



**November 23, 2020 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

Caroline Huntington Bridge-Ciochetto
Margery E. Kujawski
Gordon David Miller
Arthur M. Tasker

ANNOUNCEMENTS

The Greenport Village Offices will be closed on November 26th and 27th in observance of the Thanksgiving holiday.

PUBLIC HEARING

The solicitation of public comments regarding CDBG opportunities for the Village of Greenport for Fiscal Year 2021

PRESENTATION

Developer Paul Pawlowski regarding potential alterations to the 2007 Stipulation for the 123 Sterling Avenue property

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 11-2020-1**

RESOLUTION adopting the November, 2020 agenda as printed.

RESOLUTION # 11-2020-2

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

FIRE DEPARTMENT**RESOLUTION # 11-2020-3**

RESOLUTION accepting the bid in the amount of \$ 6,116.00 from Christopher B. Winter - the sole bidder - for the purchase from the Village of the Village of Greenport Fire Department 1988 pumper truck, as approved by the Village of Greenport Fire Department Board of Wardens, per the public bid opening on October 13, 2020.

RESOLUTION # 11-2020-4

RESOLUTION approving the proposal submitted by Firehouse Training Plus + - the sole responder - in the amount of \$ 10, 500.00 for the 2021 year for the provision of training and training-related services to the Village of Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens, per the public bid opening on October 13, 2020, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Firehouse Training Plus +.

VILLAGE ADMINISTRATOR**RESOLUTION # 11-2020-5**

RESOLUTION approving the bid as received from Cummins, Inc. in a total amount not to exceed \$ 15,385.00 (inclusive of all options) for the central pump station generator replacement, per the public bid opening on November 10, 2020.

RESOLUTION # 11-2020-6

RESOLUTION approving the proposal submitted by Merrick Utility Associates, Inc. in the amount of \$ 1,545,360.00 as recommended by J.R. Holzmacher for the central pump station replacement, per the public bid opening on November 5, 2020; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Merrick Utility Associates, Inc.

RESOLUTION # 11-2020-7

RESOLUTION approving the attached proposal from AKRF, Inc. in the amount of \$ 22,315.00 for a geophysical survey and related environmental samplings as required by the New York State Department of Transportation for the North Ferry Terminal re-design project. This proposal is a Change Order to the existing contract between the Village of Greenport and LKMA, as AKRF is a sub-contractor to LKMA, and authorizing Mayor Hubbard to sign the Change Order.

RESOLUTION # 11-2020-8

RESOLUTION authorizing the solicitation of proposals for the Waste Water Treatment Plant pump station equipment maintenance, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 11-2020-9

RESOLUTION approving the attached amendment to Form of Subrecipient Agreement related to the Governor's Office of Storm Recovery Microgrid Project; with outstanding, non-material details to be inserted and verified by the Village Attorney, Village Administrator and Village Clerk, and authorizing Mayor Hubbard to sign the amendment.

VILLAGE TREASURER**RESOLUTION # 11-2020-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4737, to appropriate reserves to fund the replacement of specified accessible ramps, sidewalks, curbs and driveway aprons as per Village Board Resolution # 10-2020-4, and directing that Budget Amendment # 4737 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4738, to appropriate reserves to fund the change order to the contract between the Village of Greenport and CHA Design/Construction Services as per Village Board Resolution # 10-2020-5, and directing that Budget Amendment # 4738 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4739, to appropriate reserves for the funding of the Effluent Reuse Feasibility Study, as per Village Board Resolution # 09-2020-10, and directing that Budget Amendment # 4739 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4740, to appropriate reserves for the funding of election services and directing that Budget Amendment # 4740 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4741, to appropriate reserves for the funding of the UV System service, and directing that Budget Amendment # 4741 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4742, to appropriate reserves for the funding of the # 2 pump repair, and directing that Budget Amendment # 4742 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4743, to appropriate reserves for the funding of the Central Pump Station Emergency Generator Set, and directing that Budget Amendment # 4743 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2020-17

RESOLUTION approving the attached SEQRA resolution regarding a proposed bond resolution dated November 23, 2020, provided by Village bond counsel Norton Rose Fulbright, in the amount of \$ 1,530,000.00 for the installation of the New Sanitary Sewer Central Pump Station Replacement, determining the adoption of the bond for the installation of a new sanitary sewer central pump station in the Village of Greenport to be an Unlisted Action for purposes of SEQRA, adopting lead agency status, determining that there will not be a significant negative impact on one or more aspects of the environment, and adopting a negative declaration with regard to SEQRA.

RESOLUTION # 11-2020-18

RESOLUTION approving the attached bond resolution dated November 23, 2020, provided by Village bond counsel Norton Rose Fulbright, in the amount of \$ 1,530,000.00 for the installation of the New Sanitary Sewer Central Pump Station Replacement.

VILLAGE CLERK

RESOLUTION # 11-2020-19

RESOLUTION establishing March 16, 2021 as the Village of Greenport Election Day, to fill the expiring terms of two Trustees.

RESOLUTION # 11-2020-20

RESOLUTION setting the date and times of the 2021 Village General Election as March 16, 2021 from 6:00 a.m. to 9:00 p.m. and setting the polling place of the Village Election on March 16, 2021 to be the Greenport Station One Firehouse on Third Street in Greenport, New York.

RESOLUTION # 11-2020-21

RESOLUTION setting two Village Voter Registration Days, as follows:

- o Thursday, March 4, 2021 from 8:30 a.m. – 5:00 p.m. and
- o Saturday, March 6, 2021 from 11:00 a.m. – 5:00 p.m.

RESOLUTION # 11-2020-22

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the upcoming Village Election on March 16, 2021.

RESOLUTION # 11-2020-23

RESOLUTION authorizing the payment of \$ 30.00 per hour to Translator Roselle Borelli, effective October 23, 2020 for the performance of legal notice translation services related to the Village election scheduled for March 16, 2021.

RESOLUTION # 11-2020-24

RESOLUTION approving the attached SEQRA resolution regarding the proposal submitted by Haugland Group for the use of the entire site, or a portion thereof, of the Village of Greenport property known as the "Scavenger Waste Plant", for a proposal to PSEG Long Island to provide North Fork energy supply, determining the agreement to be an Unlisted Action for purposes of SEQRA, adopting lead agency status, determining that there will not be a significant negative impact on one or more aspects of the environment, and adopting a negative declaration with regard to SEQRA.

RESOLUTION # 11-2020-25

RESOLUTION accepting the attached proposal submitted by Haugland Group for an agreement to exclusively use the entire site, or a portion thereof, of the Village of Greenport property known as the "Scavenger Waste Plant", for a one-time fee of \$ 20,000.00 for a proposal to PSEG Long Island to provide North Fork energy supply, with the parties to agree on and enter into a lease, per the RFP opening on October 22, 2020; and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Haugland Group.

RESOLUTION # 11-2020-26

RESOLUTION approving the attached Master Subscription Agreement between the Village of Greenport and Granicus, LLC for the renewal of the IQM2 Agenda and Minutes Maker subscription, at an annual cost of \$ 4,494.00 and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Granicus, LLC.

RESOLUTION # 11-2020-27

RESOLUTION approving the attached 2020 – 2021 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2020 - 2021 fees applicable to the administration by Penflex, Inc. of the Village of Greenport Volunteer Firefighter Length of Service Awards Program, and authorizing Mayor Hubbard to sign the agreement between Penflex, Inc. and the Village of Greenport.

RESOLUTION # 11-2020-28

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2020-29

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2020-30

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2020-31

RESOLUTION authorizing the annual solicitation of quotes for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION # 11-2020-32

RESOLUTION authorizing the annual solicitation of quotes for a requirement contractor, with a unit price schedule for hourly, half-day and daily rates for one (1) worker, one (1) worker with a back hoe, two (2) workers, and two (2) workers with a back hoe, including regular time and overtime, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION # 11-2020-33

RESOLUTION authorizing the annual solicitation of bids for tree and stump removal services and stump grinding services on specified Village of Greenport streets, and directing Clerk Pirillo to notice the bid solicitation accordingly.

RESOLUTION # 11-2020-34

RESOLUTION approving the attached agreement between the Village of Greenport and the Goldie Anna Charitable Trust, for the Village of Greenport to accept a donation of \$ 125,000.00 from the Goldie Anna Charitable Trust, to be used for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach/Park and the procurement of a gazebo/shade arbor at the Village of Greenport Fifth Street Beach/Park, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Goldie Anna Charitable Trust.

RESOLUTION # 11-2020-35

RESOLUTION authorizing the solicitation of a Request for Proposals for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach/Park, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 11-2020-36

RESOLUTION authorizing the solicitation of a Request for Proposals for the construction of a gazebo/shade arbor at the Village of Greenport Fifth Street Beach/Park, and directing Clerk Pirillo to notice the Request for Proposals accordingly. Pursuant to General Municipal Law, the Contractor agrees that any bid proposal offered could be accepted by other municipalities, in accordance with §103(16) of the General Municipal Law – the Extension of Contract to Political Sub-Divisions.

RESOLUTION # 11-2020-37

RESOLUTION adopting the 2020 Retention and Disposition Schedule for New York Local Government records, known as "LGS-1" as the official retention and disposition schedule for all Village of Greenport records.

RESOLUTION # 11-2020-38

RESOLUTION assigning the Civil Service title of Highway Labor Crew Leader to Michael Flora, effective July 29, 2020, as approved by the New York State Department of Civil Service.

TRUSTEES**RESOLUTION # 11-2020-39**

RESOLUTION approving the following resolution: Resolved that the Board of Trustees hereby ratifies an agreement with an employee regarding her separation from employment. Be it further resolved that the Board of Trustees hereby accepts Linda Topalian's resignation for retirement purposes to be effective January 6, 2021.

VOUCHER SUMMARY**RESOLUTION # 11-2020-40**

RESOLUTION approving all checks per the Voucher Summary Report dated November 17, 2020, in the total amount of \$ 882,155.68 consisting of:

- o All regular checks in the amount of \$ 778,225.27, and
- o All prepaid checks (including wire transfers) in the amount of \$ 103,930.41.

Firehouse Training Plus +

1 Head of the Neck Road
Eastport, New York 11941

Contact Number: (516) 449-6035
Firehousetrainingplus@gmail.com

TRAINING PROPOSAL

Company: Greenport Fire Department

Address: 236 3rd St., Greenport NY 11944

Phone: (631) 477-1943

Firehouse Training Plus would like to offer our services to Greenport Fire Department for the year 2021. We would come in and complete all the required OSHA/PESH training through a monthly scheduled class. We would come in and provide all the classroom and hands-on training (officers encouraged to lead/demonstrate skills, with our instructor's so they can reinforce with your membership their leadership abilities and continue to strengthen the respect they are earning). A complete and thorough training report describing in-depth all accomplished at the session would be provided for auditing purposes.

Firehouse Training Plus will meet with Chiefs to ensure all members needing the required classes below have the opportunity to attend them (*each taught at least twice*):

- Bloodborne Pathogen (CME's awarded for this training)
- Hazardous Materials Awareness (CME's awarded for this training)
- Workplace Violence (CME's awarded for this training)
- Fire Extinguisher
- New York State Sexual Harassment

NOTE: CME means "Continued Medical Education" – used by Emergency Medical Technicians to retain their currency.

We will meet with the Chiefs to create an annual training schedule consisting of academic/practical training classes to ensure your department complies with the OSHA/PESH Standard 29 CFR 1910.156(c) (2) requirement; *each member must receive proficiency training that is comprised of the duties they are assigned to perform.* This training will be instructed to provide the knowledge and skillset necessary for the member to safely perform assigned tasks. An in-depth training report is created for each class taught to provide an accurate account of all accomplished. The schedule will include as a minimum the following:

- Fire Police Operations
- Safe Emergency Vehicle Operation
- Hose Handling
- Downed Firefighter Removal

Firehouse Training Plus will also create an in-depth training report for all of the department's Suffolk County Fire Academy live fire training classes. This paperwork will provide an accurate account of all actions taken during the session.

Firehouse Training Plus will also create/develop the following:

Departmental Programs (All programs created for the Greenport Fire Department is their property and will be turned over to them)

- Individual members training records will be created to verify/validate the training each member has completed (Firehouse Training Plus will update and maintain these records on a monthly basis). NOTE: The department will provide an area for the records to be stored.
- Departmental Driver's Training Program with at least two driving sessions.

In Summation, Firehouse Training Plus would create/accomplish:

- Individual Training Records (Firehouse Training Plus will maintain monthly)
 - o Creation of an in-depth training report to capture what was accomplished
- Driver's Training Program (Two practical sessions offered in addition to classes in the monthly training schedule)
- Academic instruction of the required OSHA/PESH classes. Taught at a monthly scheduled training session (each offered twice 2021).
 - o Bloodborne Pathogen (CME's awarded for this training)
 - o Hazardous Materials Awareness (CME's awarded for this training)
 - o Workplace Violence (CME's awarded for this training)
 - o Fire Extinguisher
 - o New York State Sexual Harassment
- Monthly department academic/practical training sessions to meet OSHA/PESH Standard 29 CFR 1910.156(c) (2) requirement; *each member must receive proficiency training that is comprised of the duties they are assigned to perform.*

Firehouse Training Plus will also teach an Officer Leadership Class.

Firehouse Training Plus would strive to ensure the Greenport Fire Department's members will have every opportunity to complete the annual training requirements. We pride ourselves on being very flexible to ensure all required training is accomplished. We like to become "partners" with our clients, because we want everyone to succeed.

Total cost of the program is: \$10,500 for a complete and thorough training program for the year 2021. Payment to be made quarterly.

Lastly, if you need a class that you do not see offered, please just ask. We have several other classes and programs that we offer. I thank you in advance for your time in considering our offer. Be safe!!

Respectfully,

John R. Bancroft

John R. Bancroft, President
FIREHOUSE TRAINING PLUS



Environmental, Planning, and Engineering Consultants

440 Park Avenue South
7th Floor
New York, NY 10016
tel: 212 696-0670
fax: 212 213-3191
www.akrf.com

~~May 5, 2020~~

July 10, 2020

Mr. Robert Steele, P.E.
L.K. McLean Associates, P.C.
437 South Country Road
Brookhaven, NY 11719

Re: Proposal Phase II Subsurface Environmental Investigation
Greenport Ferry Terminal – Greenport, New York 11644

Dear Mr. Steele,

AKRF, Inc. (“AKRF” or “the Consultant”) is pleased to present this proposal to L.K. McLean Associates, P.C. (“L.K. McLean” or “the Client”) to conduct a Phase II subsurface environmental investigation for the Greenport Ferry Terminal property located in the Village of Greenport, New York, also identified as Suffolk County Tax Map as: District 1001; Section 006.00; Block 04.00; Lots 014.004, 014.005, and 015.000 (“the Site”). The Site currently consists of an approximately 209,000-square-foot parcel developed with three one-story buildings [the Long Island Railroad (“LIRR”) Museum, the East End Seaport Museum and Marine Foundation, and the North Ferry Terminal and Ticket Booth], two parking lots, and the Greenport LIRR station. The proposal supercedes our earlier one dated May 5, 2020.

The proposed scope of testing is based on the Recognized Environmental Conditions (“RECs”) identified in a March 2020 Phase I Environmental Site Assessment (“ESA”) prepared by AKRF, an April 2020 construction plan for Alternative-2 provided by L.K. McLean, and discussions with L.K. McLean on May 4, 2020. The proposed project mainly includes stripping the asphalt pavement to reconstruct parking areas and the vehicle que area to the ferry, with minimal soil excavation expected. However, soil excavation is anticipated for the following activities:

- Construction of a stormwater treatment system in the southern LIRR parking lot. Note: the proposed location of the stormwater treatment system is in the same general location as a 15,000-gallon gasoline underground storage tank (“UST”) depicted on Sanborn Maps between 1909 and 1917;
- Construction of two cutouts for new curbs to reconfigure the parking lot islands in the southern LIRR parking lot;
- Construction of a proposed 40-foot-wide by 40-foot-long by 7-foot-deep stormwater infiltration chamber, and replacing the ferry loading ramps; and
- If necessary, shallow inland excavation to support the replacement of the ferry loading ramps.

The purpose of the Phase II investigation is to evaluate subsurface conditions in the above areas where soil disturbance activities are planned and there is potential to encounter contaminated soil or groundwater during construction, not to evaluate all RECs associated with the Site. The specific services that the Consultant shall provide are set forth in the "Scope of Services."

SCOPE OF SERVICES

Geophysical Survey

A geophysical survey will be conducted prior to drilling in accessible areas of the Site to clear the proposed sampling locations of subsurface utilities, and identify potential buried sanitary and drywell structures and other subsurface anomalies. In addition, the survey will investigate the potential presence of a 15,000-gallon UST in the southern parking lot and an abandoned in-place UST along the southern side of the LIRR Museum building. The geophysical survey will comprise a ground-penetrating radar ("GPR") survey and a magnetometer survey. Both survey methods are widely used for locating underground utility lines, USTs, etc. The geophysical survey is estimated to take one day to complete.

Environmental Sampling

AKRF will conduct a subsurface investigation to collect soil and groundwater samples for laboratory analysis. The scope will include:

- The advancement of 12 borings, with the collection of one soil sample from each;
- Retrofitting three of the borings with one-inch diameter temporary polyvinyl chloride ("PVC") well points to facilitate the collection of one groundwater sample from each (one sample near the stormwater treatment system, one for the stormwater infiltration chamber, and one for the ferry loading ramps); and
- Preparation of a report documenting the findings of the testing program.

Since the proposed Scope of Services will be conducted in outdoor locations on asphalt and concrete ground surfaces, and not in any of the Site buildings, evaluation of soil vapor is not proposed and no soil vapor samples will be collected as part of the subsurface investigation.

A Geoprobe™ direct-push probe ("DPP") will be used to advance the borings. Up to 12 soil borings will be advanced across the Site to approximately 10 feet below existing ground surface or approximately five feet into the groundwater table. Soil cores will be obtained in a stainless steel, macro-core sampler with an internal acetate liner and field-screened using a photoionization detector ("PID"), which measures relative concentrations of volatile organic compounds ("VOCs"). One soil sample will be collected from each boring from the 2-foot interval that exhibits evidence of contamination (i.e., staining, odors, and/or elevated PID readings). In the absence of contamination, a soil sample will be collected near the surface (0 to 2 feet below grade) in areas where shallow excavation is proposed or directly above the observed groundwater table in areas where deeper excavation is proposed. At each boring, AKRF field personnel will record and document subsurface conditions.

After the borings are completed, the holes will be backfilled with on-site materials (if not noticeably contaminated) and the surface will be patched by the drilling contractor. One-inch diameter temporary PVC well points will be installed at three of the locations; no permanent wells will be installed. The well points will be installed approximately five feet into the groundwater table (anticipated to be encountered within 10 feet below grade across the Site) and constructed with a 10-foot screen that straddles the water table, and sand pack filter.

All wells will be purged prior to sampling, and the purged water will be monitored for turbidity, temperature, pH, and conductivity using a water quality meter. Samples will be collected for laboratory analysis with a peristaltic pump and dedicated tubing after at least three well volumes have been removed.

It is assumed that the purge water will be discharged to the ground surface unless noticeably contaminated. If visual or olfactory evidence of contamination is observed, the water will be contained in 55-gallon drums for testing and disposal purposes. The costs for containerization, testing, and off-site disposal of groundwater are not included in this estimate. Groundwater wells will be gauged with a water level meter to record a depth to groundwater reading (1/100 foot), and, if necessary, an interface meter to determine the thickness of light non-aqueous phase liquid ("LNAPL") or dense non aqueous phase liquid ("DNAPL").

Soil and groundwater samples will be placed in laboratory-supplied containers and shipped in accordance with appropriate United States Environmental Protection Agency ("EPA") protocols to a New York State Department of Health ("NYSDOH")-certified laboratory. Soil samples will be analyzed for VOCs, semivolatile organic compounds ("SVOCs"), polychlorinated biphenyls ("PCBs"), pesticides, the Target Analyte List ("TAL") of total metals, the Resource Conservation and Recovery Act ("RCRA") list of leachable metals ("TCLP Metals"), and Total Petroleum Hydrocarbons ("TPH") Diesel Range and Gasoline Range Organics ("DRO-GRO"). Groundwater samples will be tested for Suffolk County's list of VOCs and SVOCs to identify potential petroleum or chlorinated solvent contamination associated with prior storage and maintenance activities. In addition, for quality assurance/quality control ("QA/QC") purposes, one aqueous trip blank will accompany each sample shipment of groundwater and will be analyzed only for VOCs.

The field observations and/or analytical results may reveal conditions indicative of a reportable spill to the New York State Department of Environmental Conservation ("NYSDEC"). Under New York State statute, AKRF is obligated to report the spill to the NYSDEC Spill Hotline. AKRF will consult with L.K. McLean, to the extent feasible, prior to reporting any spills to the NYSDEC Hotline.

Upon completion of the fieldwork and chemical analysis, AKRF will prepare a draft Subsurface (Phase II) Investigation Report for review by L.K. McLean. The report will summarize the findings of the field activities and compare the analytical results to appropriate state guidelines. The report will include conclusions and, if necessary, recommendations for additional sampling and/or remediation. A draft report would be available for Client review within two weeks after receipt of analytical data.

COST AND SCHEDULE

All work in this proposal will be conducted in accordance with AKRF's Standard Terms and Conditions (Attachment A) at an estimated cost of \$22,315. Any work requested outside of this scope will be performed in accordance with Attachment A, and on a time and materials basis per AKRF's Standard Hourly Rates (Attachment B) and the unit rates in the Cost Estimate (Attachment C).

It is our understanding that the project has been deemed essential work and that the current COVID-19 work restrictions would not apply; therefore, the proposed sampling program can be conducted as soon as access is arranged in full by L.K. McLean. The Client will ensure that all proposed sampling areas will be cleared of any vehicles and/or stored materials prior to the commencement of this field work. This Scope of Services provides for one mobilization event with a total of one day of field work for both the geophysical survey and the drilling. If AKRF personnel are denied access to portions of the Site during the scheduled field work and additional mobilization events are necessary, additional time will be required to complete the sampling program and additional costs will be incurred. A five-to-seven business day turnaround time will be requested for laboratory analysis. Expedited laboratory analysis can be requested for a surcharge.

If this proposal is acceptable, please sign in the appropriate signature space and return one executed copy to our offices. Please call me at (631) 574-3724 if you have any questions or comments.

Sincerely,
AKRF, Inc.



Stephen Malinowski
Vice President

cc: S. Holly and T. Larigan / AKRF

ACKNOWLEDGED AND ACCEPTED:

Signature: _____ **Title:** _____

For: _____ **Date:** _____

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Services"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Services separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Services provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Services and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional

Services provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Services and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL SERVICES OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Services to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Services or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Services provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim

without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Services.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Services performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Services, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Services relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.

- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Services to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Services rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Services under this Agreement or otherwise involved in the transactions contemplated hereby.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Services and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided

for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Entire Agreement.

This Agreement, including the Scope of Services, and any written agreements relating to Additional Services represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

20. Counterparts.

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

**ATTACHMENT B
HOURLY BILLING RATES**

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$245
Officer	\$225
Senior Technical Director	\$220
Technical Director	\$210
Senior Professional	\$180
Professional II	\$145
Professional I	\$130
Technical II	\$125
Technical I	\$100
Notes: Out of pocket expenses will be billed at 1.10 times actual cost. These rates are effective through December 31, 2020.	

**ATTACHMENT C
COST ESTIMATE**

<u>AKRF</u>					
Professional II - Preparation and Fieldwork	13 hrs	@	\$ 145	\$ 1,885	
Field Equipment/Supplies/Expenses	1 day	@	\$ 350	\$ 350	
Professional II - Data tabulation, Interpretation, and Reporting	24 hrs	@	\$ 145	\$ 3,480	
Technical Illustrations	8 hrs	@	\$ 180	\$ 1,440	
Officer - Project Management, Coordination, and Reporting	5 hrs	@	\$ 225	\$ 1,125	
Senior Officer	1 hr	@	\$ 245	\$ 245	
			AKRF Subtotal	\$ 8,525	
<u>Geophysical Subcontractor</u>					
Geophysical Survey	1 day	@	\$1,600	\$ 1,600	
			Geophysical Subtotal	\$ 1,600	
<u>Drilling Subcontractor</u>					
Direct Push Rig (including Mob/Demob)	1 day	@	\$ 2,500	\$ 2,500	
Temporary Groundwater Well Constructuion Materials	3 EA	@	\$ 250	\$ 750	
			Drilling Subtotal	\$ 3,250	
<u>Laboratory Analytical Testing</u>					
<u>Groundwater (includes one trip blank)</u>					
SCDHS List of VOCs	4 EA	@	\$ 75	\$ 300	
SCDHS List of SVOCs	3 EA	@	\$ 120	\$ 360	
<u>Soil Borings</u>					
SCDHS List of VOCs	12 EA	@	\$ 95	\$ 1,140	
SCDHS List of SVOCs	12 EA	@	\$ 125	\$ 1,500	
Pesticides	12 EA	@	\$ 80	\$ 960	
TCLP RCRA Metals	12 EA	@	\$ 90	\$ 1,080	
TPH DRO-GRO	12 EA	@	\$ 125	\$ 1,500	
TAL Metals	12 EA	@	\$ 115	\$ 1,380	
PCBs	12 EA	@	\$ 60	\$ 720	
			Analytical Subtotal	\$ 8,940	
			ESTIMATED TOTAL	\$ 22,315	
NOTES:					
Laboratory costs include 12 soil samples, 3 groundwater samples, and one trip blank.					
The fee for VOCs include costs for Encore Sample Devices.					
Costs assumes that the field work can be completed in one day.					

FIRST AMENDMENT

TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated June 8, 2018 is made and entered into _____ (the "First Amendment") and is effective as of September 30, 2015 (the "Effective Date") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the Village of Greenport, a municipal corporation ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on June 8, 2018 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this First Amendment to assist Subrecipient with the costs associated with the disaster recovery project described herein; and

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness continue uninterrupted through the Effective Date of this First Amendment until the amended term end date specified herein; and

WHEREAS, Subrecipient has demonstrated an immediate need for **\$5,000,000.00** of CDBG-DR funds in order to implement the project.

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The amount of the Grant Funds, currently set at \$0 under Section IV of the Agreement, is hereby increased by \$5,000,000.00 to a total amount not to exceed \$5,000,000.00.
2. Section VII of the Agreement entitled "Grantee" Daniel Greene replaced with Emily Thompson, Acting General Counsel, Governor's Office of Storm Recovery
3. Section IX(B)(2) of the Agreement is hereby amended by replacing the first two sentences of such Section with the following:

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer.

and by replacing all references to "five-year period" and "six-year period" with "retention period" in such Section.

4. Section IX(B)(5) of the Agreement is hereby amended by adding between the third and fourth sentences of such Section the following: "In order to receive final close-out, Subrecipient may be required by Grantee to certify compliance with the terms of this Agreement."
5. Exhibit A1 to this First Amendment hereby replaces Exhibit A of the Agreement.
6. Exhibit B1 to this First Amendment hereby replaces Exhibit B of the Agreement.
7. Exhibit E of the Agreement is hereby struck out and replaced by Exhibit E1 to this First Amendment.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

Village of Greenport

Housing Trust Fund Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery

EXHIBIT A1
First Amendment Subrecipient Program Description

This amendment adds \$5,000,000.00 to the Village of Greenport's subrecipient agreement. These funds are allocated for construction only.

The Greenport Microgrid project has two major elements.

First, the Village of Greenport's municipally owned electrical distribution grid will undergo a large-scale upgrade to storm harden critical grid assets. Specific upgrades include pole replacement, mainline resiliency upgrades, reconductoring and switch enhancements. The electrical distribution grid will also undergo compatibility upgrades to enable connection to the microgrid.

Second, the project will incorporate two solar photovoltaic battery storage microgrid systems. One system will be located at the Village of Greenport's firehouse, the other will be located at the Village of Greenport's wastewater treatment plant. Both systems will be incorporated into the Village of Greenport's electrical distribution grid. The systems will provide electrical power to the main grid on blue sky days as well as emergency backup power during a grid disruption event.

DRAFT

EXHIBIT B1

First Amendment Budget

Total Project Costs:

The 100% design estimate for the Village of Greenport microgrid project is \$4,057,474.

The remaining \$942,525.80 will be allocated for project contingency.

The total project budget for the Village of Greenport Microgrid is \$5,000,000.00.

Project	Design	Construction	PD/Admin	Total
Greenport Microgrid	\$0.00	\$5,000,000.00	\$0.00	\$5,000,000.00

DRAFT

DRAFT

EXHIBIT E1

Supplementary Conditions for Contracts

[attached]

DRAFT

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
 Trans No: 4737 Trans Date: 11/09/2020 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 11/09/2020

Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPLACEMENT OF
 SELECTED HANDICAP ACCESSIBLE RAMPS, SIDEWALKS, CURBS AND
 DRIVEWAY APRONS AS PER V.B.R. # 10-2020-4

Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
CD.5990	APPROPRIATED FUND BALANCE	180,539.48
CD.5110.410	STREET MAINT..	180,539.48
H.5990	APPROPRIATED FUND BALANCE	160,324.00
H.5110.200	ROAD CONSTRUCTION..	160,324.00
Total Amount:		681,726.96

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
 Trans No: 4738 Trans Date: 11/09/2020 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 11/09/2020

Description: TO APPROPRIATE RESERVES TO THE FUND THE CHANGE ORDER TO THE CONTRACT BETWEEN THE VILLAGE OF GREENPORT AND CHA DESIGN/ CONSTRUCTION SERVICES AS PER V.B.R. # 10-2020-5
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	29,860.00
E.0362	STORAGE BATTERY EQUIPMENT	29,860.00
Total Amount:		59,720.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2021	Period:	11	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4739	Trans Date:	11/09/2020	User Ref:	ROBERT		
Requested:	P. PALLAS	Approved:		Created by:	ROBERT		11/09/2020
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF THE EFFLUENT REUSE FEASIBILITY STUDY, AS PER V.B.R. # 09-2020-10					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	31,704.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	31,704.00
	Total Amount:	63,408.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
 Trans No: 4740 Trans Date: 11/09/2020 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 11/09/2020
 Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF ELECTION SERVICES

Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	6,000.00
A.1450.400	ELECTION,CONTR SERV..	6,000.00
	Total Amount:	12,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 4741 Trans Date: 11/09/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 11/09/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE UV SYSTEM
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	9,450.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	9,450.00
Total Amount:		18,900.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 4742 Trans Date: 11/09/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 11/09/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF # 2 SLUDGE PUMP
REPAIR Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	6,641.00
G.8120.401	EQUIPMENT REPAIR..	6,641.00
Total Amount:		13,282.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 4743 Trans Date: 11/10/2020 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 11/10/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE CENTRAL PUMP STATION EMERGENCY GENERATOR SET
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	15,385.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	15,385.00
Total Amount:		30,770.00

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A BOND RESOLUTION
FOR THE COST OF THE DESIGN AND CONSTRUCTION OF
A NEW SANITARY PUMP STATION \$ 1,530,000

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed bond resolution in the amount of \$1,530,000 for the cost of the design and construction of a new sanitary pump station; and

WHEREAS the Board of Trustees has reviewed the proposed bond resolution in the amount of \$1,530,000 for the cost of the design and construction of a new sanitary pump station and the obligations of the Board of Trustees under SEQRA; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed bond resolution for the cost of the design and construction of a new sanitary pump station, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed \$1,530,000 bond resolution for the design and construction of a new sanitary pump station is an unlisted action for purposes of SEQRA, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the \$1,530,000 bond resolution for the design and construction of a new sanitary pump station;

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and

Will not impair the character or quality of the existing community; and

Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and

Will not result in an increase in the potential for erosion, flooding or drainage problems; and

Will not create a hazard to environmental resources or human health; and that it is therefore

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

Upon motion of Trustee _____ seconded by Trustee _____,

In Favor _____

Against: _____

**State Environmental Quality Review Act
Notice of Determination of Non-Significance
Negative Declaration
Board of Trustees of the Incorporated Village of Greenport
Suffolk County, New York**

**Proposed \$1,530,000 Bond Resolution for the Cost of the Design and
Construction of a New Sanitary Pump Station**

Date: November 19, 2020

This notice is issued pursuant to Article 8 of the Environmental Conservation Law and the implementing regulations therefor at 6 NYCRR Part 617 (collectively, the "State Environmental Quality Review Act" or "SEQRA").

The Board of Trustees of the Incorporated Village of Greenport ("Trustees"), as Lead Agency for the SEQRA review, has determined, subsequent to review of a Short Environmental Assessment Form (EAF) Parts 1, 2 and 3, as well as other information before the Trustees, that the proposed action described below will not have a significant adverse effect on the environment, and that an Environmental Impact Statement (EIS) will not be prepared.

Name of Action: Adoption of Bond Resolution \$1,530,000 for cost of design and construction of a new sanitary pump station.

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The proposed action consists of the adoption of a bond resolution of \$1,530,000 for the cost of design and construction of a new sanitary pump station.

Project Location: Incorporated Village of Greenport
Suffolk County, New York

Reasons Supporting this Determination:

In accordance with SEQRA, the Trustees, as Lead Agency, using the EAF and other relevant information cited herein and comparing same with the thresholds set forth at 6 NYCRR §617.4 determined that the proposed action is an Unlisted Action. Coordinated review was not required as there is no negative impact on the environment and as the Board of Trustees was determined to be the only involved agency.

It is noted that a Short EAF was presented to the Board of Trustees which the Trustees relied upon, in reaching the determination set forth herein.

Based upon the information contained in the EAF the Trustees, as Lead Agency for the action contemplated herein, and after due deliberation, review and analysis of the proposed action, the EAF, the aforementioned EAF, and other relevant information cited herein, and the criteria set forth in 6 NYCRR

§617.7, hereby determines that the proposed action will not result in any significant adverse impacts to the environment. This determination is supported by the following:

1. The proposed bond resolution would not necessarily require new or additional air or noise emissions sources as compared to other permitted and no significant adverse air quality or noise impacts would be expected upon implementation of the proposed action.
2. The adoption of the bond resolution would not necessarily generate significantly greater quantities of solid waste, no significant increases in solid waste production were anticipated as a result of the amendments.
3. The adoption of the bond resolution would not necessarily utilize greater quantities of potable water or generate greater quantities of sanitary waste.
4. The adoption of the bond resolution will not necessarily have a greater potential to result in adverse impacts to groundwater or surface waters than other permitted. The SEQRA review of the amendment determined that there would be no increase in storm water runoff generated, and that no surface waters regulated by the New York State Department of Environmental Conservation (NYSDEC) or identified by the published resources of the United States Fish and Wildlife Service will be affected by the adoption of the bond resolution as proposed. Overall, implementation of the proposed action would not result in a substantial increase in the potential for erosion, leaching or flooding, and other drainage issues.
5. The allowed uses would not necessarily have a greater potential to result in adverse impacts on ecological resources than other permitted uses. The affected property does not contain endangered, threatened, or rare plants or animals, habitat for such species, or significant natural communities. Accordingly, implementation of the proposed action would not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a threatened or endangered species or animal or plant, or the habitat of such a species; or significant adverse impacts to natural resources.
6. The Village does not include any Critical Environmental Areas (CEAs), and thus, the environmental characteristics of a CEA would not be impaired by the adoption of the bond resolution.
7. Adoption of the bond resolution would not create a significant adverse conflict with a community's current plans or goals as officially approved or adopted, in the current Village of Greenport LWRP.
8. Adoption of the bond resolution is not likely to cause significant adverse impacts upon community facilities and services such as police and fire protection services.
9. The proposed bond resolution would not directly affect any historic or archaeological resources listed in the State or National Registers of Historic Places. Moreover, adoption of the bond resolution is not expected to result in the impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources.

The adoption of the bond resolution is not expected to result in an impact on the character of the Community.

Overall, the proposed action is not expected to result in the impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources, or existing community or neighborhood character.

10. The adoption of the bond resolution would not necessarily result in greater energy use and there are not any air quality and noise impacts to Village roadways or the public that are expected to result from the adoption of the bond resolution.
11. The adoption of the bond resolution will not encourage or attract a large number of people to the Village as compared with the number of people who would come absent the action.
12. There are no substantial agricultural, open space or recreational resources within the Village. There would be no potential for the proposed action to result in significant adverse impacts to such resources.
13. The adoption of the bond resolution will not create a material demand for other actions that would result in one of the above consequences.
14. The adoption of the bond resolution not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.
15. The adoption of the bond resolution will not result in cumulative impacts that would meet any of the criteria set forth in 6 NYCRR §617.7.

For Further Information:

Contact Person: Honorable George W. Hubbard, Mayor
and the Board of Trustees of the Incorporated Village of Greenport

Address: Village of Greenport Village Hall
236 Third Street
Greenport, New York 11944

Telephone Number: (631) 477-1243

Email Address: spirillo@villageofgreenport.org

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Village of Greenport			
Name of Action or Project: \$1,530,000 bond resolution for teh design and construction of a new sanitary pump station			
Project Location (describe, and attach a location map): Village of Greenport			
Brief Description of Proposed Action: \$1,530,000 for the design and construtoin of a new sanitary pump station including original equipment, machinery and apparatus therefor in an for said Village			
Name of Applicant or Sponsor: Village of Greenport		Telephone: 631 477 1243	
		E-Mail: spirillo@villageofgreenport.org	
Address: 236 Third Street,			
City/PO: Greenport		State: NY	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ .5 acres	
b. Total acreage to be physically disturbed?		_____ .5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ .5 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Board of Trustees Village of Greenport

November 19, 2020

Name of Lead Agency

Date

Mayor George Hubbard

Mayor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

BOND RESOLUTION DATED NOVEMBER 23, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,530,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF A NEW SANITARY PUMP STATION, INCLUDING ORIGINAL EQUIPMENT, MACHINERY AND APPARATUS THEREFOR, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Greenport, Suffolk County, New York, as follows:

Section 1. For paying the cost of the design and construction of a new sanitary pump station, including original equipment, machinery and apparatus therefor, demolition of the existing pump station, and installation of a new diesel fuel storage tank, in and for Village of Greenport, Suffolk County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$1,530,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be \$1,530,000, and the plan for the financing thereof is by the issuance of \$1,530,000 bonds of said Village authorized to be issued pursuant to this bond resolution, provided, however, that the amount of bonds to be issued shall be reduced by the amount of any Federal or State grants received in aid of the foregoing class of objects or purposes..

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision four of paragraph a of

Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as November be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Greenport, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Greenport, Suffolk County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and November be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes November be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary form in _____, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE OPTION TO LEASE THE ENTIRE SITE, OR A PORTION THEREOF, OF THE VILLAGE OF GREENPORT PROPERTY KNOWN AS THE "SCAVENGER WASTE PLANT"

RESOLUTION adopting the following SEQRA resolution regarding the option to lease the entire site, or a portion thereof, of the Village of Greenport property known as the "Scavenger Waste Plant"; adopting lead agency status, determining that the approval of the option to lease is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the option to lease between the Village of Greenport and Haugland Group will not have a significant negative impact on the environment:

WHEREAS an option to lease the entire site, or a portion thereof, of the Village of Greenport property known as the "Scavenger Waste Plant" will be entered into by Haugland Group and the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the performance of the contract and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the performance of the contract and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the performance of the contract is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the performance of the contract;

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

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: November 18, 2020

Plant Address:
1885 Moores Lane
Greenport, NY 11944
Phone: 631-477-3450



Haugland Group LLC
336 South Service Rd
Melville, NY 11747
Phone: 516-336-6720

October 20, 2020

Mr. Paul J. Pallas
Village Administrator
Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Response to Legal Notice Dated 10/08/20
Request for Proposal to Lease Property known as Scavenger Waste Plant

Dear Mr. Pallas,

In 2003, Hawkeye Energy Greenport LLC entered a long-term land lease with the Village of Greenport in connection with the construction and operation of a 55MW electric generation peaker unit. Over the past 17 years, Hawkeye Energy Greenport and its parent Haugland Group LLC (collectively, "Haugland Group") have established a strong track record for timely payment of rent and real estate taxes for property under lease with the Village for the plant located at 1885 Moores Lane. We hope to continue to maintain a strong and viable business relationship and remain the Village's largest taxpayer, for a long period of time into the future.

As New York State, and Long Island in particular continues on its path towards more environmentally sustainable energy solutions, (e.g., battery storage systems) over the next decade, we have plans to develop such solutions in Greenport and to create an energy park tied into our existing plant's transmission interconnect. To this end, we are interested in leasing the land which is the subject of the above-referenced solicitation ("Scavenger Waste Plant"). Because of our long and positive relationship with the Village and the Town of Southold, our intimate familiarity with the geography and land-use issues, and our active commitment to the community (through such things as sponsorship of the Tall Ships, the Aquarium, and other civic contributions), we strongly believe that it is in the best interests of all stakeholders that Haugland Group be afforded the opportunity to lease this property and commence development.

With respect to the Scavenger parcel, Haugland Group proposes structuring monthly lease payments for the term of any PPA plus 2 years, but in no event less than 10 years with options to extend. The monthly payments would be a function of newly developed electrical capacity. Depending on the Village's preferences and risk profile, we could discuss customized features such as a floor and cap, contoured cashflow payments and other structured terms that would allow the Village to accrue substantial revenues in the years ahead based on the size and revenues of the project as developed, or even accelerate rental payments to current value. We currently envision the facility to be capable of storing and discharging 50MW to 130MW of peak power.

Capacity of Project (MW)	Monthly Rent
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Plant Address:
1885 Moores Lane
Greenport, NY 11944
Phone: 631-477-3450



Haugland Group LLC
336 South Service Rd
Melville, NY 11747
Phone: 516-336-6720

To begin the process, we would propose paying the Village a one-time fee of \$20,000 to allow exclusivity for Haugland Group to demonstrate site control, respond to the solicitation, and commence direct negotiations as part of our current PPA and or part of the solicitation. Upon completion of development work we can negotiate and finalize commercial terms pursuant to the above.

Haugland Group LLC requests to the extent possible and not required by the RFP, the terms of this offer be kept confidential and not subject to freedom of information disclosures without redaction,

We appreciated your time and consideration. We welcome any further discussions on this matter.

Very truly yours,



John Reynolds
Chief Commercial Officer

Granicus Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made by and between Greenport, NY ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus, provided via an authorized third party known as a reseller, and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via an authorized third party.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for via a reseller, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client

accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client, via Carahsoft, as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall refer to the authorized reseller's policy and procedure pertaining to disputed invoices.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Carahsoft and, in turn, to the Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services Agreement will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or

receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Carahsoft all Fees due through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus

determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus and Carahsoft shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the

corresponding purchase order information (including a purchase order number) to Granicus and Carahsoft upon the creation of such a purchase order. Client agrees that a failure to provide Granicus and Carahsoft with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus and Carahsoft pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Greenport, NY

Signature:

Name:

Title:

Date:

Penflex, Inc. 11/1/2020-10/31/2021 Service Fee Agreement

VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: \$3,600, \$100 change from 2019

Per-Participant Fee: \$18, \$1 change from 2019

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2019

Total Estimated Standard and Distribution Services Fees: \$6,200

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2019:

NYS LOSAP Audit Package: No

GASB 73 Package: Yes

Auditing Firm:

Contact Name:

Email Address:

Please Check 'Yes' Or 'No' For Program Year 2020:

Complete the NYS LOSAP Audit Package for a fee of \$495: Yes No

This is a \$0 change from 2019. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package for a fee of \$950: Yes No

This is a \$0 change from 2019. Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample GASB 73 package, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Mayor sign and return this Service Fee Agreement. Keep a copy for your records.

Mayor
Village of Greenport

Edward J. Holohan

Edward J. Holohan, ASA
President, Penflex, Inc.

AGREEMENT

Agreement made this _____ day of November, 2020 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and the Goldie Anna Charitable Trust, (“Donor”) with an address of P.O. Box 306, 2665 Cedar Lane, East Marion, NY, 11939 regarding a donation to be made to the Village of Greenport by the Donor as set forth herein.

W I T N E S S E T H:

WHEREAS, the Donor is a Section 501(c)(3) charitable entity under the Internal Revenue Code and the Donor desires to make a donation to the Village to be used for a specific purpose or purposes; and

WHEREAS the Village of Greenport has certain needs for replacement or maintenance of existing equipment and the purchase of new facilities for its parks and other Village properties; it is therefore:

AGREED between the Donor and the Village as follows:

1. Donor agrees to make a donation to the Village in the amount of \$ 125,000 on or before December 31, 2020. By December 31, 2020, the Village expects to approve the solicitation of a Request for Proposals for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach and the solicitation of a Request for Proposals for the construction of a gazebo/shade arbor at the Village of Greenport Fifth Street Beach. Corresponding contract awards are expected by the end of January 2021, with work and/or construction to begin by March 2021.
2. Village agrees that the Village shall use the monies received from the donation of one hundred and twenty five thousand dollars (\$125,000) only for the rehabilitation of the Village of Greenport public restrooms at the Village of Greenport 5th Street Beach and for the purchase and installation of a gazebo/shade arbor at the Village of Greenport 5th Street Beach. The Village will create and deposit the donation monies into an earmarked Trust and Agency account, specifically created for, and used only for, monies received from the Goldie Anna Charitable Trust, with the monies received from the donation that are deposited into that account

to be used only for the aforementioned rehabilitation projects at the Village of Greenport 5th Street Beach.

3. Village further agrees that the names of the representatives, principals and/or agents of the Donor dealing with the Village in this matter shall not be disclosed by the Village, its employees and/or officials.

4. This Agreement represents the entire agreement between the Donor and the Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this subject, and there are no agreements or understandings between the Village and Donor which are not reflected in this Agreement. The terms of this Agreement may only be amended by a mutually agreed written document signed by both parties.

VILLAGE OF GREENPORT

By: _____

**THE GOLDIE ANNA CHARITABLE
TRUST**

By: _____