARKE: *RESOLUTION #09-2021-12,*
8 *Authorizing the attendance of any interested*
9 *Trustee, Village employee, Planning Board member*
10 *or Zoning Board member at the Suffolk County*
11 *Village Officials Association Municipal Training*
12 *from 5:30 p.m. through 9:30 p.m. in Melville,*
13 *New York on October 13, at a cost of \$65.00 per*
14 *person plus applicable gas and mileage expenses*
15 *reimbursable through the official Village of*
16 *Greenport Travel Policy, to be expensed from the*
17 *corresponding account number. So moved.*

18 TRUSTEE MARTILOTTA: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #09-2021-13,*
4 *RESOLUTION rejecting all bids as received for two*
5 *(2) 2021 (or newer) Ford Ranger XL Supercab*
6 *4-wheel drive pick-up trucks (or equivalent), per*
7 *the bid opening on September 10th, 2021 and*
8 *directing Clerk Pirillo to re-notice a bid for*
9 *two (2) 2018 (or newer) Ford Ranger XL Supercab*
10 *4-wheel drive pick-up trucks (or equivalent). So*
11 *moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: *RESOLUTION #09-2021-14,*
23 *RESOLUTION approving the Public Assembly Permit*
24 *Application submitted by the Greenport High*
25 *School to close the vehicular traffic, and*

1 *utilize, the Village-owned streets along the*
2 *parade-route from the IGA Supermarket to the High*
3 *School, for the annual Homecoming Parade from*
4 *4:30 p.m. through 6:00 p.m. on October 22nd,*
5 *2021; and waiving the \$50.00 permit fee*
6 *associated with this Public Assembly Permit*
7 *Application. So moved.*

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBINS: *RESOLUTION #09-2021-15,*
19 *RESOLUTION approving the closing of North Street*
20 *from First Street to Main Street, and Front*
21 *Street from Main Street to the Carousel, from*
22 *9:30 a.m. through 11:30 a.m. on October 30th,*
23 *2021 for the Village-sponsored Halloween Parade,*
24 *in collaboration with the Business Improvement*
25 *District. So moved.*

1 TRUSTEE CLARKE: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE CLARKE: *RESOLUTION #09-2021-16,*
12 *Rejecting all bids as received for the purchase*
13 *of the surplus John Deere tractor with Product*
14 *dentification Number CH08500S019671, per the bid*
15 *opening on September 8th, 2021 and directing*
16 *Clerk Pirillo to re-notice the solicitation of*
17 *bids accordingly. So moved.*

18 TRUSTEE MARTILOTTA: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #09-2021-17,*
4 *RESOLUTION accepting the proposal submitted by*
5 *the Firehouse Training Plus + and to try -- say*
6 *again -- Firehouse Training Plus + to continue*
7 *the provision of services regarding required*
8 *annual Fire Department trainings and*
9 *training-related services through December 31st,*
10 *2022 at a total annual cost of \$10,500 for the*
11 *2022 year. So moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARK: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: Oh, my, I would get this
23 one. *RESOLUTION #09-2021-18, RESOLUTION*
24 *approving the attached Declaration of Covenants*
25 *and Restrictions for declarant 123 Sterling*

1 *Avenue, LLC represented by Paul Pawlowski; and*
2 *authorizing the issuance of a Certificate of*
3 *Occupancy for the building at 123 Sterling*
4 *Avenue, Greenport, New York, 11944 following*
5 *proper execution of the Declaration in the*
6 *Suffolk County Clerk's Office, and upon the*
7 *proper and required inspections and*
8 *certifications. So moved.*

9 TRUSTEE ROBINS: Second.

10 MAYOR HUBBARD: Second. Any discussion?

11 TRUSTEE PHILLIPS: I move that to -- we
12 table this resolution.

13 TRUSTEE ROBINS: I second that.

14 MAYOR HUBBARD: Okay, table. Any further
15 discussion?

16 (No Response)

17 MAYOR HUBBARD: Any further discussion on
18 it? What are we tabling it for, until when, or
19 what's --

20 TRUSTEE MARTILOTTA: That was my question.

21 TRUSTEE PHILLIPS: Go ahead.

22 TRUSTEE ROBINS: No. We need to have more
23 discussion on this. This is not what I thought
24 this resolution and what these covenants were
25 going to reflect.

1 I think that Tricia Hammes spoke very well
2 to exactly what I'm thinking. I had always asked
3 that these units be continued as affordable in
4 perpetuity, and that we as a Board have never had
5 a conversation about how to achieve this prior to
6 granting this Certificate of Occupancy.

7 I do think that there was a conditional
8 approval for this waterfront property with what I
9 thought was always an agreement that we were
10 going to provide some affordable housing. And
11 the way this is written right now, there's no way
12 that that's being addressed, and I can't support
13 it, I can't vote for it right now. We can have
14 further discussions of it as a Board, which I
15 don't think we really have adequately gone into,
16 but I can't vote for it tonight.

17 TRUSTEE PHILLIPS: Mr. Mayor, when this
18 agreement was made back in 2007 in the
19 discussions, the Boards that were acting on it at
20 the time came up with the concession of
21 relinquishing a portion of this property that
22 was -- is originally was the waterfront
23 commercial zone. It was with great
24 disappointment on my part that it took place, but
25 because the neighborhood and there were

1 agreements that took place with it, we gave up
2 a lot.

3 And in reviewing the modifications, as
4 Mr. Saladino has very well put, there have been
5 modifications to the plans that decreased the
6 amount of commercial, waterfront commercial.
7 The Planning Board's decision, upon tying the
8 waterfront -- the waterfront usage with the 12
9 units to the property owners kind of waters down,
10 again, the waterfront commercial zoning.

11 I also -- in this agreement, it says, "The
12 Village shall work with 123 Sterling to draft
13 such other restrictions as may be necessary to
14 support the foregoing restrictions." I don't
15 think our agreement meets that.

16 There is some question on some of the --
17 what was presented to the new property owners,
18 but they bought the property knowing that there
19 was stipulation. It was -- and the community
20 understood that we gave up some of our waterfront
21 commercial for that property.

22 I'm sorry, I can't vote for it, I don't
23 agree with what's written.

24 MAYOR HUBBARD: Okay. Any other
25 discussion?

1 TRUSTEE CLARKE: I concur with my fellow
2 Trustees. I don't recall a Board discussion on
3 this specifically. There were several
4 recommendations made out of mediation that would
5 have further enhanced this that were not adopted,
6 and I think it's our responsibility to require at
7 least a tighter income check, rather than just a
8 residency check.

9 It was recommended that we increase the
10 flip tax. It was recommended that we extend the
11 period of time for the flip tax to five years,
12 not two. I supported all of those.

13 I heard that you mentioned that we had a
14 Board conversation on this. I'm sorry that I
15 don't recall it. And I would like to have a
16 conversation with the Village Attorney, and with
17 the Administrator, and the Mayor, and the
18 Trustees in executive session on this before I
19 could vote for anything.

20 MAYOR HUBBARD: Okay. We had an executive
21 session at the July work session, we discussed
22 this. It was talked about with the covenants and
23 stuff that we talked with the Village Attorney
24 and the Village Administrator at that, that was a
25 legal meeting. To request an executive session

1 just for this topic, it does not fit the
2 guidelines of New York State, so we cannot do
3 that.

4 If you want to table this, we can make this
5 a discussion item for the work session, and
6 everybody come prepared for the work session to
7 have an open discussion, but this can't be done
8 behind closed doors.

9 TRUSTEE PHILLIPS: That's fine.

10 TRUSTEE ROBINS: That's fine.

11 TRUSTEE PHILLIPS: That's fine.

12 MAYOR HUBBARD: Any other discussion on the
13 motion?

14 ATTORNEY PROKOP: I just want to point out,
15 when the -- when the -- with the prior -- the
16 Executive session that you're referring to, at
17 that time, there was still litigation pending
18 regarding this property, so it was a different
19 situation from there.

20 MAYOR HUBBARD: Right, that litigation has
21 been settled.

22 ATTORNEY PROKOP: Yes.

23 MAYOR HUBBARD: So we're no longer under
24 that, so we can't use that --

25 TRUSTEE PHILLIPS: Okay, that's fine.

1 MAYOR HUBBARD: -- as a reason to go and
2 do it.

3 TRUSTEE PHILLIPS: That's fine. I have no
4 qualms publicly saying what I want, how I feel
5 about this.

6 MAYOR HUBBARD: Okay. All in favor of
7 tabling the motion?

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE CLARKE: Aye.

11 MAYOR HUBBARD: Opposed? I am opposed.

12 TRUSTEE MARTILOTTA: Opposed.

13 MAYOR HUBBARD: Three to two, it passes.
14 The motion is tabled until the work session.
15 We'll have a public discussion on this topic.

16 Okay. Trustee Robins?

17 TRUSTEE ROBINS: *RESOLUTION #09-2021-19,*
18 *RESOLUTION approving all checks for Fiscal Year*
19 *2020/2021 per the Voucher Summary Report dated*
20 *September 17th, 2021, in the total amount of*
21 *\$1,837.33 consisting of:*

22 o *All regular checks in the amount of*
23 *\$1,837.33. So moved.*

24 TRUSTEE CLARKE: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARK: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE CLARKE: *RESOLUTION #09-2021-20,*
10 *Approving all checks for the Fiscal Year*
11 *2021/2022 per the Voucher Summary Report dated*
12 *September 17th, 2021 in the total amount of*
13 *\$861,048.00 consisting of:*

14 *o All regular checks in the amount of*
15 *\$832,837.09, and*

16 *o All prepaid checks (including wire*
17 *transfers) in the amount of \$28,210.91.*

18 So moved.

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 Okay. That completes our agenda. I'll
5 offer a motion to adjourn at 7:49.

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 Thank you for coming.

17 (The Meeting was Adjourned at 7:49 p.m.)

18

19

20

21

22

23

24

25

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,



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

- a) **Recipient Name:** Village of Greenport (the “Recipient”)
- b) **Contact Information:** Paul J. Pallas, P.E.

236 3rd Street
Greenport, NY 11944
Phone: 631-477-0248
E-mail: pjpallas@greenportvillage.org
- c) **Project Location(s):** Beach Road, Manhasset Avenue, Manor Place
Greenport, NY 11944
- New York State Empire Zone:** N/A
- d) **Type of Business:** Municipality – Incorporated Village
- e) **Number of Full-time, Permanent Employees at all NYS Locations as of Today’s Date:** N/A
- f) **Number of Full-time, Permanent Employees at Project Location(s) as of Today’s Date:** N/A
- g) **Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today’s Date:** 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
Total Estimated Cost:	\$1,959,079

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.

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.



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.

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 10th 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 10th 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

- 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. 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;
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, 35th 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 10th 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 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

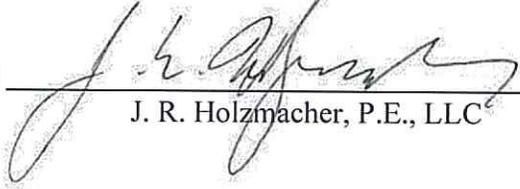
a) Total Increase in Construction Cost \$ 3,500.00

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

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



DeAI 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 JOB: NORTHSIDE OF KAPLAN AVENUE FROM 3RD ST. TO MADISON AVENUE	\$131,729.84
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

Total	\$131,729.84
--------------	---------------------

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: 6th Avenue; Project 2: Kaplan Avenue from Madison Street to Third Street; Project 3: Wiggins Street from 6th Avenue to the Ferry, and Project 4: 4th 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: _____

ACKNOWLEDGEMENT OF CORAZZINI ASPHALT INC.

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 OF GREENPORT

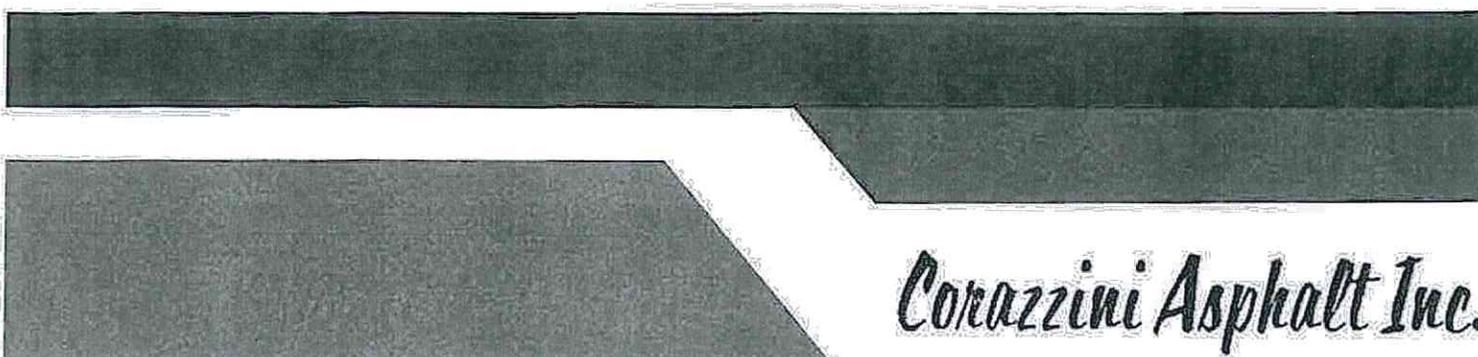
STATE OF NEW YORK

COUNTY OF SUFFOLK

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



Corazzini Asphalt Inc.

DATE: September 14, 2021

ESTIMATED QUANTITIES

**Village of Greenport
Bill Schulz**

Project: Pave – various roads

6th Avenue – Village Line

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

Madison Ave. to Third St.

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

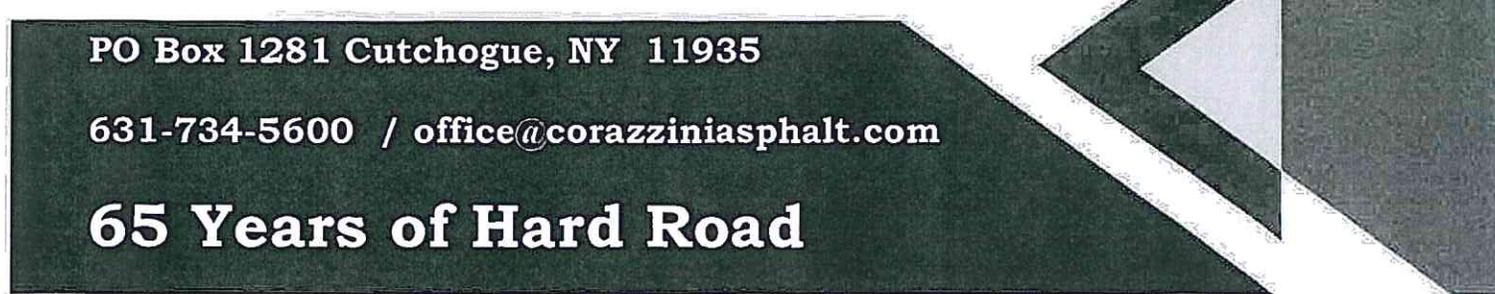
Wiggins – 6th St. to Ferry

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

4TH Street - (Entire Length)

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

Contract: Town of Southold - Resolution #2021-512



PO Box 1281 Cutchogue, NY 11935

631-734-5600 / office@corazziniasphalt.com

65 Years of Hard Road

NEW YORK OFFICE
631.331.8888



CONNECTICUT OFFICE
860.227.8701
860.490.7217

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 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) 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. Munistar 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.

Munistar 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 3rd 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,

John R. Bancroft

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";

WITNESSETH:

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

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