| 1 | VILLAGE OF GREENPORT COUNTY OF SUFFOLK STATE OF NEW YORK |
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| 2 |  |
| 3 | BOARD OF TRUSTEES |
| 4 | REGULAR SESSION |
| 5 |  |
| 6 |  |
| 7 |  |
| 8 | Third Street Firehouse Greenport, New York |
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| 10 | $\begin{aligned} & \text { Apri1 25, } 2019 \\ & 7: 00 \text { P.M. } \end{aligned}$ |
| 11 |  |
| 12 | B E F ORE: |
| 13 | GEORGE HUBBARD, JR. - MAYOR |
| 14 | JACK MARTILOTTA - DEPUTY MAYOR |
| 15 | PETER CLARKE - TRUSTEE |
| 16 | MARY BESS PHILLIPS - TRUSTEE |
| 17 | JULIA ROBINS - TRUSTEE |
| 18 |  |
| 19 |  |
| 20 | JOSEPH PROKOP - VILLAGE ATTORNEY |
| 21 | SYLVIA PIRILLO - VILLAGE CLERK |
| 22 | PAUL PALLAS - VILLAGE ADMINISTRATOR |
| 23 |  |
| 24 |  |
| 25 |  |

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(The meeting was called to order at 7:00 p.m.)
MAYOR HUBBARD: Okay. I'11 call the meeting to order. Pledge to the flag.
(A11 stood for the Pledge of Allegiance)
MAYOR HUBBARD: Please remain standing for a moment of silence for Gordon E. Baylis and Frances J. Borre11i.
(A11 remained standing for a moment of silence.)

MAYOR HUBBARD: Thank you. Okay. We've got quite a few announcements this evening. We've had some changes and everything going on, so I'11 go through that. And some of these announcements we'11 be voting on later on in the agenda, just so it's part of the -- the public knows where we're going with this.

Walter Foote has been appointed as Chair of the Planning Board.

Reed Kyrk has been appointed to the Planning Board, for a term to expire Apri1 5th, 2021.

Dolores Mei has been appointed to the Historic Preservation Commission, for a term to expire Apri1 4th, 2023.

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Karen Doherty has been appointed to the Historic Preservation Commission, for a term to expire on April 1st, 2024.

The Annual May Mile event will be held beginning at 10:00 a.m. on May 11th at Peconic Landing.

The Village is hosting the annual town-wide Memorial Day Parade, which is scheduled to kick off at 10 a.m. at Steamboat Corner on May 27th.

TRUSTEE PHILLIPS: 29th.
MAYOR HUBBARD: Also, we are doing the local Village parade at 8 o'clock from behind the Arcade down to the Railroad Dock with the Boy Scouts, Girl Scouts, and any community members that want to come show up to that. That's at 8 o'clock on May 27th.

Liquor License Applications: New application from La Capri Pizza, Incorporated at 135 Third Street.

Public Hearings: Wetlands Permit Application submitted by Wayne Turett and Jessica Leighton to dredge from the dock to the property at 746 Main Street has been postponed. They're still working on paperwork from I believe the DEC. They did not -- their permit had

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expired, so they have to get that renewed, and then that will be put on for a later date.

That's all the announcements and public hearings that we had. So public to address the Board on any topic, including the agenda or anything else. Is there anybody from the public who would like to address the Board? Just name and address for the record.

MR. SALADINO: John Saladino, Sixth Street.
Two things. One, there's a noticeable -- I want to thank the Board. There's a noticeable difference at -- at the MTA parking lot.

MAYOR HUBBARD: Uh-huh.
TRUSTEE PHILLIPS: Uh-huh.
MAYOR HUBBARD: Very noticeable.
TRUSTEE PHILLIPS: Very noticeable.
MR. SALADINO: Dramatic. And, you know, for the folks that didn't think it would matter, the empty spaces proves them wrong. So good job. Thank you.

The other thing I would ask is, is there something the Board could share? I was at the work session when there was a presentation by an outside concern and a former Village Official. It's Resolution 4-2019-34. Is there something you

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could share with us about that agreement?
MAYOR HUBBARD: Sure. Actually, I was just having a discussion with Trustee Phillips before the meeting started on the same topic.

Basically, there is no written contract at this point right now. The principals are trying to bid to win a contract. If they win the contract, we will be doing a contract written between the Village and the people that are going to do the geological surveys and everything else, and then that will be circulated amongst the Board Members and the public before we actually sign it.

What they need now is they needed a commitment to say that they had space that they could work out of Greenport. And then if they win the contract, we'11 do -- if they win the bid, we'11 do the contract. If they don't win the bid, there's no reason to go through and spend a lot of time and money writing up a full drawn contract, because it's not going to happen.

So that's basically why it's worded vaguely like that, just to say, yes, we are interested in the idea, but we'11 have to hammer out a -negotiate a deal if they win the bid. But they needed that to be able to move to the next step

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on it.
MR. SALADINO: Okay, good. Thank you. So if the corporation wins the contract and enters into negotiation with the Village, it will be for basically what's here, for 300 feet?

MAYOR HUBBARD: Yes.
MR. SALADINO: And up to four boats, I don't really care about that. And American flag, I'm kind of hoping that works.

The only -- the only thing I might question is fueling services may be permitted with specific restrictions. I kind of remember that fueling was always restricted at that - at the commercial dock, because there was never available spill response, and so I'm wondering why that might be entertained. It doesn't seem like best practice, unless, unless who's ever going to do the fueling, I assume Hands or somebody is going to do the fueling, provides spill response, you know, but --

MAYOR HUBBARD: Okay. Yeah, basically, I mean, originally, there were people in the Village that were selling fuel oil at the time when the code was written, so that the Village wasn't going to compete with people that were already in business doing that and take work away. There's

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nobody in the Village now that is actually selling fuel from their docks and everything else. All those tanks on the docks have all been removed and there's nobody actually selling that.

So the reason we might do that, if you notice, it's not technically per code, but some of the other boats that are down there, the trucks don't go out on the dock, but they'11 pull a hose out and they'11 fuel a boat up and let them go. So we need to change the code to modify that, so that a local vendor would be able to sell fuel here, instead of the boat stopping someplace else and somebody else getting the benefit of it. That's --

MR. SALADINO: I'm not opposed to a guy selling fuel, that's not -- that's not my concern. And I'm -- and I'm not concerned about a guy that stays on the hard with a truck and hauls a hose to the boat.

I'm not even concerned about the -- I don't think I'm concerned about the fuel truck actually going out on the dock. I think it's -- I'm concerned about -- about there's no available spil1 -- even in local marinas, they have -- they have provision for some kind of spill response,

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booms, nettings, Dawn.
If the Village Board intends to allow fueling on that dock, even on a limited basis, I would suggest that in the contract that you sign with anyone, that, that might be provided.

MAYOR HUBBARD: Sure.
MR. SALADINO: Because if you have to wait for someone to come, I don't know anybody except -- except Miller in Calverton that even does it. So, I mean, if you have to wait for someone to come to clean up -- and I don't expect a big spil1, I mean, but, you know, even if something happens, a hose breaks, a tank leaks --

MR. MILLER: I might be able to help with that question.

MAYOR HUBBARD: Okay. Well, that's --
MR. SALADINO: When I'm done, maybe --
MAYOR HUBBARD: Yeah.
MR. SALADINO: Maybe you could answer. So if the contractee would want to provide that, if he intends to fuel there, or if you can get an assurance from whoever might want to fuel there, that they would provide some kind of --

TRUSTEE PHILLIPS: Mayor, can I --
MAYOR HUBBARD: Uh-huh.

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TRUSTEE PHILLIPS: Can I just add to John's comment? There's two things. First of all, most of the tow companies, I believe, now, even for the recreational, carry some type of a -- oil spill covers, okay, to take with them, so that they can immediately deal with it.

MR. MILLER: That's correct.
TRUSTEE PHILLIPS: The other issue is that the boats that are at the Railroad Dock now have to carry water pollution insurance, which covers the Village. I know that that's an after effect, but at least it's some type of coverage, which is in -- that's part of the code, that they have to do that. We changed that a couple of years ago.

And the third thing is the actual fuel companies themselves, if we're going to do that, they need to provide us with liability and water pollution coverage as well. And I do know that at the ports that we fuel up at in Rhode Island and in New Bedford, we're required to have it stationed with a person at the fuel -- you know, they can't just -- a guy can't just put the hose into the fuel tank and leave, there actually has to be somebody stationed there the whole time. That's part of the code, so --

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MR. SALADINO: We11, my experience now with fueling boats is that the person that's running the fueling, the fuel dock, doesn't do the fueling, they don't want to --

TRUSTEE PHILLIPS: But, okay, that's not --
MR. SALADINO: They don't want to be --
TRUSTEE PHILLIPS: Those are the recreational boats, and that I can't answer. I'm only talking about the commercial guys, and I know what their requirements are. There's a different --

MR. SALADINO: Seventeen hundred gallons of diese1, whether it's in a recreational boat or a work boat --

TRUSTEE PHILLIPS: Because our code --
MR. SALADINO: -- is still 1700 gallons of diesel.

TRUSTEE PHILLIPS: I know. Our code's are different. Okay. Our requirements are different, that's all.

MR. SALADINO: I would just ask you to consider that.

TRUSTEE PHILLIPS: No, I was planning on it.
MAYOR HUBBARD: Yes, we will. And to make it a permanent thing, we would have to change the

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code to do that, because it is written in the code. So we would have a public hearing on that to change the code to allow fueling down there.

MR. SALADINO: Thank you.
MAYOR HUBBARD: A11 right. You're welcome. Did you want respond, or it's covered?

MR. MILLER: Yeah, I could say it right on --

MAYOR HUBBARD: Okay.
MR. MILLER: Jimmy Miller from Miller Marine Services.

Mary Bess hit it right on the head.
Those -- the commercial vessels have to have a written spill response plan as part of their Coast Guard certification, and they also have to have a spill response container on every one of the work boats, filled with some sweep and absorbants, and a whole plan.

And as far as refueling, they have to have a Coast Guard certified refueling plan. And Mary Bess is exactly right, it involves somebody at the stop switch, somebody at the nozzle, somebody to communicate. There's a whole series that each individual vessel has to write for their specific refueling plan and for a vessel response

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plan. But she pretty much hit it right on the head.

MAYOR HUBBARD: Okay.
MR. MILLER: I hope that answers some of it.
MAYOR HUBBARD: Okay.
TRUSTEE PHILLIPS: Yeah, I did learn from my husband.

MS. HAMMES: Patricia Hammes, 603 Main Street, Greenport.

Just to follow up on this, I guess one question $I$ had, based on what you all just said, is, is the idea that we're going to -- you're going to hold the space for some period of time while they're pursuing the bid? It's just the way the resolution is worded, it talks about signing an agreement, and I didn't know if the idea was that you're signing a letter of intent, or -because, presumably, when they go to bid, they're going to need to know that they've got a backstop on whatever their plans are.

MAYOR HUBBARD: Okay. Actually, there's -we're not holding any space, because the space that's down there right now is empty.

MS. HAMMES: Right. But if somebody came to you tomorrow with another proposal, I guess, is my

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question.
MAYOR HUBBARD: We would definitely entertain the thought of that also. This is really just saying -- the people involved in it didn't know if the Village Board would be interested at all or not. So $I$ just wanted to get a consensus of the Board.

MS. HAMMES: It's really like -- it's really like to show that we have -- we have an interest in this.

MAYOR HUBBARD: Yes.
MS. HAMMES: Okay. Well, having said all that, this is something that I would -- I would like to say that I would be supportive of. I mean, there's a lot of talk in the Village about, you know, the waterfront area and waterfront activities. I'm a big believer, as I understand that this is for an off-shore wind project, I'm a big believer and supporter of renewable energy. I know that off-shore wind can be very controversial. I have dealt with it in my prior career. But my experience has been that those projects, before they get off the ground, are very thoroughly vetted across the board environmentally and everything.

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And so to me, this seems to me like it would be a great thing for the Village to use empty space in a, you know, waterfront commercial area for something that is waterfront related. So I would just say that based on what I've heard about it and I understand, I think it seems like it would be a great thing.

MAYOR HUBBARD: Okay. Thank you. Anybody else wish to address the Board?
(No Response)
MAYOR HUBBARD: Okay. We'll move on to the regular agenda.

I'11 offer RESOLUTION \#04-2019-1, RESOLUTION adopting the April, 2019 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
trustee clarke: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

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Trustee Clarke.
TRUSTEE CLARKE: RESOLUTION \#04-2019-2, Accepting the monthly reports of the Greenport

Fire Department, the Village Administrator,
Village Treasurer, Village Clerk, Village
Attorney, Mayor and Board of Trustees. So moved.
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-3, RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator in the amount of $\$ 1,112.50$ to be used to set up the required cash drawer/banks for the Village of Greenport Mitchell Park Marina. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?

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TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-4, RESOLUTION ratifying the hiring of Anna Coria as a part-time, seasonal Carousel employee/Camp Counselor, at an hourly rate of $\$ 12.00$ per hour, effective April 7th, 2019. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-5, RESOLUTION hiring Marianne Schott as a part-time,

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seasonal Camp Counselor, at an hourly wage rate of $\$ 12.00$ per hour, effective May 1st, 2019. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-6, Hiring Grace Dinizio as a part-time, seasonal Carousel Employee, at an hourly wage rate of $\$ 12.00$ per hour, effective May 1st, 2019. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

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Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-7, RESOLUTION authorizing Village of Greenport staff members to work with various outside entities towards the goal of obtaining a grant, grants, from outside agencies to fund the expansion of the Village of Greenport Municipal Sewer System to the Sandy Beach area. So moved.
trustee martilotta: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-8, RESOLUTION authorizing Mayor Hubbard to sign the attached Designation of Certifying Officer and Environmental Responsibility Certification required by HUD for the use of CDBG funding for

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specified Village projects, and further authorizing Mayor Hubbard and/or Village Administrator Pallas to sign any and all corresponding required paperwork for the use of CDBG funding for specified Village projects. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: Al1 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-9, RESOLUTION authorizing the solicitation of bids for the replacement of the cylinder heads for the engine generator units at the Village of Greenport Power Plant, and directing Clerk Pirillo to notice the solicitation of bids accordingly. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.

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TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-10, Hiring the following as seasonal, part-time Marina Office/Dockhand emp1oyees at Mitchel 1 Park Marina, at an hourly wage rate of $\$ 12$ per hour, effective May 15th, 2019: Charlie Hase1, Jake Catalano, and William Cosby. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-11, RESOLUTION re-hiring Sophie Jacobs as a seasonal,

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part-time Marina Office/Dockhand employee at the Mitchel 1 Park Marina, at an hourly wage rate of $\$ 13$ per hour, effective May 15th, 2019. So moved. TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-12, RESOLUTION approving the attached agreement between Harry Munroe and the Village of Greenport for contractor services to be rendered at the Village of Greenport McCann Campground, and authorizing Mayor Hubbard to sign the agreement between Harry Munroe and the Village of Greenport. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.

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TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-13, RESOLUTION approving an increase in the hourly wage rate for Gregory Morris, from $\$ 22.89$ to $\$ 24.50$ per hour, effective May 1st, 2019 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause of the Collective bargaining agreement currently in force between the Village of Greenport and Civil Service -- CSEA Local 1000. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?

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(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-14, RESOLUTION adopting the Fiscal Year 2019/2020
Tentative Budget as proposed. So moved.
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-15, RESOLUTION approving the agreement between Munistat Services Inc. and the Village of Greenport with respect to the Annual Information Statement as required by the U.S. Securities and Exchange Commission, at a cost of $\$ 3,500.00$, to be expensed proportionately from the General, Water, Electric and Sewer funds; and further authorizing Mayor Hubbard to sign the agreement with Munistat on behalf of the Village of Greenport. So moved.

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TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-16, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment \#4091, to appropriate reserves to fund the purchase of a cooling unit for the BNR Control Panel Enclosure at the Wastewater Treatment Plant, and directing that Budget Amendment \#4091 be included as part of the formal meeting minutes for the April 25th, 2019 regular meeting of the Board of Trustees. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.

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TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-7
(sic) (17), RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment \#4092, to appropriate reserves to fund the purchase of a rotational nozzle for the Wastewater Treatment Plant, and directing that Budget Amendment \#4092 be included as part of the formal minute -meeting minutes of the April 25th, 2019 regular meeting of the Board of Trustees. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-18,

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

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-19, RESOLUTION approving the attendance of any interested: Board of Trustees member, Village Manager, Village staff member, Zoning Board of Appeals member and/or Planning Board member at the SCVOA-sponsored Municipal Training Workshop, from 5:30 p.m. through 9:30 p.m. on May 15th, 2019 in Riverhead, New York; with all applicable mileage reimbursements, in accordance with the

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Village of Greenport Travel Policy, to be expensed from the corresponding account numbers. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-20, RESOLUTION modifying Resolution \#06-2015-21 approved at the June 25th, 2015 Regular Meeting of the Board of Trustees to read as follows (deleting the words "stenography and").

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

TRUSTEE PHILLIPS: Second.

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MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-21,
RESOLUTION approving the Public Assembly Permit
Application as submitted by the Hellenic American Taxpayers and Civic Association of Southold Township ("HATCAST") to use a portion of Mitchell Park from 5:30 p.m. through 9:30 p.m. on August 31st, 2019 for the annual Greek music and dance festival. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?

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(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-22, RESOLUTION approving the Public Assembly Permit Application submitted by Charles Ritchie on behalf of the Fireboat Firefighter Museum for the use of a portion of Mitchell Park from 9:00 a.m. through 4:00 p.m. on August 24th, 2019; for an antique fire apparatus muster, with the application fee for this Village co-sponsored event to be waived, and with approval contingent upon the receipt by the Village of the additional event insurance obtained by the Fireboat Firefighter Museum. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-23,

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RESOLUTION approving the Pub1ic Assemb1y Permit Application submitted by the Southold Town Police Department and Paul Drum Life Experience Project for the use of a portion of Mitchell Park from 10:00 a.m. through 12:00 noon on August 14th, 2019; for a Children's Fun Fest, with the application fee for this event to be waived. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-24, RESOLUTION authorizing the use of a portion of the Fifth Street Beach/Park beginning at dusk on July 12th, 2019 for a Family Film evening sponsored by the Southold Town Recreation Department, and authorizing the use of a portion of Mitchel 1 Park beginning at dusk on August 1st,

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2019 for a Family Film evening sponsored by the Southold Town Recreation Department. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: Al1 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2019-25, RESOLUTION approving the execution of an Agreement between the Village of Greenport and Gurwin Home Care Agency, for the use of the 01d School House, for the purpose of holding home health aide training classes, at no cost to the attendees. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.

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MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-26, Accepting the resignation of Mary Given as the Chairperson of the Village of Greenport Planning Board, and also as a Member of the Village of Greenport Planning Board, effective April 11th, 2019. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-27, RESOLUTION approving the appointment of Walter Foote as the Chairperson of the Village of Greenport Planning Board, for a term of one year -- one year. So moved.

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TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-28, RESOLUTION approving the appointment of Reed Kyrk as a Member of the Village of Greenport Planning Board, to fill the unexpired term of Mary Given, with the term expiring April 5th, 2021. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

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TRUSTEE PHILLIPS: RESOLUTION \#04-2019-29, RESOLUTION approving the appointment of Dolores Mei as a Member of the Village of Greenport Historic Preservation Commission, to fill the unexpired term of Caroline Waloski, with the term expiring on April 4th, 2023. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION \#04-2019-30, Approving the appointment of Karen Doherty as a Member of the Village of Greenport Historic Preservation Commission, for a term to expire on Apri 1 1, 2024. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.

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TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-32, Resolution authorizing Village Administrator --

TRUSTEE CLARKE: 31.
TRUSTEE ROBINS: Oh. Oh, I jumped. Excuse me, I'm sorry.
(RESOLUTION \#04-2019-31) RESOLUTION
appointing Lily Dougherty-Johnson to the Village of Greenport Tree Committee, for a term of one (1) year. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

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TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-32, RESOLUTION authorizing Village Administrator Pallas to enter a payment agreement with Michele Buckley for the payment of a debt owed to the Village of Greenport, with the payment agreement to be in writing, signed by both parties, and filed with the Southold Town Justice Court. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
tRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION
\#04-29(sic)(2019)-33, RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Peconic Landing at Southold, Inc., and further authorizing Mayor Hubbard to sign the Agreement between the Village of Greenport and Peconic Landing at Southold, Inc.

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So moved.
TRUSTEE CLARKE: Second.
MAYOR HUBBARD: Just a question. Are we all clear with that? There was emails around today about that.

MR. PROKOP: So we received an email this -this afternoon we received an email from Peconic Landing, and there's a consideration provision in the agreement that requires for consideration to be paid at a certain time of the approval process for the new units.

And there -- the counterproposal that they just gave us this afternoon is to pay the same amount that we proposed, but to pay it when a Certificate of Occupancy is issued.

We responded that we thought that of the -with a counterproposal to that and we have not heard anything back. So the consideration would be the same, but there would be a slight timing difference as to when the consideration is paid.

MAYOR HUBBARD: A11 right. So you're stil1 working on the contract, so we really can't vote on this as is. Yes.

MR. PROKOP: Right, we didn't -- as of 7 o'clock tonight, we hadn't heard back from

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them, no.
TRUSTEE PHILLIPS: So do you want me to -MAYOR HUBBARD: Okay.

TRUSTEE PHILLIPS: -- amend it to table?
MAYOR HUBBARD: Yes, please.
TRUSTEE PHILLIPS: Okay. I would like to amend Resolution \#04-2019-33, to be amended to table the resolution until further information has been confirmed.

MR. PROKOP: Please.
TRUSTEE PHILLIPS: So moved.
TRUSTEE CLARKE: Second.
MAYOR HUBBARD: Okay. A11 in favor of the amendment?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
So we amended it, but we don't have to vote again on it, right, we just tabled it, correct?

MR. PROKOP: It's tabled.

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CLERK PIRILLO: (Nodded yes)
MAYOR HUBBARD: It's just tabled, okay. So that one, that is tabled, and we will get back to them, and they will finish working out the contract language. Okay.

TRUSTEE CLARKE: RESOLUTION \#04-2019-34, Authorizing Mayor Hubbard to sign an Agreement with Fugro, to provide up to 300 feet of dockage space at the Village of Greenport Railroad Dock, within the following parameters:

Up to four boats shall be docked at any one time,

Any/a11 (docked) vesse1(s) must be under an American Flag,

And Fueling services may be permitted with certain specified restrictions. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: Is there any other discussion on this motion?

TRUSTEE PHILLIPS: No, other than you already explained, Mayor, that this is for the beginning stages for the company to apply for a bid.

MAYOR HUBBARD: Correct.
TRUSTEE PHILLIPS: So I think that's -- I

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don't know if that really needs to be in here or not. I think it's pretty self-explanatory, yes. MAYOR HUBBARD: Yeah. I mean, I think it just says that, you know, we're going to negotiate, we're going to try to do that. Any contract, before it gets signed by me, will be going before all Board Members, reviewed by the Village Attorney and the Village Administrator, and then, at that point, if anybody has any other questions and are uncomfortable with anything, we would discuss that before $I$ actually sign it. TRUSTEE PHILLIPS: Okay.

MAYOR HUBBARD: It was -- this really was just, as I said before, just to move it forward, so they could try to win the bid, and, hopefully, we can move some vessels into Greenport and, you know, do some future projects.

TRUSTEE PHILLIPS: Okay. All right. As I said, the word "bid" makes me more comfortable than it originally was.

MAYOR HUBBARD: Okay.
TRUSTEE PHILLIPS: As our earlier discussion.

MAYOR HUBBARD: Yes. It's not something that they're going to hand me a contract, I'm

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going to sign it, nobody's else it going to see it. There'll be full disclosure between the Village Attorney, would approve it first, and all Board Members would see it before I signed it, okay?

TRUSTEE PHILLIPS: Okay.
MAYOR HUBBARD: Any other discussion?
(No Response)
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
trustee clarke: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2019-35, RESOLUTION authorizing Village Attorney Prokop to make an application to the Southold Town Justice Court for a search warrant, for a property that has been determined by the Code Enforcement Official to be unsafe. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?

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TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2019-36, RESOLUTION approving all checks per the Voucher Summary Report dated Apri1 18th, 2019, in the amount of $\$ 450,000-$ - $\$ 450,501.26$ consisting of:
o A11 regular checks in the amount of \$420,784.23, and
o All prepaid checks (including wire transfers) in the amount of \$29,717.03. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)

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MAYOR HUBBARD: Motion carried.
Okay. That concludes our regular agenda. I just want to say a thank you to people that have served on our Boards that have recently gotten off. And also the community response for people that stepped up to fill positions on vacant Boards that we had.

Sometimes we can go six months, a year trying to fill Board spots. I just want to thank everybody in the community that stepped up in two weeks notice, and we filled all-- all our Boards are completely filled now, and I'd really just -it's a testament to the good people that live in the Village that really want to get involved in government, and we appreciate them stepping up and doing that. The whole Board appreciates it, and I'm sure the community will. And the first couple of meetings that have happened seems like a really good response, and everybody really is interested, and I just want to say thank you to everyone.

TRUSTEE ROBINS: I'11 second that.
MAYOR HUBBARD: All right. No further business, I'11 offer a motion to adjourn at 7:34.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?

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TRUSTEE MARTILOTTA: Aye. TRUSTEE CLARKE: Aye. TRUSTEE PHILLIPS: Aye. TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. Thank you for coming.
(The meeting was adjourned at 7:34 p.m.)

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C E R T I F I C A T I O N

STATE OF NEW YORK )
) SS :
COUNTY OF SUFFOLK )

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on April 25, 2019.

I further certify that $I$ am not related to any of the parties to this action by blood or marriage, and that $I$ am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2019.


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| \# | \$ |  |  | aide [1] - 31:17 <br> Allegiance ${ }_{[1]}$ - 2:5 <br> allow [2] - 8:2, 11:3 <br> allowing [1]-26:1 <br> amend ${ }_{[2]}$ - $38: 4,38: 7$ <br> amended [2]-38:7, <br> 38:23 <br> Amendment [4] - <br> 24:13, 24:17, 25:8, <br> 25:11 <br> amendment ${ }_{[1]}$ - <br> 38:14 <br> American [3] - 6:8, 28:12, 39:14 <br> amount [6] - 15:20, <br> 26:3, 37:14, 42:12, <br> 42:13, 42:16 <br> and") [1]-27:17 <br> Anna [1] - 16:10 <br> announcements [3] - <br> 2:12, 2:14, 4:3 <br> Annual [2]-3:4, 23:19 <br> annual [2] - 3:7, 28:16 <br> answer $[2]-8: 19,10: 8$ <br> answers [1] - 12:4 <br> antique [1]-29:8 <br> Any/all [1] - 39:13 <br> any/all [1] - 26:1 <br> apparatus [1] - 29:9 <br> Appeals [1]-26:21 <br> applicable [1]-26:24 <br> applicants [1] - 27:19 <br> application $[4]-3: 18$, <br> 29:9, 30:7, 41:20 <br> Application [4]-3:21, $28: 12,29: 5,30: 2$ <br> Applications [1] 3:17 <br> apply [1] - 39:22 <br> appointed [4]-2:18, $2: 20,2: 22,3: 1$ <br> appointing [1] - 35:13 <br> appointment $[4]$ - <br> 32:22, 33:12, 34:2, <br> 34:18 <br> appreciate ${ }_{[1]}-43: 15$ <br> appreciates [1] - <br> 43:16 <br> appropriate [2] - <br> 24:13, 25:9 <br> approval [2]-29:11, 37:10 <br> approve ${ }_{[1]}$ - 41:3 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3-2019-18 [1] - 26:6 | \$1,112.50 ${ }_{[1]}$ - 15:20 |  |  |  |  |  |  |  |  |  |
| \#04-2019-10 [1]-20:8 | \$12 [1]-20:11 |  |  |  |  |  |  |  |  |  |
| \#04-2019-11 [1] - 20:24 | \$12.00 $[3]-16: 12$, $17: 2,17: 17$ |  |  |  |  |  |  |  |  |  |
| \#04-2019 | \$13 [1]-21 |  |  |  |  |  |  |  |  |  |
| 21:14 | \$180,305.00 [1] - 26:4 |  |  |  |  |  |  |  |  |  |
| \#04-2019-13 [1]-22:7 | \$22.89 [1] - 22:9 |  |  |  |  |  |  |  |  |  |
| \#04-2019-14 [1] - 23:3 | \$24.50 [1]-22:10 |  |  |  |  |  |  |  |  |  |
| \#04-2019-15 [1] - | \$29,717.03 [1] - 42:16 |  |  |  |  |  |  |  |  |  |
| 23:16 | \$3,500.00 [1]-23:21 |  |  |  |  |  |  |  |  |  |
| \#04-2019-16 | \$420,784.23 [1] |  |  |  |  |  |  |  |  |  |
| 24:11 | 42 |  |  |  |  |  |  |  |  |  |
| \#04-2019-18 | \$450,000 [1] - 42:12 |  |  |  |  |  |  |  |  |  |
| 25:25 | \$450,501.26 |  |  |  |  |  |  |  |  |  |
| \#04-2019-19 | 42:12 |  |  |  |  |  |  |  |  |  |
| 26:17 |  |  |  |  |  |  |  |  |  |  |
| \#04-2019 | 0 |  |  |  |  |  |  |  |  |  |
| 27:13 |  |  |  |  |  |  |  |  |  |  |
| \#04-2019- | 04-2019-1 [1] - 14:13 |  |  |  |  |  |  |  |  |  |
| 28:10 | 04-2019-2 [1] - 15:2 |  |  |  |  |  |  |  |  |  |
| \#04-2019-22 [1] - 29:3 | 04-2019-3 [1] - 15:17 |  |  |  |  |  |  |  |  |  |
| \#04-2019-23 [1] - | 04-2019-4 [1] - 16:9 |  |  |  |  |  |  |  |  |  |
| 29:25 | 04-2019-5 [1] - 16:24 |  |  |  |  |  |  |  |  |  |
| \#04-2019-24 [1] - | 04-2019-6 [1] - 17:14 |  |  |  |  |  |  |  |  |  |
| 30:19 | 04-2019-7 [2] - 18:4, |  |  |  |  |  |  |  |  |  |
| \#04-2019-25 | 25:6 |  |  |  |  |  |  |  |  |  |
| 31:13 | 04-2019-8 [1] - 18:21 |  |  |  |  |  |  |  |  |  |
| \#04-2019-26 [1] - 32:5 | 04-2019-9 [1] - 19:17 |  |  |  |  |  |  |  |  |  |
| \#04-2019-27 [1] - |  |  |  |  |  |  |  |  |  |  |
| 32:21 | 1 |  |  |  |  |  |  |  |  |  |
| \#04-2011 | 1 [2]-34:21, |  |  |  |  |  |  |  |  |  |
| \#04-2019-29 [1] - 34:1 | $10[1]-3: 9$ 1000 |  |  |  |  |  |  |  |  |  |
| \#04-2019-30 [1] - | 1000[1]-22:17 |  |  |  |  |  |  |  |  |  |
| 34:17 | 10:00[2]-3:5, 30:5 |  |  |  |  |  |  |  |  |  |
| \#04-2019-31 | 11th [2] - 3:5, 32:9 12:00 [1] - 30:5 |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \# 04-2019-32[2]-35: 7, \\ & 36: 1 \end{aligned}$ | $\begin{aligned} & \text { 12th }{ }_{[1]}-30: 22 \\ & \mathbf{1 3 5}_{[1]}-3: 19 \end{aligned}$ |  |  |  |  |  |  |  |  |  |
| \#04-2019-33 [1] - 38:7 | 14th [1] - 30:5 |  |  |  |  |  |  |  |  |  |
| \#04-2019-34[1] - 39:6 | 15th [3]-20:12, 21:3, |  |  |  |  |  |  |  |  |  |
| \#04-2019-35 [1] - | $26: 23$ 17 |  |  |  |  |  |  |  |  |  |
| 41:18 | 17 $1700-25: 7$ [1] - 10:16 |  |  |  |  |  |  |  |  |  |
| \#04-29(sic)(2019)-33 | 18th [1] - 42:11 |  |  |  |  |  |  |  |  |  |
| [1]-36:20 \#06-2015-21 [1] | $\begin{aligned} & \text { 1st }[5]-3: 3,17: 2, \\ & \text { 17:17, 22:10, } 30: 25 \end{aligned}$ |  |  |  |  |  |  |  |  |  |
| 27:14 |  |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & \text { \#4091 [2] - 24:13, } \\ & 24: 17 \end{aligned}$ | 2 |  |  |  |  |  |  |  |  |  |
| \#4092 [2] - 25:8, 25:11 | 2015 [1] - 27:15 |  |  |  |  |  |  |  |  |  |

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## DESIGNATION OF CERTIFYING OFFICER AND ENVIRONMENTAL RESPONSIBILITY CERTIFICATION

## (Date)

(Name of OCR Community/Economic Developer)
Office of Community Renewal
Hampton Plaza
38-40 State Street, $4^{\text {th }}$ Floor
Albany, New York 12207
RE: CDBG Project Number: $\qquad$
Dear $\qquad$ :

I,


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

Sincerely,

Signature of Chief Elected Official

Typed Name and Title

## NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## Certification Form

Applicant (County, City, Town, Village): Village of Greenport
CDBG Application Number: ${ }^{480 H R 34-03}$
This form must be completed and uploaded as an attachment to the CDBG Application. The original MUST BE RETAINED BY THE APPLICANT, DO NOT MAIL THIS TO THE OCR.

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

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:
a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
b. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
d. The grant will be conducted and administered in compliance with:

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

1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the

## NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Act to comply with the requirements of subparagraph (1) above;
h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;
i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
k. It has adopted and is enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
I. To the best of its knowledge and belief:
3) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
5) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
6) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $\$ 10,000$ and not more than $\$ 100,000$ for each such failure.
m . It will or will continue to provide a drug-free workplace by:
7) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
8) Establishing an ongoing drug-free awareness program to inform employees about:
i. The dangers of drug abuse in the workplace;
ii. The Applicant's policy of maintaining a drug-free workplace;

## NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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

Fifth Street Park, Fifth Street, Greenport, N.Y. 11944
9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.
10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).
11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall

## NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

AUTHORIZED SIGNATURE FORM FOR REQUEST FOR FUNDS

| Recipient Name | VILLAGE OF GREENPORT |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CDBG Project \# | 480HR34-03 |  |  |  |  |
| Contact Person | ROBERT BRANDT |  |  | Title | VILLAGE TREASURER |
| Phone | (631) 477-0248 | e-mail | robertbrandt@greenportvilage.org |  |  |
| New Submission | Yes $\quad$ Nor | Updated | $\square$ | Date of initial submission |  |

Request for Funds requires two signatures
All signatures are required to be municipal employees, non-municipal employees cannot be authorized to sign Request for Funds
Persons Authorized to Sign Request for Funds Forms 1-4, 1-5 and 1-6 cannot also sign any check related to the disbursement of NYS CDBG funds

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

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

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

| Signature of Chief Elected Official | Date <br> (must be at least one day later than above dates) |
| :--- | :--- |
| George W. Hubbard Jr. |  |
| Name |  |

## CONTRACT FOR VENDOR SERVICES

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

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

1. The Contractor shall perform all services required to be performed and completed as outlined (the "Contract Work") in the March 7, 2015 Request for Proposals (the "RFP") and the Contractor's proposal (together with the RFP the ("Contract Documents") as follows:
A. Beginning on or about March 1, 2019, prepare Park for opening on May 1, 2019, and closing on October 31, 2019, and complete clean-up at closing, including verifying that electricity and water are turned on at opening, bathroom facilities are cleaned and prepared, and general clean up are performed, and that all services are turned off and trailers are removed by the closing of the Park on October 31, 2019.
B. Collect all rents and fees when due and deliver rental fees to the Village offices on a daily basis, and work in conjunction with Village staff to assure accurate and timely accounting.
C. Ensure that all parties for seasonal rentals execute rental agreements, provide identification and vehicle registration, and abide by campground rules and regulations, and leave in a timely and orderly manner at the end of their stay, and assist Village staff with the offseason registration process.
D. Maintain the park grounds, including cleaning up and refuse left behind by campers, weed-whacking, mowing grass \& overgrowth where riding Village lawnmowers cannot clear, checking all plumbing and electrical systems to ensure proper functioning, perform periodic Fall and Spring cleanups.
E. Bathrooms will be checked and cleaned daily, re-stocked when necessary, and thoroughly cleaned weekly.
F. Act as point of contact for all campers, handle camper inquiries and concerns, as needed, and resolve conflicts when required.
G. Flexible on-site hours, with phone availability hours more regulated. Minimum of 15 hours on-site over five days per calendar week, including at least one weekend day.
H. Additional duties related to the above that may reasonably be requested by the Village.
2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay the Contractor the amount of $\$ 19$ per hour for service time provided with services to be provided at a minimum of 15 hours per week of the Contract period, and the Village will also provide a space for the Contractor's personal camper, at no charge to the Contractor, for the duration of time of the Contract.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor on a semiweekly basis, on the basis of invoices to be prepared and submitted by the Contractor.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.
8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

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

VILLAGE OF GREENPORT
BY $\overline{\text { Hon. George W. Hubbard, Jr., Mayor }}$

CONTRACTOR
BY $\qquad$
(SEAL)

## ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF_ )
COUNTY OF $\qquad$
On this $\qquad$ day of $\qquad$ , 20 $\qquad$ , before me personally appeared to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.
(SEAL)

## Notary Public

## ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK
On this $\qquad$ day of $\qquad$ , 20 $\qquad$ , before me personally came to me known to be the the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.
(SEAL)
Notary Public

## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, March 22, 2019 (the "Effective Date") between the Village of Greenport, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

## RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in Appendix A ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

## AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services, as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in Appendix B.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided in Sections 1, 2, 4, 6 and 7.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.
5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration \#867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration \#K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/ companysearch.html and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C. In this regard, Village hereby authorizes the Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.
[Signature page follows]

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

## VILLAGE OF GREENPORT

By: $\qquad$
Name: $\qquad$
Title: $\qquad$

MUNISTAT SERVICES, INC.


Name: $\qquad$
Title: Chief Executive Officer

## APPENDIX A

## SERVICES

## FOR THE SEC FILING REQUIREMENT

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

## APPENDIX B

## FEE SCHEDULE

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

## APPENDIX C

## DISCLOSURE OF CONFLICTS OF INTEREST

## FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

## CONTINGENT COMPENSATION

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

## OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

## VILLAGE OF GREENPORT

## Budget Adjustment Form



## VILLAGE OF GREENPORT

## Budget Adjustment Form



## VILLAGE OF GREENPORT

 BOARD OF TRUSTEESREGULAR MEETING

THURSDAY, JUNE 25, 2015 AT 7:00 PM RESOLUTION OF THE BOARD OF TRUSTEES

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

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

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

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

## STATE OF NEW YORK COUNTY OF SUFFOLK ss:

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

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

Dated: June 25, 2015

Sylvia Lazzari Pirillo, RMC
Village Clerk

## AGREEMENT

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

1. The Village of Greenport agrees to allow Gurwin to use the Schoolhouse for home health aide training and evaluation classes during the dates and times of the term of this Agreement that are indicated on the attached schedule. There shall be no other use of the Schoolhouse by Gurwin or CAST and no other person or party using the Schoolhouse during these dates and times.
2. The Schoolhouse will be used by Gurwin for the training and evaluation of home health aides only.
3. Gurwin shall work with CAST to provide employment opportunities for members of the Greenport community.
4. A use fee of $\$ 25$ per use will be paid to the Village by Gurwin at the conclusion of each training session.
5. Gurwin is responsible for the cleaning including removal of all trash and garbage after each use and Gurwin shall restore the Schoolhouse to a clean condition at the conclusion of each use. Gurwin shall be responsible for the cost of damage to the Schoolhouse or its interior and for the any additional cleaning cost incurred by the Village due to Gurwin's failure to restore the Schoolhouse to a clean condition.
6. The Village may terminate the Agreement after five (5) days written notice to Gurwin that Gurwin is in breach or default of the Agreement whereupon the Agreement and the Village and Gurwin's obligations shall cease except that Gurwin shall be liable to the Village and shall indemnify the Village for any losses or costs and expenses incurred by the Village due to Gurwin's breach or default.
7. Gurwin shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000 Automobile Liability and General Liability Insurance
each occurrence $\$ 1,000,000$ aggregate $\$ 2,000,000$
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000
to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Gurwin shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.
8. Gurwin shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the actions, negligent acts, errors, failure to act, or omissions of Gurwin, its officers, employees, agents, or representatives under this Agreement.
9. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. .
10. Gurwin shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Project or any interest in this Agreement without the prior written approval of Village.
11. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| TO VILLAGE: | Sylvia Lazzari Pirillo <br> Village Clerk <br> Village of Greenport <br>  <br> 236 Third Street <br> Greenport, New York 11944 |
| :--- | :--- |
| TO Gurwin: | Gurwin Certified Home Health Agency <br>  <br>  <br>  <br>  <br>  <br>  Commack, NY 11725 |

12. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
14. This Agreement and the Plans represent the entire agreement between Village and Gurwin and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

In Witness Whereof, this Agreement has been executed by the Village and Gurwin effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: $\qquad$

## GURWIN CERTIFIED HOME HEALTH AGENCY

By: $\qquad$

## ACKNOWLEDGEMENT OF GERWIN CERTIFIED HOME HEALTH AGENCY



On this $\qquad$ day of $\qquad$ 20 $\qquad$ , before me personally came to me known, who, being by me duly sworn did depose and say that he resides at $\qquad$ of $\qquad$ that he is the
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.
(SEAL)
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK
On this $\qquad$ day of $\qquad$ , 20 $\qquad$ , before me personally came
to me known to be the the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.
(SEAL)

# SECOND AMENDMENT 

## TO

## SANITARY SEWAGE AGREEMENT

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

## W I T N E S S E T H:

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

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

WHEREAS Peconic Landing now desires to convert one of the units (Unit 107) to a duplex unit (one unit being converted to two units within the same building) with the possibility of converting an additional nine (9) units to duplex units for a total of ten (10) units that are converted to duplex units (total of ten existing units being converted to twenty (20) units after
conversion); and
WHEREAS Peconic Landing at its sole cost and expense, shall construct on the Premises whatever alterations to the sewage main and collection extension system (the "System") are required to accommodate the conversion of the units and waste collection of the new units; and

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

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

1. That Peconic Landing may convert unit number 107 to a duplex unit, and may also convert up to nine (9) additional units to duplex units, and Peconic Landing, at its sole cost and expense, agrees to install any changes to the System that are required because of this contemplated conversion.
2. All planning and construction costs of the System including but not limited to the engineering, planning, surveying, construction, materials, connection, and other costs shall be paid by and be the responsibility of Peconic Landing.
3. Peconic Landing shall pay a fee to the Village to connect the new converted units to the municipal sewer treatment system in the amount of seven thousand five hundred dollars $(\$ 7,500)$, for each unit that is converted and subdivided, with the first such payment of seven thousand five hundred dollars $(\$ 7,500)$ to be paid on the signing of this Second Amendment to Sanitary Sewage Agreement, and the subsequent payments of seven thousand five hundred dollars $(\$ 7,500)$ for each of the nine (9) units that may also be converted to be made on the filing
of an application for a building permit with the Town of Southold for each conversion or filing for approval by the Suffolk County Department of Health Services for approval of a conversion of a unit or units, whichever occurs first.
4. The installation and connection work shall be inspected by the Village Engineer of the Village or the designee of the Village, and all such work shall be approved by the Village. The reasonable costs of each inspection of the work shall be paid by Peconic Landing.
5. Peconic Landing shall continue to operate, care for, maintain, repair and replace, at its sole cost and expense, all of the piping and fixtures within and to its facilities.
6. Upon completion and approval, the Village shall operate the System to the portions of Peconic Landing that were covered by the Agreement, the First Amendment, and to the converted units. The Village shall charge, and Peconic Landing shall pay, municipal sewer charges at the same rate charged to customers of the Village municipal sewer system that are outside of the incorporated limits of the Village.
7. This Second Amendment is not intended to and shall not affect the Sanitary Sewage Agreement of April 26, 2000 and also shall not affect the First Amendment to Sanitary Sewage Agreement dated February 17, 2015, or the obligations of the Village or Peconic Landing under the Agreement or the First Amendment, except where specifically stated, and all other provisions of the Agreement of April 26, 2000 and the First Amendment dated February 17,2015 shall remain in full force and effect.

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

PECONIC LANDING AT SOUTHOLD, INC.

By:
Robert J. Syron, President
VILLAGE OF GREENPORT

By: $\overline{\text { George W. Hubbard, Jr., Mayor }}$

STATE OF NEW YORK )
) ss:
COUNTY OF SUFFOLK )
On this $\qquad$ day of $\qquad$ , 20 , before me, the undersigned, personally came GEORGE W. HUBBARD, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

## Notary Public

## STATE OF NEW YORK ) <br> ) ss: <br> COUNTY OF SUFFOLK )

On this day of $\qquad$ , 20 $\qquad$ before me, the undersigned, personally came ROBERT J. SYRON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

## Notary Public

