

Notice of Public Hearing**Incorporated Village of Mastic Beach****Notice of Public Hearing**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Village Board of the Incorporated Village of Mastic Beach on Tuesday, August 11, 2015, at 7:00 p.m., at Village Hall, 369 Neighborhood Road, Mastic Beach, NY 11951, in order to consider the adoption of a revised "Chapter 20. Code Enforcement, Department of" and revised "Chapter 178. Building Code" of the Mastic Beach Village Code.

The proposed revisions are intended to separate the Building Department from the Code Enforcement Department and also permit the authorization of a New York State licensed professional engineer or registered architect to inspect any and all commercial buildings, structures or work as may be required for the issuance of a certificate of occupancy/certificate of compliance.

All persons having an interest in these matters are invited to attend and make their views known at the aforementioned time and place.

Susan F. Alevas, Esq.
Village Clerk/Administrator

Dated: July 15, 2015

*Endeavor Municipal Development, Inc.
Teviotdale
P.O. Box 187
Germantown, NY 12526
518-537-4451/4353fax
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*Hon. Maura Sperry, Mayor
Village of Mastic Beach
369 Neighborhood Rd.
Mastic Beach, NY 11951*

June 20, 2015

Dear Mayor Sperry,

The following shall constitute the agreement between us pursuant to which you, the **Village of Mastic Beach, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain development services upon the following terms and conditions:

1) Client hereby engages Endeavor Municipal Development, Inc. to raise funds (grants and interest-subsidized loans) for a twelve-month period for design, permitting and construction of waste water collections and treatment systems.

2) For Phase One of these efforts Endeavor, Inc.'s responsibilities will include:

a. Working with the Client's staff and consultants to determine eligibility for various funding possibilities, concentrating on federal, state, regional, corporate and private foundation sources. This will culminate in the creation of a development plan for the projected initiatives,

b. Structuring a schedule for the implementation of the development plan,

c. Writing and submitting grant and loan requests which may be immediately due to funding sources.

3) For Phase Two of these efforts (the implementation of the Client-approved development plan) Endeavor, Inc.'s responsibilities will include:

- a. Collating all pertinent materials for the submission of these grant and loan applications, budgets, photographs, estimates, etc.,
- b. Meeting with the appropriate individuals from the funding organizations to ascertain the exact nature of their mandates and initiatives,
- c. Developing the written sections of these proposals for Client's approval.
- d. Submitting, in a timely fashion, the final approved proposals to the funding sources,
- e. Following up, through personal contact and correspondence, on the processing of these grants and loans by their agencies prior to announcement of the awards.

4) Funding sources engaged in the Client's waste water grant and subsidized loan financing will include, but will not be limited to:

- a. The New York State Environmental Facilities Corporation, in the context of the Drinking Water State Revolving Fund,
- b. The New York Rising Program,
- c. The New York State Green Initiative Grant Program,
- d. The United States Department of Agriculture's Rural Development program,
- e. The New York State Office of Community Renewal's Community Development Block Grant program,
- f. New York State Dormitory Authority funding,
- g. The Federal Appropriations process.

5) In consideration hereof, Client shall pay Endeavor, Inc. \$6,000 upon acceptance of this contract and a quarterly sum of \$6,000 at the beginning of each of three successive quarters.

- 6) The Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the grant applications, i.e. duplication of photographs, photocopier expenses, grant proposal folders, mailing costs, etc. Client will retain ownership of all materials developed for the grant proposals and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.
- 7) The retaining fees (as defined in 5) shall be included, where permitted, as administration expenses in the grant or loan requests and will be reimbursable to the Client as such.
- 8) This contract can be annulled upon thirty days' written notice by either party.
- 9) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.
- 10) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.
- 11) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.
- 12) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be settled by arbitration in accordance with the rules, then in effect, of the American Arbitration Association in New York, and the decision of the arbitrator(s) shall be binding and a judgment thereon may be entered in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, President

AGREED AND ACCEPTED:

The Village of Mastic Beach, NY

By,

Maura Sperry, Mayor

Date