



236 THIRD STREET  
GREENPORT, NY 11944

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

[villageofgreenport.org](http://villageofgreenport.org)

**MAYOR**  
KEVIN STUESSI  
EXT 215

**TRUSTEES**  
MARY BESS PHILLIPS  
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-  
JOHNSON

JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT 206

**TREASURER**  
STEPHEN GAFFGA  
EXT 217

May 25, 2023 at 6:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944

UPDATED

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Marie Louise Pizzarelli  
Paula Shengold  
John Giannaris  
Peter B. Stevens  
Joseph A. Conway, Sr.

ANNOUNCEMENTS

Carousel update

Greenport Fire Department Star Hose Company – Annual Fundraiser Carnival May 25<sup>th</sup> to May 28<sup>th</sup> with Fireworks May 27<sup>th</sup> Rain Date May 28<sup>th</sup>

Village Hall will be closed May 29, 2023, in observance of Memorial Day

Special John Meeting of the Southold Town Board and Greenport Village Board – May 30, 2023 – 10:00 AM to 11:00 AM – Southold Town Hall. Further information and webinar link - [www.southoldtownny.gov/calendar.aspx?EID=5602](http://www.southoldtownny.gov/calendar.aspx?EID=5602)

Sponsored by the Friends of Mitchell Park & James Morrison – Short Film Screening in Mitchell Park – Saturday, June 3, 2023, 7:00 PM to 10:00 PM

Greenport Fire Department’s Memorial Service will be June 11, 2023, at 11:00 AM

Save the date: Vision for Greenport at the Movie Theater Tuesday, June 13<sup>th</sup> and Thursday July 6<sup>th</sup> at 6:30 PM

Let’s come together as a community for a discussion on vision for the future of our Village and for progress updates from Waterfront Advisory Committee

To the members of the Greenport Business Improvement District – Wednesday, June 14, 2023, Annual Meeting at Green Hill Kitchen – 6:00 PM to 8:00 PM

Southold Town Police and Anti-Bias Task Force event SYNERGY – Thursday June 29, 2023 – 6:00pm to 7:20 PM Southold Recreation Center, 970 Peconic Lane, Peconic, NY

Juneteenth Celebration and Community Picnic, Saturday, June 17<sup>th</sup> 10 AM to 2 PM at Clinton Memorial AME Zion Church

Dances in the Park will be starting on Monday nights, July 3<sup>rd</sup> through August 28<sup>th</sup>.

For Village residents interested in the workings of the Southold Town Community Housing Fund half percent tax established by the Peconic Bay Region community Housing Fund Act link [www.southoldtownny.gov/1943/community-Housing-Fund](http://www.southoldtownny.gov/1943/community-Housing-Fund)

BOARD PUBLIC MEETING TO RECEIVE COMMENTS ON THE FOLLOWING STATE LIQUOR AUTHORITY APPLICATIONS

- Application for Zeytin 443 Greenport LLC
- Application for Zach Baba 314 Greenport LLC

VILLAGE OF GREENPORT TREE COMMITTEE ANNUAL REPORT

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 05-2023-1**

RESOLUTION adopting the May 2023, agenda as printed.

**RESOLUTION # 05-2023-2**

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

**RESOLUTION # 05-2023-3**

RESOLUTION ratifying the following, as approved at the work session meeting of the Village of Greenport Board of Trustees held on May 18, 2023:

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Transfer # 5179 to reallocate General Fund Park Payroll Expense to General Fund Carousel Expense to fund prevailing wage revision of cost proposal from Restoration Experts, and directing that Budget Transfer # 5179 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees and amended to include the authorization of a manual check to be issued for payment to Restoration Experts of NY, Inc and CNS Environmental Corp.

**RESOLUTION # 05-2023-4**

RESOLUTION ratifying the hiring of Michael Wineberger as a part-time Carousel employee at an hourly wage of \$15.00 per hour, effective, June 1, 2023.

**FIRE DEPARTMENT****RESOLUTION # 05-2023-5**

RESOLUTION approving the application for membership of Vernetta Taylor, to the Rescue Squad Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on April 18, 2023.

**RESOLUTION # 05-2023-6**

RESOLUTION approving Village of Greenport Fire Department Engine 8-3-2 to travel outside Suffolk County to the West Glens Falls, NY Fire Department Parade on June 17, 2023, reimbursement for accommodations, food and plus all applicable expenses.

## VILLAGE ADMINISTRATOR

**RESOLUTION # 05-2023-7**

RESOLUTION authorizing the solicitation of bids for the renovation of the Fire Department Station #1 restrooms in accordance with the design prepared by Martin Sendlewski, A.I.A. Architect, and directing Village Deputy Clerk Oddon to notice the bid solicitation accordingly.

**RESOLUTION # 05-2023-8**

RESOLUTION approving the attached, authorizing the Village of Greenport to enter into an easement agreement with Suffolk County, for the Suffolk County Downtown Revitalization Grant - Round - 20 and further to authorize Mayor Stuessi to execute any necessary documents.

**RESOLUTION # 05-2023-9**

RESOLUTION approving the attached Change Orders, authorizing Mayor Stuessi to execute the Change Orders 1-6, and authorizing the payment of the attached Change Orders in the amount of \$43,830.24, as recommended by J.R. Holzmacher P.E. LLC to the contract between the Village of Greenport and Construction Consultants LI, Inc. for the completion of the Greenport Sewage Treatment Plant Site Improvements at the Village of Greenport Wastewater Treatment Facility.

**RESOLUTION # 05-2023-10**

RESOLUTION authorizing the solicitation of bids for the construction of the North Ferry queueing area in accordance with the design prepared by LKMA, Consulting Engineers, with the project partially funded through the NYS Statewide Transportation Improvement Program and directing Village Deputy Clerk Oddon to notice the bid solicitation accordingly.

**RESOLUTION # 05-2023-11**

RESOLUTION approving the attached proposal from The Precision Group for the CC TV investigation of wastewater pipes in the vicinity of the Ludlum pump station in the amount of \$41,550.00 and in accordance with the attached current Onondaga County Contract bid prices and specifications, and authorizing Mayor Stuessi to sign the resulting Village of Greenport contract between the Village of Greenport and The Precision Group., on behalf of the Village of Greenport.

**RESOLUTION # 05-2023-12**

RESOLUTION accepting the Annual MS4 Report for the period ending March 9, 2023.

**RESOLUTION # 05-2023-13**

RESOLUTION accepting the attached proposal as submitted by J.R. Holzmacher P.E., LLC dated April 24, 2023 to prepare the required Annual MS-4 Report; and to submit the Annual MS-4 Report to the New York State Department of Environmental Conservation, at a total cost of \$ 1,600;; and authorizing Mayor Stuessi to sign the agreement between the Village of Greenport and J.R. Holzmacher P.E., LLC.

**RESOLUTION # 05-2023-14**

RESOLUTION hiring of Paul E. Parks III as a full-time Wastewater Treatment Plant Helper for the Village of Greenport, at a pay rate of \$20.00 per hour, effective May 31, 2023. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

**VILLAGE TREASURER****RESOLUTION # 05-2023-15**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5175 raising Sewer Fund Revenue and Expenses to fund change orders 1-6 for Construction Consultants LI pertaining to Wastewater Treatment Plant retaining wall project and site work, as well as funding CCTV exploration of sewer main near Ludlum Pump Station, and directing that Budget Amendment # 5175 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-16**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5176 to appropriate General and Sewer Fund reserves to fund replacement/ repair of various Village Roofs per Roof Bid Opening from March 3, 2023, and directing that Budget Amendment # 5176 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-17**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5177 to appropriate Electric Fund reserves to fund new load tap changers on transformer #1 at Light Plant, and directing that Budget Amendment # 5177 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-18**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5178 to appropriate Electric, Sewer, and Water Fund reserves to fund total not to exceed cost for NexGen Rate Study Proposal, and directing that Budget Amendment # 5178 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-19**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5180 to appropriate General Fund reserves to fund start up materials for Mitchell Park Marina and recovery of sunken mooring, and directing that Budget Amendment # 5180 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-20**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5181 to appropriate General, Electric, Water, and Sewer fund reserves to purchase two new copy machines at Village Hall, and directing that Budget Amendment # 5181 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-21**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment # 5182 to appropriate Electric Fund reserves to fund the purchase of a replacement switch for #1 transformer ltc step operator of voltage regulator, and directing that Budget Amendment # 5182 be included as part of the formal meeting minutes of the May 25, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 05-2023-22**

RESOLUTION awarding the bid dated March 9, 2023 to Louis Barbato Landscaping Inc., in the total amount of \$39,400.00 for the purchase and installation of engineered wood fiber and for Village supplied playground equipment and Village supplied borders at the Fifth Street Park, pursuant to more formal agreement.

**RESOLUTION # 05-2023-23**

RESOLUTION authorizing the Village of Greenport to use online billing and billpay services and accepting the attached proposal from Invoice Cloud for online billing and billpay services pursuant to a more formal agreement.

## VILLAGE DEPUTY CLERK

**RESOLUTION # 05-2023-24**

RESOLUTION approving the attached annual agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station, and authorizing Mayor Stuessi to sign the agreement between the Town of Southold and the Village of Greenport regarding the marine Pump-Out Station.

**RESOLUTION # 05-2023-25**

RESOLUTION approving the following musical performance schedule and a payment of \$ 1200.00 per each performance for the 2023 Dances in the Park program, to be expensed from Account A.7312.400 (Arts and Culture Exhibitions) and authorizing Mayor Stuessi to sign the performance agreements:

July 3	Gene Casey and the Lonesharks
July 10	Bachatu
July 17	Mambo Loco
July 24	Winston Irie
July 31	The Vendettas
August 7	Foster Europe featuring The Second Hands
August 14	Southbound
August 21	REEB (Real East End Brass)
August 28	The Hoodoo Loungers

**RESOLUTION # 05-2023-26**

RESOLUTION approving the contract between the Village of Greenport and James Schott for the provision of technical sound services at all nine (9) of the 2023 Dances in the Park performances, at a rate of \$600.00 per performance; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and James Schott, pursuant to more formal contract.

**RESOLUTION # 05-2023-27**

RESOLUTION rehiring Abigail Elizabeth Kunz as part-time seasonal lifeguard at Fifth Street Beach at an hourly wage of \$22.00 per hour, effective, June 14, 2023.

**RESOLUTION # 05-2023-28**

Resolution rehiring Christina LaPera as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage of \$22.00 per hour, effective June 14, 2023.

**RESOLUTION # 05-2023-29**

Resolution rehiring Anabelle Odell as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage of \$22.00 per hour, effective June 14, 2023.

**RESOLUTION # 05-2023-30**

Resolution hiring Luke Weir as a part-time seasonal lifeguard at Fifth Street Beach at an hourly rate of \$22.00 per hour, effective June 14, 2023.

**RESOLUTION # 05-2023-31**

RESOLUTION hiring of Christina North as a part-time Carousel employee at an hourly wage of \$15.00 per hour, effective, June 1, 2023.

**RESOLUTION # 05-2023-32**

RESOLUTION approving an increase in the hourly wage rate of part-time Recreation Department employee Joanne Jackson from \$18.00 per hour to \$20.00 per hour, effective May 25, 2023.

**RESOLUTION # 05-2023-33**

RESOLUTION hiring of Elizabeth Malinowski as a part-time seasonal Carousel and Recreation Center employee at an hourly wage rate of \$18.00 per hour, effective, May 25, 2023.

**RESOLUTION # 05-2023-34**

RESOLUTION hiring of Patrick Michael Ciampa as a part-time dock hand employee at an hourly wage of \$15.00 per hour, effective, June 15, 2023.

**RESOLUTION # 05-2023-35**

RESOLUTION scheduling a public hearing for 6:00 pm on Thursday, June 22, 2023 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Kate Rummel, Agent on behalf of 67 Sound Cheshire LP for the property at 520 Madison Avenue, Greenport, New York, 11944 to perform the following work:

to renovate the existing house, add two 1-story additions, install inground swimming pool, outdoor shower, gravel driveway and walkway, as well as an ecological restoration wetland buffer. +/- 144 cubic yards of fill will be excavated. Excavated material will be graded on site and directing Village Deputy Clerk, Odon to notice the public hearing accordingly.

**RESOLUTION # 05-2023-36**

RESOLUTION scheduling a public hearing for 6:00 pm on Thursday, June 22, 2023 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 Research Charters, Inc., c/o Walter Gezari for the property at 204 Carpenter Street, Greenport, New York, 11944 to perform the following work:

North Wall: Construct 246' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods from existing backing system.

East Wall: Construct 100' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods from existing backing system. Repair existing pier as necessary.

South Wall: Construct 125' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods from existing backing system. Construct 68'4" of new bulkhead along face of existing building section located over water on piling. Connect new tie-rods to face piling of existing bulkhead located below building. Remove existing 3'x12' fixed dock; 96' of existing bulkhead and 135 cubic yards of fill. Construct 85' of new bulkhead in new location, and

Fill: Fill all void areas landward of existing bulkheads and areas between old and new bulkhead.

and directing Village Deputy Clerk, Odden to notice the public hearing accordingly.

**RESOLUTION # 05-2023-37**

RESOLUTION approving the Public Assembly Permit Application submitted by Vicky Kotula on behalf of The Floyd Memorial Library to use a portion of Mitchell Park from 5:00 p.m. through 8:00 p.m. on August 1, 2023 for the annual Brady Rymer Children's Concert, with the permit fee for the event to be waived.

**RESOLUTION # 05-2023-38**

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 2, 2023 for a Police Festival, with the application fee for this event to be waived.

**RESOLUTION # 05-2023-39**

RESOLUTION approving the Public Assembly Permit Application submitted by Standard Hose Company # 4 of the Greenport Fire Department for the use of the grounds at the Station One Firehouse from 7:00 a.m. through 10:00 p.m. on August 19, 2023 for the annual Chicken Barbecue Fundraiser, with the application fee for this event to be waived.

**RESOLUTION # 05-2023-40**

RESOLUTION approving the Public Assembly Permit application submitted by St. Agnes R.C. Church, from 8:30PM to 10PM on Saturday, June 10, 2023, starting their procession at St. Agnes R.C. Church at 523 Front Street accepting the proposed route with temporary road closures: Front Street to Fifth Street, Fifth Street to Wiggins Street, and Wiggins Street to Sixth Street, with the application fee for this event to be waived.



**RESOLUTION # 05-2023-43**

Resolution amending Resolution # 03-2023-18 approving the Public Assembly Permit Application submitted by Candace Hall for the use of the Third Street Basketball Court from 11:00 a.m. through 7:00 p.m. on July 22, 2023 for the annual Youth Basketball Tournament and amend to include for further safety reasons temporarily closing traffic in both directions between Center Street and North Street.

**MAYOR****RESOLUTION # 05-2023-41**

Motion to appoint the following to the Village of Greenport Conservation Advisory Council, for a term of one (1) year:

Paul J. Pallas, Village Administrator  
Paul Kreiling  
John Saladino

**VOUCHER SUMMARY****RESOLUTION # 05-2023-42**

RESOLUTION approving all checks per the Voucher Summary Report dated May 23, 2023, in the total amount of \$494,573.99 consisting of:

- o All regular checks in the amount of \$421,685.18, and
- o All prepaid checks (including wire transfers) in the amount of \$72,888.81.

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B1 - Transfer Status: Batch  
 Trans No: 5179 Trans Date: 05/08/2023 User Ref: STEPHEN  
 Requested: S GAFFGA Approved: Created by: STEPHEN 05/08/2023  
 Description: TO TRANSFER FUNDS TO FUND CAROUSEL CLEANING AND ABATEMENT Account # Order: No  
 PREVAILING WAGE REVISION Print Parent Account: No

Account No.	Account Description	Amount
A.7110.101	PARKS..RECREATION PERSONNEL	-16,690.00
A.7312.401	CAROUSEL EXPENSE	16,690.00
<b>Total Amount:</b>		<u>0.00</u>

**Capital Project Contract**

**This Contract (“the Contract”)** is between the **County of Suffolk (“the County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Economic Development and Planning (“the Department”)**, located at 100 Veterans Memorial Highway, 11<sup>th</sup> Floor, Hauppauge, New York 11788; and the **Village of Greenport (“Contractor”)**, a municipal corporation, having an address at 236 Third Street, Greenport, NY 11944.

The Contractor has been designated as a recipient of Round XX Downtown Revitalization Funds per Suffolk County Resolution No. 750-2022 and has heretofore expressed its desire to undertake or assist in undertaking the Downtown Revitalization project as set forth Article I, entitled “Description of Services,” and Exhibit 2 herein.

**Term of the Contract:** April 1, 2023 through March 31, 2025; with two (2) one (1) year options, to be exercised at the County’s discretion, on the same terms and conditions herein.

**Total Cost of the Contract:** Shall not exceed **\$29,899.00**, to be paid as set forth in Article V and Exhibit 2, attached.

**Terms and Conditions:** Shall be as set forth in Articles I through V, and Exhibits 1 through 4, attached hereto and made a part hereof.

**In Witness Whereof**, the parties hereto have executed the Contract as of the latest date written below.

**Village of Greenport**

By: \_\_\_\_\_  
Name: Hon. Kevin Stuessi  
Title: Mayor  
Fed. Tax ID #: 11-6002115  
Date \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalties of perjury that I am an officer of Village of Greenport, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the Village of Greenport meets all requirements to qualify for exemption there under.

Name \_\_\_\_\_ Date \_\_\_\_\_

**Approved as to Form:**  
**Dennis M. Brown**  
**Acting County Attorney**

By: \_\_\_\_\_  
Brittany L. Toledano  
Assistant County Attorney  
Date \_\_\_\_\_

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_  
Lisa Black  
Chief Deputy County Executive  
Date: \_\_\_\_\_

**Approved:**  
**Department of Economic Development and Planning**  
By: \_\_\_\_\_

Name: Sarah Lansdale  
Title: Commissioner  
Date \_\_\_\_\_

Barcode:

Exhibit 4

**EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the **Village of Greenport**, a municipal corporation of the State of New York having its principal place of business at 236 Third Street, Greenport, NY 11944. (hereinafter referred to as "Grantor"); and the **County of Suffolk**, a municipal corporation of the State of New York with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantee"):

**WITNESSETH:**

**WHEREAS**, the Grantor covenants that it is seized of certain premises (the "Subject Premises") described in Schedule "A", attached hereto and made a part hereof, of which a Map or Survey is also attached hereto and made a part of hereof, as Schedule "B", and further the Grantor also covenants that it has good right and title to convey the Subject Premises; and

**WHEREAS**, the Grantor desires to participate in the Grantee's Downtown Revitalization / Beautification and Renewal Program, which will consist of a joint project in which the Grantee shall agree, pursuant to an intermunicipal agreement between the Grantor and the Grantee, to assist in the financing of the construction of certain infrastructure improvements on land not owned by the Grantee; and

**WHEREAS**, in conformity with the Grantee's Downtown Revitalization / Beautification and Renewal Program, the Grantor is required to grant an easement to the Grantee, comprised of that portion of the Subject Premises upon which such infrastructure improvements will be built, along with the real property necessary to gain access to such infrastructure improvements; and

**WHEREAS**, the Grantor desires to convey an easement, for the time period stipulated in paragraph 6 of this Indenture, on, over, across and in all or a portion of the Subject Premises to the Grantee, and its successors and assigns, for the purposes as set forth below:

**NOW, THEREFORE**, the Grantor does hereby grant and convey unto the Grantee, and its successors and assigns, an easement on, over, across and in the Subject Premises (hereinafter referred to as the "Easement," described in Schedule A, of which a map or survey is also attached as Schedule B).

Said Easement herein granted includes the following rights and privileges:

1. The right and privilege, but not the obligation or duty, to ascertain site conditions and/or inspect, build, operate, maintain, remediate and gain access, as necessary, to the following infrastructure improvements (the "Infrastructure

Improvements”) at the Subject Premises without limitation, along with the real property necessary to gain access to such Infrastructure Improvements:

A) Installation of light sculptures along the wall of the alleyway connecting East Main Street and the Town-owned parking lot (on Peconic Riverfront), pursuant to Suffolk County Resolution 750-2022

2. Such right and privilege is for the purpose of protecting the Grantee’s interest in this Easement only, and is not for the purpose of ensuring the safety of persons on or near the Subject Premises.

3. The right and privilege shall be deemed to include, but not be limited to, ingress and egress over the Subject Premises in order to accomplish the rights and privileges granted in paragraph 1 of this Easement; and

4. The right to clear and disturb, in any reasonable manner, form or way, without limitation, the Subject Premises to effectuate the terms of this Easement.

TO HAVE AND TO HOLD, the rights and easements granted herein unto the Grantee, and its successors and assigns, and which shall run with the Subject Premises for the time period stipulated in paragraph 6 of this Easement, said Grantor and Grantee mutually agree and covenant as follows:

5. All Infrastructure Improvements as identified in paragraph 1 above, constructed by or on behalf of the Grantor, and its successors and assigns, upon the Easement, shall be and remain property of the Grantee, and its successors and assigns, until such time as this Easement is terminated.

6. a. This Easement shall commence upon its execution by the Grantor, and is deemed a condition precedent for the Grantee’s participation in the funding of the Grantor’s Infrastructure Improvements via the Grantee’s issuance of its notes and /or bonds.

b. This Easement shall terminate upon the condition precedent of written notice given by the Grantee to the Grantor, upon the occurrence of either of the following events:

(i) That the subject notes and/or bonds issued to finance all or part of the costs of the Infrastructure Improvements are fully paid and retired.

(ii) Upon full payment by the Grantor to the Grantee, of an amount comprised of the outstanding principal amount of the Grantee’s notes and/or bonds issued to finance all or part of the cost of the Infrastructure Improvements, plus all of the Grantee’s issuance costs, interest costs, redemption premiums, and penalties, if any, and administrative soft costs therefore, should there be any failure to comply with the terms and

conditions of the Capital Project Agreement between the Grantor and the Grantee of even date herewith.

7. The Grantee shall have the right of quiet enjoyment of said rights and easement.

8. The Grantee agrees to reasonably restore any Easement area(s) or other areas on the Subject Premises disturbed by the Grantee to a condition similar to that which existed prior to the disturbance.

9. The Grantor agrees that the terms, conditions, covenants, restrictions, and purposes of this Easement shall continue for the time period stipulated in paragraph 6 above, and the same shall be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests itself of either the fee simple title to, or other possessory interest in the Subject Premises, or any portion thereof, specifically setting forth the date of this Easement and also the date that this Easement was recorded in the Suffolk County Clerk's Office, and the Liber and page thereof.

10. Except as set forth in paragraph 11 below, any rule of strict construction designed to limit the breadth of the restrictions in the use of the Easement shall not apply in the construction or interpretation of this Easement, and, this Easement shall be interpreted broadly to effectuate the purposes of this Easement as intended by the Grantor and Grantee.

11. The Grantor and Grantee acknowledge, agree and accept that this Easement shall be deemed to have been made pursuant to and in accordance with Suffolk County Legislative Resolution No. 808-1998 and the Rules and Regulations promulgated thereunder, and the Grantor shall be, and remain in compliance therewith.

12. Notwithstanding anything to the contrary, the Grantor, and its successors and assigns, agree that anyone who legally uses the Subject Premises, shall have the reasonable right to reasonably cross over the Easement, so long as the Grantee's rights, privileges and usage, as stipulated in this Easement, are not obstructed thereby.

13. The Grantor shall maintain the Easement in good repair at its sole cost and expense.

14. The Grantor shall, at its sole cost and expense, secure any and all permits or licenses which may be lawfully required by, and shall abide by all laws, rules, regulations and codes of, each and every municipality and/or department and/or agency, whether federal, state, or local, having jurisdiction in or over the Easement.

15. It is intended by the parties to this Indenture that the Easement is necessary for the issuance of bonds in connection with the Grantee's Downtown Revitalization / Beautification and Renewal Program and the Grantor's participation in such program, and is not intended to establish any liability to the Grantee regarding any construction, building or work performed at the Subject Premises. The Grantor agrees

that it shall protect, indemnify and hold harmless the Grantee and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, whatsoever, arising out of the acts, omissions or the negligence of the Grantor in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement. The Grantor shall defend the Grantee and its officers, officials, employees, contractors, agents and other persons in any claim and/or suit, including appeals, or at the Grantee's option, pay the Grantee reasonable attorneys' fees for defense of any such suit arising out of the acts, omissions or negligence of the Grantor, its officers, officials, employees, subcontractors or agents, if any, in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement.

16. The Grantor represents and warrants that neither the Grantor nor any official, officer, or employee of Grantor, has offered or given any gratuity to any official, employee or agent of Grantee, Suffolk County, New York State or any political party with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that Grantor has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

17. The Grantor, in compliance with Section 13 of the Lien Law, hereby covenants that the Grantor will receive the funding provided by the Grantee under the Grantee's Downtown Revitalization / Beautification and Renewal Program and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any purpose.

18. This Easement shall run with the land and shall be binding upon the parties thereto, their heirs, distributees, executors, successors, and assigns for the time period set forth in paragraph 6 above.

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IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Easement as of the date first above written.

**Village of Greenport**

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

Name: Hon. Kevin Stuessi

Title: Mayor

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

**County of Suffolk**

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

Name: Lisa Black

Title: Chief Deputy County Executive

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

**Approved:  
Department of Economic Development &  
Planning**

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

Sarah Lansdale

Commissioner

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

**Approved as to Form:  
Dennis M. Brown  
Acting County Attorney**

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

Brittany L. Toledano

Assistant County Attorney

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



ACKNOWLEDGEMENTS

STATE OF NEW YORK }  
  SS:  
COUNTY OF SUFFOLK }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

STATE OF NEW YORK }  
  SS:  
COUNTY OF SUFFOLK }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

Change Order No. 1

July 29, 2022

INC. VILLAGE OF GREENPORT  
 Sewage Treatment Plant Site Improvements  
 Contract 1  
 Project No. GrptV 16-03

Description of Change

Item A: Addition of concrete slab replacement approximately 450 sq.ft. (As requested by Owner)

Reason for Change

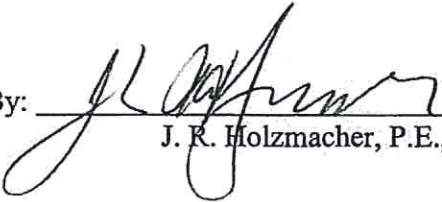
Item A: Nearly all existing concrete panels at the top of the staircase are cracked and need replacing. Limits of replacement set by owner.

Cost Change

a) Total Increase in Construction Cost	\$ 6,264.00
450 SF x \$11.60 per SF = \$5,220 x 1.2 = \$6,264.00	

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
New Total	\$ 556,101.50

Recommended By:  Date: 8/1/22  
 J. R. Holzmacher, P.E., LLC

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CCLI, Inc.

Change Order No. 2

July 29, 2022

INC. VILLAGE OF GREENPORT  
 Sewage Treatment Plant Site Improvements  
 Contract 1  
 Project No. GrptV 16-03

Description of Change

Item A: Additional RCA and geogrid along portion of access roadway (As requested by Owner)

Reason for Change

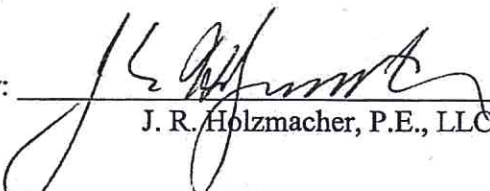
Item A: The access roadway located along the south side of the BNR tanks may require additional support in anticipation of heavy truck loading. At the request of the owner an additional layer of compacted RCA base and geogrid will be installed for approximately 100' of the roadway.

Cost Change

a) Total Increase in Construction Cost \$ 2,572.80  
 $134 \text{ SY} \times \$16.00 \text{ per SY} = \$2,144.00 \times 1.2 = \$2,572.80$

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
New Total	\$ 558,674.30

Recommended By:  Date: 8/11/22  
 J. R. Holzmacher, P.E., LLC

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CCLI, Inc.

Change Order No. 3

July 29, 2022

INC. VILLAGE OF GREENPORT  
 Sewage Treatment Plant Site Improvements  
 Contract 1  
 Project No. GrptV 16-03

Description of Change

Item A: Additional sand for backfill of area behind retaining walls, approximately 650 CY.

Reason for Change

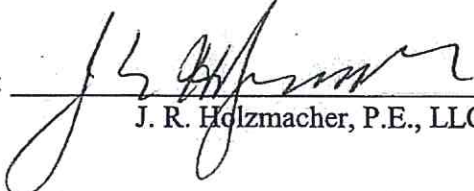
Item A: Existing materials used for the backfill on the aeration sludge holding tank were of poor quality and led to extensive settlement and concrete failure. New granular soils are required to prevent future settlement issues.

Cost Change

a) Total Increase in Construction Cost \$ 18,135.00  
 650 CY x \$23.25 per CY = \$15,112.50 x 1.2 = \$18,135.00

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
New Total	\$ 576,809.30

Recommended By:  Date: 8/1/22  
 J. R. Holzmacher, P.E., LLC

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CCLI, Inc.

P:\2016\GrptV\16-03 STP Retaining Wall\Correspondence\Construction Phase\Change Orders\2022-07-29 Change Order 3.doc

Change Order No. 4

July 29, 2022

INC. VILLAGE OF GREENPORT  
 Sewage Treatment Plant Site Improvements  
 Contract 1  
 Project No. GrptV 16-03

Description of Change

Item A: Change of material being placed below retaining wall footings from 8" of well compacted RCA to 8" of well compacted crushed stone.

Reason for Change

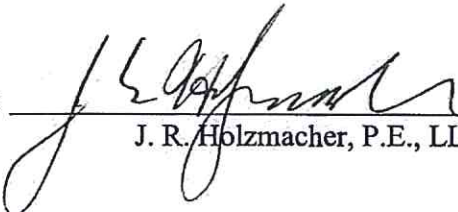
Item A: Perched water is being encountered during excavation for placement of retaining wall footings. Crushed stone would allow for greater ease of constructability due to the wet conditions.

Cost Change

a) Total Increase in Construction Cost \$ 1,248.00  
 $13.0 \text{ CY} \times \$80.00 \text{ per CY} = \$1,040.00 \times 1.2 = \$1,248.00$

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
Change Order No. 4	\$ 1,248.00
New Total	\$ 578,057.30

Recommended By:  Date: 8/1/22  
 J. R. Holzmacher, P.E., LLC

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CCLI, Inc.

Change Order No. 5

July 29, 2022

INC. VILLAGE OF GREENPORT  
 Sewage Treatment Plant Site Improvements  
 Contract 1  
 Project No. GrptV 16-03

Description of Change

Item A: Proposed bottom of footing to be raised and set 3' below grade, not 4' as shown on the plans.

Reason for Change

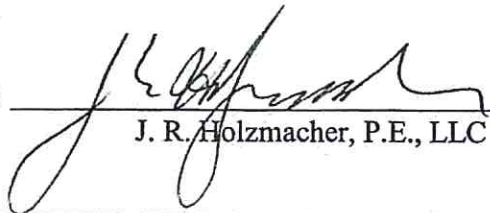
Item A: The existing retaining wall shown on the site's original plans along the aeration sludge holding tank was not encountered. Raising the bottom of footings of the proposed retaining wall from 4' below grade to 3' below grade will reduce the amount of excavation that will take place along the side of the existing aeration sludge holding tank that is to remain in service.

Cost Change

a) Total Reduction in Construction Cost	\$ (2,011.56)
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Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
Change Order No. 4	\$ 1,248.00
Change Order No. 5	\$ (2,011.56)
New Total	\$ 576,045.74

Recommended By:  Date: 8/11/22  
 J. R. Holzmacher, P.E., LLC

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

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CCLI, Inc.

P:\2016\GrptV\16-03 STP Retaining Wall\Correspondence\Construction Phase\Change Orders\2022-07-29 Change Order 5.doc



PCO #006

Construction Consultants LI, Inc.
36 East 2nd Street
Riverhead, New York 11901
Phone: +16317276604

Project: - Greenport Sewage Treatment Plant Site Improvements
1885 Moores Ln
Greenport, New York 11944

Prime Contract Potential Change Order #006: Lower Grade at Diffusion Well

Table with 4 columns: Field Name, Value 1, Value 2, Value 3. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Lower Grade at Diffusion Well

CHANGE REASON: Field Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Below please find the scope of work and associated cost to lower the beehive casting, landscape the area around the diffusion well, re-grade topsoil and seed in order to utilize the landscape area for additional storm water.

- 1. Mobilize and demobilize equipment.
2. Strip and stockpile existing topsoil.
3. Lower beehive casting approx. 19".
4. Cut subgrade and relocate surplus to the north landscape area.
5. Subgrade the bowl area around diffusion well.
6. Respread topsoil and seed including 20cy of imported topsoil.

ATTACHMENTS:

Table with 7 columns: #, Budget Code, Description, Qty, Units, Unit Cost, Subtotal. Includes line item 1 for Earthwork and Labor, and summary rows for Subtotal, GC Overhead & Profit, and Grand Total.

Bob Holzmacher (J.Robert Holzmacher P.E., LLC)
3555 Veterans Memorial Highway, Suite A
Ronkonkoma, New York 11779

Village of Greenport
236 Third St.
Greenport, New York 11944

CCLI
36 East 2nd Street
Riverhead, New York 11901

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



THE  
**P R E C I S I O N**  
 Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.  
 Precision Trenchless, LLC  
**G R O U P**

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV work for the Village of Greenport NY. This work is to be piggyback under the Onondaga Contract #0000004284

**Work scope included in pricing**

- CCTV with thumb drive video and reports for 2800ft of 8” sanitary sewer main
- High pressure jetting and cleaning of all pipe – up to 3 passes
- PW rates – Labor and Equipment

**Exclusions**

- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Anything not otherwise mentioned in this proposal

• 2,800 ft of CCTV and Cleaning @ \$13.50 per ft	\$37,800.00
• Mobilization / Demobilization	\$3,750.00

**Project cost estimate \$41,550.00**

Please sign/date and send back if approved to begin work

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please contact me with any questions  
Sincerely,

Sean Bergman  
313-319-6719  
sbergman@precisiontrenchless.com



## ONONDAGA COUNTY DIVISION OF PURCHASE

421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, NY 13202

Phone (315) 435-3458 Fax (315) 435-3424

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**Daniel Hammer**  
Purchasing Director

April 24, 2023

Mara Kilburn  
Precision Trenchless LLC  
1710 Erie Boulevard  
Schenectady NY 12308

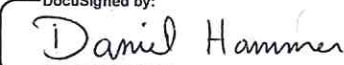
Re: Bid Ref. #0010394  
For: Cured In-Place Pipe  
Dept.: Water Environment Protection

Dear Ms. Kilburn:

Onondaga County is extending the term of this bid sixty (60) days from the expiration date of June 30, 2023 to August 30, 2023 or until a new contract takes effect.

Thank you for your continued service.

Sincerely,

DocuSigned by:  
  
57E9E966235047B...

Daniel Hammer  
Director

DH/ag



Onondaga County  
Executive Department  
Division of Purchase

John H. Mulroy Civic Center, 13<sup>th</sup> Floor  
421 Montgomery Street  
Syracuse, NY 13202  
www.ongov.net  
Phone (315) 435-3458

**J. RYAN MCMAHON, II**  
*County Executive*

**DANIEL HAMMER**  
*Director*

April 4, 2022

Mara Kilburn  
Precision Trenchless LLC  
1710 Erie Blvd  
Schenectady NY 12308

Bid Ref. No.: 0010394  
For: Cured In Place Pipe

Dear Ms. Kilburn:

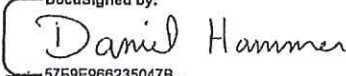
This is to inform you that the subject contract has been approved for renewal for an additional one (1) year period. Said period shall commence July 1, 2022 and terminate June 30, 2023.

Your acceptance or declination of the renewal of this contract under the same terms and conditions should be indicated with your signature below. Thereafter, return this letter to the attention of Alycia Guy within ten (10) days, or email [alyciaguy@ongov.net](mailto:alyciaguy@ongov.net). Failure to respond within the time specified may result in this contract being re-bid.

Please be advised that all insurance documents must be kept current. Please resubmit insurance documents, including workman's compensation, as originally specified for the duration of this contract. Please address this immediately as vendors may not be paid until all documents are current.

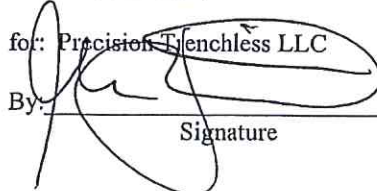
Thank you for your attention to this matter.

Sincerely,

DocuSigned by:  
  
Daniel Hammer  
Director

DH/ag

Cc: Michael Gittschau, file

<p>I <u>ACCEPT</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>By:  _____</p> <p>Signature</p>	<p>I <u>DECLINE</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>_____</p> <p>Signature</p>
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## AGREEMENT

**DEPARTMENT: Water Environment Protection**

**CONTRACT NO. 0000004284**

Description: Cured In-Place Pipe Lining	Begin Date: July 01, 2020
Supplier Contract Ref: bid #0010394	Expire Date: June 30, 2023
Supplier: PRECISION TRENCHLESS LLC	
Supplier ID: 0000029531	
Lawrence Curtis	Administrator/Buyer: Howard Mansfield
LCurtis@PIM-Inc.com	HowardMansfield@ongov.net
518-346-5800	315-435-3458
1710 ERIE BLVD, SCHENECTADY, NY, 12308	County address: John H. Mulroy Civic Center, 13 <sup>th</sup> floor, 421 Montgomery Street, Syracuse, NY 13202-2989

This Agreement, made and entered into and effective ("Effective Date") as of the latter date this Agreement is signed by the County of Onondaga ("County") and PRECISION TRENCHLESS LLC ("Supplier"), is as follows:

### **WORK TO BE PROVIDED:**

County engages Supplier to timely provide the material, equipment, labor and/or services ("Work") set forth in the attached **Exhibit #1** - *Time for Work (Performance or Delivery) and Technical Specifications*.

Such Work will be authorized by the County only upon issuance of a purchase order ("Purchase Order") and only to the extent specified therein. Each such duly issued Purchase Order shall specify the extent of the Work.

This Agreement establishes the master set of terms and conditions governing the Work authorized by the issuance of one or more such Purchase Orders. Until such time as a Purchase Order is issued by County for specific portions of the Work, following a certification within the County that funds are appropriated and available to support such Work, County shall not have incurred a financial obligation under this Agreement for such Work.

### **TIME FOR WORK (PERFORMANCE OR DELIVERY) AND TECHNICAL SPECIFICATIONS:**

The Supplier shall perform the Work, subject only to the issuance of a Purchase Order, according to the timeline for the Work set for on **Exhibit #1**.

### **PRICING:**

The pricing ("Pricing") paid for the Work performed shall be according to the terms set forth on **Exhibit A**.

**TERM:**

The term ("Term") of this Agreement shall commence on July 01, 2020 and shall continue for a period of one year, unless terminated earlier.

**RENEWAL:**

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

**USE OF ELECTRONIC CONTRACT SYSTEM:**

The parties acknowledge that this Agreement memorializes the agreement of the parties on the terms and conditions governing the transaction described herein **and that this Agreement takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience.** The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

**STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS**

The Supplier shall perform the Work according to the standard terms and conditions ("Standard Terms and Conditions") set forth on **Exhibit B**. The Supplier shall, throughout the Term of this Agreement, comply with all the insurance requirements ("Insurance Requirements") set forth in **Exhibit C**.

**EXHIBITS:**

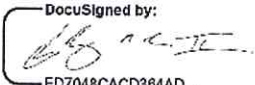
The following documents are incorporated into this Agreement by reference and are made a part hereof:

- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

IN WITNESS WHEREOF, County and Supplier have executed this Agreement on the dates hereinafter written.

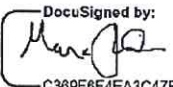
County of Onondaga

Dated:

By:   
ED7048CACD384AD...  
J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By:   
C369F6F4EA3C47E...

# J.R. Holzmacher P.E., LLC

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

April 24, 2023

Paul Pallas, P.E., Village Administrator  
Inc. Village of Greenport  
234 Sixth Street  
Greenport, NY 11944

Re: Proposal for Engineering Support for  
Miscellaneous Projects – MS4 Annual  
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

## SCOPE OF WORK

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2022-2023 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will use this report as an on-going training opportunity for that staff member. The report will be for the plan year from March 10, 2022 to March 9, 2023. We recommend that the draft report be prepared as quickly as possible in order to meet all regulatory submission deadlines.

We propose the following for your consideration.

### **Task I – MS4 Annual Report**

We anticipate that the following work will be necessary:

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

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.
- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

## **Task II – Additional Services**

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the USEPA, NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

## **SCHEDULE**

### **Task I – MS4 Annual Report**

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.



**Task II – Additional Services**

Additional services will be rendered as requested with a mutually agreeable schedule.

**COST PROPOSAL**

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

**Task I – MS4 Annual Report**

Lump Sum \$1,600.

**Task II – Additional Services**

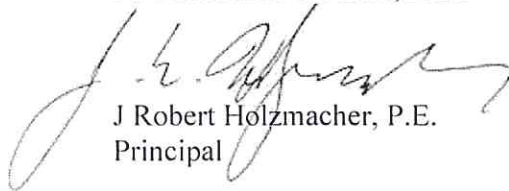
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

**AGREEMENT**

A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing an equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 if you have any questions.

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



J Robert Holzmacher, P.E.  
Principal

Accepted by: \_\_\_\_\_

For: Inc. Village of Greenport

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

Client Contact Phone Number: \_\_\_\_\_

JRH:j

Encl.

q: 2023 grpv 23-01 retainer billing proposals lp grpv ms4.doc

**J.R. Holzmacher P.E., LLC - COST PROPOSAL/BACKUP SHEET**

**2023 Hourly Rates**

<b>LABOR</b>					
<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
J. Robert Holzmacher, P.E.	Principal	\$ 250.00	/hour	0	\$ -
Michael Simon, P.E.	Principal	\$ 225.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Principal	\$ 225.00	/hour	0	\$ -
Anthony J. Zalak	Principal	\$ 170.00	/hour	0	\$ -
Steven Uccellini	Principal	\$ 160.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 150.00	/hour	0	\$ -
Kevin Fedorko	Staff Architect	\$ 150.00	/hour	0	\$ -
Andrew Hine, I.E.	Project Engineer	\$ 150.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 140.00	/hour	0	\$ -
Daniel Mastrococo	Project Engineer	\$ 140.00	/hour	0	\$ -
Mia Tagliagambe	Project Engineer	\$ 130.00	/hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 130.00	/hour	0	\$ -
Amanda Chiappone	Project Scientist	\$ 110.00	/hour	0	\$ -
Nancy Shemet	Project Scientist	\$ 110.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 110.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 99.00	/hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 85.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Dylan Clemente, P.E.	Associate Structural Engineer	\$ 150.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	<b>Total Direct Labor</b>			0	\$ -
<b>SUPPLIES &amp; EQUIPMENT</b>					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.50	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.585	/mile	0	\$ -
	<b>Total Supplies &amp; Equip.</b>				\$ -
	<b>Total Direct Costs</b>				\$ -

# J.R. Holzmacher P.E., LLC

## Hourly Rates in Effect for 2023

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	200.00 – 375.00*
Architect	200.00 – 350.00*
Associates	200.00 – 315.00*
Project Managers	140.00 – 315.00*
Senior Engineers	150.00 – 315.00*
Engineers	110.00 – 200.00*
Senior Geologists / Hydrogeologists	150.00 – 315.00*
Geologists / Hydrogeologists	110.00 – 175.00
Sr. Environmental Scientists	120.00 – 180.00
Environmental Scientists	110.00 – 175.00
GIS/IT Specialist	120.00 – 175.00
Designer – Engineering Tech	100.00 – 150.00
Field Technicians	90.00 – 130.00
Support Staff	85.00 – 105.00

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

### **Travel, Subsistence, and Other Direct Expenses**

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.665 per mile.

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

# J.R. Holzmacher P.E., LLC

## Standard Terms and Conditions of Service

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

### Services

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

### Confidentiality

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

### CLIENT'S RESPONSIBILITIES - The Client shall:

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

## J.R. Holzmacher P.E., LLC

### Insurance

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

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

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

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

## J.R. Holzmacher P.E., LLC

### Billing and Payments

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

### Ownership of Documents

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

### Delegation of Duties

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

### Termination

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

## J.R. Holzmacher P.E., LLC

### Governing Law

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

### Arbitration

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

### Unavoidable Delay

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

### Severability

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

### Interpretation of Subsurface Conditions

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

## **J.R. Holzmacher P.E., LLC**

### Construction Cost Opinions

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

### Construction Site Safety

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

### Hourly Rates of Compensation

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

### Sales Tax

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



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023	Period: 5	Trans Type: B2 - Amend	Status: Batch
Trans No: 5175	Trans Date: 05/02/2023	User Ref: STEPHEN	
Requested: A. HUBBARD	Approved:	Created by: STEPHEN	05/02/2023
Description: TO RAISE REVENUES FROM SEWER OTHER REVENUE AND EXPENSES FOR WWTP AND MAINT OF MAIN SEWER TO FUND CCLI CHANGE ORDERS 1-6 AND TO FUND CCTV SEWER PIPE EXPLORATION FROM LUDLUM PUMP STATION.			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
G.2770	OTHER REVENUE	85,408.24
G.8130.205	WASTE WATER TREATMENT PLANT..	43,858.24
G.8120.400	MAINT OF MAIN SEWERS..	41,550.00
<b>Total Amount:</b>		170,816.48

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2 - Amend Status: Balch  
Trans No: 5176 Trans Date: 05/02/2023 User Ref: STEPHEN  
Requested: S GAFFGA Approved: Created by: STEPHEN 05/02/2023  
Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT/ REPAIR OF Account # Order: No  
VARIOUS ROOF'S AT WWTP, FIRE DEPT STATION 2, VILLAGE HALL Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	10,400.00
A.8843.900	TRANSFER TO CAPITAL..	10,400.00
H.2816.500	TRANSFER FROM GENERAL..	10,400.00
H.1620.200	VILLAGE BUILDINGS CAPITAL IMPROVEMENTS	10,400.00
G.5990	APPROPRIATED FUND BALANCE	42,500.00
G.8130.205	WASTE WATER TREATMENT PLANT..	36,000.00
G.8130.203	MAJOR PUMP STATION REPAIR..	6,500.00
<b>Total Amount:</b>		<b>126,600.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2 - Amend Status: Batch  
Trans No: 5177 Trans Date: 05/02/2023 User Ref: STEPHEN  
Requested: D JACOBS Approved: Created by: STEPHEN 05/02/2023  
Description: TO APPROPRIATE ELECTRIC FUND RESERVES FOR LOAD TAP CHANGERS ON TRANSFORMER #1  
Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	8,740.00
E.0361	DIST SUBSTATION EQUIPMENT	8,740.00
Total Amount:		17,480.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2- Amend Status: Batch  
Trans No: 5178 Trans Date: 05/08/2023 User Ref: STEPHEN  
Requested: S GAFFGA Approved: Created by: STEPHEN 05/08/2023  
Description: TO APPROPRIATE ELECTRIC, WATER, AND SEWER RESERVES TO FUND  
NEXGEN RATE STUDY PROPOSAL Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	36,820.00
E.0781.100	EXECUTIVE DEPT..	36,820.00
F.5990	APPROPRIATED FUND BALANCE	5,670.00
F.8310.409	EXECUTIVE DEPT..	5,670.00
G.5990	APPROPRIATED FUND BALANCE	14,150.00
G.8110.405	EXECUTIVE DEPT..	14,150.00
<b>Total Amount:</b>		<b>113,280.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2023	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5180	Trans Date:	05/08/2023	User Ref:	STEPHEN		
Requested:	R. ALBANESE	Approved:		Created by:	STEPHEN		05/08/2023
Description:	TO APPROPRIATE GENERAL FUND RESERVES FOR START UP MATERIALS AND SUPPLIES FOR MITCHELL PARK MARINA AND DIVER SUPPORT FOR DROPPED MOORING CHAIN					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	5,400.00
A.7230.408	MITCHELL MARINA R & M	5,400.00
	<b>Total Amount:</b>	<b>10,800.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023	Period: 5	Trans Type: B2 - Amend	Status: Batch
Trans No: 5181	Trans Date: 05/10/2023	User Ref: STEPHEN	
Requested: S GAFFGA	Approved:	Created by: STEPHEN	05/10/2023
Description: TO APPROPRIATE GENERAL, ELECTRIC, WATER, AND SEWER FUND RESERVES TO FUND PURCHASE OF TWO NEW COPY MACHINES FOR VILLAGE HALL			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	4,375.00
A.1620.400	BUILDING CONTR EXP..	4,375.00
E.5990	APPROPRIATED FUND BALANCE	4,375.00
E.0388	MISCELLANEOUS GENERAL EQUIPMEN	4,375.00
G.5990	APPROPRIATED FUND BALANCE	4,375.00
G.8110.411	MISCELLANEOUS EXPENSE..	4,375.00
F.5990	APPROPRIATED FUND BALANCE	1,500.00
F.8310.201	OFFICE FURNITURE & EQUIPMENT..	1,500.00
<b>Total Amount:</b>		<b>29,250.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023	Period: 5	Trans Type: B2 - Amend	Status: Batch
Trans No: 5182	Trans Date: 05/10/2023	User Ref: STEPHEN	
Requested: D JACOBS	Approved:	Created by: STEPHEN	05/10/2023

Description: TO APPROPRIATE ELECTRIC FUND RESERVES TO PURCHASE A REPLACEMENT SWITCH FOR #1 TRANSFORMER LTC STEP OPERATOR OF VOLTAGE REGULATOR

Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	1,834.00
E.0361	DIST SUBSTATION EQUIPMENT	1,834.00
<b>Total Amount:</b>		<b>3,668.00</b>

**IMA Town of Southold and Village of Greenport  
Town Pump Out Boats on Village Waterways**

**Intermunicipal Agreement**

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

**Term of Agreement:** Shall be from May 20, 2023 through October 31, 2023

**Total Cost of Agreement:** As provided in this Agreement

**Whereas,** the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

**Whereas,** the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

**Whereas,** the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

**Now, Therefore,** in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 10:00 a.m. until 4:00 p.m., upon advanced seven (7) days written notice beginning May 20, 2023 through October 31, 2023, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village waterways shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals shall at all times remain and considered to be employees of the Town.

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump Out Station at a rate of fifty-five cents (\$0.55) per gallon. The Mitchell Marina Dock Master or his/



**IMA Town of Southold and Village of Greenport  
Town Pump Out Boats on Village Waterways**

her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of this agreement. The Town agrees to hold harmless and indemnify the Village and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees while acting within their scope or capacity of this agreement.

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$1,000,000 and \$1,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

7. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**In Witness Whereof**, the parties hereto have executed this Agreement as of the latest date written below.

**Town of Southold**

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

Hon. Scott A. Russell  
Supervisor

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

5/11/23

**Village of Greenport**

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

Hon. Kevin Stuessi  
Mayor

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

IMA Town of Southold and Village of Greenport  
Town Pump Out Boats on Village Waterways

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the     day of May, in the year 2023, before me, the undersigned, personally appeared Kevin Stuessi, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and office of person taking the  
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the 1<sup>st</sup> day of May, in the year 2023, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren M. Standish  
Signature and office of person taking the  
Acknowledgement

LAUREN M. STANDISH  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01ST6164008  
Qualified in Suffolk County  
Commission Expires April 9, 2027



## RESOLUTION 2023-422

ADOPTED

DOC ID: 19119

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**THIS IS TO CERTIFY THAT THE FOLLOWING RESOLUTION NO. 2023-422 WAS ADOPTED AT THE REGULAR MEETING OF THE SOUTHOLD TOWN BOARD ON MAY 9, 2023:**

**RESOLVED** that the Town Board of the Town of Southold hereby authorizes and directs Supervisor Scott A. Russell to execute an inter-municipal agreement with the Village of Greenport regarding the offloading of effluent wastes from the Town's Pump-Out Boat at the Village of Greenport's Pump-Out Station at a cost of 0.55 cents per gallon, as well as the supply of Town Pump-Out Boat Services to the Village of Greenport during special events and times of emergency need when requested, for the period of May 20, 2023 through October 31, 2023, all in accordance with the approval of the Town Attorney and funded from budget line A.8090.4.400.840.

**Denis Noncarrow  
Southold Town Clerk**

**RESULT: ADOPTED [UNANIMOUS]**  
**MOVER:** Brian O. Mealy, Councilman  
**SECONDER:** Jill Doherty, Councilwoman  
**AYES:** Nappa, Doroski, Mealy, Doherty, Evans, Russell

# Innovating the Customer Experience

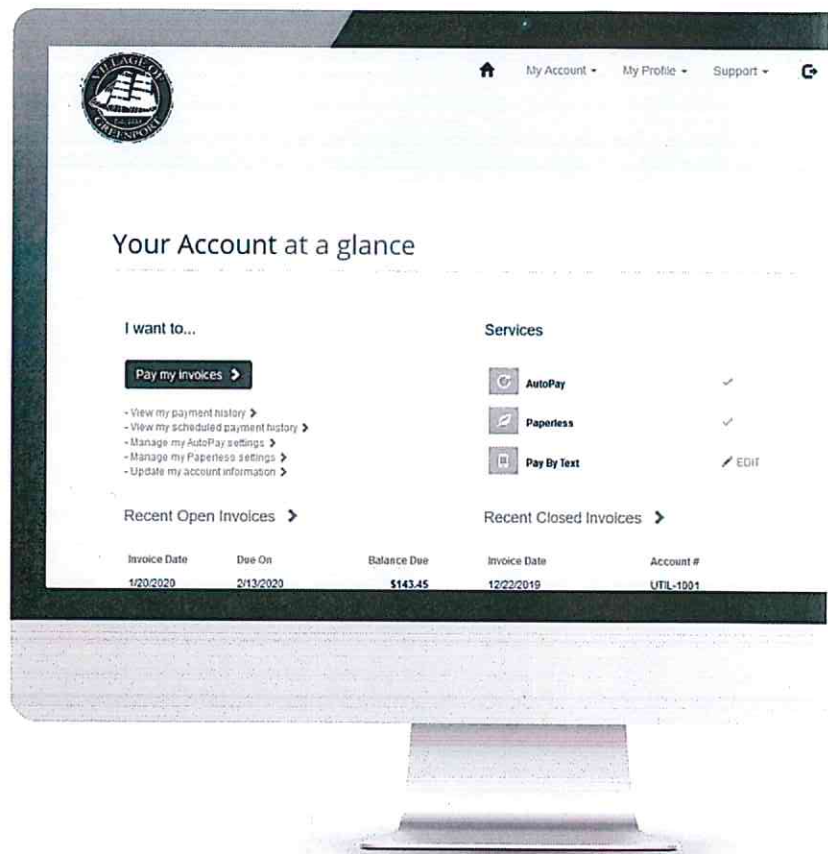
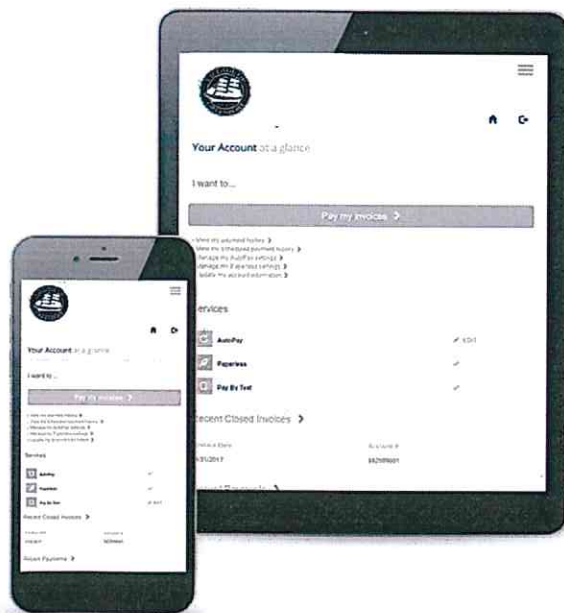
## Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

Greenport, NY

May 1<sup>st</sup>, 2023

Pricing Valid for 90 Days



# InvoiceCloud<sup>®</sup>

Kevin Xiong  
Account Executive  
30 Braintree Hill Office Park, Suite 303  
Braintree, MA 02184  
608.442.5061  
kxiong@invoicecloud.com  
www.invoicecloud.com

Confidential & Proprietary © 2021

This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

## 3 Pricing

**Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing.** Pricing based on 2,200 bills per month and \$250 average credit card payment.

Service Description	Fee
<b>Integration, Deployment and Training</b> NOTE: Includes integration with your billing system(s)	No Charge
<b>Account Access</b> – monthly access to branded Customer and Biller Portals – includes one (1) Administrative User NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100
<b>HelpDesk Support and Marketing</b> – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry’s highest payment and paperless adoption.	No Charge
<b>Paperless Billing</b> – per paperless bill per cycle NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	\$0.25
<b>Electronic Payment Fees – Customer Pays Fee</b>	
<b>Residential Credit / Debit Cards</b> PayPal, Visa, MasterCard and Discover, and American Express – Fee per transaction	3.49% with \$3.00 minimum fee
<b>E-Check / ACH</b> – per transaction	\$3.50
<b>IVR(Automated Phone Payment) Surcharge Fee</b>	\$0.75
<b>Miscellaneous Fees</b>	
Credit Card Chargeback	\$10.00
ACH Reject	\$10.00

Invoice Cloud Paperless Program

<b>BPM</b>	<b>Net New Paperless %</b>	<b>Total Paperless</b>	<b>Cost Per Bill</b>	<b>IC Fee per Bill</b>	<b>Net Monthly Savings</b>	<b>Net Annually</b>
2,200	10%	220	\$0.73	\$0.25	\$105.60	\$1,267.20
2,200	20%	440	\$0.73	\$0.25	\$211.20	\$2,534.40
2,200	30%	660	\$0.73	\$0.25	\$316.80	\$3,801.60
2,200	40%	880	\$0.73	\$0.25	\$422.40	\$5,068.80