



**January 24, 2019 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

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

- Charles Frazier Booth
- Walter John Buchanan

ANNOUNCEMENTS

- The Village Offices will be closed on February 18th in honor of Presidents' Day.
- The Village General Election, to fill the open positions of Mayor and two Trustees, will be held on March 19, 2019. Polls will be open from 6:00 a.m. through 9:00 p.m. at the Third Street Fire Station, Third and South Streets.

PRESENTATION

- William Freitag of SaxBST, presenting a report on the Village-Wide Financial Audit for the Fiscal Year Ended May 31, 2018

PUBLIC HEARINGS

- Proposed amendment of Section 132-54A, Schedule XVI (Limited Time Parking) of the Village of Greenport Code
- Wetlands Permit Application of Costello Marine Charters on behalf of Research Charters, Inc; for the property at 204 Carpenter Street
- Wetlands Permit Application of Wayne Turret and Jessica Leighton; for the property at 746 Main Street - **POSTPONED**

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 01-2019-1**

RESOLUTION adopting the January, 2019 agenda as printed.

RESOLUTION # 01-2019-2

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

FIRE DEPARTMENT**RESOLUTION # 01-2019-3**

RESOLUTION accepting the application for membership of Elias Zamayar to the Standard Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 19, 2018.

RESOLUTION # 01-2019-4

RESOLUTION approving the request of the Greenport Fire Department to host the annual Washington's Birthday Parade and Celebration on February 16, 2019; approving the closing to vehicular traffic of Village streets for the duration of the Parade, and approving the use of the Third Street Firehouse for the celebration.

VILLAGE TREASURER**RESOLUTION # 01-2019-5**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4076, to fund the Clark Street project, and directing that Budget Amendment #4076 be included as part of the formal meeting minutes for the January 24, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 01-2019-6

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #4077, to fund the capital repairs for the Sewer Department, and directing that Budget Transfer #4077 be included as part of the formal meeting minutes for the January 24, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 01-2019-7

RESOLUTION authorizing the Village of Greenport to add the outstanding water and sewer balances in arrears to the Village of Greenport 2019 tax bill for the respective property, per calculations to be completed by, on, or before April 30, 2019.

VILLAGE CLERK**RESOLUTION # 01-2019-8**

RESOLUTION ratifying the attendance of Deputy Clerk Oddon at the NYCOM Election Workshop on January 10, 2019 in Ronkonkoma, New York; at a workshop fee of \$ 50, and including all applicable travel and mileage reimbursements in accordance with the Village of Greenport Travel Policy, to be expensed from Account A.1450.400 (Election Contractual Services).

RESOLUTION # 01-2019-9

RESOLUTION appointing four Election Inspectors, one of which will serve as Chairperson, for the Village election on March 19, 2019; as follows:

- Diana Whitsit, Chairperson
- Thomas De Wolfe
- Karin Johnson, and
- Walter J. Strohmeyer, Jr.

The Inspectors are to be paid \$ 12 per hour and \$ 13 per hour for the Chairperson of the Inspectors, and further authorizing the Inspectors to work on the two Village Voter registration days, as well as on the day of the election. This will be expensed from Account A.1450.100 (Election Personnel Services).

RESOLUTION # 01-2019-10

RESOLUTION allowing the Clerk's Office to appoint two alternate Election Inspectors for the Village Election on March 19, 2019 as follows:

- Marion L. Latney and
- Lydia A. Wells.

RESOLUTION # 01-2019-11

RESOLUTION setting the 2019 Village of Greenport property tax lien sale for March 12, 2019 at 10:00 a.m. and directing Clerk Pirillo to notice the tax lien sale accordingly.

RESOLUTION # 01-2019-12

RESOLUTION scheduling a public hearing for 7:00 p.m. on Thursday, February 28, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, to raise the existing building above the base flood elevation plus 2' of freeboard or more, with the work including the replacement of the existing foundation and floor frame with 26 new helical pile supported floor; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 01-2019-13

RESOLUTION approving the Public Assembly Permit Application submitted by the Star Hose Company of the Greenport Fire Department for the use of the Polo Grounds at Moore's Lane from 5 p.m. through 11 p.m. from May 23, 2019 through May 26, 2019 for the annual Carnival fundraiser, with a fireworks displayed scheduled for May 25, 2019 with a rain date of May 26, 2019.

RESOLUTION # 01-2019-14

RESOLUTION approving the Public Assembly Permit Application submitted by Floyd Memorial Library for the use of a portion of Mitchell Park from 4 p.m. through 9 p.m. on July 16, 2019 for the annual Children's and Family's Brady Rhymer Concert.

RESOLUTION # 01-2019-15

RESOLUTION awarding the contract for the delivery of No. 2 heating oil to Burt's Reliable - the lowest bidder - at a bid price of eleven cents (\$ 0.11) per gallon over rack price, per the bid opening on January 8, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable.

RESOLUTION # 01-2019-16

RESOLUTION awarding the contract for the delivery of diesel fuel to Burt's Reliable - the lowest bidder - at a bid price of eleven cents (\$ 0.11) per gallon over rack price, per the bid opening on January 8, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable.

RESOLUTION # 01-2019-17

RESOLUTION awarding the contract for the delivery of unleaded 87 octane gasoline to Demarest Holding Corporation d/b/a Hands Fuel Company - the sole bidder - at a bid price of fifteen cents (\$ 0.15) per gallon over rack price, per the bid opening on January 8, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Demarest Holding Corporation d/b/a Hands Fuel.

RESOLUTION # 01-2019-18

RESOLUTION awarding the contract for the performance of contractor services to Stanley F. Skrezec - the sole bidder - per the attached bid prices, per the bid opening on January 8, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Stanley F. Skrezec.

RESOLUTION # 01-2019-19

RESOLUTION awarding the contract for the hauling of liquid sludge to Russell Reid Waste Hauling and Disposal Service Company, Inc. - the sole bidder - at a bid price of \$ 190.00 per 1,000 gallons and a total bid amount of \$ 95,000.00 for twelve (12) months at an estimated 500,000 gallons, per the bid opening on January 17, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Russell Reid Waste Hauling and Disposal Service Company, Inc.

RESOLUTION # 01-2019-20

RESOLUTION approving participation by the Village of Greenport in the New York State Volunteer Cancer Benefit Program "Option 1: Basic Plan" for the Village of Greenport Fire Department, at an estimated annual premium of \$ 2,027.48; and authorizing Mayor Hubbard to sign the corresponding Application and Participation Agreement.

RESOLUTION # 01-2019-21

RESOLUTION accepting the resignation of Derryl Baumer as Engineering Aide for the Village of Greenport, effective January 29, 2019; per the resignation letter received on January 15, 2019.

MAYOR**RESOLUTION # 01-2019-22**

RESOLUTION rescinding attached Resolution # 12-2018-29 from the December 27, 2018 Regular Meeting of the Board of Trustees.

RESOLUTION # 01-2019-23

RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Vineyard View, LLC regarding the connection by Vineyard View, LLC of a sanitary sewage system on its property, to the Greenport Village Municipal Sewer System; and authorizing Mayor Hubbard to sign the Sanitary Sewage Agreement between the Village of Greenport and Vineyard View, LLC.

VOUCHER SUMMARY**RESOLUTION # 01-2019-24**

RESOLUTION approving all checks per the Voucher Summary Report dated January 22, 2019, in the total amount of \$ 493,188.77 consisting of:

- o All regular checks in the amount of \$ 423,432.79, and
- o All prepaid checks (including wire transfers) in the amount of \$ 69,755.98.

January 23, 2019

LOCAL LAW NO. OF THE YEAR 2019
AMENDING SECTION 132-54A SCHEDULE XVI LIMITED TIME PARKING
AND SECTION 132-37(B) PENALTIES
OF THE GREENPORT VILLAGE CODE
TO SET A LIMITED TIME FOR PARKING IN THE MTA PARKING LOT

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

- Section 1.0 Enactment, Effective Date,
Purpose and Definitions.
- 1.1 Title of Local Law
 - 1.2 Enactment.
 - 1.3 Effective Date.
 - 1.4 Purpose and Intent of Local Law.
- 2.0 General Provisions
- 2.1 Amendment to Section 132-54A
 - 2.2 Rescission of Section 132-37(B)
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2019 Amending Section
132-54A Schedule XVI Limited Time Parking of the Greenport Village Code to Set a
Limited Time on Parking in the MTA Lot.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of

New York, hereby enacts by this Local Law of 2019, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to improve available parking for the residents of the Village and their guests and other visitors to the Village.

2.0 General Provisions.

2.1 The following language shall be added to Section 132-54A Limited Time Parking of the Greenport Village Code:

| "Name of Street | Sides | Time Limit | Hours | Location |
|-----------------|-------------|------------|-----------|------------------|
| Fourth Street | Parking Lot | 72 Hours | All Times | MTA Parking Lot" |

2.2 Rescission of Section 132-37(B)

Section 132-37(B) of the Greenport Village Code is hereby rescinded and deleted and Section 132-37(B) is reserved for further use.

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 1 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4077 Trans Date: 01/09/2019 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 01/09/2019
 Description: TO FUND CAPITAL REPAIRS FOR THE SEWER DEPARTMENT

Account # Order: No
 Print Parent Account: No

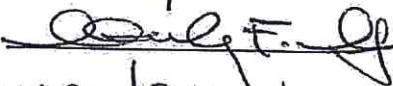
| Account No. | Account Description | Amount |
|----------------------|-------------------------------|-------------|
| G.8130.200 | PUMP STATION EQUIPMENT.. | 2,500.00 |
| G.8120.202 | MAJOR SEWER MAIN REPAIR.. | 200.00 |
| G.8130.202 | TRTMNT PLANT MISC EQUIPMENT.. | 1,350.00 |
| G.8120.401 | EQUIPMENT REPAIR.. | 2,595.00 |
| G.8130.202 | TRTMNT PLANT MISC EQUIPMENT.. | 1,015.00 |
| G.8110.700 | INTEREST ON LTD.. | -7,650.00 |
| Total Amount: | | 0.00 |

| | Per ½ day | Per Full Day | Nights Weekends Hourly Rate |
|--------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Laborer ¹ | ³⁰⁰ \$ <u>300</u> - | ⁶⁰⁰ \$ <u>600</u> - | \$ <u>50</u> - |
| Backhoe with operator | \$ <u>500</u> - | \$ <u>1,000.00</u> - | \$ <u>100</u> - |
| Bulldozer with operator | \$ <u>500</u> - | \$ <u>1,000.00</u> - | \$ <u>100</u> - |
| Dump Truck with operator | \$ <u>250</u> - | \$ <u>500</u> - | \$ <u>65</u> - |
| Materials and Disposals ² | | | \$ <u>25</u> % Above cost |

1. Please indicate number of laborers available 2
2. Invoices from suppliers are required before payment will be authorized.

Company Name: Stanley F. Skrezec
 Address: 50 Gull Pond Lane
Greenport, N.Y. 11944
 Phone No.: 631 477-1822

Authorized Signature: Please type or print name and title:

Name: Stanley F. Skrezec
 Signature: 
 Title: owner / operator
 Date: 1/7/2019



New York State Volunteer Firefighter Cancer Benefit Program Proposal for Coverage

Effective Date: January 1, 2019

Anniversary Date: January 1

Fire Entity Name: Village of Greenport

Insurer: Hartford Life and Accident Insurance Company

The NYS Volunteer Cancer Benefit Program offers two plans. One plan offers coverage for specific severe and less severe cancers listed in GML 205-CC. The second plan offers coverage for *all types* of severe and less severe forms of cancer.

There are two coverage components for both plans required by GML 205 - CC effective January 1, 2019:

- 1) Lump Sum Cancer Benefit and Death Benefit
- 2) Long-Term Disability

Estimated annual premiums are based on the Eligible Firefighter roster data provided by the fire entity or municipality.

Option 1: Basic Plan

| Component 1: Lump Sum Cancer Benefit and Death Benefit | |
|---|--|
| Monthly Rate per firefighter: | \$9.875 |
| Maximum Benefit per diagnosis: | \$6,250 (less severe forms of cancer) \$25,000 (severe forms of cancer) |
| Death Benefit per firefighter: | \$50,000 |
| Component 2: Long-Term Disability | |
| Monthly Rate per firefighter: | \$3.122 |
| Monthly Benefit per firefighter: | \$1,500 |

| | |
|--|-------------------|
| Option 1 Estimated Annual Premium for Firefighters: | \$2,027.48 |
|--|-------------------|

Option 2: Enhanced Plan

| Component 1: Lump Sum Cancer Benefit and Death Benefit | |
|---|--|
| Monthly Rate per firefighter: | \$12.951 |
| Maximum Benefit per diagnosis: | \$6,250 (less severe forms of cancer) \$25,000 (severe forms of cancer) |
| Death Benefit per firefighter: | \$50,000 |
| Component 2: Long-Term Disability | |
| Monthly Rate per firefighter: | \$3.635 |
| Monthly Benefit per firefighter: | \$1,500 |

| | |
|--|-------------------|
| Option 2 Estimated Annual Premium for Firefighters: | \$2,587.39 |
|--|-------------------|

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



New York State Volunteer Firefighter Cancer Benefit Program

APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in the NYS Volunteer Firefighter Cancer Benefit Program shall complete this Application and Participation Agreement in order to purchase firefighter cancer coverage fully insured by The Hartford under the NYSVFB Master Policy for Lump Sum Cancer Benefit, Long-Term Disability (Income Replacement) and Death Benefit. Once approved by The Program's Administrator, the Participating Fire Entity will receive a one-page Schedule of Benefits identifying the purchased coverage, and a link to the Policy for the purchased coverage, so it may make these available to Eligible Firefighters.

CERTIFICATION OF ELIGIBILITY

GML 205-CC places the obligation on the fire district, department or company to provide and maintain the coverage for its eligible firefighters. The certification of eligibility form is required to be submitted by the head of the fire district, department or company as it is that entity that will possess the required information related to the eligible interior firefighter.

Eligibility under GML 205-CC requires the firefighter have records of the following:

- 1) *five or more years of faithful and actual service in the protection of life and property from;*
- 2) *successfully passed a physical examination prior to the commencement of duties as an interior firefighter, which failed to reveal evidence of any Cancer, and*
- 3) *has submitted or is able to submit proof of five years of interior firefighting service by providing verification that he/she has passed at least five yearly certified mask fitting tests as set forth in 29 CFR 1910.134 or the current National Fire Protection Association Standards for Mask Fit Testing.*

This definition does not include any firefighter who is provided paid firefighter benefits under the New York State Volunteer Firefighter Enhanced Cancer Disability Benefits Act.

Desired Coverage Plan (See Attached Proposal for Estimated Annual Premiums)

- Basic Plan – Coverage for specific severe and less severe cancers listed in GML 205-CC
- Enhanced Plan – Coverage for all severe and less severe cancers, including lung cancer

The Authority Having Jurisdiction of the participating fire district, department or company certifies the roster submitted for quote herein for enhanced cancer disability benefits is supported by the required eligibility records and information as proscribed by GML 205-CC.

Authority Having Jurisdiction

Date

APPLICATION AND PARTICIPATION AGREEMENT

Participating Fire Entity is applying for and agreeing to purchase the Lump Sum Cancer Benefit, Long Term Disability (Income Replacement), and Death Benefit. (See Attached Proposal for Estimated Annual Premiums):

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Administrator. Coverage may be terminated in accordance with the terms of the Firefighter Cancer Policy or for Employer's failure to comply with the terms of this Agreement.

On behalf of the entity named below, I submit this Application and Participation Agreement and agree to its terms

Name of Entity

Signature

Date

Print Name

Title

Insurance Agents Name (if Representing the Entity in Securing Coverage under the Program)

- Agent Certifies He/She holds a current NYS Insurance Life and Health Insurance License
- Agent Certifies He/She holds at least \$1,000,000/\$3,000,000 in Errors and Omissions Coverage
-

APPROVED BY NYS VFB PROGRAM:

EFFECTIVE DATE OF COVERAGE:



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, DECEMBER 27, 2018 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, December 27, 2018; the Board adopted a

RESOLUTION determining that a joint venture with Manhattan Film Institute, to provide cinematic screenings, from December 28, 2018 through May 18, 2019 - free of charge - at the Greenport Multiplex Movie Theater is in the best interests of the Village of Greenport and the Village of Greenport residents, and further committing Village resources as approved by Village Management, as required and practicable, to the Manhattan Film Institute Film Program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Julia Robins, Trustee
SECONDER: George W. Hubbard Jr., Mayor
AYES: Mary Bess Phillips, Julia Robins, George W. Hubbard Jr.
ABSENT: Jack Martilotta, Douglas W. Roberts

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on December 27, 2018 and that the same is a true and correct transcript of said resolution of the whole thereof.

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

Dated: December 27, 2018


Sylvia Lazzari Pirillo, RMC
Village Clerk

January 22, 2019

SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this day of 2019 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and Vineyard View, LLC , a New York Limited Liability Company, with an office and principal place of business at 1000 University Avenue, Suite 500, Rochester, New York 14607, hereafter called the “Owner.”

WITNESSETH

WHEREAS, the Owner will construct a Project known as “Vineyard View” on the Owner’s property, of which it is contract vendee, located on the south side of County Road 48, which is more particularly described in Schedule “A” hereto annexed (the “Premises”) and said described property is for the construction of seven (7) buildings containing fifty (50) units for single family occupancy and one (1) community building (the “Project”); and

WHEREAS, said Owner represents that the Suffolk County Water Authority has agreed to furnish all of the water supply needs for the aforesaid Project; and

WHEREAS, said Owner, at its sole cost and expense, shall construct on its premises a complete sanitary sewage system (the “System”), including sewage mains, and sewage collection lift stations on portions of the property to be shown on an engineering report prepared for the Owner and furnished to the Village for approval by its engineer, provided that the Force Main will be made of a two inch (2”) diameter ductile iron pipe, for which plans and specifications may, with the prior approval of the Village, be amended from time to time during

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the course of construction; and

WHEREAS, Owner shall construct and install the complete System, which, with the approval of the Village, and at the cost of the Owner, shall be connected to the Greenport Village Municipal Sewer System (“Village System”); and

WHEREAS, Owner will secure final approval for said project from the Southold Town Planning Board and the Town of Southold; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health for a sewage collection system, however the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein it is mutually agreed as follows:

FIRST: The Owner agrees to install the System, at its own cost and expense, on the property described in Schedule “A”. The System shall include, but shall not be limited to, sewage mains and lift stations using two inch (2”) diameter ductile iron pipe for proper connection to the Village System and for the proper collection of sewage from the Project as outlined in the plans and specifications to be prepared for and by the Owner and submitted to the Village for the Village’s approval, which plans and specifications are attached as Exhibit “B” to this Agreement.

SECOND: All engineering and construction necessary for the installation of the System, as well as from the connection at the Owner’s property, across and along County Road 48, to the Village’s existing sewage main, located in Greenport, New York, shall be at the sole cost and expense of the Owner and it shall be the responsibility of the Owner to perform and construct same. The foregoing shall be referred to as the “Work”, which shall be designed and

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constructed by the Owner and/or the Owner's engineers and/or subcontractors. The Work shall be in accordance with the plans and specifications prepared by the Owner's engineers, to be approved by the Village's engineers in writing before the Owner commences the Work.

THIRD:

A. The Connection Fee to be paid by the Owner to the Village to permit the Project to connect to the Village System and the Village Sewage Treatment Plant shall be in the amount of five hundred and seventy thousand dollars (\$570,000) which amount shall specifically cover connection to the Village System and the Village Sewage Treatment Plant for wastewater collection and treatment service for a development consisting of fifty (50) units of single family occupancy only and one (1) community building, and for no other additions or improvements.

B. The Connection Fee shall be paid by Owner to the Village of Greenport as follows:

i. \$ 50,000 refundable deposit at signing, conditioned upon Vineyard View, LLC acquiring the Premises.

ii. \$ 235,000 additional payment upon Vineyard View acquiring the Premises.

iii. \$ 285,000 final payment prior to final connection of Vineyard View to the Greenport wastewater sewer system.

C. Upon the Village's receipt of final payment, Conifer shall be entitled to connect to the Village System.

FOURTH: The Village shall simultaneously herewith deliver a "will-serve" letter for sewer collection and treatment services in the form heretofore approved by the Suffolk County Department of Health.

FIFTH: The Village reserves the right to expand its sewer collection system via the

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installation of gravity mains at the termination of the force main installed by the Owner. The gravity mains, if installed by the Village, would be at the sole cost and expense of the Village.

SIXTH: The Owner shall perform a video inspection of the Village gravity main along the North Road, from the point of connection of the System to the Village System to the pump station located just off the North Road approximately three thousand five hundred feet (3,500') from the connection, and the Owner must confirm that the pump station is capable of handling the additional flow contemplated in this Agreement.

SEVENTH: All Work shall be inspected by the Village or the Village's designee, with full power of inspection hereunder. The Owner agrees to and shall grant access for purposes of inspection to the Work and all parts of the premises related to the Work. The Village shall have an authorized inspector at the site at such times as it reasonably deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested or prior permission has been obtained from the inspector. The Owner agrees to pay the Village's costs related to the inspection, which shall be based on a reasonable hourly charge to be submitted to the Owner periodically in advance of the inspections.

EIGHTH: The Owner shall retain ownership of the System and the Owner shall be responsible for the operation, maintenance, repair and replacement, at the Owner's sole cost and expense, of the entire System servicing the Project, and for the operation and maintenance of the pump station and the force mains downstream to the connection point of the Village's system.

NINTH:

A. Upon the completion of the Project, and the occupancy of any of the individual units constructed therein, or the community building, the Village shall charge the Owner the

January 22, 2019.

sewer rates consistent with similarly situated facilities.

B. The current monthly minimum per unit usage is 3,600 gallons, or 183,600 for the entire Project. The minimum monthly charge will be the current monthly minimum charge multiplied by the total number of units in the Project (currently \$63 per month per unit, or \$3,213). Any usage amount over the minimum for the entire Project shall be billed at the latest approved rate (currently \$20 per 1,000 gallons). These rates may be amended from time to time by the Village Board of Trustees.

TENTH: This Agreement contains the complete understanding and agreement of the parties for the construction and maintenance by the Owner of the System for the Project and for the connection of the System to the Village System and the Village Sanitary Sewage Treatment Plant. The Owner agrees that it will not make any claims against the Village on account of the installation and connection of the System.

ELEVENTH: This Agreement shall be recorded in the Office of the Suffolk County Clerk and shall run with the land, inuring to the benefit of the Parties, their successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

VILLAGE OF GREENPORT

By: _____
Hon. George W. Hubbard, Jr.

VINEYARD VIEW, LLC
[need signature block]

By: _____

