



**May 26, 2022 at 7:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**ANNOUNCEMENTS**

Thank you to Karen Doherty, a devoted and hardworking Historic Preservation Commission Chairperson, for her invaluable time and effort in that capacity.

Thank you to Lori Mei, a valuable and thoughtful member of the Historic Preservation Commission, for her diligent efforts and time served in that capacity.

Jane Ratsey-Williams has been appointed as the Chair of the Historic Preservation Commission, effective May 24, 2022.

Janice Claudio has been appointed as a member of the Historic Preservation Commission, effective May 24, 2022.

Village Hall will be closed on May 30, 2022 in observance of Memorial Day.

The annual Memorial Day Parade will be held in Greenport this year, and will commence at 10 a.m. on May 30, 2022.

The Greenport Band will play every Friday at 7:30 p.m. in Mitchell Park for the 2022 season, beginning on July 1, 2022 and ending on September 2, 2022.

**PUBLIC HEARINGS**

A public hearing regarding a proposed local law creating Section 150-30.2 regarding curb cuts within the Village of Greenport and amending Section 115-13J of the Greenport Village Code

A public hearing regarding a proposed local law amending Section 150-12(C) and amending Sections 150-12(A), 150-16(A)(1) and 150-16(G) to amend the parking regulations of the Greenport Village Code

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

236 Third Street  
Greenport NY  
11944

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

**MAYOR**

GEORGE W. HUBBARD,  
JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**

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

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 05-2022-1**

RESOLUTION adopting the May, 2022 agenda as printed.

**RESOLUTION # 05-2022-2**

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

**RESOLUTION # 05-2022-3**

RESOLUTION ratifying the following two resolutions previously approved by the Board of Trustees at the Trustees' Work Session meeting held on May 19, 2022:

RESOLUTION approving the attached SEQRA resolution regarding the project detailed in the application by The Friends of Mitchell Park for Round 20 of the Suffolk County Downtown Revitalization Grant for the renovation of the public restrooms in Mitchell Park, adopting lead agency status, determining the renovation of the public restrooms to be an Unlisted Action for purposes of SEQRA, and that the restoration of the public restrooms will not have a significant negative impact on the environment, and adopting a negative declaration for purposes of SEQRA; and

RESOLUTION approving the attached resolution supporting the application by The Friends of Mitchell Park for Round 20 of the Suffolk County Downtown Revitalization Grant for the renovation of the public restrooms in Mitchell Park, approving an Inter-Municipal Agreement between The Village of Greenport and Suffolk County, and executing an easement.

**FIRE DEPARTMENT****RESOLUTION # 05-2022-4**

RESOLUTION approving the application for membership of Joseph F. Holmes, Jr. to the Star Hose Company # 3 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on May 18, 2022.



**VILLAGE ADMINISTRATOR****RESOLUTION # 05-2022-5**

RESOLUTION approving an increase in the hourly wage rate of Anthony Yasso, from \$ 16.48 per hour to \$ 18.00 per hour effective May 4, 2022, owing to a revision of the employee's Civil Service title from Groundskeeper I (in the Road Department) to Maintenance Mechanic II (in the Electric Department), which was an advertised open position in the Village of Greenport.

**RESOLUTION # 05-2022-6**

RESOLUTION approving the attached quotation submitted by DeAl Concrete Corporation for the construction of curbs and sidewalks on portions of Third Street and portions of Fourth Avenue, in the total amount of \$ 101,157.80, to be expensed from account H.5110.200 (Road Construction), with reimbursement of the total amount of \$ 101,157.80 by the County of Suffolk Community Development, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DeAl Concrete Corporation.

**RESOLUTION # 05-2022-7**

RESOLUTION approving attached Change Order # 3 from GTX Construction Associates Corp. in the total amount of \$ 5,300.00 for additional labor and materials required for the Fifth Street Restrooms Rehabilitation Project.

**RESOLUTION # 05-2022-8**

RESOLUTION approving the attached Access Agreement between the Village of Greenport and Higgins Marine allowing Higgins Marine to use a portion of the Village of Greenport-owned property at Clark's Beach, to allow access to adjacent properties for the temporary staging and storage of materials to be used for the building of a revetment on adjacent private property, and authorizing Mayor Hubbard to sign the Access Agreement between the Village of Greenport and Higgins Marine.

**RESOLUTION # 05-2022-9**

RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and North Road Hotel LLC (Sunset Motel) and authorizing Mayor Hubbard to sign the Sanitary Sewage Agreement between the Village of Greenport and North Road Hotel LLC.

**RESOLUTION # 05-2022-10**

RESOLUTION approving an increase in the hourly wage rate for Richard Albanese, from \$ 24.89 per hour to \$ 30.00 per hour, effective June 1, 2022 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 05-2022-11**

RESOLUTION approving an increase in the hourly wage rate for Bernardo Bolanos, from \$ 25.75 per hour to \$ 30.00 per hour, effective June 1, 2022 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**VILLAGE TREASURER****RESOLUTION # 05-2022-12**

RESOLUTION approving the attached Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc. for municipal financial advisory services, in the amount of \$ 3,500.00, to be expensed from account A.1325.433 (Bond Counsel/ Financial Advisor), and authorizing Mayor Hubbard to sign the Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc.

**RESOLUTION # 05-2022-13**

RESOLUTION authorizing Mayor Hubbard to sign the attached Engagement Letter between the Village of Greenport and the Village of Greenport audit firm of Cullen & Danowski, per Resolution # 12-2020-8.

**VILLAGE CLERK****RESOLUTION # 05-2022-14**

RESOLUTION approving the Public Assembly Permit Application submitted by the Southold Town Police Department and Paul Drum Life Experience Project for the use of a portion of Mitchell Park from 10:00 a.m. through 12:00 noon on August 4, 2022 for a Police Festival, with the application fee for this event to be waived.

**RESOLUTION # 05-2022-15**

RESOLUTION authorizing Mayor Hubbard to sign the attached Letter of Support to the New York State Department of Environmental Conservation for the permit modification of the Widow's Hole Preserve Restoration Project to be undertaken by the Peconic Land Trust.

**RESOLUTION # 05-2022-16**

RESOLUTION accepting the Annual MS4 Report for the period ending March 9, 2022 and authorizing Village Administrator Pallas to sign the Certification Statement in the accepted MS4 Report.



**RESOLUTION # 05-2022-17**

RESOLUTION approving the "Guidelines for Applications to the Historic Preservation Commission for a Certificate of Appropriateness for Buildings in the Greenport Historic District (as of November 2021)" as recommended to the Village of Greenport Board of Trustees by the Village of Greenport Historic Preservation Commission.

**RESOLUTION # 05-2022-18**

RESOLUTION awarding the contract for the replacement of batteries and battery racks at the Village of Greenport Power Plant to Haugland Energy LLC – the sole bidder – at a total cost of \$ 44,800.00, per the bid opening on February 7, 2022 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Haugland Energy LLC.

**RESOLUTION # 05-2022-19**

RESOLUTION awarding the contract for engineering design services for modifications to the Third Street Fire Station building and the "annex building" at the Third Street Fire Station to Sendlewski Architects PC – the lowest bidder – at a total cost of \$ 45,200.00, per the bid opening on March 31, 2022 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Sendlewski Architects PC.

**RESOLUTION # 05-2022-20**

RESOLUTION scheduling a public hearing for 7:00 p.m. on June 23, 2022 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp. on behalf of Nathaniel and Emily Ewing for the property located at 230 Fourth Street, Greenport, New York, 11944 to: remove the existing wood ramp leading to the existing fixed dock, elevate the existing 5' x 85' fixed dock approximately 16", re-deck the dock using 5/4" x 6" untreated lumber, extend the fixed dock by 24', install a 3' x 16' ramp leading to an 8' x 24' floating dock secured in-place by three 10" diameter mooring pilings, remove the existing 42" x 24' ramp and 6' x 20' floating dock, construct a new 166' +/- low sill bulkhead in front of remains of existing 106' steel bulkhead, reclaim approximately 30 cubic yards of fill within a 10' x 30' area to a depth of - 4.0', with dredge spoil to be used to fill void between old and new bulkhead sheathing, remove remnants of old steel sheathing in one area only; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2022-21**

RESOLUTION scheduling a public hearing for 7:00 p.m. on June 23, 2022 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Cole Environmental Services on behalf of Paula Casey for the property located at 20 Beach Street (aka Sandy Beach Road), Greenport, New York, 11944 to construct an 8' x 12.25' raised deck leading to a 4' x 89' catwalk 4.5' above grade with open grate decking, leading to a 3' x 14' ramp and 6' x 16' float, with the existing bulkhead to be removed and replaced, and the 10' return on the northwestern side to be realigned on the property line; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2022-22**

RESOLUTION accepting the resignation of Inessa Bittner as an Account Clerk for the Village of Greenport, effective May 23, 2022; per the resignation letter dated May 10, 2022.

**RESOLUTION # 05-2022-23**

RESOLUTION hiring Camryn Sara Trant as a part-time seasonal Camp Counselor, at an hourly wage rate of \$15.00 per hour, effective June 1, 2022.

**RESOLUTION # 05-2022-24**

RESOLUTION hiring David Malcolm Mallin-Latney as a part-time seasonal Camp Counselor, at an hourly wage rate of \$15.00 per hour, effective June 1, 2022.

**RESOLUTION # 05-2022-25**

RESOLUTION hiring Aidan Charles Harper as a part-time seasonal Carousel employee at an hourly wage rate of \$15.00 per hour, effective June 1, 2022.

**RESOLUTION # 05-2022-26**

RESOLUTION ratifying the hiring of Christopher Mathew Malinowski as a part-time seasonal Carousel employee at an hourly wage rate of \$15.00 per hour, effective April 30, 2022.

**RESOLUTION # 05-2022-27**

RESOLUTION ratifying the hiring of Andrea Malinowski as a part-time seasonal Carousel and Marina Office employee at an hourly wage rate of \$15.00 per hour, effective May 14, 2022.

**RESOLUTION # 05-2022-28**

RESOLUTION hiring Jay Tramontana as a part-time seasonal lifeguard at the Fifth Street Beach at an hourly wage rate of \$20.00 per hour, effective June 25, 2022.



**RESOLUTION # 05-2022-29**

RESOLUTION hiring Christina LaPera as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage rate of \$20.00 per hour, effective June 25, 2022.

**RESOLUTION # 05-2022-30**

RESOLUTION hiring Abigail Kunz as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage rate of \$20.00 per hour, effective June 25, 2022.

**RESOLUTION # 05-2022-31**

RESOLUTION hiring Juan Diaz as a part-time seasonal Park Attendant for the Mitchell Park Marina at an hourly wage rate of \$ 20.00 per hour, effective May 28, 2022.

**VILLAGE ATTORNEY****RESOLUTION # 05-2022-32**

RESOLUTION scheduling a joint meeting with the Town of Southold Town Council for June 14, 2022 at 9:00 a.m. at Southold Town Hall, 53095 Main Road, Southold, NY 11971.

**VOUCHER SUMMARY****RESOLUTION # 05-2022-33**

RESOLUTION approving all checks per the Voucher Summary Report dated May 23, 2022, in the total amount of \$1,033,978.39 consisting of:

- o All regular checks in the amount of \$953,636.35, and
- o All prepaid checks (including wire transfers) in the amount of \$80,342.04.

February 10, 2022

LOCAL LAW NO.    OF THE YEAR 2022  
A LOCAL LAW CREATING SECTION 150-30.2  
REGARDING CURB CUTS AND AMENDING  
SECTION 115-13J  
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE  
OF GREENPORT AS FOLLOWS:

- Section 1.0 Title, Enactment, Effective Date,  
Purpose and Intent.
- 1.1 Title of Local Law
  - 1.2 Enactment.
  - 1.3 Effective Date.
  - 1.4 Purpose and Intent of Local Law.
- 2.0 General Provisions.
- 2.1 Creating Section 150-30.2.
  - 2.1 Amendment of Section 115-13J.
- 3.0 Severability.
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2022 Creating Section 150-30.2  
Curb Cuts and Amending Section 115-13J of the Greenport Village Code”.

- 1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State  
of New York, the Incorporated Village of Greenport, County of Suffolk and State of  
New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of



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Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of the State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create and orderly process for the creation or modification of curb cuts in the Village of Greenport.

**2.0 General Provisions.**

**2.1 Creation of Section 150-30.2**

Section 150-30.2 of the Greenport Village Code is hereby created to read as follows:

“150-30.2 Curb Cuts, Aprons Rules & Regulations

150-30.2(A); Permit Required for Curb Cuts

A person shall not, either at their own expense or on behalf of another person, make, construct or reconstruct, locate or relocate, relay or repair a driveway or curb cut abutting a Village street without first obtaining a Curb Cut Permit to be issued by the Village of Greenport Code Enforcement Official, or other village employee so designated by the Village Administrator, after approval of the permit application by the Greenport Village Planning Board.

150-30.2(B) Construction Specifications

All curb cuts and driveways shall be constructed as detailed in the plan and specifications included with the application that is approved by the Village.

150-30.2(C) Materials for Curb Cuts & Aprons

All aprons and curbs cuts must be constructed in concrete.

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150-30.2(D) Application for Curb Cut Permit

Each application for a permit shall be signed and acknowledged by the applicant and shall set forth a fully dimensioned site plan showing the existing and proposed driveways, curbs, and sidewalks of the subject property and for the properties located on each side of the subject property. The applicant may only be the owner of the property or a person employed or contracted by the owner with written authorization signed by the owner with the owner's signature notarized.

Section 150-30.2(E) Planning Board Review

The Planning Board shall review each application and shall approve the issuance of such permit upon compliance by the applicant with the provisions of the Village Code provided and if the Village Planning Board shall determine that:

1. The proposed driveway entrance or curb cut will not interfere with the orderly and reasonable use of the adjacent properties or the properties across the street from the subject properties.
2. The proposed driveway entrance or curb cut will not create undue interference with vehicular traffic in the adjoining roadway.
3. The proposed curb cut and driveway entrance or curb cut will not adversely affect the health, safety, welfare, comfort, or convenience of the inhabitants of the town.
4. Any other condition considered relevant by the Planning Board.
5. The issuance of a permit as provided herein does not constitute a waiver of any requirements respecting the subject property which may exist pursuant to statute, local law, or ordinance.



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150-30.2(F) Fees

A. For a residential or noncommercial curb cut permit, the application fee shall be \$55 for each single-car-width driveway (10 foot maximum) or \$75 for each double-car width driveway (greater than 10 foot width, with an 18 foot maximum). For a commercial permit, the application fee for each commercial-use driveway shall be \$300. See Section 150-30.2(H) for commercial specifications.

Section 150-30.2(F) Driveway / Curb Cut Specifications Residential

Each curb cut and driveway for noncommercial use constructed under a permit issued pursuant to this chapter shall be constructed in accordance with the following specifications:

1. Curb cuts for dwellings shall be no greater than 10 feet for one-car access at the curb line.
2. Curb cuts for dwellings shall be no greater than 18 feet for two-car access at the curb line.
3. For a corner property, the minimum distance permitted between any curb cut and the property line forming the adjoining street extended to the curb line shall be 25 feet.
4. A minimum distance of three feet from the side property lines shall be maintained at the curb line for all curb cuts.
5. Curb cuts for connected or U-shaped driveways shall comply with the following requirements:
  - a. Curb cuts for purposes of connected or U-shaped driveways shall require not less than 50 linear feet minimum frontage on a street or highway.
  - b. Each connected or U-shaped driveway permitted under this subsection

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shall consist of either two ten-foot curb cuts, or one ten-foot curb cut and one eighteen-foot curb cut.

- c. A minimum of 18 feet shall be required between curb cuts.

Section 150-30.2(G) Adjusting Existing Curb Cuts

An existing curb cut may be supplemented by not more than one additional single-width ten-foot curb cut, provided that the proposed additional curb cut be located not less than 18 feet from the existing curb cut at the curb line, and the application otherwise meets all other requirements. An existing 10-foot curb cut for an attached garage may be widened to an 18-foot curb cut when the application otherwise meets all other requirements herein.

Section 150-30.2(H) Commercial Driveway & Curb Cut Specifications

Each curb cut and driveway for commercial use constructed under a permit issued shall be constructed in accordance with the following additional specifications:

1. Normal curb cuts for commercial use shall be not greater than 25 feet at the curb line.
2. For a corner property, the minimum distance permitted between any commercial-use curb cut and the property line forming the adjoining street extended to the curb line shall be 10 feet.
3. A minimum distance of 5 feet from side property lines shall be maintained at the curb line for all commercial-use curb cuts.
4. Commercial-use curb cuts may be supplemented by additional commercial-use curb cuts, provided that all such curb cuts are not less than 25 feet one from the other at the curb line, and the application otherwise meets all other requirements.



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Section 150-30.2(I) Failure to Complete Permit Requirements

Each permit shall authorize the Village of Greenport to complete the repair, construction, or reconstruction of driveway entrances and curb cuts whenever the Village finds reasonable cause to conclude that the applicant fails, refuses, or neglects to complete such repair, construction, or reconstruction. The Village shall be reimbursed for the cost of such repair, construction, or reconstruction by assessment against, and collection from, the lots or parcels of land where such work was performed or services rendered for so much of the actual and complete costs as incurred upon and from each lot or lots.”

**2.2 Amendment of Section 115-13J**

Section 115-13J of the Greenport Village Code shall be amended to read as follows:

“115-13J; Curb cuts and driveway openings.

Any curb cut or driveway opening proposed in the Village of Greenport onto a street owned by the Village of Greenport will be considered a road opening and will be granted only upon the approval of the Greenport Village Planning Board and the Code Enforcement Official of the Village of Greenport as provided in section 150-30.2. Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the Village Clerk.”

**3.0 Severability**

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

Draft Local Law for Parking  
May 4, 2022

LOCAL LAW NO.    OF THE YEAR 2022  
A LOCAL LAW AMENDING SECTIONS 150-12(C),  
150-16(A)(1), AND 150-16(G) AND DELETING SECTION 150-12A2  
OF THE GREENPORT VILLAGE CODE  
TO AMEND THE PARKING REGULATIONS  
OF THE VILLAGE OF GREENPORT

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE  
OF GREENPORT AS FOLLOWS:

Section 1.0 Title, Enactment, Effective Date,  
Purpose and Intent.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Amendment to Section 150-12(C).

2.1 Amendment of Section 150-16 (create 150-16(A)(1)).

2.2 Deletion of Section 150-16(A)(2)

2.2 Amendment of Section 150-16(G).

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2022 Deleting Section  
150-12(C) and Amending Section 150-16 (create 150-16(A)(1), and 150-16(G) and deleting  
Section 150-16(A)(2) to amend the parking regulations of the Village of Greenport.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to address the shortage of parking in the Village of Greenport.

**2.0 General Provisions.**

**2.1 Amendment of Section 150-12(C)**

Section 150-12(C) of the Greenport Village Code is hereby amended to read as follows:

“Where the person or entity owning or occupying a premises or a portion of a premises in the CR or WC Districts in the Village of Greenport changes, or the same person or entity owning or occupying a premises makes a change in the use or the intensity or volume of the use, or there is a physical alteration or expansion of the premises, the off-street parking requirement for the use of the premises shall not be increased unless there is either (1) a change in the nature of the use of the premises or (2) an expansion or increase in the volume or intensity of the use of the premises resulting in an increase in the off premises parking requirement for the premises of at least twenty percent (20%), whereupon the person or entity owning or occupying the premises the premises shall



be required to provide off-street parking for the full amount by which the off-street parking requirement for the premises or portion of the premises has increased.

## **2.2 Amendment of Section 150-16**

The first paragraph only of Section 150-16 shall be amended to read as follows:

“§ 150-16(A)(1)

Parking and loading regulations.

A. Off-street parking requirements. Off-street parking spaces, open or enclosed, are permitted accessory to any use, subject to the following provisions:

(1) Schedule of parking requirements. Accessory off-street parking spaces, open or enclosed, shall be provided for any use as specified below. Any land which is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these parking regulations. Reasonable and appropriate off-street parking requirements for structures and uses which do not fall within the categories listed below shall be determined by the Planning Board upon consideration of all factors entering into the parking needs of each such use. Upon a showing to the Planning Board by the owner of a property of a reduced need for parking on a site or property as required by this Section, the Planning Board may grant a reduction of up to ten percent (10%) of the parking required for a particular use based on a showing that the particular circumstances of a property and the use to be made of that property require less parking than that required by this Chapter.

## **2.3 Deletion and Removal of Section 150-16A(2)**

Section 150-16A(2) of the Greenport Village Code shall be deleted and removed and Section number 150-16A(2) shall be reserved for future use.

## **2.4 Amendment of Section 150-16(G) of the Greenport Village Code.**

Section 150-16(G) of the Greenport Village Code shall be amended to read as follows:

“G. (1) The Planning Board may when it deems it to be in the best interest of the Village, require an owner to deposit a cash payment in lieu of any parking requirements set forth in this section or § 150-12, but not to exceed a waiver of more than 50 % of the required parking spaces or 20 required parking spaces, whichever results in a lesser waiver of required parking spaces. The amount to be paid shall be; (A) \$1,000 per parking space required but not provided if the number of spaces required but not provided is ten or less spaces; (B) \$2,500 per parking space required but not provided if the number of spaces required but not provided is more than 10 spaces but not more than 30 spaces; and (C) \$5,000 for each space required but not provided if the number of spaces that is required but not provided is greater than 30 spaces. Said funds will be deposited and maintained by the Village in a special fund and used by the Village for the construction, acquisition or maintenance of public parking facilities.

(2) Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the Village Clerk.”

### **3.0 Severability**

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING  
THE PROJECT DETAILED IN THE APPLICATION BY THE FRIENDS  
OF MITCHELL PARK FOR ROUND 20 OF THE SUFFOLK COUNTY  
DOWNTOWN REVITALIZATION GRANT FOR THE RESTORATION  
OF THE PUBLIC RESTROOMS IN MITCHELL PARK

WHEREAS the Friends of Mitchell Park of the Village of Greenport has applied for grant funding from Suffolk County for the proposed restoration of the public restrooms in Mitchell Park and is proposing the commencement of this project, and:

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Board of Trustees of the Village of Greenport in its consideration and possible action on the proposed restoration of the public restrooms in Mitchell Park with regard to SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the proposed restoration of the public restrooms in Mitchell Park is considered an Unlisted Action for purposes of SEQRA,

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality,



ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant or does not involve two or more related actions each of which is not significant but when reviewed together are significant, and that it is therefore;

Resolved that a Negative Declaration is hereby adopted for purposes of SEQRA.

## **Downtown Revitalization Program Resolution re: Village-Owned Land**

WHEREAS, the Village of Greenport is always desirous to improve the economy and quality of life within the Village of Greenport; and

WHEREAS, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

WHEREAS, as part of the application process in conformity with Suffolk County Resolution No. 808-1998, the County of Suffolk requires a resolution of the Village of Greenport Board of Trustees showing local support for the proposed project; and

WHEREAS, upon the County's approval of the project, the Village of Greenport would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Village of Greenport would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

WHEREAS, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project; and

WHEREAS, the Friends of Mitchell Park is desirous of proposing that the Village of Greenport participate in such program in connection with the restoration of the public restrooms in Mitchell Park and the Village will be applying for \$ 30,000.00 under the program;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Greenport hereby states its support of the restoration of the public restrooms in Mitchell Park project proposed by the Friends of Mitchell Park pursuant to the Suffolk County Downtown Revitalization Program through the Village of Greenport; and be it further

RESOLVED, that the Village Board of the Village of Greenport authorizes the Mayor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Village Attorney, to participate in the above-referenced program.



# DeAl Concrete Corp.

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

## Estimate

Estimate No: 660  
Date: 05/10/2022

For: VILLAGE OF GREENPORT

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #ADA-090519 JOB: THIRD ST. & FOURTH ST & SOUTH AVE AROUND THE FIRE HOUSE EXCLUDING WHERE THERE ISN'T SIDEWALK EXISTING ON FOURTH ST.	\$101,157.80
ITEM 203.02 UNCL. EXCAVATION 90CY X 130.00= \$11,700.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 50CY X 750.00= \$37,500.00	
ITEM 610.1402 TOPSOIL 60CY X 65.00= \$3,900.00	
ITEM 610.1601 TURF ESTABLISHMENT 540SY X 6.99= \$3,240.00	
ITEM 304.10119917 SUBBASE 60CY X 70= \$4,200.00	
ITEM 608.01050409 HC RAMP TYPE (3) 4 EACH X 5,500.00= \$22,000.00	
ITEM 608.01050509 HC RAMP TYPE (5) 2 EACH X 6,000= \$12,000.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 94,540.00= \$6,617.80	
Subtotal	\$101,157.80
0%	\$0.00
Total	\$101,157.80
<b>Total</b>	<b>\$101,157.80</b>

***GTX CONSTRUCTION ASSOCIATES, CORP.***  
*Building Today with the Vision of Tomorrow*

80 Henry Street  
Freeport, NY 11520  
Office: (516) 623-0840  
[www.gbxconstruction.com](http://www.gbxconstruction.com)

May 17, 2022

Paul Pallas  
Village of Greenport  
236 Third Street  
Greenport, NY 11944

Re: Proposal for Additional Work at the Fifth Street Beach/Park Public Restrooms

Dear Mr. Pallas:

The existing concrete condition in the shower area is pitching towards the inside of the men's bathroom.

It is our recommendation to scarify the inside of the concrete floor and outside and install new surface pitching away from the building.

- The total cost to perform this work will be \$5,300 which includes all labor & materials.
- All work will be performed in a professional manner and will be performed during regular working hours.

If you have any questions, please feel free to contact us.

Thank you,

*Giovanni Napolitano*

Giovanni Napolitano  
Project Executive



## **TEMPORARY ACCESS LICENSE AGREEMENT**

Agreement made this        day of May, 2022 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Higgins Marine Construction, Inc., a New York corporation with an office address of \_\_\_\_\_, P.O. Box 748, Greenport, New York 11944, ("Higgins") regarding temporary granting of a license for access at the Village's property at Clarks Beach for temporary access to adjoining private properties and temporary storage (the "Project").

### **RECITALS**

WHEREAS the Village is the owner of certain real property located on the North Road, Greenport, New York, which property is commonly known and is referred to herein as Clarks Beach ("Property"); and

WHEREAS Higgins requests access to the Property in order to perform work in the nature of the construction of five rock revetment walls on private property that are adjacent to Clark's Beach.

### **AGREEMENT**

NOW THEREFORE, for the agreements set forth below and other valuable consideration as stated herein, the Village and Higgins agree as follows:

#### **1.        TEMPORARY ACCESS**

The Village agrees to, and shall provide temporary access to, Higgins, and to no other party, to a limited area and portion of the Property known as Clark's Beach and designated in Exhibit A to this Agreement, for purposes of temporary access to perform work on the residential properties to the west of Clark's Beach and for temporary storage of equipment (one four-hundred (400) square foot area as indicated) and materials (one four-hundred (400) square foot area as indicated) to be used in that work, as detailed in the proposal by Higgins dated October 20, 2021 (attached) which is made part hereof, and the access and storage areas indicated in the attached Exhibit A. This access is limited to Higgins Marine Construction, Inc. only.

#### **2.        DESCRIPTION**

The use of the Property shall be limited to the temporary driving and beach access that is necessary and the two four-hundred square foot areas required for the storage of materials and equipment necessary for the work described in the attached Proposal, which is the construction of five rock revetments on private property and no other access or work.

3. **TERM**

The temporary access granted by this Agreement shall commence on or about November 1, 2022 and shall continue until the earlier of either the completion of the five rock revetment walls, or January 15, 2023, when the access granted by this Agreement shall end and (1) all equipment and materials shall be removed from Village property; and (2) any Village property used for access or storage by Higgins shall be restored to its original condition. No extensions of the Term of the agreement shall be granted except in writing and for additional consideration.

4. **COMPENSATION**

The compensation to be paid by Higgins to the Village shall be five thousand dollars (\$5,000) which shall be paid to Village on the signing of this Agreement.

5. **RESTORATION**

At Higgins' own cost and expense, Higgins shall return and/or restore the Property to substantially the same condition it was in prior to the commencement of the use of the Property by Higgins. Such restoration work shall include, without limitation, the repair or replacement of any structures, fences or other improvements that are removed, damaged, or destroyed by Higgins, its agents, employees or contractors, and the replanting or replacement of any removed or damaged trees, the removal of any materials or resources of any kind brought onto the Property, and the final grading and seeking where necessary.

6. **INSURANCE**

Higgins 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 \$ 2,000,000

Automobile Liability and General Liability Insurance

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

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. Higgins 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.

7. **INDEMNITY AND LIMITATION**

Higgins shall bear all risk associated with the use of the Property and waives any and all claims, liabilities, and other claims of any nature whatsoever relating to the use of the Property by Higgins, its agents or employees. Higgins agrees to and shall indemnify, defend, and hold harmless Village from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causers of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporations or corporations, or other business entity, or governmental authority arising from any loss, injury or damage of any kind, to persons or property, arising out of Higgins' use of the Property, or any act or omission of Higgins, its agents, employees, contractors or invitees to the Property while on the Property or while entering onto or exiting from the Property and arising from, incident to or connected in any way with the use of the Property for the purposes of the Project and use under this Agreement. These obligations shall survive the expiration or termination of this Agreement.

8. **BOND**

Before the use of the Property, Higgins shall obtain and provide a performance bond, in favor of the Village of Greenport, in the amount of ten thousand dollars (\$10,000) to ensure the proper restoration of the Property in accordance with this Agreement.

9. **REMOVAL ON EXPIRATION OR TERMINATION**

Higgins acknowledge that this Agreement is for a license for temporary access and use of the Property only, and confers no other rights in or on the Property, and that all rights of Higgins end on the expiration or termination of this Agreement. In the event that Higgins should fail to cease its use or access of the Property or fail to remove all equipment and materials from the Property as provided herein, after the expiration or termination of this Agreement, then Higgins shall be liable to the Village for the amount of five hundred dollars (\$500) per day for each day that Higgins shall fail to remove its equipment or materials from the Property. This amount shall be separate from and in addition to the obligation of Higgins to restore the Property to its original condition, for which the Village shall look to the bond provided herein, and then to Higgins.

10. **TERMINATION**

This Agreement may be terminated by the Village upon ten (10) days written notice in the event of substantial failure by Higgins, to perform in accordance with the terms of this Agreement or for a violation of the terms of the Agreement by Higgins.





16. **EXTENT OF AGREEMENT**

This Agreement and the documents attached hereto 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 Higgins which are not reflected in this Agreement. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

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

**VILLAGE OF GREENPORT:**

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

**HIGGINS MARINE  
CONSTRUCTION, INC.**

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

ACKNOWLEDGEMENT OF HIGGINS MARINE CONSTRUCTION, 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

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



SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this                    day of                    2022 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and North Road Hotel LLC, a New York Limited Liability Company, with an office and principal place of business at 43 Appleton Place, Dobbs Ferry, New York 10522, hereafter called the “Owner.”

WITNESSETH

WHEREAS, the Owner owns and manages structures and premises currently operated as a short term rental motel known as “Sunset Motel” on the Owner’s property located on the north side of County Road 48, which is more particularly described in Schedule “A” hereto annexed (the “Premises”) and said described property is to be used as a short term rental motel with an office, 20 motel units, 1 Cottage unit, and a recreation area and a parking area of 20 parking spaces (the “Motel”) (Site Plan annexed as Exhibit B hereto); and

WHEREAS, said Owner represents that the Suffolk County Water Authority has agreed to furnish all of the water supply needs for the aforesaid Project; and

WHEREAS, said Owner, at its sole cost and expense, shall construct on its premises a complete sanitary sewage system (the “System”), including sewage mains, and sewage collection lift stations on portions of the property to be shown on an engineering report prepared for the Owner and furnished to the Village for approval by its engineer, provided that the Force Main will be made of a two inch (2”) diameter ductile iron pipe, for which plans and specifications may, with the prior approval of the Village, be amended from time to time during

the course of construction; and

WHEREAS, Owner shall construct and install the complete System, which, with the approval of the Village, and at the cost of the Owner, shall be connected to the Greenport Village Municipal Sewer System (“Village System”); and

WHEREAS, Owner will secure final approval for said project from the Southold Town Planning Board and the Town of Southold; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health for a sewage collection system, however the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein it is mutually agreed as follows:

FIRST: The Owner agrees to install the System, at its own cost and expense, on the property described in Schedule “A”. The System shall include, but shall not be limited to, sewage mains and lift stations using two inch (2”) diameter ductile iron pipe for proper connection to the Village System and for the proper collection of sewage from the Project as outlined in the plans and specifications to be prepared for and by the Owner and submitted to the Village for the Village’s approval, which plans and specifications are attached as Exhibit “B” to this Agreement.

SECOND: All engineering and construction necessary for the installation of the System, as well as from the connection at the Owner’s property, across and along County Road 48, to the Village’s existing sewage main, located in Greenport, New York, shall be at the sole cost and expense of the Owner and it shall be the responsibility of the Owner to perform and construct same. The foregoing shall be referred to as the “Work”, which shall be designed and

constructed by the Owner and/or the Owner's engineers and/or subcontractors. The Work shall be in accordance with the plans and specifications prepared by the Owner's engineers, to be approved by the Village's engineers in writing before the Owner commences the Work.

THIRD:

A. The Connection Fee to be paid by the Owner to the Village to permit the Project to connect to the Village System and the Village Sewage Treatment Plant shall be in the amount of one hundred and thirty-five thousand dollars (\$135,000) which amount shall specifically cover connection to the Village System and the Village Sewage Treatment Plant for wastewater collection and treatment service for a development consisting of an office, 20 motel units, 1 Cottage unit, and a recreation area, and a parking area of 20 parking spaces and for no other additions or improvements.

B. The Connection Fee shall be paid by Owner to the Village of Greenport as follows:

- i. \$ 75,000 nonrefundable deposit at signing.
- ii. \$ 60,000 final payment prior to final connection of Motel to the Greenport wastewater sewer system.

C. Upon the Village's receipt of final payment, Owner shall be entitled to connect Motel to the Village System.

FOURTH: The Village shall simultaneously herewith deliver a "will-serve" letter for sewer collection and treatment services in the form heretofore approved by the Suffolk County Department of Health.



FIFTH: The Village reserves the right to expand its sewer collection system via the installation of gravity mains at the termination of the force main installed by the Owner. The gravity mains, if installed by the Village, would be at the sole cost and expense of the Village.

SIXTH: The Owner shall, at the Owner's expense, perform a video inspection of the Village gravity main along the North Road, from the point of connection of the System to the Village System to the pump station located just off the North Road approximately three thousand five hundred feet (3,500') from the connection, and the Owner must confirm that the pump station is capable of handling the additional flow contemplated in this Agreement.

SEVENTH: All Work shall be inspected by the Village or the Village's designee, with full power of inspection hereunder. The Owner agrees to, and shall grant access, for purposes of inspection to the Work and all parts of the premises related to the Work. The Village shall have an authorized inspector at the site at such times as it reasonably deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested, or prior permission has been obtained from the inspector. The Owner agrees to pay the Village's costs related to the inspection, which shall be based on a reasonable hourly charge to be submitted to the Owner periodically in advance of the inspections.

EIGHTH: The Owner shall retain ownership of the System and the Owner shall be responsible for the operation, maintenance, repair and replacement, at the Owner's sole cost and expense, of the entire System servicing the Project, and for the operation and maintenance of the pump station and the force mains downstream to the connection point of the Village's system.

NINTH:

A. Upon the completion of the Project, and the occupancy of any of the individual units constructed therein, or the community building, the Village shall charge the Owner the sewer rates consistent with similarly situated facilities.

B. The minimum monthly charge for the twenty current units as transient short term rental units will be three hundred and fifteen dollars (\$315) based on one thousand (\$1,000) gallons per month. Any usage amount over the minimum for the entire Project shall be billed at the latest approved commercial rate. These rates may be amended from time to time by the Village Board of Trustees.

C. In the event that there is an expansion of the structures on the premises or the use of the Motel or any portion thereof is changed from motel or motel room with short term transient rentals to long term rentals or condominium, cooperative or other use, or the number of units or any other aspect of the current use be expanded in size or number, an additional connection fee shall be calculated and paid and the monthly minimum charge shall be increased based on that different and other use, with the Parties hereby acknowledging that condominium or cooperative is not the same use as motel.

TENTH: This Agreement contains the complete understanding and agreement of the parties for the construction and maintenance by the Owner of the System for the Project and for the connection of the System to the Village System and the Village Sanitary Sewage Treatment Plant. The Owner agrees that it will not make any claims against the Village on account of the installation and or connection of the System.

ELEVENTH: This Agreement shall be recorded in the Office of the Suffolk County Clerk at the expense of the Owner and shall run with the land, inuring to the benefit of the

Parties, their successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

VILLAGE OF GREENPORT

By: \_\_\_\_\_  
Hon. George W. Hubbard, Jr.

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

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

NORTH ROAD MOTEL, LLC

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

Name and Title: \_\_\_\_\_



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

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

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

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

## SCHEDULE A

### Legal Description

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Southold, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a concrete monument on the northerly side of North Road distant 601.88 feet northeasterly as measured along the northerly side of North Road from land now or formerly of Vrooman and which beginning point is at the southeast corner of land formerly of Dodge, now Shannon;

RUNNING THENCE along said land of Shannon, North 32 degrees 02 minutes 20 seconds West, 550.00 feet to the ordinary high water mark of Long Island Sound;

THENCE along the ordinary high water mark the following 2 tie line courses and distances:

1. North 43 degrees 00 minutes 00 seconds East, 195.00 feet;
2. South 26 degrees 48 minutes 00 seconds East, 40.84 feet to land now or formerly of M.W. Blackman;

THENCE along said land of Blackman the following two courses and distances:

1. South 45 degrees 07 minutes 20 seconds East, 260.00 feet to a monument;
2. South 48 degrees 07 minutes 00 seconds East, 178.86 feet to the northerly side of North Road;

THENCE along the northerly side of North Road the following two courses and distances:

1. South 56 degrees 37 minutes 50 seconds West, 30.38 feet;
2. South 32 degrees 04 minutes 10 seconds West, 319.62 feet to the POINT OR PLACE OF BEGINNING.

**FOR CONVEYANCING ONLY:** Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises



May 3, 2022

## MUNICIPAL ADVISOR SERVICES AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

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



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

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

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

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

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

*[Signature page follows]*

**SIGNATURE PAGE**

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

**VILLAGE OF GREENPORT**

**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.
- 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 of 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.
- 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 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.

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 and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - \$16,500 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$3,500 for each note and \$0.45 per \$1,000 thereafter; Lease Financings - \$6,500 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 due upon closing of short-term financings and an additional \$12,500 due upon closing of the long-term financings. The fee for general consulting services will be \$225 per hour with the terms of the service agreed upon prior to the engagement.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction.

It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

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

Munistat Services, inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, rating 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 note take place.

## APPENDIX C

### DISCLOSURE OF CONFLICTS OF INTEREST

#### **FIXED FEE**

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transactions and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplate, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

#### **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.



JAMES E. DANOWSKI, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
MICHAEL J. LEONE, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA

CULLEN &  
DANOWSKI, LLP  
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA  
(1950 - 2013)  
PETER F. RODRIGUEZ, CPA  
(RET.)

May 6, 2022

Mayor and Board of Trustees  
Incorporated Village of Greenport  
236 Third Street  
Greenport, New York 11944

Dear Members of the Board:

We are pleased to confirm our understanding of the services we are to provide the Incorporated Village of Greenport (Village) for the year ended May 31, 2022.

### **Audit Scope and Objectives**

We will audit the following, which collectively comprise the basic financial statements of the Village as of and for the year ended May 31, 2022:

- Financial statements of:
  - the governmental activities
  - each major fund
  - the fiduciary fund
- Disclosures

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

T:\Office\80,000's\88800\Engagement\2022\Engltr 2022.Docx

1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

**Incorporated Village of Greenport**  
For the Year Ended May 31, 2022

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- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of the Village's Proportionate Share of the Net Pension Asset/Liability
- Schedule of Village Pension Contributions
- Schedule of the Village's Proportionate Share of the Length of Service Award Program Liability
- Schedule of Changes in the Village's Total OPEB Liability and Related Ratios

The following additional information accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

If applicable, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management's Responses to the Schedule of Findings
- Corrective Action Plan

We will also audit the Incorporated Village of Greenport's Justice Court Funds which is reported on the cash basis of accounting.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions on whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).



### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

### **Audit Procedures - General**

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the Village. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect the auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as the auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as the auditor.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.



### **Audit Procedures – Internal Controls**

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



### **Other Services**

We will prepare the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes in conformity with GAAP, and the Data Collection Form, based on information provided by you. We will also prepare the justice court financial statement and related notes in accordance with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards and related notes, the Data Collection Form, the justice court financial statement and related notes, and services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including awards agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.



**Incorporated Village of Greenport**  
For the Year Ended May 31, 2022

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Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.



**Incorporated Village of Greenport**  
For the Year Ended May 31, 2022

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You agree to assume all management responsibilities relating to the financial statements (including GASB 34 conversion entries), schedule of expenditures of federal awards and related notes, the Data Collection Form, the justice court financial statement and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, and that you have reviewed and approved the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees and Other**

We understand that your employees will prepare all related parties or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the Village-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the agencies of New York State, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.



**Incorporated Village of Greenport**  
For the Year Ended May 31, 2022

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Christopher V. Reino, CPA, CITP, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Cullen & Danowski, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services of \$34,500 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We may use the Village's name in a list of our clients for marketing purposes.

**Reporting**

We will issue written reports upon completion of the audit and our Single Audit. Our reports will be addressed to the Mayor and Board of Trustees of the Incorporated Village of Greenport. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

A copy of our most recent external peer review report dated October 29, 2021, accompanies this letter.

**Incorporated Village of Greenport**  
For the Year Ended May 31, 2022

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We appreciate the opportunity to be of service to the Incorporated Village of Greenport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:



Christopher V. Reino, CPA, CITP  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of the Incorporated Village of Greenport.

Signature: \_\_\_\_\_

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

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

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





BRIDGES, HORNING  
& COMPANY, P.C.

*Certified Public Accountants*

### Report on the Firm's System of Quality Control

October 29, 2021

To the Partners of Cullen & Danowski, LLP  
and the Peer Review Committee of the PICPA

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP, in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

BRIDGES, HORNING & CO., P.C.

*Bridges, Horning & Co. P.C.*

May 9, 2022

Susan Ackerman  
NYS Department of Environmental Conservation  
50 Circle Rd  
Stony Brook, NY 11790-3409

RE: Letter of Support – Peconic Land Trust’s Widows Hole Preserve Restoration Project,  
Permit Modification

Dear Ms. Ackerman:

The Village of Greenport, wherein lies the Widow’s Hole property, is pleased to support the Peconic Land Trust’s permit modification and dredge permit application for the above-referenced project.

Widow’s Hole Preserve was donated to the Trust in 2012. Only a 10-minute walk from the village, the preserve is located on the corner of Fourth and Clark Streets and extends into Greenport Harbor. Over the years, volunteers and Trust staff have cleaned up debris, removed invasive species, and planted a variety of native plants to beautify and protect the site.

The initial restoration work in 2019 included restoring the shoreline and creating a coastal dune, by bolstering the shoreline and upland with the installation of a cobble band and the planting of American beachgrass and smooth cordgrass plants. A series of storms late in 2019 identified a vulnerability of the WHP shoreline to wind-driven waves from the northeast. Consequently, an expanded revegetation and re-enforcement plan was developed to address this issue and to continue restoration of the shoreline.

Dredging of the mouth of Widow’s Hole for the facilitation of small vessel navigation is also planned. Dredge materials will be used at WHP for beach replenishment and habitat restoration, which is a requirement of the Village of Greenport Trustees. In addition, the restoration work includes continuing the creation of a living shoreline to reduce erosion, serve as a natural buffer for the impact of storms and runoff, and improve upland habitat. Living shorelines use native plants and materials to protect an area rather than artificial structures like bulkheads. The boardwalk will expand accessibility of the shoreline to more people, using design to assist people with physical mobility issues. In addition, bi-lingual (English/Spanish) interpretive and educational signs will be installed. This will allow for greater enjoyment and understanding of the preserve.

The Trust was recently awarded \$250,000 for Phase II of our restoration project. The grant came from the Regional Economic Development Council Initiative – an initiative that supports community revitalization and growth throughout New York. The Village of Greenport is happy to support the continued restoration work at Widow’s Hole Preserve.

Sincerely,

George W. Hubbard, Jr. / Mayor, Village of Greenport



December 17, 2021

TO: Paul Pallas, P.E.  
Sylvia Pirillo, RMC

FR: Karen A. Doherty  
Chair, Historic Preservation Commission

RE: Revisions to Current HPC Guidelines for a Certificate of  
Appropriateness

Dear Paul and Sylvia,

I would like to recommend to the Greenport Village Trustees that they consider approving revisions to our Guidelines for a Certificate of Appropriateness for Buildings in Greenport's Historic District.

Several HPC members and our legal counsel, Joseph Prokop, added some additions and modifications to our current Guidelines. The Commission voted to recommend these changes to the Trustees at our December 16, 2021 meeting.

They include additions on building materials, Dark Sky Friendly lighting requirements, demolition and temporary installations. Some wording was also sharpened and clarified.

### **Building Materials**

It is important for the HPC to keep pace with the building industry, since people want to use environmentally sound materials, materials that help conserve energy, and materials that are low maintenance and affordable in comparison with work by artisans which is no longer readily available. The materials we specified may be used since they replicate historic materials.



### Dark Sky Lighting

Homeowners today are used to a lot more exterior lighting for security and decoration than was the case in the 19<sup>th</sup> and 20<sup>th</sup> centuries. Dark Sky Friendly Lighting is intended to reduce glare, light trespass and skyglow. It also will help to preserve our rural nighttime environment and character and keep the night sky visible in Greenport.

Some other Historic Preservation Commissions in the US have enacted Dark Sky Lighting requirements. Also, several towns on the East End, including East Hampton, Southampton, Southold, Shelter Island and Westhampton Beach have all have Dark Sky Lighting provisions and regulations.

### Demolition

We included one additional provision for demolition of buildings that sustain massive structural damage from a storm.

### Temporary Installations

We wanted to address the issue of temporary installations – such as commercial extensions or Instagram walls—to ensure that they are in keeping with the character and decorum of Greenport’s Historic District.

We wish to enact these suggested changes in response to issues we encountered, and suggestions by Historic District homeowners.

Thank you very much.



*Guidelines for Applications  
to the Historic Preservation Commission  
for a Certificate of Appropriateness  
for Buildings in the Greenport Historic District  
(As of November 2021)*



*Andrew J. Wiggins' House, Greenport Historic District  
Courtesy of Roselle Borrelli*

*Historic Preservation Commission  
Village of Greenport, New York*

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## I. THE FORMATION OF THE GREENPORT HISTORIC DISTRICT

### BOUNDARIES OF THE HISTORIC DISTRICT<sup>1</sup>

The Greenport Village Historic District consists of a dense concentration of (primarily wood frame) residential and commercial structures radiating out in a fan shape from the village's Main Street waterfront business district (on the south). This large district comprises Greenport's historic eighteenth-century core and surrounding areas of nineteenth and early twentieth century development. The Greenport Village Historic District represents the largest, most intact concentration of historic resources in the village. There are 264 buildings within the 80-acre Greenport Village Historic District, with 254 contributing historic structures and ten non-contributing structures. Additional Greenport buildings listed in the National Register of Historic Places appear in an appendix to this document.

### HISTORIC DISTRICT MAP

A map of Greenport's historic district is available in the Appendix to this document and on the Village website at <http://villageofgreenport.org/files/Zoning-Map-06-29-09-D-size.pdf>

## II. PURPOSE OF THE GREENPORT HISTORIC PRESERVATION COMMISSION

### BACKGROUND

The Board of Trustees of the Village of Greenport has determined that the Village of Greenport includes sites, structures, buildings, and districts of special historic significance due to their maritime character, antiquity or uniqueness of architectural construction, design or waterfront location that are of particular significance to the heritage of the Village, town, county, and state. Further, the Trustees have deemed that the conservation, protection, appearance, and preservation of these historic sites, structures, buildings, and districts is necessary to promote the economic, cultural, educational and general welfare of the public. Therefore, Chapter 76 of the Village of Greenport Code outlines these procedures:

1. Identify, preserve, and enhance the landmarks and historic districts which represent distinctive elements of Greenport's historic, maritime, architectural, and cultural heritage
2. Foster civic pride in the accomplishments of the past,
3. Protect and enhance Greenport's attractiveness to residents and visitors, thereby supporting and stimulating the economy of the Village
4. Provide for architectural review so as to prevent such design and appearances as are incompatible with the historic or architectural characteristics of a landmark or historic district and

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<sup>1</sup> The Greenport Village Historic District was listed on the National Register of Historic Places in 1984. Portions of the content on this page were adapted from a copy of the original nomination document.

5. Ensure the harmonious, orderly, and efficient growth and development of the Village, consistent with its historic integrity. The Historic Preservation Commission (HPC) is responsible for overseeing these processes. Enforcement of the decisions of the Commission is the responsibility of the Building Department.

#### CRITERIA FOR REQUIRED REVIEW

The architectural character and general composition of the exterior of a structure, including but not limited to the kind, color and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs, and appurtenant elements are subject to review by the Historic Preservation Commission. Both the streetscape and areas of the property that are not visible from the street are subject to review.

Owners must complete an application requesting a Certificate of Appropriateness which may be obtained at Village Hall or on the Village website for an architectural review to ensure that the proposed design and appearance are not incompatible with the historic or architectural characteristics of a landmark or the historic district as defined in Chapter 76 of the Village code. Where a building permit is required, a Certificate of Appropriateness must be obtained prior to the issuance of a building permit and before carrying out any exterior alterations, restoration, reconstruction, demolition, new construction or moving of a landmark or property within the historic district

#### CERTIFICATE OF APPROPRIATENESS

A Certificate of Appropriateness is a certificate issued by the Greenport Historic Preservation Commission authorizing an alteration, removal, or demolition of a landmark or of a structure within an historic district or construction of a new structure in the district.

#### CRITERIA FOR APPROVAL

According to Chapter, 76, Commission members are to be guided by several principles when considering whether to issue a Certificate of Appropriateness for changes to the external features of any structure which is a landmark or which is located within the historic district. These principals are as follows:

1. Properties which contribute to the character of the historic district shall be retained, with their historic features altered as little as possible.
2. Any alteration of an existing property shall be compatible with its historic character or with the character of the surrounding historic district.
3. New construction shall be comparable with the historic district in which it is located.

### III. HISTORIC PRESERVATION COMMISSION REVIEW PROCESS

#### COMMISSION MEMBERS

The Commission is comprised of five residents of the Village of Greenport who have been appointed by the Mayor and approved by the Village Board of Trustees. The members of the Commission Trustees serve for four-year terms and a chairperson is appointed annually.



### PREPARING FOR AN HPC APPLICATION REVIEW

In brief, a completed application and supporting materials must be submitted to Village Hall followed by attendance at a meeting of the Historic Preservation Commission during which the application will be reviewed. After review and at the meeting, the members of the Historic Preservation Commission may approve the application and issue a Certificate of Appropriateness or request additional information and another presentation prior to voting on the application. Applicants should plan to attend or have a representative attend the Historic Preservation Commission meeting at which the application is considered to describe the project, provide samples of proposed materials and answer Board Members' questions. Attendance at the meeting on the application is highly recommended to facilitate the review process; the application may be deferred to a future meeting if the applicant or a designated representative is not present or available at the meeting and no prior arrangements are made with Village Hall.

### STEPS TO OBTAIN A CERTIFICATE OF APPROPRIATENESS

Consult the Application Checklist included in this document for details about the steps necessary to obtain a Certificate of Appropriateness. In summary:

1. A completed application and the appropriate fees are required
2. A Building Permit if the proposal requires a permit
3. A site plan, photos of adjacent properties to illustrate that the proposed renovations/construction are compatible with the historic or architectural characteristics of the historic district
4. Details about the proposed materials including specifications, photos, and actual samples of the materials (catalog or online sales photographs may be helpful but should not be solely relied on)

Typically, most applications are acted on within 30 days from the receipt of a completed application although the process may take longer if the application is incomplete or if Commission members decide that they require additional information before acting on the application. For applications involving major alterations or new construction, the Commission may or may be required to hold a public hearing to provide the opportunity for the public to present their views on the project. If a public hearing is held, the Commission will typically approve, deny, or approve with modifications the application for a Certificate of Appropriateness within 30 days from the date of the public hearing.

Projects may become more complicated once repair work has begun. If major renovations or repairs become necessary, and the new scope of the project requires an HPC application, then the work should be suspended and an application for the additional work must be submitted to the Historic Preservation Commission.

### RIGHTS OF PROPERTY OWNERS

Chapter 76 includes a process available to property owners who have been denied a Certificate of Appropriateness and who wish to obtain relief from the strict application of the historic preservation criteria on the grounds of economic hardship. Applications for a Certificate of Economic Hardship require that the Commission hold a public hearing to allow proponents and

PROPOSAL FORM

REPLACEMENT OF THE BATTERIES AND BATTERY RACKS AT THE VILLAGE OF GREENPORT  
POWER PLANT - 2022

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Gentlepersons:

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

Name of Proposer: HAUGLAND ENERGY LLC

Address of Proposer: 336 SOUTH SERVICE ROAD, McVILLE NY

Contact Phone No.: 516-336-6720

Contact E-mail: MRIELLO@HAUGLAND LLC.COM

Signature: 

Signed By: MICHAEL RIELLO

Title: EXECUTIVE VICE PRESIDENT

Date: FEBRUARY 7, 2022



**PROPOSAL FORM CONTINUED**

**REPLACEMENT OF THE BATTERIES AND BATTERY RACKS AT THE VILLAGE OF GREENPORT POWER PLANT - 2022**

**GENERAL DESCRIPTION OF WORK:**

Replacement of the batteries and battery racks at the Village of Greenport Power Plant - 2022 with a scope of work that includes, but is not limited to: the procurement and installation of batteries and battery jars, corresponding hardware and accessories, seismic racks, a spill containment system, and the removal and disposal of the existing battery system.

1. Furnish and install the following:
  - A. Two (2) strings of 10 battery jars (60 cells per string), existing batteries are (6-TCX-100, 108 Amp 12-volt 1.250 SG) (each battery is 12 volts)
  - B. All hardware and necessary accessories included.
  - C. Two (2) 5' 2 tier light seismic racks
  - D. Spill containment system.
2. Remove and dispose of existing battery system excluding charger.
3. Start-up of new batteries:
  - A. Cell voltage, inspect and monitor that the batteries are up to the total string voltage and each battery jars are at the proper voltage.
4. Provide temporary power for outdoor battery string replacement.

Lump Sum Price: includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)
FOURTY FOUR THOUSAND, EIGHT HUNDRED DOLLARS	\$ 44,800 <sup>00</sup>

Pursuant to, and in compliance with, the advertisement for proposals and the instructions to proposers relating hereto, the undersigned, as a proposer, proposes and agrees, if this proposal is accepted, to furnish F.O.B Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of proposals.

Liquidated damages in the amount of \$200.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.





# Sendlewski Architects PC

## Architecture & Planning

Martin F. Sendlewski, AIA

Jeffrey M. Sendlewski, RA, LEED AP

March 31<sup>st</sup>, 2022

Village of Greenport  
Office of the Village Clerk  
236 Third Street  
Greenport, NY 11944

Re: Proposed work for Greenport Fire Department

Based on the pre-bid meeting we attended on March 25<sup>th</sup>, we are pleased to provide the attached submission for services in accordance with the Request for Engineering Services provided by the Village of Greenport. Our proposal includes schematic design and preliminary site plan design services as required to estimate a preliminary budget and schedule for the overall project which would subsequently be followed by preparation of all necessary building design services and bidding document and construction contract administration services through completion of the project.

Service would be broken down into two parts with Phase 1 to include the services through schematic design, site plan design and budget estimate. Phase 2 would proceed based on your approval of Phase 1 and would include all services including full building design, bidding documents, permit submissions assistance and construction contract administration through project completion. Our services and fees for each phase are as follows:

### Proposed Services Phase 1:

- Field review of existing site and facilities to verify existing conditions that will affect the work.
- Design meetings with Owner to establish overall building program.
- Prepare schematic design development site plans, building plans and elevations for owner review including review meetings and revisions based on owner requirements.
- Prepare preliminary budget estimates for construction.
- Assist the owner in SEQR review and assistance in securing bond authorizations for the project.
- Prepare presentation renderings of the schematic design.

### Proposed Fees Phase 1:

Based on the scope of your project we propose using hourly billing per the attached schedule. Based on the scope of services we estimate the cost for this phase to be in the amount of nine thousand two-hundred and fifty dollars (\$9,250).

### **Proposed Services Phase 2:**

We typically utilize the AIA B141 Standard form of Agreement Between Owner and Architect contract form and a fixed fee billing schedule for this phase. Our services include all building design and administrative services including all necessary engineering as required to bid and construct the project in accordance with municipal bidding requirements including the following:

- Complete construction documents integrating all aspects of the proposed design, including structural design and all mechanical trades including heating and air conditioning, plumbing, and electrical design as required.
- Preparation of complete written specifications and bidding documents as required to bid out all aspects of the work.
- Assisting with submission of plans to necessary agencies as required for permits and approvals.
- Coordination of bidding documentation and receipt of bids.
- Review and qualification of all bids and prospective contractors.
- Update final project budget based on bids received, soft costs, contingency and additional purchase items not included in the base bids (purchases from state bid, equipment, furnishings, etc.).
- Assist owner in presenting the project and budget to the public as required.
- Construction contract administration throughout the duration of construction including:
  - Attendance at weekly job meetings and additional site visits when necessary as required to monitor the overall progress of the work and to clarify information required by the contractors.
  - Review of all submittals, shop drawings etc.
  - Review of mandatory coordination documents between trades.
  - Review of any change orders submitted by trades during construction.
  - Review and approval of contractor's monthly payment requests.
  - Prepare final punch lists and close out documents required for contractors to be deemed complete with their contractual obligations.

### **Proposed Fees Phase 2:**

Our fee for services would be a fixed fee proposal based on an hourly billing. The contract would include a billing rate schedule which would include the design and documents and bidding phase equal to 70% of contract service fees and the construction phase equal to 30% of contract service fees which would be subject to bond approval.

### **Exclusions (will be part of soft costs):**

- Survey with topo and test holes
- Hazardous material investigation, abatement and removal including any environmental impact statements, etc. if required.



**Project Preliminary Program & Budget:**

Based on a very preliminary review of the scope of the program, we have attached a concept sketch to assist in your consideration of all of the program spaces that are required to be accommodated. Please note that the plans are considered to be preliminary for discussion purposes only. In conjunction with multiple reviews with the owner, the plans will be revised and developed to accommodate all program requirements. Based on the information to date, the extent the program requirements would impact 1,500 sq. ft. of the existing site and facilities. Please note that our approximate project cost below is based on the sketch attached.

Based on the concept plan, using unit cost estimating only at this time, the cost of the project would approximate the following:

New construction 1,000 sq. ft. x \$450.00	= \$450,000
Existing Alterations 500 sq. ft. x \$250.00	= \$125,000
<u>Sitework Allowance</u>	<u>= \$25,000</u>
Preliminary estimated hard cost	= \$600,000
5% Contingency	= \$30,000
<u>10% soft costs</u>	<u>= \$60,000</u>
Preliminary Budget	= \$690,000

**Exclusions (not included):**

- Furnishings.
- Equipment.
- Special systems (computer, phone, etc.)

We look forward to meeting with you in the near future and working with you through the successful completion of this project. If you have any questions, please feel free to contact us.



**ATTACHMENT "A"**

Services being provided are based on the following rates and anticipated timeframes required for each task for schematic design at the following rates:

Architect                    \$175.00/Hr.  
 Project Manager         \$150.00/Hr.  
 Draftsman                 \$125.00/Hr.

<b>Phase 1 Fees</b>			
	Architect Time	PM Time	Staff Time
Site review	0	4	0
Schematic Design Drawings	2	8	32
Design Review Meetings	4	12	0
Initial Construction Budget	0	4	0
<b>TOTAL</b>	<b>6 X 175 = \$1,050</b>	<b>28 X 150 = \$4,200</b>	<b>32 X 125 = \$4,000</b>
<b>TOTAL ESTIMATED COST PHASE 1 = \$9,250</b>			

<b>Phase 2 Fees</b>			
	Architect Time	PM Time	Staff Time
Design Development	4	16	24
Construction Documents	8	20	80
MEP Consultant		20	
Revised Construction Budget	2	8	0
Construction Administration	12	52	8
<b>TOTAL</b>	<b>26 X 175 = \$4,550</b>	<b>116 X 150 = \$17,400</b>	<b>112 X 125 = \$14,000</b>
<b>TOTAL ESTIMATED COST PHASE 2 = \$35,950</b>			

**PROPOSAL FORM CONTINUED**

The Village of Greenport is seeking qualified engineering firms to:  
 Review existing conditions at the Village of Greenport Third Street Fire Station to determine the most cost-effective solution and produce a construction bid package consisting of plans and specifications to establish:

- ADA-compliant restrooms at the Station One Firehouse,
- An addition to the "Annex Building" at the Station One Firehouse to include storage and offices or, in the alternative, interior renovations for the same purpose, and
- The addition of a restroom, shower, "decon" room, and washer and dryer for the "Annex Building."

Lump Sum Price (Words)	Lump Sum Price (Numerals)
FORTY-FIVE THOUSAND, TWO-HUNDRED DOLLARS	\$45,200.00

Pursuant to, and in compliance with, the advertisement for proposals and the instructions to proposers relating hereto, the undersigned, as a proposer, proposes and agrees, if this proposal is accepted, to furnish F.O.B Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of proposals.

Liquidated damages in the amount of \$200.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.