



April 25, 2019 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Gordon E. Baylis
- Frances J. Borrelli

ANNOUNCEMENTS

- Walter Foote has been appointed as Chair of the Planning Board.
- Reed Kyrk has been appointed to the Planning Board, for a term to expire on April 5, 2021.
- Dolores Mei has been appointed to the Historic Preservation Commission, for a term to expire on April 4, 2023.
- Karen Doherty has been appointed to the Historic Preservation Commission, for a term to expire on April 1, 2024.
- The Annual May Mile event will be held beginning at 10:00 a.m. on May 11th at Peconic Landing.
- The Village is hosting the annual Memorial Day Parade, which is scheduled to kick-off at 10 a.m. at Steamboat Corner on May 27, 2019.

LIQUOR LICENSE APPLICATONS

- New application from La Capri Pizza, Inc. at 135 Third Street.

PUBLIC HEARINGS

- Wetlands Permit Application submitted by Wayne Turett and Jessica Leighton to dredge from the dock of the property at 746 Main Street to the dock of the property at 714 Main Street -**Postponed**

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 04-2019-1

RESOLUTION adopting the April, 2019 agenda as printed.

RESOLUTION # 04-2019-2

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

VILLAGE ADMINISTRATOR

RESOLUTION # 04-2019-3

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator in the amount of \$1,112.50 to be used to set up the required cash drawer/banks for the Village of Greenport Mitchell Park Marina.

RESOLUTION # 04-2019-4

RESOLUTION ratifying the hiring of Anna Coria as a part-time, seasonal Carousel employee/Camp Counselor, at an hourly wage rate of \$12.00 per hour, effective April 7, 2019.

RESOLUTION # 04-2019-5

RESOLUTION hiring Marianne Schott as a part-time, seasonal Camp Counselor, at an hourly wage rate of \$12.00 per hour, effective May 1, 2019.

RESOLUTION # 04-2019-6

RESOLUTION hiring Grace Dinizio as a part-time, seasonal Carousel Employee, at an hourly wage rate of \$12.00 per hour, effective May 1, 2019.

RESOLUTION # 04-2019-7

RESOLUTION authorizing Village of Greenport staff members to work with various outside entities towards the goal of obtaining a grant(s) from outside agencies to fund the expansion of the Village of Greenport Municipal Sewer System to the Sandy Beach area.

RESOLUTION # 04-2019-8

RESOLUTION authorizing Mayor Hubbard to sign the attached Designation of Certifying Officer and Environmental Responsibility Certification required by HUD for the use of CDBG funding for specified Village projects, and further authorizing Mayor Hubbard and / or Village Administrator Pallas to sign any and all corresponding required paperwork for the use of CDBG funding for specified Village projects.

RESOLUTION # 04-2019-9

RESOLUTION authorizing the solicitation of bids for the replacement of the cylinder heads for the engine generator units at the Village of Greenport Power Plant, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 04-2019-10

RESOLUTION hiring the following as seasonal, part-time Marina Office/Dockhand employees at the Mitchell Park Marina, at an hourly wage rate of \$ 12 per hour, effective May 15, 2019: Charlie Hasel, Jake Catalano, and William Cosby.

RESOLUTION # 04-2019-11

RESOLUTION re-hiring Sophie Jacobs as a seasonal, part-time Marina Office/Dockhand employee at the Mitchell Park Marina, at an hourly wage rate of \$ 13 per hour, effective May 15, 2019.

RESOLUTION # 04-2019-12

RESOLUTION approving the attached agreement between Harry Munroe and the Village of Greenport for contractor services to be rendered at the Village of Greenport McCann Campground, and authorizing Mayor Hubbard to sign the agreement between Harry Munroe and the Village of Greenport.

RESOLUTION # 04-2019-13

RESOLUTION approving an increase in the hourly wage rate for Gregory Morris, from \$22.89 to \$24.50 per hour, effective May 1, 2019 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause of the Collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

VILLAGE TREASURER**RESOLUTION # 04-2019-14**

RESOLUTION adopting the Fiscal Year 2019/2020 Tentative Budget as proposed.

RESOLUTION # 04-2019-15

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

RESOLUTION # 04-2019-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4091, to appropriate reserves to fund the purchase of a cooling unit for the BNR Control Panel Enclosure at the Wastewater Treatment Plant, and directing that Budget Amendment #4091 be included as part of the formal meeting minutes for the April 25, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 04-2019-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4092, to appropriate reserves to fund the purchase of a rotational nozzle for the Wastewater Treatment Plant, and directing that Budget Amendment #4092 be included as part of the formal meeting minutes for the April 25, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 04-2019-18

RESOLUTION allowing Mayor Hubbard to sign any / all required paperwork associated with the use of Community Development Block Grant money in the amount of \$180,305.00, for the purpose of funding specified ADA-compliant projects, per Resolution # 03-2019-18.

VILLAGE CLERK**RESOLUTION # 04-2019-19**

RESOLUTION approving the attendance of any interested: Board of Trustees member, Village Manager, Village staff member, Zoning Board of Appeals member and/or Planning Board member at the SCVOA-sponsored Municipal Training Workshop, from 5:30 p.m. through 9:30 p.m. on May 15, 2019 in Riverhead, New York; with all applicable mileage reimbursements, in accordance with the Village of Greenport Travel Policy, to be expensed from the corresponding account numbers.

RESOLUTION # 04-2019-20

RESOLUTION modifying Resolution # 06-2015-21 approved at the June 25, 2015 Regular Meeting of the Board of Trustees to read as follows (deleting the words "stenography and").

RESOLUTION to re-bill to the respective applicant the costs of the consulting services of the public meetings, public hearings and special meetings of the Village of Greenport: Planning Board, Zoning Board, Historic Preservation Commission and Board of Trustees.

RESOLUTION # 04-2019-21

RESOLUTION approving the Public Assembly Permit Application as submitted by the Hellenic American Taxpayers and Civic Association of Southold Township ("HATCAST") to use a portion of Mitchell Park from 5:30 p.m. through 9:30 p.m. on August 31, 2019 for the annual Greek music and dance festival.

RESOLUTION # 04-2019-22

RESOLUTION approving the Public Assembly Permit Application submitted by Charles Ritchie on behalf of the Fireboat Firefighter Museum for the use of a portion of Mitchell Park from 9:00 a.m. through 4:00 p.m. on August 24, 2019; for an antique fire apparatus muster, with the application fee for this Village co-sponsored event to be waived, and with approval contingent upon the receipt by the Village of the additional event insurance obtained by the Fireboat Firefighter Museum.

RESOLUTION # 04-2019-23

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 14, 2019; for a Children's Fun Fest, with the application fee for this event to be waived.

RESOLUTION # 04-2019-24

RESOLUTION authorizing the use of a portion of the Fifth Street Beach / Park beginning at dusk on July 12, 2019 for a Family Film evening sponsored by the Southold Town Recreation Department, and authorizing the use of a portion of Mitchell Park beginning at dusk on August 1, 2019 for a Family Film evening sponsored by the Southold Town Recreation Department.

RESOLUTION # 04-2019-25

RESOLUTION approving the execution of an Agreement between the Village of Greenport and Gurwin Home Care Agency, for the use of the Old School House, for the purpose of holding home health aide training classes, at no cost to the attendees.

MAYOR**RESOLUTION # 04-2019-26**

RESOLUTION accepting the resignation of Mary Given as the Chairperson of the Village of Greenport Planning Board, and also as a Member of the Village of Greenport Planning Board, effective April 11, 2019.

RESOLUTION # 04-2019-27

RESOLUTION approving the appointment of Walter Foote as the Chairperson of the Village of Greenport Planning Board, for a term of one year.

RESOLUTION # 04-2019-28

RESOLUTION approving the appointment of Reed Kyrk as a Member of the Village of Greenport Planning Board, to fill the unexpired term of Mary Given, with the term expiring on April 5, 2021.

RESOLUTION # 04-2019-29

RESOLUTION approving the appointment of Dolores Mei as a Member of the Village of Greenport Historic Preservation Commission, to fill the unexpired term of Caroline Waloski, with the term expiring on April 4, 2023.

RESOLUTION # 04-2019-30

RESOLUTION approving the appointment of Karen Doherty as a Member of the Village of Greenport Historic Preservation Commission, for a term to expire on April 1, 2024.

RESOLUTION # 04-2019-31

RESOLUTION appointing Lily Dougherty-Johnson to the Village of Greenport Tree Committee, for a term of one (1) year.

TRUSTEES**RESOLUTION # 04-2019-32**

RESOLUTION authorizing Village Administrator Pallas to enter a payment agreement with Michele Buckley for the payment of a debt owed to the Village of Greenport, with the payment agreement to be in writing, signed by both parties, and filed with the Southold Town Justice Court.

RESOLUTION # 04-2019-33

RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Peconic Landing at Southold, Inc., and further authorizing Mayor Hubbard to sign the Agreement between the Village of Greenport and Peconic Landing at Southold, Inc.

RESOLUTION # 04-2019-34

RESOLUTION authorizing Mayor Hubbard to sign an Agreement with Fugro, to provide up to 300 feet of dockage space at the Village of Greenport Railroad Dock, with the following parameters:

- Up to four boats shall be docked at any one time,
- Any/all docked vessel(s) must be under an American Flag,
- Fueling services may be permitted with certain specified restrictions.

VILLAGE ATTORNEY**RESOLUTION # 04-2019-35**

RESOLUTION authorizing Village Attorney Prokop to make an application to the Southold Town Justice Court for a search warrant, for a property that has been determined by the Code Enforcement Official to be unsafe.

VOUCHER SUMMARY**RESOLUTION # 04-2019-36**

RESOLUTION approving all checks per the Voucher Summary Report dated April 18, 2019, the total amount of \$ 450,501.26 consisting of:

- o All regular checks in the amount of \$ 420,784.23, and
- o All prepaid checks (including wire transfers) in the amount of \$ 29,717.03.

**DESIGNATION OF CERTIFYING OFFICER AND
ENVIRONMENTAL RESPONSIBILITY CERTIFICATION**

(Date)

(Name of OCR Community/Economic Developer)
Office of Community Renewal
Hampton Plaza
38-40 State Street, 4th Floor
Albany, New York 12207

RE: CDBG Project Number: _____

Dear _____:

I, _____, the authorized signatory for
(Name of Chief Elected Official)
_____ do attest that:
(Name of CDBG Recipient)

- I understand that any projects that include CDBG funds must be assessed in accordance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58.
- I understand that, except for actions involving activities determined to be Exempt (per 24 CFR 58.34 and NYS Office of Community Renewal procedures), *no physical alteration to individual sites can occur nor can funds for those activities be committed or expended until receipt of an environmental clearance letter* from the Housing Trust Fund Corporation and, for any subsequently identified specific sites, site-specific reviews are completed for which the Certifying Officer determines that there are no unanticipated impacts nor impacts not adequately addressed in the program review related to the environmental clearance letter and said Officer certifies such determination.
- I understand that should any part of a project site be physically altered, funds be committed, or funds be expended prior to receiving the appropriate environmental clearances, that the site will not be eligible for CDBG funding and the _____ may be responsible for any costs incurred except under the following circumstance: in the case of Exempt activities, concurrence from the NYS Office of Community Renewal that the particular action is Exempt prior to any physical alterations unless that action is taken to address an emergency situation in which case concurrence must be obtained no later than the first regular business day following such an event,
- I also notify you that _____, _____, is
(Name of Certifying Officer) (Title)
designated as the *Certifying Officer* responsible for all activities associated with the environmental review process to be completed in conjunction with NYS CDBG project number _____ awarded to _____.
(CDBG Project Number) (Name of CDBG Recipient)

Sincerely,

Signature of Chief Elected Official

Typed Name and Title

NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION FORM

Applicant (County, City, Town, Village): Village of Greenport

CDBG Application Number: 480HR34-03

**This form must be completed and uploaded as an attachment to the CDBG Application.
The original MUST BE RETAINED BY THE APPLICANT, DO NOT MAIL THIS TO THE OCR.**

CERTIFICATION REQUIRED BY TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:

- a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- b. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
- c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
- d. The grant will be conducted and administered in compliance with:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and
The Fair Housing Act (Public Law 90-284, 42 USC 3601-20);
- e. It will affirmatively further fair housing;
- f. It has developed its application so as to give maximum feasible priority to activities, which will benefit LMI families or aid in the prevention or elimination of slums or blight. The application may also include activities, which the Applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The grant shall principally benefit persons of LMI in a manner that ensures that not less than 70% of such funds are used for activities that benefit such persons;
- g. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of LMI, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the

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Act to comply with the requirements of subparagraph (1) above;

- h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;
- i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
- j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
- k. It has adopted and is enforcing:
 - 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
- l. To the best of its knowledge and belief:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 3) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- m. It will or will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;

NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - 5) Notifying the OCR in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
 - 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
 - 8) The Applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Fifth Street Park, Fifth Street, Greenport, N.Y. 11944

 - 9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.
 - 10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).
 - 11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall

NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

inform OCR of the change(s), if it previously identified the workplaces.

- 12) This certification is a material representation of fact upon which reliance is placed when OCR awards the grant. If it is later determined that the Applicant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, OCR may take action authorized under said Act.
- n. It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 135. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be given to low- and very low-income persons;
 - o. It will comply with the other provisions of the Act and with other applicable laws;
 - p. It is in compliance with a HUD-approved Consolidated Plan;
 - q. It is in compliance with grant spending threshold requirements as outlined in the Application; and
 - r. It will comply with all applicable federal/state/local affirmative action requirements.
 - s. To the best of its knowledge and belief all data provided in this application is true and correct.

Signature of Authorized Official

Date

AUTHORIZED SIGNATURE FORM FOR REQUEST FOR FUNDS

Recipient Name	VILLAGE OF GREENPORT		
CDBG Project #	480HR34-03		
Contact Person	ROBERT BRANDT	Title	VILLAGE TREASURER
Phone	(631) 477-0248	e-mail	robertbrandt@greenportvilage.org
New Submission	Yes <input type="checkbox"/> No <input type="checkbox"/>	Updated	<input type="checkbox"/> Date of initial submission

Request for Funds requires two signatures

All signatures are required to be municipal employees, non-municipal employees cannot be authorized to sign Request for Funds

**Persons Authorized to Sign Request for Funds Forms 1-4, 1-5 and 1-6
cannot also sign any check related to the disbursement of NYS CDBG funds**

**Chief Elected Official and non-municipal employees, Subrecipients and Consultants
cannot be authorized signatories on this form**

1	Signature		Date	
	Typed Name	Paul J. Pallas	Title	Village Administrator
	By signing this, I acknowledge that I am not authorized to sign CDBG checks			
2	Signature		Date	
	Typed Name	Sylvia Pirillo	Title	Village Clerk
	By signing this, I acknowledge that I am not authorized to sign CDBG checks			
3	Signature		Date	
	Typed Name		Title	
	By signing this, I acknowledge that I am not authorized to sign CDBG checks			
4	Signature		Date	
	Typed Name		Title	
	By signing this, I acknowledge that I am not authorized to sign CDBG checks			

I certify that the signature(s) shown above are the legal signatures of those municipal employees authorized to sign requests for CDBG funds from the Office of Community Renewal. **The Chief Elected Official may not sign this document prior to obtaining the signatures of authorized individuals.**

Signature of Chief Elected Official

Date
(must be at least one day later than above dates)

George W. Hubbard Jr.

Name

Title

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2019 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and Harry Munroe, with an address of 32 Laurelton Avenue, Lake Grove, New York 11755 (the “Contractor”).

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to be performed and completed as outlined (the “Contract Work”) in the March 7, 2015 Request for Proposals (the “RFP”) and the Contractor’s proposal (together with the RFP the (“Contract Documents”) as follows:
 - A. Beginning on or about March 1, 2019, prepare Park for opening on May 1, 2019, and closing on October 31, 2019, and complete clean-up at closing, including verifying that electricity and water are turned on at opening, bathroom facilities are cleaned and prepared, and general clean up are performed, and that all services are turned off and trailers are removed by the closing of the Park on October 31, 2019.
 - B. Collect all rents and fees when due and deliver rental fees to the Village offices on a daily basis, and work in conjunction with Village staff to assure accurate and timely accounting.
 - C. Ensure that all parties for seasonal rentals execute rental agreements, provide identification and vehicle registration, and abide by campground rules and regulations, and leave in a timely and orderly manner at the end of their stay, and assist Village staff with the off-season registration process.
 - D. Maintain the park grounds, including cleaning up and refuse left behind by campers, weed-whacking, mowing grass & overgrowth where riding Village lawnmowers cannot clear, checking all plumbing and electrical systems to ensure proper functioning, perform periodic Fall and Spring cleanups.
 - E. Bathrooms will be checked and cleaned daily, re-stocked when necessary, and thoroughly cleaned weekly.
 - F. Act as point of contact for all campers, handle camper inquiries and concerns, as needed, and resolve conflicts when required.
 - G. Flexible on-site hours, with phone availability hours more regulated. Minimum of 15 hours on-site over five days per calendar week, including at least one weekend day.

H. Additional duties related to the above that may reasonably be requested by the Village.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay the Contractor the amount of \$19 per hour for service time provided with services to be provided at a minimum of 15 hours per week of the Contract period, and the Village will also provide a space for the Contractor's personal camper, at no charge to the Contractor, for the duration of time of the Contract.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

6. Payment shall be made by the Village to the Contractor on a semiweekly basis, on the basis of invoices to be prepared and submitted by the Contractor.

7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, March 22, 2019 (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 in Sections 1, 2, 4, 6 and 7.
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 [https://www.sec.gov/edgar/searchedgar/ companysearch.html](https://www.sec.gov/edgar/searchedgar/companysearch.html) and searching for either “Munistat Services Inc.” or for our CIK number which is 0001608472.

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

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

Title: _____

Title: Chief Executive Officer

APPENDIX A

SERVICES

FOR THE SEC FILING REQUIREMENT

As the Village's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statement as required and will file it together with the audited financial statements of the Village, on or before the due date with the SEC's designated repositories in accordance with SEC Rule 15c12-12 and the Village's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notices of Material Events with the SEC's Designated Information Repositories.

APPENDIX B

FEE SCHEDULE

The all inclusive fee for our services will be \$3,500. The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution, submission of documents to ratings agencies, copies and scanning are included in the fees set forth above.

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 transaction 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 contemplated, 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 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 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 these conflicts 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 in the form of a written amendment or supplement to this Agreement.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 4 Trans Type: B2 - Amend Status: Batch
Trans No: 4091 Trans Date: 04/09/2019 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 04/09/2019
Description: TO APPROPRIATE RESERVES FOR THE PURCHASE OF A COOLING UNIT FOR THE BNR CONTROL PANEL ENCLOSURE
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	7,200.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	7,200.00
Total Amount:		14,400.00



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, JUNE 25, 2015 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, June 25, 2015; the Board adopted a

RESOLUTION to re-bill to the respective applicant the costs of the stenography and consulting services of the public meetings, public hearings, and special meetings of the Village of Greenport:

Planning Board, Zoning Board, Historic Preservation Commission and Board of Trustees.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Julia Robins, Trustee
SECONDER: Jack Martilotta, Trustee
AYES: Martilotta, Phillips, Roberts, Robins, Hubbard Jr.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on June 25, 2015 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: June 25, 2015

Sylvia Lazzari Pirillo, RMC
Village Clerk

AGREEMENT

Agreement made this day of April, 2019 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Gurwin Certified Home Health Agency with an office address of 68 Hauppauge Rd, Commack, NY 11725 ("Gurwin") (jointly referred to as the "Parties"), regarding the use of the 1840 Schoolhouse Museum (the "Schoolhouse") located at Front Street, in the Village of Greenport, Town of Southold, Suffolk County, New York in conjunction with CAST as follows:

1. The Village of Greenport agrees to allow Gurwin to use the Schoolhouse for home health aide training and evaluation classes during the dates and times of the term of this Agreement that are indicated on the attached schedule. There shall be no other use of the Schoolhouse by Gurwin or CAST and no other person or party using the Schoolhouse during these dates and times.

2. The Schoolhouse will be used by Gurwin for the training and evaluation of home health aides only.

3. Gurwin shall work with CAST to provide employment opportunities for members of the Greenport community.

4. A use fee of \$25 per use will be paid to the Village by Gurwin at the conclusion of each training session.

5. Gurwin is responsible for the cleaning including removal of all trash and garbage after each use and Gurwin shall restore the Schoolhouse to a clean condition at the conclusion of each use. Gurwin shall be responsible for the cost of damage to the Schoolhouse or its interior and for the any additional cleaning cost incurred by the Village due to Gurwin's failure to restore the Schoolhouse to a clean condition.

6. The Village may terminate the Agreement after five (5) days written notice to Gurwin that Gurwin is in breach or default of the Agreement whereupon the Agreement and the Village and Gurwin's obligations shall cease except that Gurwin shall be liable to the Village and shall indemnify the Village for any losses or costs and expenses incurred by the Village due to Gurwin's breach or default.

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

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Gurwin 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.

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

9. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement.

10. Gurwin shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Project or any interest in this Agreement without the prior written approval of Village.

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

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

TO Gurwin: Gurwin Certified Home Health Agency
68 Hauppauge Rd
Commack, NY 11725

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

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

14. This Agreement and the Plans represent the entire agreement between Village and Gurwin and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral. 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 Gurwin effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

**GURWIN CERTIFIED HOME
HEALTH AGENCY**

By: _____

ACKNOWLEDGEMENT OF GERWIN CERTIFIED HOME HEALTH AGENCY

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

April 15, 2019

SECOND AMENDMENT

TO

SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this day of 2019, by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944, (the “Village”) and Peconic Landing at Southold, Inc., a New York not for profit corporation with an office and principal place of business at 1500 Brecknock Road, Greenport New York (“Peconic Landing” and jointly referred to with the Village as the “Parties”).

WITNESSETH:

WHEREAS the Parties entered into a Sanitary Sewage Agreement dated the April 26, 2000, and now wish to provide for a change to the sanitary sewage collection system at Peconic Landing’s one hundred and forty-four (144) acre site in the Hamlet of Greenport (the “Premises”); and

WHEREAS the Parties hereto entered into a First Amendment to Sanitary Sewage Agreement dated February 17, 2015, regarding the construction of an additional forty-six (46) apartment units in a new building and the extension of its skilled nursing facility by adding seventeen (17) units together with a sixteen (16) unit memory care facility and an extension of the sewer capacity for that building, and the units and facility; and

WHEREAS Peconic Landing now desires to convert one of the units (Unit 107) to a duplex unit (one unit being converted to two units within the same building) with the possibility of converting an additional nine (9) units to duplex units for a total of ten (10) units that are converted to duplex units (total of ten existing units being converted to twenty (20) units after

April 15, 2019

conversion); and

WHEREAS Peconic Landing at its sole cost and expense, shall construct on the Premises whatever alterations to the sewage main and collection extension system (the "System") are required to accommodate the conversion of the units and waste collection of the new units; and

WHEREAS the details of the specifications and construction of any changes to the the System will be approved in advance by the Village; and

WHEREAS upon completion of the conversion and changes to the System, if any, the ownership of the changes to the System will be transferred to the Village; it is therefore

AGREED as follows:

1. That Peconic Landing may convert unit number 107 to a duplex unit, and may also convert up to nine (9) additional units to duplex units, and Peconic Landing, at its sole cost and expense, agrees to install any changes to the System that are required because of this contemplated conversion.

2. All planning and construction costs of the System including but not limited to the engineering, planning, surveying, construction, materials, connection, and other costs shall be paid by and be the responsibility of Peconic Landing.

3. Peconic Landing shall pay a fee to the Village to connect the new converted units to the municipal sewer treatment system in the amount of seven thousand five hundred dollars (\$7,500), for each unit that is converted and subdivided, with the first such payment of seven thousand five hundred dollars (\$7,500) to be paid on the signing of this Second Amendment to Sanitary Sewage Agreement, and the subsequent payments of seven thousand five hundred dollars (\$7,500) for each of the nine (9) units that may also be converted to be made on the filing

April 15, 2019

of an application for a building permit with the Town of Southold for each conversion or filing for approval by the Suffolk County Department of Health Services for approval of a conversion of a unit or units , whichever occurs first.

4. The installation and connection work shall be inspected by the Village Engineer of the Village or the designee of the Village, and all such work shall be approved by the Village. The reasonable costs of each inspection of the work shall be paid by Peconic Landing.

5. Peconic Landing shall continue to operate, care for, maintain, repair and replace, at its sole cost and expense, all of the piping and fixtures within and to its facilities.

6. Upon completion and approval, the Village shall operate the System to the portions of Peconic Landing that were covered by the Agreement, the First Amendment, and to the converted units. The Village shall charge, and Peconic Landing shall pay, municipal sewer charges at the same rate charged to customers of the Village municipal sewer system that are outside of the incorporated limits of the Village.

7. This Second Amendment is not intended to and shall not affect the Sanitary Sewage Agreement of April 26, 2000 and also shall not affect the First Amendment to Sanitary Sewage Agreement dated February 17, 2015, or the obligations of the Village or Peconic Landing under the Agreement or the First Amendment, except where specifically stated, and all other provisions of the Agreement of April 26, 2000 and the First Amendment dated February 17, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and

