



**FEBRUARY 25, 2021 at 7:00 p.m.
BOARD OF TRUSTEES – REGULAR MEETING
Via GoToMeeting**

<https://global.gotomeeting.com/join/330538765>

You can also dial in using your phone.
United States: +1 (872) 240-3212

Access Code: 330-538-765

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

Frank Albert Field, Jr.
Harry Munroe
Doris J. Robsky

ANNOUNCEMENTS

The annual tax lien sale will be held on March 9, 2021 at Village Hall, 236 Third Street, at 10:00 a.m.

The Village General Election will be held on March 16, 2021, with the polls at the Third Street Fire Station to be open from 6:00 a.m. through 9:00 p.m.

The Carousel Committee is in need of volunteers.

LIQUOR LICENSE APPLICATIONS

New application from FMK Management LLC, at 102 Main Street

PUBLIC HEARING

A proposed amendment to Chapter 88 (Noise) of the Greenport Village Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 02-2021-1**

RESOLUTION adopting the February, 2021 agenda as printed.

RESOLUTION # 02-2021-2

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

VILLAGE TREASURER**RESOLUTION # 02-2021-3**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4767, to fund repairs, service and mandated New York State Department of Transportation inspections on the Fire Department trucks known as # 8-3-1, 8-3-15, 8-3-3 and 8-3-4, and directing that Budget Transfer # 4767 be included as part of the formal meeting minutes of the February 25, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 02-2021-4

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4768, to appropriate reserves to fund the balance of engineering services for the Mini Railroad Project, and directing that Budget Amendment # 4768 be included as part of the formal meeting minutes of the February 25, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 02-2021-5

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4769, to appropriate reserves to fund the purchase of a new pump for the Nursing Home Pump Station, and directing that Budget Amendment # 4769 be included as part of the formal meeting minutes of the February 25, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 02-2021-6

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4770, to fund tree stump removal services, per the contract awarded to Johnson Tree Company, with work completed on February 16, 2021, and directing that Budget Transfer # 4770 be included as part of the formal meeting minutes of the February 25, 2021 Regular Meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 02-2021-7

RESOLUTION accepting the resignation of Richard Morabito as an alternate Election Inspector for the Village General Election to be held on March 16, 2021.

RESOLUTION # 02-2021-8

RESOLUTION allowing the Clerk's Office to appoint Brian Q. Smith as an alternate Election Inspector for the Village General Election on March 16, 2021. The alternate Election Inspector is to be paid \$ 14.00 per hour if required to work, and further authorizing the Inspector to work on the two Village Voter registration days if required, as well as on the day of the election, if required. This will be expensed from Account A.1450.100 (Election Personnel Services).

RESOLUTION # 02-2021-9

RESOLUTION approving the attached retainer agreement from Messina Perillo Hill for legal consulting services related to the March 16, 2021 Village General Election, and authorizing Mayor Hubbard to sign the retainer agreement between the Village of Greenport and Messina Perillo Hill.

RESOLUTION # 02-2021-10

RESOLUTION ratifying the approval of attendance of any Trustee or management staff member at the New York Conference of Mayors Winter Legislative Meeting, held virtually on February 11, 2021. The registration fee of \$ 50.00 per person will be expensed from the corresponding account numbers.

RESOLUTION # 02-2021-11

RESOLUTION accepting the resignation of Account Clerk Karen Rotan, effective February 19, 2021 per the resignation letter from Karen Rotan dated February 8, 2021.

RESOLUTION # 02-2021-12

RESOLUTION approving an increase in the hourly wage rate for Douglas Rocco, from \$ 26.68 per hour to \$ 27.87 per hour, effective March 3, 2021 owing to the completion of a job-related course of study, per Article VII (Salaries and Compensation), Section 9 (c) – Earned Credits – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2021-13

RESOLUTION approving an increase in the hourly wage rate for Tyler Doherty, from \$ 16.48 per hour to \$ 17.67 per hour, effective March 3, 2021 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2021-14

RESOLUTION accepting the attached proposal as submitted by J.R. Holzmacher P.E., LLC dated February 12, 2021 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 \$ 1,600.00; to be expensed from Account A.5110.450 (Miscellaneous Expense), and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and J.R. Holzmacher P.E., LLC.

RESOLUTION # 02-2021-15

RESOLUTION accepting the attached 2020 year-end Length of Service Award Program points for the Village of Greenport Fire Department.

RESOLUTION # 02-2021-16

RESOLUTION accepting the proposal submitted by Haugland Energy Group LLC for the construction of a microgrid system as designed by CHA Consulting Inc. per the proposal opening on January 14, 2021; contingent upon the Governor's Office of Storm Recovery Contract Consent, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Haugland Energy Group LLC.

RESOLUTION # 02-2021-17

RESOLUTION authorizing the solicitation of a Request for Proposals regarding the replacement of clarifier screw pumps at the Village of Greenport Waste Water Treatment Plant, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

VOUCHER SUMMARY**RESOLUTION # 02-2021-18**

RESOLUTION approving all checks per the Voucher Summary Report dated February 22, 2021, in the total amount of \$400,800.60 consisting of:

- o All regular checks in the amount of \$359,677.76 and
- o All prepaid checks (including wire transfers) in the amount of \$41,122.84.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 2 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4767 Trans Date: 02/09/2021 User Ref: ROBERT
 Requested: W. MANWARING Approved: Created by: ROBERT 02/09/2021
 Description: BUDGET TRANSFER TO FUND REPAIRS, SERVICE AND MANDATED D.O. T. Account # Order: No
 INSPECTIONS ON UNITS 831, 8315, 833 AND 834 Print Parent Account: No

Account No.	Account Description	Amount
A.3410.412	FIRE.REPAIR & MAINT - BUILD..	-20,000.00
A.3410.415	FIRE.REPAIR & MAINT - TRANS EQUIP..	20,000.00
Total Amount:		<u>0.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2021	Period:	2	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4768	Trans Date:	02/09/2021	User Ref:	ROBERT		
Requested:	P. PALLAS	Approved:		Created by:	ROBERT		02/09/2021
Description:	TO APPROPRIATE RESERVES TO FUND THE BALANCE OF ENGINEERING COSTS FOR THE MINI RAILROAD					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	4,260.00
A.8843.900	TRANSFER TO CAPITAL..	4,260.00
H.2816.500	TRANSFER FROM GENERAL..	4,260.00
H.7111.293	PARK IMPROVEMENTS..	4,260.00
	Total Amount:	17,040.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 4769 Trans Date: 02/10/2021 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 02/10/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF A NEW PUMP FOR THE NURSING HOME PUMP STATION
 Account # Order: No
 Print Parent Account: No

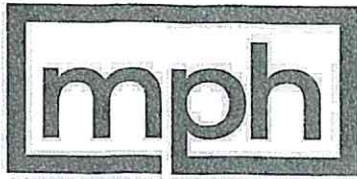
Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	6,280.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	6,280.00
Total Amount:		<u>12,560.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 2 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4770 Trans Date: 02/16/2021 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 02/16/2021
 Description: BUDGET TRANSFER TO FUND TREE STUMP REMOVAL SERVICES PER Account # Order: No
 CONTRACT AWARDED TO JOHNSON TREE COMPANY, WITH WORK Print Parent Account: No
 COMPLETED ON FEBRUARY 16, 2021

Account No.	Account Description	Amount
E.0358	POLES & FIXTURES	-3,420.00
E.0742.110	REPAIRS TO DISTRIBUTION SYSTEM..	-3,000.00
E.0761.221	TREE TRIMMING..	6,420.00
Total Amount:		<u>0.00</u>



MESSINA PERILLO HILL

Vincent J. Messina Jr.
Partner
vmessina@mphlawgroup.com

February 11, 2021

VIA EMAIL: spirillo@greenportvillage.org

Sylvia Pirillo, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

Re: 2021 Village Election

Dear Ms. Pirillo:

This will confirm that you have agreed to retain and authorize Messina Perillo & Hill, LLP (“MPH”), hereinafter known as the “Firm”, to represent you as counsel in connection with the above-referenced matter.

BILLING

A. Fees

Our representation will be billed at our regular hourly fees charged by the Firm. Our rates for services rendered are \$250.00 hourly for Partners and Of Counsel and \$75.00 for Paralegals, for services including but not limited to, ~~training poll watchers~~ ^(PP); availability on election day; review election returns and advise on impoundment, attend any canvass of ballots, and litigation related to same. All time expended shall be recorded at one-tenth (0.1) of an hour and billing shall so indicate. All phone calls shall be billed at a minimum of one-tenth (0.10) of any hour.

B. Disbursements

In addition to our hourly charges, you understand and agree that you will be responsible for our customary and reasonable out-of-pocket disbursements, including such items as filing fees, travel expenses, mileage, postage, messengers, duplicating costs, secretarial overtime, legal computer research, transcript charges, etc.

C. Retainer

No retainer is required at this time. If, during the course of our services, we should determine that a retainer has become necessary, we shall notify you promptly of same.

We will keep you informed of developments in the case. If we have given you an initial estimate of fees, we will advise you promptly if it appears our legal fees will be more than the initial estimate.

D. Billing Procedures

It is further understood that the Firm will issue statements for our professional services and related costs and disbursements at such intervals as we deem appropriate, usually monthly, and you agree to remit payment immediately upon receipt thereof. You understand that if statements rendered are not fully paid within forty-five (45) days of your receipt of same, it will serve as grounds for the Firm to make an application to withdraw to the appropriate tribunal, if such application is necessary. In such event however, you will pay for the work and services performed by the Firm and will reimburse it for all costs and disbursements incurred to the point of withdrawal.

E. Rights Upon Termination

You may terminate our services at any time. Correspondingly, we may terminate the relationship at any time upon due notice to you, except that in some circumstances, we may only terminate the relationship if we have obtained permission from a court or tribunal. However, in no event may we terminate the relationship without taking those steps that are reasonably practicable to avoid foreseeable prejudice to your rights. In the event of termination by you or by us, we are entitled to be compensated for costs advanced and for services rendered as of the time of termination. In some instances, we are also entitled to be compensated for any additional costs or services required to effectuate the termination. Following termination, upon request, and upon payment of the balance of the fees and expenses, of our firm or as otherwise provided by law where your rights would be irreparably prejudiced by not obtaining certain papers and property that we hold, we will deliver to you or to substitute counsel, all papers and property you are entitled to receive.

F. Additional Services

If we undertake to perform other services for you, these provisions shall apply to that work in the absence of a separate written agreement.

G. Dispute Resolution

In the event of a dispute concerning our fees, you may have a right to seek arbitration of such dispute. The Rules of the Chief Judge gives clients the right to seek arbitration of fee disputes, except in certain limited circumstances. A copy of the Clients Rights and Responsibilities is enclosed for your review.

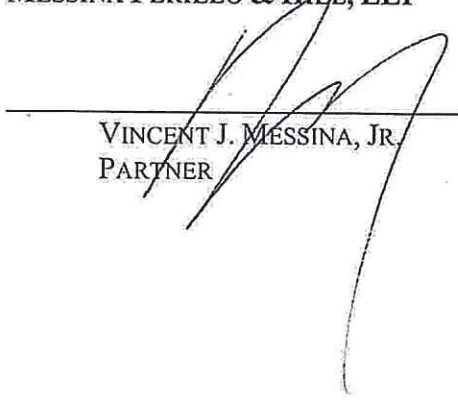
No representation or promises have been made to the Client as to the outcome of the matter or any phase of the matter, and results are not guaranteed by the Firm.

This agreement shall be governed by the laws of the State of New York without regard to New York's choice of law provisions. This constitutes the entire agreement between the undersigned and the Firm and no other agreements or understandings have been made and same cannot be changed, amended or modified, except in writing, signed by the Firm and by you.

Thank you for selecting us to represent you in connection with this matter. By your signature below, you agree that you have read this agreement and understand it fully and a copy has been furnished to you. Kindly signify your agreement to these terms by signing and returning this letter at your earliest convenience.

Very truly yours,

MESSINA PERILLO & HILL, LLP



VINCENT J. MESSINA, JR.
PARTNER

ACCEPTED AND AGREED TO:

VILLAGE OF GREENPORT

By: _____
GEORGE W. HUBBARD, JR.
MAYOR

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended June 1, 2018
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. Court approval of a settlement is required in some matters.
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin or disability.

Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

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

February 19, 2021

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 117

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 2020-2021 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 a training opportunity for that staff member. The report will be for the plan year from March 10, 2020 to March 9, 2021. We recommend that the draft report be prepared as quickly as possible and then updated to reflect any activities that take place within the next few weeks.

We propose the following for your consideration.

Task I – MS4 Annual Report

We anticipate that the following work will be necessary:

- 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

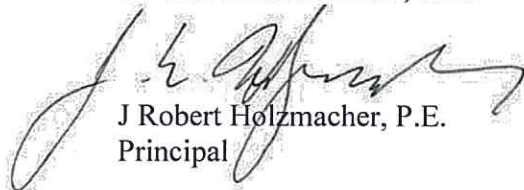
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

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 and 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:\2021\grptv\21-01 retainer\billing\lp grptv ms-1.doc

J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2021

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

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

Travel, Subsistence, and Other Direct Expenses

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

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

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

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

Services

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

Confidentiality

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

CLIENT’S RESPONSIBILITIES - The Client shall:

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

J.R. Holzmacher P.E., LLC

Insurance

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

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

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

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

J.R. Holzmacher P.E., LLC

Billing and Payments

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

Ownership of Documents

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

Delegation of Duties

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

Termination

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

J.R. Holzmacher P.E., LLC

Governing Law

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

Arbitration

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

Unavoidable Delay

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

Severability

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

Interpretation of Subsurface Conditions

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

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

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

Construction Site Safety

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

Hourly Rates of Compensation

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

Sales Tax

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

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
1 Aguilera	Hermogenes		[REDACTED]	M	0	120	[REDACTED]	Peconic, NY 11958	Active
2 Breese II	Harry	R.	[REDACTED]	M	27	98	[REDACTED]	Greenport, NY 11944	Active
3 Britt	Harley		[REDACTED]	M	0	119	[REDACTED]	Greenport, NY 11944	Active
4 Bumble	Samantha	C.	[REDACTED]	F	6	59	[REDACTED]	Greenport, NY 11944	Active
5 Bumble III	Charles		[REDACTED]	M	5	61	[REDACTED]	Greenport, NY 11944	Active
6 Carey	Patrick	J.	[REDACTED]	M	30	92	[REDACTED]	Greenport, NY 11944	Active
7 Carrig	Melinda		[REDACTED]	F	0	50	[REDACTED]	Southold, NY 11971	Active
8 Clark	James	B.	[REDACTED]	M	12	99	[REDACTED]	Greenport, NY 11944	Active
9 Corazzini	Jeffrey	L.	[REDACTED]	M	9	50	[REDACTED]	Greenport, NY 11944	Active
10 Corwin	Norma	J.	[REDACTED]	F	17	164	[REDACTED]	Greenport, NY 11944	Active
11 Corwin	Robert	E.	[REDACTED]	M	19	150	[REDACTED]	Greenport, NY 11944	Active
12 Corwin	Scott		[REDACTED]	M	29	62	[REDACTED]	Greenport, NY 11944	Active
13 Creedon	Daniel	B.	[REDACTED]	M	17	139	[REDACTED]	Greenport, NY 11944	Active
14 DeFrancesco	James		[REDACTED]	M	0	107	[REDACTED]	Greenport, NY 11944	Active
15 DeKerillis	Alain	V.	[REDACTED]	M	27	174	[REDACTED]	Greenport, NY 11944	Active
16 Detrick	Gary		[REDACTED]	M	11	54	[REDACTED]	Southold, NY 11971	Active
17 Ellis	Scott		[REDACTED]	M	0	62	[REDACTED]	Southold, NY 11971	Active
18 Ferguson	Peter		[REDACTED]	M	0	109	[REDACTED]	Greenport, NY 11944	Active
19 Ferrari	Dakoda	H.	[REDACTED]	M	0	86	[REDACTED]	Greenport, NY 11944	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
20	Ficurilli	Michael	[REDACTED]	M	16	93	[REDACTED]	Greenport, NY 11944	Active
21	Flora	Michael	[REDACTED]	M	3	58	[REDACTED]	Greenport, NY 11944	Active
22	Garcia-Dinizio	Gloria	[REDACTED]	F	0	0	[REDACTED]	Greenport, NY 11944	Active
23	Golden	Danielle	[REDACTED]	F	11	49	[REDACTED]	Greenport, NY 11944	Active
24	Grattan	Timothy	[REDACTED]	M	1	92	[REDACTED]	Greenport, NY 11944	Active
25	Gray	Sally	[REDACTED]	F	1	137	[REDACTED]	Southold, NY 11971	Active
26	Grilli	Jared	[REDACTED]	M	0	50	[REDACTED]	Greenport, NY 11944	Active
27	Grilli	Jennifer	[REDACTED]	F	10	67	[REDACTED]	Greenport, NY 11944	Active
28	Grilli	John	[REDACTED]	M	17	88	[REDACTED]	Greenport, NY 11944	Active
29	Hanold	Christopher	[REDACTED]	M	7	115	[REDACTED]	Southold, NY 11971	Active
30	Harris	Clifford	[REDACTED]	M	24	100	[REDACTED]	Greenport, NY 11944	Active
31	Harvey	Russell	[REDACTED]	M	0	105	[REDACTED]	Greenport, NY 11944	Active
32	Hays Jr.	Spencer	[REDACTED]	M	8	109	[REDACTED]	Greenport, NY 11944 Millbrook, NY 12545 Southold, NY 11971	Active RES 12/31/20
33	Hollid	Scott	[REDACTED]	M	8	113	[REDACTED]	Greenport, NY 11944	Active
34	Hubbard Jr.	George	[REDACTED]	M	31	104	[REDACTED]	Greenport, NY 11944	Active
35	Hughes	Colleen	[REDACTED]	F	14	127	[REDACTED]	Greenport, NY 11944	Active
36	Hydell	Carol	[REDACTED]	F	9	117	[REDACTED]	Peconic, NY 11958	Active
37	Jenkins	Karolyn	[REDACTED]	F	9	0	[REDACTED]	Huntington, PA 16052 Greenport, NY 11944	Active RES / 20
38	Jensen	Warren	[REDACTED]	M	31	115	[REDACTED]	Greenport, NY 11944	Active

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
39 Jimenez	Susano		[REDACTED]	M	30	59	[REDACTED]	Greenport, NY 11944	Active
40 Johnson	Craig	M.	[REDACTED]	M	8	129	[REDACTED]	Greenport, NY 11944	Active
41 LaDu	Claudia		[REDACTED]	F	0	49	[REDACTED]	Greenport, NY 11944	Active
42 Maloney	Michael		[REDACTED]	M	0	77	[REDACTED]	Greenport, NY 11944	Active
43 Manwaring	Julia		[REDACTED]	F	10	142	[REDACTED]	Greenport, NY 11944	Active
44 Manwaring	Wayde	T.	[REDACTED]	M	31	173	[REDACTED]	Greenport, NY 11944	Active
45 Martocchia	Jerome	A.	[REDACTED]	M	10	58	[REDACTED]	Greenport, NY 11944	Active
46 Mazzei	Aileen	C.	[REDACTED]	F	5	74	[REDACTED]	Greenport, NY 11944 Palm Coast, FL Residence NY 11988 32164	Active RES / 20
47 Melly	Megan	S.	[REDACTED]	F	2	50	[REDACTED]	Greenport, NY 11944	Active
48 Miller	Peter	C.	[REDACTED]	M	0	55	[REDACTED]	Southold, NY 11971	Active RES / 20
49 Miller	Wayne	D.	[REDACTED]	M	18	110	[REDACTED]	Greenport, NY 11944	Active
50 Milovich Jr.	Joseph	P.	[REDACTED]	M	22	108	[REDACTED]	Greenport, NY 11944	Active
51 Morris	Greg		[REDACTED]	M	0	112	[REDACTED]	East Marion, NY 11939	Active
52 Nyce	David		[REDACTED]	M	4	169	[REDACTED]	Greenport, NY 11944	Active
53 Piel	Jeffrey	S.	[REDACTED]	M	0	65	[REDACTED]	Greenport, NY 11944	Active
54 Pirillo	James	A.	[REDACTED]	M	31	101	[REDACTED]	Greenport, NY 11944	Active
55 Pope	George	H.	[REDACTED]	M	12	122	[REDACTED]	Greenport, NY 11944	Active
56 Purcell	Bernard	G.	[REDACTED]	M	31	134	[REDACTED]	Greenport, NY 11944	Active
57 Purcell	Ryan		[REDACTED]	M	9	69	[REDACTED]	Greenport, NY 11944	Active

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
58	Quillin	Michael	T.	M	28	104	[REDACTED]	Greenport, NY 11944	Active
59	Raynor	Dale	K.	M	6	93	[REDACTED]	Greenport, NY 11944	Active
60	Rosa	Lisa	A	F	12	111	[REDACTED]	Peconic, NY 11958	Active
61	Ruffner	William	A.	M	18	50	[REDACTED]	Greenport, NY 11944	Active
62	Rung	Rosalie		F	1	101	[REDACTED]	Greenport, NY 11944	Active
63	Rutkowski	Stephen		M	2	158	[REDACTED]	Southold, NY 11971	Active
64	Spinuzzi	Matthew		M	3	53	[REDACTED]	Wilton Manors, FL 33305	Active
65	Tejada	Yira		F	0	78	[REDACTED]	Greenport, NY 11944	Active
66	Thorp	Thomas	F.	M	9	90	[REDACTED]	Greenport, NY 11944	Active
67	VanEiten	George	W.	M	29	96	[REDACTED]	Greenport, NY 11944	Active
68	Verity	Michael	J.	M	15	50	[REDACTED]	Greenport, NY 11944	Active
69	Verley	Joseph		M	0	83	[REDACTED]	Greenport, NY 11944	Active
70	Volinski	Darryl	F.	M	31	63	[REDACTED]	Greenport, NY 11944	Active
71	Volinski III	Antone	F.	M	31	151	[REDACTED]	Greenport, NY 11944	Active
72	Weingart	Jeffrey	L.	M	19	0	[REDACTED]	Greenport, NY 11944	Active
73	Wright	William	W.	M	8	126	[REDACTED]	Greenport, NY 11944 Orient, NY 11957 Greenport, NY 11944	Active RES 09/14/20
74	Zamayar	Elias		M	1	138	[REDACTED]	Greenport, NY 11944	Active
75	Zurek	Gregory	R.	M	30	97	[REDACTED]	Greenport, NY 11944	Active
76	Zurek	Stanley	J.	M	31	101	[REDACTED]	Greenport, NY 11944	Active

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
77 Andrews	Allan	G.	[REDACTED]	M	22	0	[REDACTED]	Summerville, SC 29483-7548	Entitled 4/2013
78 Barszczewski	Joseph	F.	[REDACTED]	M	31	117	[REDACTED]	Greenport, NY 11944	Entitled 1/2003
79 Birmingham	Kenneth	J.	[REDACTED]	M	6	63	[REDACTED]	Mattituck, NY 11952	Entitled 11/2017
80 Bumble	Lawrence		[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 10/2016
81 Butler	Michael	J.	[REDACTED]	M	2	94	[REDACTED]	Greenport, NY 11944	Entitled 10/2015
82 Capon	George	F.	[REDACTED]	M	31	123	[REDACTED]	Greenport, NY 11944	Entitled 6/1996
83 Clark	Jeffy	P.	[REDACTED]	M	31	103	[REDACTED]	Greenport, NY 11944	Entitled 11/2018
84 Clark III	Henry	A.	[REDACTED]	M	5	57	[REDACTED]	Greenport, NY 11944	Entitled 8/2012
85 Corwin	Everett	E.	[REDACTED]	M	13	131	[REDACTED]	Greenport, NY 11944	Entitled 4/2012
86 Corwin	Raymond	P.	[REDACTED]	M	31	0	[REDACTED]	Placida, FL 33946 Greenport, NY 11944	Entitled 3/2016
87 Costas	Thomas		[REDACTED]	M	7	67	[REDACTED]	Greenport, NY 11944	Entitled 1/2014
88 Coulter Jr.	William	T.	[REDACTED]	M	6	0	[REDACTED]	Delray Beach, FL 33483	Entitled 1/1995
89 Dinizio	Anthony	P.	[REDACTED]	M	9	57	[REDACTED]	Greenport, NY 11944	Entitled 1/1995
90 Hamilton Jr.	Robert		[REDACTED]	M	31	103	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
91 Harris	Peter	W.	[REDACTED]	M	31	130	[REDACTED]	Greenport, NY 11944	Entitled 4/2018
92 Heaney	Bernard	A.	[REDACTED]	M	6	0	[REDACTED]	Pine Plains, NY 12567	Entitled 1/1995
93 Hulse	Richard	A.	[REDACTED]	M	12	0	[REDACTED]	Fort Lawn, SC 29714-8825	Entitled 8/2007
94 Huzsek	Andrew	H.	[REDACTED]	M	31	100	[REDACTED]	Greenport, NY 11944	Entitled 3/2017
95 Hydell Sr.	Charles	F.	[REDACTED]	M	10	119	[REDACTED]	Peconic, NY 11958	Entitled 9/2014

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
96 Jensen	Richard	W.	[REDACTED]	M	10	0	[REDACTED]	East Marion, NY 11939	Entitled 9/2019
97 Jester	Robert	W.	[REDACTED]	M	30	62	[REDACTED]	Greenport, NY 11944	Entitled 9/2012
98 Kalin	James	H.	[REDACTED]	M	18	169	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
99 King	David	A.	[REDACTED]	M	28	0	[REDACTED]	Greenport, NY 11944	Deceased 2020
100 Kumjian	Claude	L.	[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
101 Lehmann	Robert	H.	[REDACTED]	M	20	0	[REDACTED]	Greenport, NY 11944	Entitled 11/2016
102 Luke	Alexander	O.	[REDACTED]	M	30	135	[REDACTED]	Greenport, NY 11944	Entitled 12/2009
103 Marczewski	Macy	W.	[REDACTED]	M	28	68	[REDACTED]	Greenport, NY 11944	Entitled 11/2013
104 Miller	Joseph	[REDACTED]	[REDACTED]	M	11	0	[REDACTED]	Greenport, NY 11944	Deceased 2020
105 Musto	Francis	G.	[REDACTED]	M	8	152	[REDACTED]	Greenport, NY 11944	Entitled 1/2013
106 Mysiborski	Henry	A.	[REDACTED]	M	13	65	[REDACTED]	Greenport, NY 11944	Entitled 5/2002
107 Rand	Charles	E.	[REDACTED]	M	16	0	[REDACTED]	Greenport, NY 11944	Entitled 10/2009
108 Reiss	Helen	L.	[REDACTED]	F	6	144	[REDACTED]	Greenport, NY 11944	Entitled 1/2015
109 Rempe Jr.	Frederick	J.	[REDACTED]	M	13	110	[REDACTED]	Greenport, NY 11944	Entitled 2/2017
110 Richter	Michael	J.	[REDACTED]	M	31	138	[REDACTED]	Greenport, NY 11944	Entitled 5/2019
111 Sieban	Edward	T.	[REDACTED]	M	24	102	[REDACTED]	Greenport, NY 11944	Entitled 7/2003
112 Skrezec	John	C.	[REDACTED]	M	31	65	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
113 Staples	Halsey	A.	[REDACTED]	M	31	112	[REDACTED]	Greenport, NY 11944	Entitled 8/2008
114 Tamin	John	E.	[REDACTED]	M	31	125	[REDACTED]	Greenport, NY 11944	Entitled 2/2004

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
115 Volinski Jr.	Antone		[REDACTED]	M	31	7	[REDACTED]	Greenport, NY 11944	Deceased 2020
116 Walker Jr.	David	E.	[REDACTED]	M	10	0	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
117 Watkins Sr.	Thomas	R.	[REDACTED]	M	24	0	[REDACTED]	Norfolk, VA 23502	Entitled 5/2016
118 Wright	Richard	E.	[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 2/2019
119 Berry	James	R.	[REDACTED]	M	26	0	[REDACTED]	Lake Havasu City, AZ 86406	Term. Vested 2016
120 Biggs	Jeffrey	S.	[REDACTED]	M	6	0	[REDACTED]	Rockville, MD 20852	Term. Vested 2006
121 Blasko	Gary	C.	[REDACTED]	M	19	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2008
122 Boyle	Robert	B.	[REDACTED]	M	14	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2005
123 Capuano	Jeffery		[REDACTED]	M	10	0	[REDACTED]		Term. Vested 2009
124 Claudio	Anthony	M.	[REDACTED]	M	7	0	[REDACTED]	Mattituck, NY 11952	Term. Vested 2006
125 Dimos	Paul	N.	[REDACTED]	M	9	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2017
126 Doucett Jr.	Robert	W.	[REDACTED]	M	6	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2002
127 Ferguson	Scott	A.	[REDACTED]	M	5	0	[REDACTED]	Auburn, ME 04210	Term. Vested 2005
128 Ficurilli	Andrew	J.	[REDACTED]	M	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2001
129 Jenkins Jr.	Thomas	W.	[REDACTED]	M	5	0	[REDACTED]	Huntingdon, PA Greenport, NY 11944 16652	Term. Vested 2015
130 Klotz	Raymond	W.	[REDACTED]	M	5	0	[REDACTED]	Miller Place, NY 11764	Term. Vested 1995
131 Klotzer Jr.	Kurt	F.	[REDACTED]	M	10	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
132 Manfredi	Christopher	W.	[REDACTED]	M	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2002
133 McNeill	William	F.	[REDACTED]	M	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
134 Myslborski	Linda	M.	[REDACTED]	F	8	19	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
135 Parker	Jason	M.	[REDACTED]	M	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2018
136 Rhodes	Larry	R.	[REDACTED]	M	9	0	[REDACTED]	Sound Beach, NY 11789	Term. Vested 2008
137 Rishe	Gregory	A.	[REDACTED]	M	9	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2007
138 Santacroce	Joseph	A.	[REDACTED]	M	17	0	[REDACTED]	Yaphank, NY 11980 Jamesport, NY 11947	Term. Vested 2012
139 Sledjeski	Patricia	A.	[REDACTED]	F	5	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2010
140 Staples	Brian		[REDACTED]	M	6	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2008
141 Stoner	Gary	J.	[REDACTED]	M	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2020
142 Tonyes	Donald	H.	[REDACTED]	M	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 1995
143 Urban	Brian		[REDACTED]	M	6	0	[REDACTED]	Islip, NY 11751	Term. Vested 2001
144 Urban	Kevin	L.	[REDACTED]	M	8	0	[REDACTED]	Kissimmee, FL 34746	Term. Vested 2005

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Credit	2020		Mailing Address	City, State & Zip	Company
						Past	Points			
Corwin	Robert J.			M	0	100			Greenport, NY 11944	Relief Hose Co. #2
Diaz	Juan			M	0	26			East Marion, NY 11939	Standard Hose Co. #4
Haneld	Christopher			M	0	59			Southold, NY 11971	Star Hose Co. #3
Narkiewicz	Piotr			M	0	23			Greenport, NY 11944	Relief Hose Co. #2
Jobes	Craig D.			M	0	113			Greenport, NY 11944	Eagle Hose Co. #1
O'Brien	Michael G.			M	0	57			Greenport, NY 11944	Standard Hose Co. #
Reed	Taylor			F	0	85			Greenport, NY 11944	Standard Hose Co. #4
Strickland	Samuel G.			M	0	111			Greenport, NY 11944	Relief Hose Co. #2
Sweetland	Jessica A.			F	0	33			Greenport, NY 11944	Rescue Squad

GREENPORT MICROGRID LUMP SUM BID FORM

THE VILLAGE OF GREENPORT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO THE VILLAGE OF GREENPORT IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

EACH BID MUST INCLUDE THE FOLLOWING:

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID SECURITY IN THE AMOUNT OF 5% OF BID AMOUNT

Project Greenport Microgrid	Location Various Locations Village of Greenport Suffolk County, New York	Project Owner Village of Village of Greenport 236 Third St. Greenport, NY 11944
---------------------------------------	--	---

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the lump sum price of:

BASE BID AMOUNT (Base Bid Lump Sum Amount):

To be filled in by Contractor

<i>In Words</i> Four Million, Nine Hundred Sixty Seven, One Hundred Forty Three Dollars
<i>In Numbers</i> \$ 4,967,143.00

+ ALLOWANCES:

To be filled in by the Municipality

<i>In Words</i> Twenty Thousand Dollars (for Fire Department electric panels)
<i>In Numbers</i> \$ 20,000 (for Fire Department electric panels)

= TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):

To be filled in by Contractor

<i>In Words</i> Four Million, Nine Hundred Eighty Seven, One Hundred Forty Three Dollars
<i>In Numbers</i> \$ 4,987,143.00

In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.

2. The undersigned agrees to complete the Work per phase of the Contract by the dates noted in the Technical Specifications and Drawings and all Work no later than **202 days after Contractor receives a notice to proceed with construction from the Municipality.** The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of Work.

3. The undersigned agrees that the bid security shall become the property of the Municipality if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a payment bond, each in an amount equal to the total bid sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law.

4. *The undersigned hereby certifies his or her compliance with the following:*

NON-COLLUSION / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES NO

- E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

Addendum 1 - 1/4/21 (Attached)
Addendum 2 - 1/4/21 (Attached)



Hunt, Gilbert & Associates, LLC
99 Washington Avenue, Suite 1224
Albany, NY 12210-2811
518-256-3358
info@hga-llc.com
www.hga-llc.com

Date: January 4, 2021
Subject: Federal Wage Decision 10-Day Call Verification
Village of Greenport Microgrid

On December 10, 2020 the Greenport Microgrid project was advertised for bids with a bid opening date of January 04, 2021. *sep*

We have checked Davis-Bacon for the 10-day call for this bid opening and have verified that the applicable wage schedule for Nassau and Suffolk Counties, Construction types: Building, Heavy, Highway and Residential has been updated on 01/01/2021.

The applicable wage determination: General Decision Number NY20210012 dated 01/01/2021 (superseding General Decision Number NY20200012).

Also note that if the contract is not awarded within 90 days of the bid opening, we will need to check for another update.

**ADDENDUM # 2 TO THE VILLAGE OF
GREENPORT MICROGRID PROJECT BID**

Please note that the deadline for the asking of questions regarding this project has been extended to 12 noon on the 11th of January, 2021.

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: 1/14/2021

Signature: 

Print Name: Michael Riello

Title: Vice President

Company Name: Haugland Energy Group LLC

Street Address: 336 S. Service Rd

City / State / Zip: Melville NY 11747

Mailing Address: _____
(If different from Street Address)

Federal I.D. #: 45-2854280

Telephone #: 516-336-6720

Continued on next page →

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name

Legal Residence

*please see attached

(President / Member / Partner)

(Vice President / Member / Partner)

(Secretary / Member / Partner)

(Treasurer / Member / Partner)



336 South Service Road
Melville, NY 11747

Haugland Energy Group Owners & Officers:

William J Haugland

Chief Executive Officer
336 South Service Rd Melville, NY 11747
516-336-6720

William D Haugland

Co- President
336 South Service Rd Melville, NY 11747
516-336-6720

Joseph Haugland

Co- President
336 South Service Rd Melville, NY 11747
516-336-6720

John W. Reynolds III

Chief Commercial Officer
336 South Service Rd Melville, NY 11747
516-336-6720

Michael Riello

Vice President of Electrical Operations
336 South Service Rd Melville, NY 11747
516-336-6720

Matthew Pirozzi

Chief Financial Officer
336 South Service Rd Melville, NY 11747
516-336-6720

Edward Tackenberg

Senior Vice President, Accounting and Finance
336 South Service Rd Melville, NY 11747
516-336-6720

Thomas Halpin

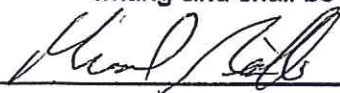
Vice President
336 South Service Rd Melville, NY 11747
516-336-6720

Michael Murillo

Vice President of Equipment Operations
336 South Service Rd Melville, NY 11747
516-336-6720

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Vice President

Title

Haugland Energy Group LLC

Company

1/13/2021

Date

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

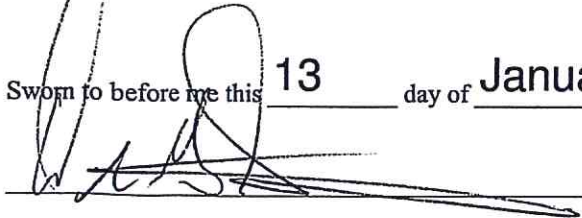
The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official 
 Printed Name of Signatory Michael Riello
 Title Vice President
 Name of Business Haugland Energy Group LLC
 Address 336 South Service Rd
 City, State, Zip Melville Ny 11747

Sworn to before me this 13 day of January, 2022;

 Notary Public

DEAN G. STRACUZZA
Notary Public, State of New York
No. 01ST6014700
Qualified in Suffolk County
Commission Expires October 19, 2022



Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Legal Business Name: HAUGLAND ENERGY GROUP LLC
Certifier's Name: Matthew Pirozzi
Certifier's Title: Chief Financial Officer
Certification Date: Jun 3, 2020

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or RFP submittal, as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:	Village of Greenport	Project Name:	Greenport Microgrid
Offeror's Name:	Haugland Energy Group LLC	Federal ID Number:	45-2854280
Address:	336 South Service Rd Melville Ny 11747	Contract Number (if applicable):	
City State & Zip Code:	Greenport, NY	Phone:	516-336-6720
Location of Work:			

M/WBE Target Goal		Proposed M/WBE Participation	
Category	Percentage	Category	Percentage
MBE:	15 %	MBE:	3 %
WBE:	15 %	WBE:	7.5 %
Totals:	30 %	Totals:	10.5 %
	Amount		Amount
	\$ 585,000.00		\$ 70,000.00
	\$ 585,000.00		\$ 290,000.00
	\$ 1,170,000.00		\$ 360,000.00

1. Certified M/WBE Subcontractors/Suppliers Information:	Classification NYS-ESD Certified (Choose One Only)		Federal ID No.:	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
	MBE	WBE				
A	Name: TURTLE & HUGHES INC Address: 1900 LOWER ROAD Email: BARBARA@TURTLE.COM Phone: 732-574-3600	<input checked="" type="checkbox"/>		MATERIAL Supply of DISTRIBUTION MATERIALS	\$478,000.-	DURATION
B	Name: PONDEROSA FENCE Address: 110 STEWART AVE Email: TOMNARAYE@PONDEROSAFENCE.COM Phone: 516-433-9471	<input checked="" type="checkbox"/>	11-	FENCING @ WWTP	\$70,000.-	JUNE 2021
C	Name: CASSONE TRAILERS Address: 1950 LAKELAND AVE Email: LYNNKUNZ@CASSONE.COM Phone: 631-585-7800	<input checked="" type="checkbox"/>		FIELD OFFICE RENTAL	\$5,000.-	DURATION
D	Name: Address: Email: Phone:					

* ADDITIONAL OUTREACH WILL CONTINUE DURING THE PERFORMANCE OF THE WORK TO ACHIEVE THE GOALS.

Contractor Use:

Name of Preparer: **Haugland Energy Group LLC**

Name of Approver: **Michael Riello**

Authorized Signature:



Date: **1/13/2021**

Email: **bids@hauglandllc.com**

Phone: **516-336-6720**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Haugland Energy Group, LLC
336 South Service Road
Melville, NY 11747

OWNER:

(Name, legal status and address)

Village of Greenport
236 Third Street
Greenport, NY 11944

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
Construction Services, Travelers Bond
& Financial Products, One Tower Square
Hartford, CT 06183-9062
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

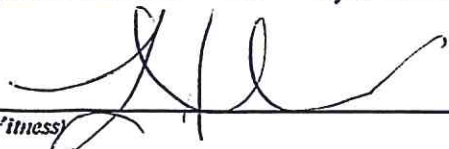
Greenport Microgrid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of January, 2021.



(Witness)

Haugland Energy Group, LLC
(Principal) _____ (Seal)

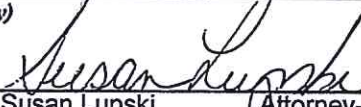
By: 

(Title)



(Witness)

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)

By: 

(Title) Susan Lupski Attorney-in-Fact

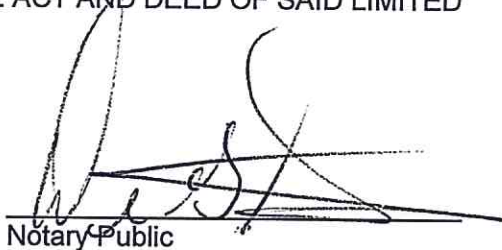


ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF New York }
COUNTY OF Suffolk }

ON THE 5 DAY OF January ²⁰²¹, BEFORE ME PERSONALLY APPEARED Michael Riello TO ME KNOWN AND KNOWN TO ME TO BE THE Vice President OF HAUGLAND ENERGY GROUP, LLC, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.



Notary Public

DEAN G. STRACUZZA
Notary Public, State of New York
No. 01ST6014700
Qualified in Suffolk County
Commission Expires October 19, 2022



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan Lupski of Uniondale, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of January, 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this January 5, 2021, before me personally came
Susan Lupski to me known, who, being by me duly sworn,
did depose and say; that he/she resides in Nassau County, State of New York that
he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America
the corporation described in which executed the above instrument; that he/she knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
Travelers Casualty and Surety Company of America (Surety)
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving
it as such; and that such Certificate has not been revoked.



Notary Public

Grace Ackerson
Notary Public, State of New York
No. 01AC6111590
Qualified in Nassau County
Commission Expires 6/14/2024

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,868
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	48,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,398	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 26TH DAY OF MARCH, 2020

