| 1 | VILLAGE OF GREENPORT <br> COUNTY OF SUFFOLK STATE OF NEW YORK |
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| 2 |  |
| 3 | BOARD OF TRUSTEES |
| 4 | REGULAR SESSION |
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| 8 | Third Street Firehouse Greenport, New York |
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| 10 | $\begin{aligned} & \text { Apri1 26, } 2018 \\ & 7: 00 \text { P.M. } \end{aligned}$ |
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| 12 | B E F ORE: |
| 13 | GEORGE HUBBARD, JR. - MAYOR |
| 14 | JACK MARTILOTTA - DEPUTY MAYOR |
| 15 | MARY BESS PHILLIPS - TRUSTEE |
| 16 | DOUGLAS W. ROBERTS - TRUSTEE |
| 17 | JULIA ROBINS - TRUSTEE |
| 18 |  |
| 19 | JOSEPH PROKOP - VILLAGE ATTORNEY |
| 20 | PAUL PALLAS - VILLAGE ADMINISTRATOR |
| 21 | SYLVIA PIRILLO - VILLAGE CLERK |
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(The meeting was called to order at 7:00 p.m.)
MAYOR HUBBARD: I'd like to 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 William F. Pittorino.
(A11 remained standing for a Moment of Silence)

MAYOR HUBBARD: Thank you. Okay. I've got a couple of announcements.

The annual John May Mile event at Peconic Landing, to benefit the Greenport Fire Department, will be held on May 12th. Everybody's welcome to come up, enjoy, walk, run if they want to, or just enjoy the music and what goes on up there.

The Business Improvement District annual Mom-a-Thon will be held on May 12th and May 13th.

The Greenport Fire Department Carnival will be held from May 24th through May 28th, with fireworks scheduled for May 26th.

Those are the announcements.
We have a presentation from The East End Tourism Alliance, so step up, yeah.

MR. DELUCA: Thank you.

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MAYOR HUBBARD: Give us your name and give us the presentation, and let us know what you got.

MR. DELUCA: We11, thank you for seeing us and allowing us to speak today. My name is Brian DeLuca. I'm the Executive Director of the Long Island Aquarium and the Hyatt in Riverhead. That is my full-time paying job. And I am the cofounder, with Janine Nebons from Tanger, of the East End Tourism Alliance.

About nine years ago, we came together to form an organization that would represent the five East End towns, brand the five East End towns, and market the five East End towns under an umbrella called East End Getaway, which is a website. We also have a store at the MacArthur Airport, which we promote the Long Island wines, and we sell local photography, books and local products from Long Island, five towns.

So we're all about branding, and branding the region and marketing the region. And the last nine years we have been the recipient of over a million dollars in grants from the State through the consolidated funds that are out there, I Love New York and craft beverage grants.

And we've gotten a very good reputation with the State of executing very well on a high level. We've participated with Tall Ships and Shellabration in the past with some marketing. And we have had good success with allocating funds to each town to let them market events that they want to hold, certain times of the year when they want to hold those events, and Montauk's Music Festival, Alive on 25 with Riverhead, Southampton's Spring Event, and then varying events, shoulder season or peak. And we've had really great success across the board.

But we give the flexibility of the towns to manage their funds, and they have matches that the State requires, 20 to $25 \%$. I know you get grants out here and you're well aware of the process. We're in the middle of three, floating three grants right now, you know, through the bank, 1 ine of credits, and functioning.

So we've had fairly good success in supporting the five towns. And on our Board, and we gave you packets there, has the list of Board Members. We've -- North Fork Promotion Council is on our Board, and we've had representation from Yvonne from the BID here, Montauk Chamber,
and East Hampton, Riverhead Chamber, and Shelter Island on and off. So we have representation from each town, and we have a few adjunct ex officios also from the County. So that's I think on the last page.

The reason why -- and so that's a little history Of the East End Tourism Alliance, what we've been doing with success with getting State funding.

There is a mechanism, and the reason why I'm here tonight to discuss this, and I thank you again for the invitation, there's a mechanism out there that's being implemented already in about 160 locations around the country, and even a few more internationally, and it's called the Tourism Improvement District, TID, or Tourism Marketing District, TMD. And the Tourism Improvement District is very similar to a BID that you have here, it's an improvement district. And the likes of Napa Valley have gone from their municipal Hotel/Motel Tax to forming these marketing districts, and going from a half a million dollars in funds to $\$ 5$ million in funds when they do this, and State of Oakland.

So it's all very public to see how these
things are functioning and operating. And we've done a tremendous amount of research on implementing a Tourism Marketing District for the five East End towns. It would be somewhat of a heavy lift, because there's not one in the State of New York at this juncture. So it would have to go through the State Legislation Committee, and the Governor would have to sign it. But they live harmoniously with the Hotel/Motel Tax.

So I'm pretty certain you're all familiar with the 3\% Hotel/Motel Tax that gets collected. It's over $\$ 10$ million that gets collected. Only 2 miliion comes back to Discover Long Island. It's a cap, it's a County Legislative cap, and we've been fighting that for some time to get that cap lifted, and/or get a higher percentage of the funds. And we haven't been successful with either County Executive, at the time Mangano, and Bellone.

So these Tourism Marketing Districts essentially are getting formed around the country, and it's a great business model that takes a either percentage or a flat dollar amount, $\$ 1$ or $\$ 2$ occupied room fee. Again, it's based on the accommodations, putting it on their
shoulders, essentially, and having those funds to be collected. And the beauty of the Marketing District is that $100 \%$ of those funds stays in the district. There is no municipality closing budget gaps, or anything of that sort. So that is a fantastic opportunity for us to take advantage of generating funds and utilizing it for whatever our town's particularly need. If they want shoulder season marketing, they want events, they want transportation, each town can potentially use their funds respectively.

We feel a breakdown in that spread sheet that the full amount of the funds gets collected. Seventy-two percent stays within The East End Tourism Alliance, and the group, the Board decides how we're working collectively to spend those funds. Twenty-five percent comes back to the respective town, if -- whatever they're generating. In this case, Southold would be about 40 -some-odd thousand dollars. And that can get utilized any which way that the promotion group decides. Whether it goes to the Promotion Council, to the Greenport BID, chambers, all that can be decided.

There would be an Intermunicipal Agreement
that would be outlined, which we have two drafts already, on how the funds actually get spended, but -- get spent, but essentially it's based on tourism and events. And if a town feels that they want to have peak season events, then you could spend your money.

We also were the group behind the transportation, the Veterans Day weekend, the Taste the North Fork. So we had shuttles running from Greenport out, connecting from the ferry out to Love Lane, and then connected with Riverhead, and we did that for three different years. It was a beta test for us to say transportation, you know, there's impact on the residents, and transportation is a sizable consideration for us. It may not be the only reason why you would spend the money, but it's a sizable consideration to help with a hop-on/hop-off bus system that would be free to the public that's traveling, and essentially would come out of the funds out of that dollar per occupied room night.

That's the summary of the Tourism Marketing District. We have -- I have met with Janine and the rest of our team with all the Supervisors. We've met with East Hampton, and they were
patting us on the back after the meeting. You know, one question that Peter had was, you know, "So our portion that comes back to us, if we needed it to fix our beaches, can we do that?" And if it's tourism related, yeah, you could do that. Southampton supports it, Shelter Island supports it and Riverhead supports this. And, unfortunately, Scott Russell does not. And I'm not certain why, I can't quite figure it out. He claims that there's not enough support. But the Promotion Council supports it, which was -- is the voice for the organizations out here.

So we're at a crossroads where Senator LaValle will not carry the ball going forward on the draft legislation, which Fred Thiele has put the draft together.

We based this on New York State BID, so we're not introducing anything in the State Legislature that is kind of an oddball thing that they would look at and say, you know, "This is interesting, what is it?" We're basically taking the BID law and forming it for five towns, and having an Intermunicipal Agreement between the five towns. That's essentially what we're looking to implement.

Again, it's been proven out there 160 times over in different organizations around the country. And this lives, you know, side by side with the Hotel/Motel Tax, but the money stays in our region. And we're, as Scott calls it, dead on arrival, because he's not supporting this.

So we're at a crossroads, and I was asked to present tonight where we stand. I'm happy to answer any questions. You know, there's questions about how the funds get spent, and so forth. Some of those things are not completely hashed out, because the Intermunicipal Agreement would fine tune that. But to me, the beauty of this, that there's a mechanism in place that the traveling consumer would pay, and we could lighten the load on our residents if we were to use transportation. We would help our businesses in the shoulder seasons to stay open longer, or to keep their employees employed, and that's the beauty of it, the funds can be -- can be used as best suited for your needs or each town's needs. And it's a great tool, and I think we should have one.

And Fred Thiele, the Assemblyman, has been very supportive, and has written three drafts
already, and he needs someone on the Senate side. And LaValle was a $100 \%$ on board until Scott said no. So that's where we're at.

I'm happy to answer any questions. I don't know if you're hearing about this for the first time. It's probably a lot to digest. I've been living this for a year and explaining myself. We've had three meetings on the North Fork to essentially explain to the businesses that the accommodations, they are the stakeholders, and they are the ones to make the decision.

A lot of people ask if we could, you know, charge accommodations, or vineyards and so forth, and at this juncture there's not a mechanism in the State Law to do that. But the accommodations, the Hotel/Motel Tax is in place, and the BID laws are in place, so we're morphing those things and forming this marketing district, which is allowable in the state the way Ken LaValle and Fred Thiele have drafted the legislation.

TRUSTEE ROBERTS: The --
TRUSTEE ROBINS: I just want to mention before --

TRUSTEE ROBERTS: Go ahead.

TRUSTEE ROBINS: -- that the Greenport BID does support this, and our -- the president, Rich Vandenburgh, has written a letter of support, which I said I will forward to you.

MR. DELUCA: Thank you.
TRUSTEE ROBINS: And they also started to survey some of the local hotels, and there are letters of support coming in from them as well for this. So $I$ can get all of that information to you.

MR. DELUCA: That would be fantastic.
TRUSTEE ROBINS: You know, certainly, you get to forward to the Senator and --

TRUSTEE ROBERTS: So can I ask -- sorry.
MR. DELUCA: Yeah.
TRUSTEE ROBERTS: Can I ask the milition dollar question, or the $\$ 160,000$ question? So if Southold doesn't want it, can we have that money?

MR. DELUCA: If Southold doesn't want it, well --

TRUSTEE ROBERTS: They said no, we're a village, and let's be honest, we're the tourism destination on the North Fork. Southold is great, but like people come to Greenport. Our BID supports it, Yvonne's on the board.

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MR. DELUCA: Sure.
TRUSTEE ROBERTS: So, I mean, even if -- if this village could get a portion of that, I could tell you right now what I think we'd do with -if we had $\$ 40,000$ coming in from hote1 tax -and, by the way, I hope you'd include Airbnb -that would go to parking, so that more tourists can park, more residents can park. It would improve everything here.

MR. DELUCA: Yeah.
TRUSTEE ROBERTS: That's our big problem.
MR. DELUCA: So, Doug, I appreciate you recognizing that having this mechanism in place gives you a tremendous amount of options to do things. I don't -- I don't know. And Fred is really the craftsman behind the legislation, Fred Thiele, that whether or not a town or a village can be represented instead of a township, because right now the way the first draft of the legislation was, was for the five East End towns. And it's a fair question.

TRUSTEE ROBERTS: Yeah.
MR. DELUCA: And I could go back to him and pose that question.

TRUSTEE ROBERTS: If you could, because I
think you've got a ton of support here. And, you know, it strikes me, and I've only been doing this government thing for a few years, but last time Assemblyman Thiele did this amazing thing that got front page news, water, two -- you know, that real estate tax we pay, the $2 \%$ tax goes into a fund for community preservation, which we don't have any control over. But now Assemblyman Thiele comes out with the ability for you to spend $20 \%$ of that on water quality improvement to help our local baymen and shellfishermen, right? But guess where none of that money gets spent? In the Town of Town of Southold, because we have no control, and the Town of Southold opts out of that program.

So I think we all probably appreciate the Assemblyman's work, but we don't get to use here in the Village of Greenport, because he and the Legislature don't let us control our own destiny. And, in fact, on that CPF tax, which I know has nothing to do with you, but it's taxation without representation. I had to pay it when I bought my home. Doesn't get spent in my community.

So that's my -- because I think we're all in on this.

TRUSTEE PHILLIPS: I think that $I$ have a question, okay?

MR. DELUCA: Sure.
TRUSTEE PHILLIPS: First of al1, we also have a responsibility to our residents here in the Village of Greenport, and I'm sure Supervisor Russell is thinking about the residents in the Town of Southold.

Tourism is part of our economic engine, there's no doubt about it, but we also have a responsibility to have our own quality of life be part of this discussion.

My question is, and I appreciate Trustee Roberts' comments, but we're not the only village on the North and the South Fork. So if you're reaching out to one village, the rest would also have to be in that package.

My question is, is that the Village of Greenport really doesn't have official hotel/motel stock, okay? I mean, we have a few rooms within the Village of Greenport to -- you know, the Greenporter and another hote1, Harborview, Harborfront.

MS. LIEBLEIN: And Townsend Manor.
TRUSTEE PHILLIPS: And Townsend Manor,
yeah.
TRUSTEE ROBERTS: I think it's about 100 rooms, and about to be --

TRUSTEE PHILLIPS: But, in the meantime, the Town of Southold also has rooms. And I think that the percentage that would be coming back to the Town of Southold would be far less of the funding that you're talking about given towards Riverhead and the South Fork. I'm assuming it will be based -- if people are paying a dollar per room, it's going to be based on those who have the most population of rooms to rent, correct?

MR. DELUCA: Per occupied room.
TRUSTEE PHILLIPS: Per occupied room, okay.
MR. DELUCA: So there would be a line item, tax line item for the consumer to say, you know, the ones --

TRUSTEE PHILLIPS: But each town is going to be looking at the amount that they're contributing towards the number of occupied rooms that they have paying that tax, correct?

MR. DELUCA: Yeah. So on the last page or so, there's a spread sheet there that breaks down --

TRUSTEE PHILLIPS: No, I saw it.
MR. DELUCA: Okay. So the -- you know, the residents, this is in part also why we're looking to form this, because when we did the beta test with Taste the North Fork, you know, over the weekend that we did that, we had 2500 people ride the trains. So that was pretty impressive over a Saturday and Sunday.

So, you know, I think inevitably people are -- Long Islanders don't like to leave their cars, but I think, clearly, I saw at the Hyatt that, you know, people came in, parked their cars and jumped right on the bus in front of the Aquarium. So, clearly, people will do that. Will that take cars off the road? I believe so. Is there an opportunity, you know? Maybe it's thinking a little bit out of the box or wishful thinking. But to have cars park at Splish Splash or Riverhead Courts and then have a Pumpkin Express going out to the farms and taking cars off the road. They do it with the golf outing. I'11 be going to Shinnecock and I'm going to park at Westhampton to take the -- to take a bus out.

So, you know, not until you have the funds that you can start getting federally matched
dollars and move forward, but I think there's opportunities there down the road for us. And the residents are of concern, and that's in part why we're looking to address this.

TRUSTEE ROBINS: And where I was coming from was really more for just Greenport, maybe, to try and lobby Scott Russell about this, because your last sentence here is talking about that you're working towards the creation of a regional alliance, okay? So this is a regional thing, it's not village by village or town by town, okay? So I think our energies really should be towards trying to convince the Supervisor, you know, that this is in the interest of the entire town --

MR. DELUCA: Sure.
TRUSTEE ROBINS: -- not just the Village of Greenport.

MR. DELUCA: So convincing the Supervisor would be fantastic, and I think also sharing that with Senator LaValle. I think if he hears from a couple of key organizations that the support is there. Getting the support letters I think is also very important.

At this juncture, some people clearly we've
spoken to don't want to stick their neck out at this point, because the Supervisor has said it's dead on arrival. So, you know, who wants to be the first guy to say, "I'm going to support this." So, you know, there's a little bit of a challenge there.

You know, personally, the irony for me is East Hampton is the lion's share of the funds -TRUSTEE ROBERTS: Right.

MR. DELUCA: -- and they already passed Home Rule on this last year, when Larry Cantwell was in office. They were the first ones to jump on board and the first ones -- and they have the -- they have the largest contribution to this.

Unfortunately, the law has to get revised the following year, so that's where we are now this year. They already passed Home Rule last year on this, and they're supporting it again, as every other Town Supervisor is.

So I think the more that maybe Ken LaValle hears from organizations like yourself, the better chance. The unfortunate thing, Fred said there's 26 days left in this session, I guess before they go on vacation, summer vacation in

Albany, so there's only 26 days or so that, you know, that it has to get lobbied up there through the staff of LaValle's Office and Fred's Office, and then go through committee, and then the Governor's got to sign it.

So it's essentially a tall order, because we would be the only one in the state at this juncture. But, clearly, if you do your research, the mechanism is there. There's 160 of these around and they're working very well. And I think for us to have funds to choose the best way to spend them to expand our tourism and not impact our residents, I think having the funds first where we can get State matching is important.

You know, the State match is another dynamic. So, you know, when we get grants, the last grant, Shelter Island couldn't even contribute into the event, because they had no matching money. So the State requires 20 or $25 \%$. This gives everybody funds. And we keep getting quarter million dollar grants. It gives everybody funds to now match and leverage and create events, shoulder season events, which we all would love to have, in my opinion.

TRUSTEE ROBERTS: Mr. DeLuca, have you considered Airbnb for the dollar fee in here?

MR. DELUCA: So the -- you know, that, absolutely, but we were basing this on the way the Hotel/Motel Tax is collected now. It's a quarterly collection that the County collects.

TRUSTEE ROBERTS: And Airbnb is to be included in that --

MR. DELUCA: So if the --
TRUSTEE ROBERTS: -- by 1 aw.
MR. DELUCA: So if the Office of the Comptroller is going to include that, then, yes, that would be --

TRUSTEE ROBERTS: Okay.
MR. DELUCA: As long as it's part of the same collection, we would be part of that same collection. So in the draft legislation, that we have a $3 \%$ fee to pay for the accounting, in the draft, it requests that the County collects on our behalf an allocates the money back.

So there's already a mechanism in place for the hotels to fill out their occupancy and their fee, and then there would just be another line item to say, "Okay, we have 50 rooms occupied, here is \$50."

Fairly thought out. Fred's been really a great architect on this, along with Steve Bate. And, you know, we've been going out and presenting, and we have everybody on board, with the exception of one Supervisor. Yvonne.

MS. LIEBLEIN: Could I address -- can I stand?

MR. DELUCA: Yeah, sure.
MS. LIEBLEIN: Hi. I'm Yvonne Lieblein, and I served on the Long Island Convention and Visitors Bureau for a long time in the early 2000s to try to help the East End get a handle on some of the tax money that was coming in through that, and realized, you know, it was great to understand what was going on, but how different the East End towns are, and specifically Southold Town and our Village. So I've been a part of the East End Tourism Alliance since the very beginning, and my affiliation is Greenport.

I've been on the BID Board for a year, and I will no longer be on the Board, because I don't have an office in the BID District now. So my capacity with the BID is going to be as a volunteer, helping with marketing initiatives. But I loved The East End Tourism Alliance idea of

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letting us figure out how to be a region, but also specific challenges that we're facing. And exactly to what Trustee Phillips said and Trustee Roberts, all of these things, thinking about the residents, like it's all of a region, but then our individual needs.

And so coming up with a match is really, really difficult. And we have so many organizations in Southold Town. We have the Greenport BID, two chambers, and the NFPC that are all thinking about business and tourism. So coming to a decision about, you know, what the focus is going to be, and also how to put those -- the money together and who's going to be in charge, it is a challenge. So what I love about this is once -- you know, if we could get it to the State, this intermunicipal group would then be deciding this together.

I see it as an opportunity for unity to look at what we need here. What do we need in Greenport and Southold? Like what are our needs? The shoulder season, but what? People don't come out maybe in October, because the pumpkins are -there are pumpkin traffic. What could we do, or what do we do in the winter? How do we work in
the new economy? Whatever it is, I'm feeling it would be a more streamlined way to bring it together, and there would be money that we could take advantage.

I mean, The East End Tourism Alliance is a funnel to get State grants, and before, without that, it had to go through an organization like Discover Long Island.

So I'm really -- you know, it's been -- I can't believe, when I looked it up, that was 2008 that we started this process of how can we be a voice and make this a region. And we're so diverse, each town is so diverse. But I really -- I really support this, because it is a quality of life thing, and I think that's why I volunteered so much time, even when, back when I had no clients in Greenport. I thought how can we make this a better place to live, do business, and tap into resources that are there that aren't necessarily easy for our town or our village to get without cooperative action.

So we really appreciate you giving -- you know, giving us opportunity to talk to you, but also your support, it really means a lot, because, unfortunately, you know, one person --
one town being out means all can't participate, too, which is unfortunate for the larger goal of the other towns who already have lists of things they want to do. And so, you know, we don't know how this will all work out in terms of navigating toward the goal, but ask for and would really appreciate your support.

And you could ask me any time. If you have questions later, you know, I -- you know, you see Janine and Brian, and you know the businesses that they're with, but this is - the amount of time that they donate to this, where they don't really need to do that for the businesses they work for, it really is with this greater goal of how can we make this a region, and also give each individual town the opportunity to have the funds to do things that they want to do in terms of tourism and business. So thank you.

MAYOR HUBBARD: Thank you.
MR. DELUCA: She should have spoke first, maybe.
(Laughter)
MS. LIEBLEIN: No, but you explained everything. And I'm sorry I'm going to have to leave, but $I$ have another board meeting that I

1eft up the street --
MAYOR HUBBARD: That's fine.
MS. LIEBLEIN: -- to come here. So I'11
sneak out, stage left.
MR. DELUCA: Any other questions, I'm happy to --

MAYOR HUBBARD: No. Okay. Thank you very much for coming.

TRUSTEE ROBERTS: Thank you.
MR. DELUCA: Any time you want clarity, I'm available also.

MAYOR HUBBARD: Okay. Yeah, we'11 read through your paperwork and everything else.

MR. DELUCA: Okay. Thank you.
MAYOR HUBBARD: Thank you.
TRUSTEE ROBERTS: You could put some Greenport oysters in that tourism booth up at MacArthur? The pumpkins are great but --

MR. DELUCA: Yeah.
TRUSTEE ROBERTS: -- let's get some Greenport love.

MS. LIEBLEIN: That's right.
TRUSTEE ROBERTS: Yeah.
TRUSTEE ROBINS: Yvonne, you have the contract info for them?

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MS. LIEBLEIN: Yes.
TRUSTEE ROBINS: Okay.
MR. DELUCA: So we just got a grant for a video, too. So I know video -- I'm involved with some of the video we was shot out here.

MS. LIEBLEIN: It's a really good video. They're gorgeous, yeah.

MR. DELUCA: So we just got a $\$ 250,000$ grant, so each town has their own video. And, essentially, what the businesses could do now, something that we've modeled, is each town has the opportunity to promote that video, which is encompassing of Southold and Greenport, and a business for $\$ 650$ can buy a tag. So they -- the last five seconds of that 30 -second TV spot, a business can promote. Claudio's can take five seconds and promote their business. So you show the beautiful town, you show Greenport's in there, and say, "Come to Claudio's for a drink on the water." So for $\$ 650$, the businesses are getting a $\$ 50,000$ video production that now they can use on their own social media channels.

So this is one example of the things that we're doing just to help all the towns. And the videos are just finally produced, and that's
through an I Love New York grant. And then, you know, the match money was a little bit of a challenge for everybody, but we gave them a year advanced notice to put some money aside for the matches, and now we're giving businesses the opportunity to participate, too. So we're encompassing in our thought process. Thank you.

MAYOR HUBBARD: Okay, very good. Thank you. Thank you for coming.

MS. NEBONS: Thank you. Good night.
MAYOR HUBBARD: Okay. We've got two public hearings. Proposed amendment to Chapter 65 (Fire Prevention and Building Construction) of the Village of Greenport Code. The public hearing was noticed. We'11 open up to the public, anybody who wants to address this topic. Anybody wish to address the Chapter 65?
(No Response)
MAYOR HUBBARD: Okay. Do we -- do you want to close the public hearing, or would you like to keep this open for discussion?

TRUSTEE PHILLIPS: I make a motion to close the public hearing.

TRUSTEE MARTILOTTA: I second that.
MAYOR HUBBARD: Okay. We've got a motion
and a second. A11 in favor of closing the public hearing?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. The public hearing is closed.

Okay. The second public hearing is on Chapter 44 (Assemblies, Mass Public) of the Greenport Village Code. Again, this has been noticed properly and all. I will open it up, if anybody wishes to address Chapter 44 of the Mass Public Assembly Permits.

MR. WILE: Good evening. Ian Wile, 234 Fifth Avenue, and also Little Creek Oysters down Front Street. So torn in all directions, both as resident and business.

I sort have been following along with this as it's evolved, I think when it kicked off with enforcement last Fall, I guess it was, with the North Fork Art Collective, and sort of a growing
pain to revisit what sounded like code from the '70s. So I think we probably have a different world than the code that this has launched from. So I think it's great to be digging back into our codes and try to bring it to meet our modern day. Questions I have, I think from -- I guess they start a little bit for clarification, maybe from a business standpoint, which is one of my great joys as a resident here, and has been my joy as a business owner, is that we are a village made of generally small businesses owned by one or two people, often residents, even though I think there's been some sentiment that that's not true. I think if I look at the bulk of the shops, I recognize people walking their dogs and shop owners throughout the day that I know live either here or close.

So we're not a corporate chain kind of environment, we're not even, frankly, a corporate single entity kind of business environment. The downside of that, if we had corporate businesses of Target and CVS, and all of those sorts of things, they're pretty easy to regulate, right, they're pretty cut and dry. They don't step out of their own sort of plan that often, right? We
do -- this is what we're going to do, right, Barnes and Noble's is a Book Store, we're always a book store, we don't do anything else ever, and that's what we do. However, we've sort of built this community and it's ever changing, but it's changing based on people who have some kind of kookie and entrepreneurial dream, work it up. They either succeed or fail, or they pivot, or they have to kind of massage it, and it's made of clay.

And my one concern about adding private -the private clause into this public assembly piece is that it does seem to run a little bit counter to how we're working through our Planning Board. And I'd like to actually see how we connect all the various Boards together, so that there's a feel for long-range -- long-term planning. So that when I -- when I've sat through Planning Board sessions, for example, and I see an entrepreneur come up and they pitch their idea, they're not usually flanked by an architect, two attorneys, and an accountant. It's somebody who's got kind of a napkin sketch, and we all sort of are patient as they try and explain and figure out which category, for
example, in the New York State Assembly Code they might -- they might fit in. They don't -- they don't know in the same way that a cooperate attorney might show up and have their box to be put in.

And so one of the things that's interesting to me is all these sort of wild eyed entrepreneurs are sort of trying to, one, make it through a winter, make it through off-seasons, be there for their fellow citizens, try to figure it out. And sometimes what that means is that they are a gallery that has somebody who plays music, or they're a book store and they're doing a cookbook release and they might have food there, or they -- they have something.

We -- you know, I -- in the middle of the winter, we started bringing vinyl records out, and said anybody who's got vinyl records, come in. You can buy some records in the shop and put them on the turntable. I can tell you, nobody's retiring from that business. This is about, as much about getting us all out of the cabin fever as anything else.

And I'd hate to see the intent of this, which I think is good, and about -- you know, the
public safety and management of our streets, and sidewalk and parking, all of that, which is great intent. I'd hate to see unintended consequences like the stifling of the great creative flow that we see in our small businesses and in our small community. And I'd really hate to see the unintended consequences be that people stop trying, and people maybe stop coming to the Planning Board to pitch their idea in the first place, and that they look to another place.

I'm not talking about tourism. I think we al1 sort of feel that there is a worry that everybody is here for somebody else, but it's not true. You know, I just -- I know for my sake, I know the faces of, you know, every person who comes in that shop, and often they are there in the middle of a snowstorm because it's a spot, or, you know, your spot.

I'd really hate to feel that we have to be 90 days out to pitch an alternative idea. We want to the come up with something. We want to do -- we did a fundraiser with the school, that I don't know, does that fit in our current permitted guidance? You know, I feel like every business in town, with all of our activities all
year-round, not just catering to the big tourism impact, but all year-round, this web between our streets, our citizens, our houses and our downtown area. I think if we cripple that by removing all the flexibility, I'm really worried about that. I'm really worried that people will have gone underground to figure out how to -will they be at risk for throwing together an idea that may or may not be under their purview.

I was fortunate. When we went to present our site plan to the Planning Board, I was fortunate to have a Planning Board that I must have had enough dreamers on board to let me describe something that didn't fit in a peg. I said I wanted to -- look, the core was shipping and processing wholesale shellfish, but then we also wanted to have lectures, tastings, we wanted to present local beer and wine. But, also, you know, we've torn the whole place apart and made, you know, robots as a science project in there that had nothing to do with our thing.

I don't see myself coming before this Board to ask permission to clear the table to allow 10 students to, you know, study with a NASA engineer over a Skype hookup because it was not in my
initial presentation.
And I think that that creativity -- I know what we're trying to avoid is some -- you know, that somebody is going to throw a mass event, some real mass event that is a ton of people, and where are we going to park cars, and where are we going to go to the bathroom, and all of these sorts of things.

I think when we appeal and when we apply to the Planning Board, there's a -- you know, we've had to write down how many chairs are in the place. I mean, it's kind of -- we've gone through most of this process at one point. And unless we can get the Planning Board to also understand that they have to -- this current Planning Board is not flexible in terms of understanding a sort of dreamer presentation. So if somebody comes up and says, well, we're a little bit of this, and we're a little bit of this and a little bit of this, it's very difficult for the current Planner, I think, to digest that. And I understand that it's hard for I think the audience to figure it out. Totally, that's part of the fun.

I mean, truthfully, living in a place that
doesn't say, al1 right, it's just easier to have bank vestibules, because they're really quiet, they don't need bathrooms, they don't need parking, they just need ATM machines, but there's no -- they don't employ anybody, and they don't have any culture. And I've been through neighborhoods and towns that have changed from places that have mom and pop businesses, or brother and sister businesses, or whatever it is, to places where, you know, it's just easier for the landlords, it's easier for the realtors, it's easier for the government to just say like put a -- put a bank vestibule, put an ATM in there, because it's -- it pays the bills every month and it's quiet.

I think in the spirit of trying to balance the safety and the interest of the residents, you also have to make sure that it doesn't -- you don't accidentally change the very fabric of why people start businesses here, right? They're not trying to go up against big monster places. They're trying to be open places in where they live, truthfully.

And I am just really concerned about the accidental consequences of this without tying in
at least some component of the planning presentation. You know, if this is based on a current model, then the Planning, current Planning Board presentation is too narrow to allow -- really, every business in town is going to be in here every five minutes to apply for a special permit. And if you're only allowing three per year, I think you kind of really cripple what makes a lot of the businesses, one, work, right in the middle of winter. We're all inventing some reason to get to next Wednesday, not, you know, some kind of massive windfall, and those are the times we dream up more events.

I don't think that most businesses need an event in August. We could use the valet parking event, right? Like I'd be happy to throw that one. But the --

## (Laughter)

MR. WILE: But, otherwise, you know, I'd just hate to see an accidental consequence come out of this. I think that it comes from the right place, and I'd like to see it work a little bit. But the private spaces, to my mind, have already gone through so much, sometimes years of Planning Board back and forth, that to now have
to sort of revisit that pain, which I think is sort of like the actual pain of birthing these businesses, you definitely don't want to come back to that. And this feels like a repeat of that, and of needing to be able to go back and say this is what we're going to do now or next.

And if you allow businesses during the Planning Board session to be -- to say, well, we're going to be these various things, that's who we're going to be made up, then this is fine, because they've already kind of told you a much broader approach. But if you force it during the Planning session to a narrow hallway, then this just makes it -- it's just going to compound -- I feel like you have enough at these sessions to not have to face every business trying to always be inventive through the rest of the season.

But I do like that you're focused on the general public, you know, good, and our neighborhood good. And, frankly, you know, the -- some of the comments about even this tourism approach I think fit this, which is, you know, I think we think about tourism and it's -and a lot of people assume that the businesses are just for tourism, and we're not, truthfully.

You know, I'm there in February because of August, I won't lie about that, but I am there in February. And, I mean, I don't know if I can do it -- if there's -- is there public comment for that presentation also, do you know, or any kind of discussion for the tourism, East End Tourism presentation that was made?

MAYOR HUBBARD: Well, we're going to just review what they had, and everything else. That's, you know --

MR. WILE: Just curious.
MAYOR HUBBARD: Yup.
MR. WILE: I think they're --
TRUSTEE ROBERTS: There's public comment.
MR. WILE: -- interconnected with this.
TRUSTEE ROBERTS: Yeah.
MR. WILE: Anyway, thank you for your time, I appreciate it.

MAYOR HUBBARD: All right. Thank you.
Anybody else wish to speak on the public hearing on Chapter 44?
(No Response)
MAYOR HUBBARD: Okay. Do we have a motion to close the public hearing?

TRUSTEE ROBINS: I'11 make a motion to
close the public hearing.
MAYOR HUBBARD: Is there a second?
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. The public hearing is closed.

TRUSTEE ROBERTS: Mayor, don't we also have the speed limit hearing open? We didn't close it.

MAYOR HUBBARD: No, that closed on the 21st. We kept it open for 30 days after last month.

TRUSTEE ROBERTS: We closed it at work session?

CLERK PIRILLO: No.
MAYOR HUBBARD: No, we --
CLERK PIRILLO: After work session. After work session -- I'm sorry, I apologize.

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MAYOR HUBBARD: Yeah.
TRUSTEE ROBERTS: We left it open?
CLERK PIRILLO: After work session. We left it open for work session. It was 30 days from previous, so the closure was the 22nd.

TRUSTEE ROBERTS: Last month we moved to keep it open 30 days?

CLERK PIRILLO: Correct.
MAYOR HUBBARD: Yes.
TRUSTEE ROBERTS: Okay. Thank you.
CLERK PIRILLO: You're welcome
MAYOR HUBBARD: Okay. Public to address the Board. Anybody from the public want to address the Board on any topic?

MR. WILE: I'11 make this quick. I apologize.
(Laughter)
MAYOR HUBBARD: Okay.
MR. WILE: My one thought -- and I think there were some great quick questions on that. I never heard of the whole thing before this moment, so I'm just kind of catching up.

My two thoughts are, one, I like your question, which is if Scott doesn't want in, you know, if you can't convince Southold to join in
on this by lobbying, and there's 26 days, which I've spent enough time with Scott to know that that's probably not doable, I -- you know, if there is a way to make the Village its own entity as a participant, I think that would be a very strong move and send a strong signal.

But the other thing that is really
important is because of -- just because they describe increased tourism does not mean that that's what you need to use the money for. And so your point and your point are actually not opposing, which is that if there's a chunk of money that's coming your way because tourists are already coming, then -- and you can use it to spend it how you want, then anybody, Scott and everybody is foolish not to take advantage of it, because if you decide that you want to use it and take $\$ 40,000$ and spend it on an ad that says please never come here again because you don't want tourism, then do it. If it says you want to hire three valet parking kids to run back and forth to the school all summer to get the cars out of the town, then do it. But it doesn't mean that you have to do an ad that says, you know, come on in August, we're waiting for you, if
that's not what your constituents want. And that's what Scott's running in fear of, is that his constituents are going to say that you're promoting tourism. But if he looked at it and said, okay, here's money that you can have to spend how you want, that doesn't come out of your pocket -- and, frankly, there's almost nothing in this town that you couldn't spend it on that you couldn't declare as tourism related. And so if you decide you want to pave the roads, you know, pave -- you know, do anything to this firehouse, do something for the school, you know, they're all really vital.

And I think anybody is shortsighted to not take -- not throw a lasso around tourism that's already here, and figure out how to leverage it to your own best interest and to your own constituents' interest, not the tourists' interest, that's their point.

Just because they would like a certain thing, and maybe parts of your constituents would agree, if you don't, that's why you're elected. But to just say no, because we don't want anymore people coming, that's not what they're pitching. They're asking if you would like some free money
to use in a way that you think is useful for your town.

And I just - I think Scott's foolish for turning it down, and I think we'd be foolish not to make an effort to try and throw a lasso around it, and say, look, we're here, we are more of the rooms.

You know, if Airbnb, which is a crippling sort of room problem in this town, if that becomes part of it, then everybody's -everybody's whipping post suddenly is at least kicking some money towards the problem. You know, while you figure how to regulate the issue, you can least -- you know, maybe it's a couple of more traffic enforcement people, or it's a -- you know, it's a -- pick a thing. You know, I mean, I think there's so many things. There's probably a laundry list under that table of stuff that we'd love to do. And if you can cross one off or a half of one off, it would be -- with free money, it seems a shame. Thank you.

TRUSTEE ROBERTS: The Town Board meets May 8th, 7 p.m.

MR. WILE: I think we're coming.
TRUSTEE ROBERTS: Public service
announcement.
MAYOR HUBBARD: Okay. Anybody else wish to address the Board?

MR. ELKIN: Eric Elkin, 912 Main Street.
I'd like to compliment Ian. For all the
longwinded discussions I've heard in this, in this room, that was one of the more succinct in a weird kind of way.
(Laughter)
MR. ELKIN: But, anyway, as the
representative of one of the lodging establishments in Greenport, actually, I tend to agree, that my discomfort with some of the discussions around this with the proposal that we heard at the beginning of the conversation tonight was that the allocation of funds seemed a little bit vague, a little bit opaque. And if this really is just a slush fund, to use the political term, and there are sort of responsible discussion around how it would be best served in this community, I'm all for it. And I say that as somebody who would be asking my guests to pay.

I would be remiss if I didn't ask about the speed limit. I know the public discussion is closed, but $I$ just didn't hear about kind of what
the outcomes were. I know the sign went up, the blinking sign to alert drivers of their speed, that went up earlier in the month. That really had a profound effect, a noticeable effect. Again, small sample size, but it worked. And I've noticed since it's been gone that, you know, behaviors have changed. So I just want to know where the Board kind of fell in the aftermath.

MAYOR HUBBARD: Okay. We will have a discussion on that at our work session next month.

MR. ELKIN: Okay.
MAYOR HUBBARD: The speed limit signs did go up on Main and Front Street coming into the Village. Several of them went up on both roads to warn everybody that it is 30 miles an hour.

MR. ELKIN: Yup.
MAYOR HUBBARD: Those were recently put up in the past month.

MR. ELKIN: Yup.
MAYOR HUBBARD: And we will -- the public hearing is closed, but we will have a discussion at our work session about it.

MR. ELKIN: Is the proposal to lower the speed limit still under consideration, or at this
point --
MAYOR HUBBARD: That was part of the public hearing, yes.

MR. ELKIN: Okay, okay.
MAYOR HUBBARD: That's -- normally, we'd close the public hearing, and then we'd have a discussion at our next work session to see from al1 the public comment whether we want to put together a proposed law or code change and do something from that.

MR. ELKIN: Sure.
MAYOR HUBBARD: So we will discuss that at our work session in May.

MR. ELKIN: Thank you, appreciate it.
MAYOR HUBBARD: Okay. Anybody else wish to address the Board?

TRUSTEE ROBERTS: Before Chatty goes, Mayor, are we going to ask -- I know that the P.D. didn't do any speed checks for us this past month, but can we ask them to --

MAYOR HUBBARD: We had a discussion with them today and they will be doing a couple of them.

TRUSTEE ROBERTS: We're going to need that info, so thank you. It's great.

MAYOR HUBBARD: Go ahead.
MS. ALLEN: Chatty Allen, Third Street. I was just wondering where the status is about moving the stop 1 ine on Front and Third, and then no right turn. Has there been any movement on that?

MAYOR HUBBARD: Paperwork is being formulated to send to the State, and that's as far as it's gone.

MS. ALLEN: Okay. Because I haven't heard about it, so $I$ wasn't sure if it was still in the paperwork phase or not.

Okay. I know I've asked this in the past, and I know Monday and Tuesday, you know, things were a little different, because they were paving on Shelter Island, but just within the past week, this line is out of control. People can't get out of their driveways. People think they're being cut off. Two mornings $I$ have had a car literally stopped at the stop sign at the corner of Fourth and Wiggins. I'm in a big old bus. You have cars on this side in the road, cars on this side in the road, and now you got a car at the stop sign, and the bus cannot fit around it. One driver gave me the finger, which all the
children on my bus saw. Not very nice. Again, this morning there was another car there, and it's difficult to get around. Is there any way that -- I don't know if -- because I don't do Third Street anymore, so I don't know if North Ferry has someone on Third and Wiggins.

MAYOR HUBBARD: Yes, they do.
TRUSTEE MARTILOTTA: They do now.
MS. ALLEN: If they can like look to see. Once it starts moving, maybe have someone walk down to make sure, because these people literally sit there and then try and cut you off, and the line is all the way to Sixth Street. You know, it's a dangerous situation. And then, you know, someone on Wiggins had posted that, you know, she's trying to get in her driveway and she's being cut off and cursed at, because they think she's cutting the line.

I just don't want it to turn into a bad situation. I mean, I know the day when -- you know, the incident on the South Shore, that was handled very nicely. You know, you had people there controling things. I just don't want to see this turn into - to escalate, because these people are brazen, they don't care anymore. I
mean, they've cut me off in the school bus. It's like, seriously? You know, and blocking traffic, I mean, literally, when you're stopped in the road and no one can get around you, that's a dangerous situation, especially at that intersection, because there's still the large dumpster on Fourth Street there.

Okay. The other is short-term rental. I didn't make the work session last week until the very end and you had discussed it. I'm not sure where that's really standing. But I have a curious question. Now that the rental permit law has gone into effect and you are now getting rentals, is anyone checking to see with all these Airbnbs if they have a rental permit? If not, the Village should be going after them, because anyone that rents is supposed to have a rental permit. How many actually still have the permits?

And I'd also like to see somehow it being worked in that they have to pay a tax like the hotels do as well, that there should be, you know, more regulation. Personally, I'd like to see owner-occupied or year-round tenant occupied on1y, but that's just, you know --

MAYOR HUBBARD: Right. Just to clarify that, we're working on the process. We've gotten applications in. They're scheduling some inspections, and stuff like that, but it's very early in the process on that. We will be enforcing the rest of it.

The hospitality tax, it's a County tax. The County needs to step up and start enforcing that and charging everybody that. They've been reluctant to do that. We can't charge the tax for them and collect it ourselves.

MS. ALLEN: Okay.
MAYOR HUBBARD: It's a County tax. They need to step up and do it on everybody that's renting out their place.

MS. ALLEN: Okay.
MAYOR HUBBARD: You know, they --
MS. ALLEN: Yeah. Then that's why I'm asking the question --

MAYOR HUBBARD: Yeah.
MS. ALLEN: -- because I don't know what the legalese are how that --

MAYOR HUBBARD: They've been asked to do that for two years and they've been reluctant to do it. But if they did that, then everybody
would -- it would be an equal playing field on everybody.

MS. ALLEN: Right.
MAYOR HUBBARD: Motels, B\&Bs, Airbnbs, everybody would be charging the $3 \%$ hospitality tax, and it's a County tax. They need to step up and start enforcing that on everybody.

MS. ALLEN: Okay.
MAYOR HUBBARD: And it would be extra money for everybody around, because everybody's doing it, so.

MS. ALLEN: Yeah, okay. That I did not realize. So, okay, thank you.

MAYOR HUBBARD: You're welcome. Thank you. Anybody else wish to address the Board?
(No Response)
MAYOR HUBBARD: Okay. At this time, we'11 move on to our regular agenda.

We'11 start with RESOLUTION \#04-2018-1, RESOLUTION adopting the Apri1 2018 agenda as printed. So moved.

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

TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye. MAYOR HUBBARD: Aye.

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. Trustee Roberts.

TRUSTEE ROBERTS: RESOLUTION \#04-2018-2, RESOLUTION accepting the month1y reports of the Greenport Fire Department, 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 PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-3, RESOLUTION ratifying the hiring of Edward Meier as a seasonal, part-time employee at the Village

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of Greenport Mitchel1 Park Marina Office at a pay rate of $\$ 11.00$ per hour, effective Apri1 2nd, 2018. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-4, RESOLUTION ratifying the hiring of Mathew Mertilla as a seasonal, part-time employee at the Village of Greenport Mitche11 Park Marina Office at a pay rate of $\$ 11.00$ per hour, effective April 5th, 2018. So moved.

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

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MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-5, RESOLUTION ratifying the hiring of Stephen Venuti as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of $\$ 11.00$ per hour, effective April 9th, 2018. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-6, RESOLUTION accepting the proposal as submitted by H2M, dated January 3rd, 2018, to prepare the Annual Water Supply Statement/Consumer Confidence Report, and the corresponding supplemental data

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package; and to submit the Annual Supply
Statement and Supplemental Data Package to the Suffolk County Department of Health Services, at a total cost of $\$ 2,000.00$; to be expensed from account F. 8310.413 (Special Services). So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-7,
RESOLUTION approving a waiver of the docking fees in the Mitchel 1 Park Marina from June 14th, 2018 through June 17th, 2018 for the non-profit, educational vessel Amistad, as sponsored by the Friends of Mitche11 Park. So moved.

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

TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-8, RESOLUTION approving the attached Change Orders, authorizing Mayor Hubbard to execute the Change Orders, and authorizing the payment, attached Change Orders in the amount of $\$ 37,482.00$, to the contract between the Village of Greenport and Emcor Services for the completion of the Cooling Water Tower Project at the Village of Greenport Municipal Power Plant. So moved.

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

TRUSTEE PHILLIPS: RESOLUTION \#04-2018-9, RESOLUTION awarding the contract for the design of the Microgrid Project, per the New York State Governor's Office of Storm Recovery grant, to CHA Consulting, Inc. in the amount, total amount of $\$ 183,010.76$ per the Requests for Proposals for Architectural/Engineering Design Bidding and Construction Administration and Inspection Services, due to the Village of Greenport on March 8th, 2018. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-10, RESOLUTION approving a two-month extension of the agreement between the Village of Greenport and Haugland Energy Group, LLC for the temporary use by Haugland Energy Group, LLC for specific

Village property, at a license agreement fee payment by Haugland Energy Group, LLC of $\$ 5,000.00$ per month to the Village of Greenport, beginning on April 1st, 2018. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-11,
RESOLUTION approving a rider to the agreement between the Metropolitan Transit Authority and the Suffolk County Water Authority, granting permission to the Metropolitan Transportation Authority to use the Village of Greenport property to access and maintain equipment on the Village of Greenport communication site at Moores Lane under which the Suffolk County Water Authority will share its rental proceeds with the Village of Greenport on an equal basis. So

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moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: Al1 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-12, RESOLUTION authorizing the attendance of Village Administrator Pallas at the NYAPP Legislative Meetings in Albany, New York on May 1st, 2018 and May 2nd, 2018 with a room rate of $\$ 209.00$, plus al1 applicable meal and travel costs not to exceed \$300, to be expensed from account number E. 0782.000 (Management Services). So moved.

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

MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-13, RESOLUTION amending Resolution \#03-2018-10 from the March 22nd, 2018 regular meeting of the Board of Trustees, to correct the current hourly wage rate for Clerk to the Boards Kristina Lingg, to be $\$ 16.80$ per hour (from $\$ 15.30$ per hour.) So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-14, RESOLUTION authorizing Mayor Hubbard to execute the attached Shared Services Intermunicipal Agreement between the County of Suffolk and the

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Village of Greenport. So moved.
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-15, RESOLUTION approving the attached Municipal Advisor Services agreement between the Village of Greenport and Munistat Services Inc. in the amount of $\$ 3,500.00$, to be expensed from the account A. 1325.433 (Bond Counsel/Financial Advisor), and authorizing Mayor Hubbard to sign the Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc. So moved.

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

TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#04-2018-16, RESOLUTION adopting the Fiscal Year 2018/2019 Tentative Budget as proposed. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-17, RESOLUTION approving the attached resolution amending a Bond Resolution dated May 25th, 2017, which authorized the issuance of $\$ 800,000$ in bonds of the Village of Greenport, Suffolk

County, New York to pay the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, to increase the estimated maximum cost stated in that prior resolution to $\$ 1,225,000$, and to include $\$ 125,000$ received through a grant from the State of New York and \$300,000 in authorized reserves of the Village of Greenport to pay for the increased costs. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-18, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment \#3805, to fund the installation of the polymer floor in the Light Plant basement, and directing that Budget Transfer \#3805 be included as part of the formal

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meeting minutes for the Apri1 26, 2018 regular meeting of the Board of Trustees. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: Al1 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-19,
RESOLUTION approving the attached Management Agreement between the Village of Greenport and the Village of Greenport Housing Authority for the management of the premises 278 Second Street, Greenport, New York, 11944; and authorizing Mayor Hubbard to sign the Management Agreement between the Village of Greenport and the Village of Greenport Housing Authority. So moved.

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

TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-20, RESOLUTION approving the Public Assembly Permit Application submitted by the Long Island Metropolitan Lacrosse Foundation to use the parking lot area at the Polo Grounds on Moores Lane from 7 a.m. through 7 p.m. on August 4th; 2018 and August 5th, 2018 for the annual Lacrosse Tournament. Approval of this application is predicated upon the applicant providing attendants to direct the parking of vehicles on Moores Lane for spectators and participants. So moved.

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

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-21, RESOLUTION approving the Public Assembly Permit Application submitted by John Tramontana, on behalf of Playing at Will (the Greenport High School Shakespeare Club) to use a portion of Mitchell Park from 11 a.m. through 4 p.m. on June 2nd, 2018 for a dramatic performance. The approval further includes the use of a portion of Mitchell Park for two or three corresponding rehearsals during the week of May 28th, 2018; with the permit fee to be waived. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
tRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-22,

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RESOLUTION approving the use by the Greenport Farmers Market of a portion of the Polo Grounds at Moores Lane, on Saturday mornings from 8 a.m. through 2 p.m., beginning on June 23, 2018 and ending on October 27, 2018, at a fee of $\$ 560.00$ payable by the Farmers Market prior to June 23rd, 2018. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: Al1 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-23,
RESOLUTION approving the request of Eastern Long Island Hospital to close Main Street from Bay Avenue to the southern terminus at Claudio's Circle, and to close Front Street from Main Street west to First Street, on June 9th, 2018 from 9:00 a.m. through 11:30 a.m. for the Seventh Annual North Fork Waiter Race. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-24, RESOLUTION authorizing the attendance of any interested Trustee, Manager or staff member at the SCVOA Municipal Training session on May 9th, 2018 from 5:30 p.m. through 9:30 p.m. in Riverhead, New York with the $\$ 65$ session fee and corresponding mileage cost to be expensed from applicable account numbers. So moved.

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

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-25, RESOLUTION appointing two Election Inspectors, one of each will serve as Chairperson, for the Village Special Election on August 14th, 2018; as follows:
o Jerilyn B. Woodhouse, as Chairperson, and
o Diana Whitsit as Election Inspector.
The Inspector is to be paid $\$ 11$ per hour and the Chairperson of the Inspectors is to be paid $\$ 12$ per hour, to be expensed from account A. 1450.100 (Election Personnel Services). So moved.

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

MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-26, RESOLUTION appointing two alternate Election Inspectors for the Village Special Election on August 14th, 2018; as follows:
o Diana B. Primm and
o Jay McKasty.
The alternate Election Inspectors will be paid $\$ 11$ per hour, to be expensed from account A. 1450.100 (Election Personnel Services). So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-27, RESOLUTION authorizing Mayor Hubbard to sign the attached Certification of Investment Powers agreement from RBC Wealth Management, regarding

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the investment of monies pertaining to the Length of Service Award Program for the Village of Greenport Fire Department. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#04-2018-28, RESOLUTION awarding the contract for the removal of specified Village trees and tree stumps, the grinding of tree stumps, and the pruning of specified Village trees to Johnson Tree Company, the sole bidder, per the bid opening on April 5th, 2018, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Johnson Tree Company. So moved.

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

TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-29, RESOLUTION approving the attached contract between the Village of Greenport and BuoyantSea for the provision of swim lessons at Fifth Street Beach at a cost of $\$ 30$ per hour beginning on July 9th, 2018; and ending on September 30th, 2018, and authorizing Mayor Hubbard to sign the attached contract between the Village of Greenport and BuoyantSea. So moved.

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

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MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-30, RESOLUTION awarding the contracts for the painting of the fourteen (14) Village of Greenport inner scenic panels to the following artists, per the recommendation of the Village of Greenport Carouse 1 Committee, at a payment of \$1,250 per inner scenic pane1, and authorizing Mayor Hubbard to sign the contracts between the Village of Greenport and the following artists:
o W.A. Dodge
o Scott Hewitt
o Enid Hatton
o Jada Rowland, and
o Cliff Miller
The number of inner scenic panels painted by each artist will be determined via a random drawing. So moved.

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

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-31, RESOLUTION scheduling a public hearing for
7:00 p.m. on May 24th, 2018 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic) Section 57, Schedule XIX (Handicapped Parking Spaces) of the Village of Greenport (Code) to add a handicapped parking spot at the Holy Trinity Church on 768 Main Street, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-32,

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RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 118 of the Village of Greenport Code (Sub-Division and Merger of Land) ; adopting lead agency status, determining the adoption of the local law amending Chapter 118 to be an Un1isted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for the purposes of SEQRA. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-33,
RESOLUTION adopting Local Law \# of 2018, amending Village of Greenport Code 118 (SubDivision and Merger of Land) creating regulations

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regarding the development and/or merger of lots in the Village of Greenport. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-34, RESOLUTION approving an increase in the hourly wage rate for Deborah Mclough1in, from $\$ 19.48$ to $\$ 20.98$ per hour, effective May $2 n d, 2018$; owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section $9(a)$ - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 100. So moved.

TRUSTEE ROBINS: One --
TRUSTEE ROBERTS: Local 1000, excuse me. So moved

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
TRUSTEE PHILLIPS: I'm abstaining.
MAYOR HUBBARD: A11 right. Four in favor, one abstain. Motion passed.

TRUSTEE ROBINS: RESOLUTION \#04-2018-35, RESOLUTION approving a Tolling Agreement between AT\&T Services, Inc. and the Village of Greenport, and authorizing Mayor Hubbard to sign the Tolling Agreement between the Village of Greenport and AT\&T Services, Inc. So moved.

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

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MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-36, RESOLUTION authorizing the Village Attorney to request that the attorney for the seller-owner -oh, well, never mind. Seller-owner of 415 Sixth Street send the Village a proposed agreement for the purchase of that property by the Village. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 right. Just discussion on that. Just so everybody knows, and the public knows and all, this is the property next to our road barn on Sixth Street that's been for sale. And we're looking at talking to the owner of the property and see if we could purchase that property to expand our road barn. There's also possibly a plan of moving our Building Department into the front housing unit that's there, converting that into office space, and expand our road barn further. So this is for the Village Attorney to contact the owner.

And we've discussed this before, but, you know, it's not something really -- it's in negotiations, so every -- all the details aren't out there, but $I$ want the public to know that
we're in discussions of possibly buying the property next to our road barn on Sixth Street.

Any other discussion?
(No Response)
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-37, RESOLUTION adopting the attached SEQRA resolution regarding the conditional approval of the Wetlands Permit Application of Vincent Matassa, adopting lead agency status, determining that the conditional approval of the application is an unlisted action for the purposes of SEQRA, and adopting a Negative Declaration determining that the conditional approval will not have a significant negative impact on the environment. So moved.

TRUSTEE ROBERTS: Second.

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MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-38, RESOLUTION conditionally approving the Matassa wetlands permit application in accordance with the attached Findings and Determinations. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-39,

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RESOLUTION adopting the attached SEQRA resolution regarding the conditional approval of the Wetlands Permit Application of Stephen Bult, adopting lead agency status, determining that the conditional approval of the application is an unlisted action for the purposes of SEQRA, and adopting a Negative Declaration determining that the conditional approval will not have a significant negative impact on the environment. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#04-2018-40, RESOLUTION conditionally approving the Wetlands Permit Application of Stephen Bull, in accordance with the attached Findings and Determinations. So moved.

TRUSTEE PHILLIPS: Second. And I have a question.

TRUSTEE ROBERTS: Yeah.
MAYOR HUBBARD: Okay, discussion.
TRUSTEE PHILLIPS: The legal situation with this has been settled?

MR. PROKOP: Yes, verbally. This takes part of the -- this is part of it. The second part will occur in Court, in the Justice Court.

TRUSTEE PHILLIPS: Okay. So the applicant is aware of -- okay.

MR. PROKOP: Yes. His attorney and the applicant are both aware of it.

TRUSTEE PHILLIPS: Okay. I thought this -okay. All right.

TRUSTEE ROBERTS: Yeah. The paperwork in here said that there is an outcome to be determined in Justice Court.

TRUSTEE PHILLIPS: Yes, I know.
TRUSTEE ROBERTS: Right. So that's -- I think that's the only reason I'm supporting this, because it's a conditional approval.

And, you know, when this first came out, I was just frankly not wanting to grant a permit, just because it was built without -- you know,

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just went -- he just went and built it without talking to us. But I appreciate that the applicant has provided information. I appreciate that we're going to, you know, get -- there will be consequences in court, and I think the Village will be made whole because of it. And the applicant's been compliant with the CAC recommendations around the structure. So let's end this thing.

MAYOR HUBBARD: Any other discussion? (No Response)

MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#04-2018-41, RESOLUTION approving the road closures of Main Street at Adams Street and Front Street at First Street, from 12 noon until 1 p.m. on June 3rd, 2018 for a parade in conjunction with the

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approved Samas Uno event in Mitche11 Park. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#04-2018-42, RESOLUTION scheduling a public hearing for $7 \mathrm{p} . \mathrm{m}$. on May 24th, 2018 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 43 (Schedule V : Stop Intersections) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

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

TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#04-2018-43, RESOLUTION approving a Village of Greenport sponsored Soccer Clinic, and further approving an agreement between the Village of Greenport and Rafael Morais as Soccer Clinic Coordinator, with the payment of $\$ 2,000$ to Rafael Morais to be contingent upon the receipt of registration fees of a minimum of $\$ 2,000$; for Soccer C1inic dates of June 25th through June 29th, 2018 from 5:30 p.m. through 6:30 p.m. each day, at the Polo Grounds on Moores Lane. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#04-2018-44, RESOLUTION approving all checks per the Voucher Summary Report dated April 20th, 2018, in the amount of $\$ 642,785.04$ consisting of:
o All regular checks in the amount of $\$ 499,461.01$, and
o All prepaid checks (including wire transfers) in the amount of $\$ 143,324.03$. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
Okay. I'll offer a motion to adjourn at
8:15, and I thank everybody for coming. So moved
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?

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TRUSTEE MARTILOTTA: Aye. TRUSTEE PHILLIPS: Aye. TRUSTEE ROBERTS: Aye. TRUSTEE ROBINS: Aye. MAYOR HUBBARD: Aye. Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. We are adjourned. Thank you.
(The meeting was adjourned at 8:15 p.m.)
C E R T I F I CATION

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 26, 2018.

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 10th day of Apri1, 2018.

$$
\frac{\text { Lucia Braaten }}{\text { Lucia Braaten }}
$$

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| \# | $\begin{aligned} & \text { 82:21 } \\ & \text { \#04-2018-41 [1] - } \\ & \text { 84:21 } \\ & \text { \#04-2018-42 [1] - } \\ & \text { 85:13 } \\ & \text { \#04-2018-43 [1] - 86:7 } \\ & \text { \#04-2018-44[1] - 87:4 } \\ & \text { \#3805[2] - 64:22, } \\ & 64: 25 \end{aligned}$ |  | 55:23, 56:18, 56:19, 58:10, 59:4, 60:15, 60:16, 61:7, 65:1, 66:13, 67:10, 67:13, 68:4, 68:5, 68:7, 68:23, 69:15, 70:7, | $\begin{gathered} \text { 39:21 } \\ \text { 4th }[1]-66: 13 \end{gathered}$ |
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Flynn Stenography \& Transcription Service

February 23, 2018
Re: Replace Triple Duty Valves

We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- Two existing triple duty valves are causing a large pressure drop from the pumps not permitting sufficient flow to the engines. Replaced the triple duty valves with check valves and the problem was resolved

For the work described above with labor during normal working hours we quote:

## \$3,749,00 plus appificable sales tax

## Exclusions

\& Overtime Hours
\& Temporary Heating \& Cooling
$\Leftrightarrow$ Permits
$\Leftrightarrow$ Only Items Stated Herein are included.
Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
Very Truly Yours, APPROVED AND ACCEPTED
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President
Signature Date

Print Name Date

We are pleased to submit the following proposal for the above referenced project. Our scope
of work will be as follows:

- Assist plant personnel with transfer of existing oil.
- Disconnect the existing fill and oil supply lines
- Move the tank to a position within 4 feet of the existing location.
- Modify fill and oil supply piping to new location
- Place storage tank back in service
- Project labor is 2 men working (2) two 12 hour shifts

For the work described above with labor during normal working hours we quote:

## \$9267,00 plus qpplicable sales tax

## EMCOR NY/NJ

## Exclusions

* Overtime Hours
* Temporary Heating \& Cooling
- Permits
© Only Items Stated Herein are included.
Twenty Five percent ( $25 \%$ ) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.
This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall
prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
Very Truly Yours,
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President

APPROVED AND ACCEPTED
Signature Date
Print Name Date

Re: Re-route Cooling Water Return Line on First Floor

We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- Cut and remove $5^{\prime \prime}$ tee cross connecting two return lines and re-install (1) one reducer and (1) one 90 degree elbow.
- Project labor is 2 men working (2) two 12 hour shifts

For the work described above with labor during normal working hours we quote:
$\$ 2,385,00$ pilus appificalble sales tox

## Exclusions

* Overtime Hours
* Temporary Heating \& Cooling
- Permits
- Only Items Stated Herein are included.

Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts , materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
Very Truly Yours,
EMCOR Services New York / New Jersey
Herman van Vliet
Vice President
Herman van Vliet
Vice President
APPROVED AND ACCEPTED
Signature Date
Print Name Date

## We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- The existing wiring that is feeding the (3) three HOA switches have insulation that is compromised. The insulation is cracked and not covering the wires properly. This is causing an unsafe situation. The voltage of the cables are $277 / 4803$ phase and we are proposing to replace them. The existing feeders will be removed and new wires will be installed in their place

For the work described above with labor during normal working hours we quote:
$\$ 4,523.00$ plus appifadile sales tar

## Exclusions

6 Overtime Hours

- Temporary Heating \& Cooling
- Permits
- Only Items Stated Herein are included.

Twenty Five percent ( $25 \%$ ) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.
This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.

Very Truly Yours,
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President
Vice President

APPROVED AND ACCEPTED
AppROV ANDACEPTD
Signature Date
Print Name Date

We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- Using material supplied by the Village of Greenport, re-route $2^{\prime \prime}$ PVC Water Line where $14^{\prime \prime}$ and $18^{\prime \prime}$ pipe penetration was relocated

For the work described above with labor during normal working hours we quote:
\$283.,00 plus appificable sales tar

## EMCOR NY/NJ

## Exclusions

- Overtime Hours
- Temporary Heating \& Cooling
- Permits
- Only Items Stated Herein are included.

Twenty Five percent ( $25 \%$ ) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
APPROVED AND ACCEPTED
EMCOR Services New York / New Jersey
Signature Date

Print Name Date

## EMCOR NY／NJ

January 26， 2018
Re：Re－Configure Piping Around Oil Tank under\＃2 Machine

We are pleased to submit the following proposal for the above referenced project．Our scope of work will be as follows：
－Using material supplied by the Village of Greenport，re－configure the piping under the \＃2 machine

For the work described above with labor during normal working hours we quote：

## \＄3，0xa，oo pras apolicabile sales tax

## Exclusions

- Overtime Hours
- Temporary Heating \& Cooling
\& Permits
- Only Items Stated Herein are included.

Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.

EMCOR Services New York / New Jersey

Herman van Vliet
Vice President

APPROVED AND ACCEPTED

Signature Date

Print Name Date

## EMCOR NY／NJ

January 26， 2018
Re：Reroute Oll Supply Line for Center Generator

We are pleased to submit the following proposal for the above referenced project．Our scope of work will be as follows：
－Using material supplied by the Village of Greenport，install（2）two $2^{\prime \prime}$ drains one each on the $14^{\prime \prime}$ and $18^{\prime \prime}$ lines．Drill $2^{\prime \prime}$ holes in each and weld on weld－o－let

For the work described above with labor during normal working hours we quote：

## \＄565，00 plus appoticable sales tax

## EMCOR NY／NJ

## Exclusions

－Overtime Hours
－Temporary Heating \＆Cooling
\＆Permits
－Only Items Stated Herein are included．
Twenty Five percent（25\％）is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed，the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE．

The price quoted herein includes labor performed in a good workmanship manner，during regular working hours，Monday through Friday，exclusive of Saturday，Sunday and Holidays．Any work requested during hours other than those mentioned herein，shall be at overtime rates and shall be billed as an extra．

This quote is subject to EMCOR Group Inc．，standard terms and conditions．The terms and conditions shall govern this transaction．In cases where conflict arises EMCOR Group Inc．，terms and conditions shall prevail．

All new equipment furnished by our firm is guaranteed as to parts，materials and workmanship for a period of one（1）year from the date of installation and shall be serviced free during regular working hours， Monday through Friday，except Saturdays，Sundays and Holidays，for the same length of time．Except as set forth，we hereby disclaim any other warranties，either expressed or implied，including any implied warranty of merchantability for a particular purpose．

Should the above proposal meet with your approval，kindly sign a copy of this proposal and return one copy to our office．

Should you have any questions concerning the foregoing，please feel free to contact the undersigned．

EMCOR Services New York／New Jersey

Herman van Vliet
Vice President

APPROVED AND ACCEPTED
Signature Date
Print Name Date

## Re: Reroute Main Piping

We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- Due to an issue in the drawing, the main piping, $18^{\prime \prime}$ and $14^{\prime \prime}$ in the basement had to be re-routed due to an obstruction outside. The drawings did not account for the piping, equipment, support, electric and slab connected to the exhaust of the engines. All of those devices would have needed to be removed and along with the other equipment on the outside pad to do the project per the print. Then the devices re-installed and some re-routed.

For the work described above with labor during normal working hours we quote:

## si17, 500,00 plus appticable sales tax

## Exclusions

- Overtime Hours
* Temporary Heating \& Cooling
\& Permits
- Only Items Stated Herein are included.

Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.

APPROVED AND ACCEPTED
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President
Signature Date

Print Name Date

## EMCOR NY／NJ

Re：Reroute Oil Supply Line for Center Generator

We are pleased to submit the following proposal for the above referenced project．Our scope of work will be as follows：
－Using material supplied by the Village of Greenport，re－route oil supply line for center generator．

For the work described above with labor during normal working hours we quote：

## \＄565，00 plus appificable sales tax

## Exclusions

- Overtime Hours
- Temporary Heating \& Cooling
- Permits
© Only Items Stated Herein are included.
Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
Very Truly Yours,
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President
APPROVED AND ACCEPTED
Signature Date
Print Name Date

We are pleased to submit the following proposal for the above referenced project. Our scope of work will be as follows:

- Demo existing old gas line to accommodate running of new tower piping. Build and install a flange to cap off piping for Village Plumbers

For the work described above with labor during normal working hours we quote:

## S622.00 plas appificable sales tax

## Exclusions

## - Overtime Hours

- Temporary Heating \& Cooling
- Permits
- Only Items Stated Herein are included.

Twenty Five percent (25\%) is due upon acceptance
In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

The price quoted herein includes labor performed in a good workmanship manner, during regular working hours, Monday through Friday, exclusive of Saturday, Sunday and Holidays. Any work requested during hours other than those mentioned herein, shall be at overtime rates and shall be billed as an extra.

This quote is subject to EMCOR Group Inc., standard terms and conditions. The terms and conditions shall govern this transaction. In cases where conflict arises EMCOR Group Inc., terms and conditions shall prevail.

All new equipment furnished by our firm is guaranteed as to parts, materials and workmanship for a period of one (1) year from the date of installation and shall be serviced free during regular working hours, Monday through Friday, except Saturdays, Sundays and Holidays, for the same length of time. Except as set forth, we hereby disclaim any other warranties, either expressed or implied, including any implied warranty of merchantability for a particular purpose.

Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Should you have any questions concerning the foregoing, please feel free to contact the undersigned.
Very Truly Yours,
EMCOR Services New York / New Jersey

Herman van Vliet
Vice President

Signature Date

Print Name Date

VILLAGE OF GREENPORT BOARD OF TRUSTEES REGULAR MEETING
THURSDAY, MARCH 22, 2018 AT 7:00 PM RESOLUTION OF THE BOARD OF TRUSTEES
At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, March 22, 2018; the Board adopted a

RESOLUTION approving an increase in the hourly wage rate for Kristina Lings, from $\$ 15.00$ to $\$ 16.50$ per hour, effective March 28, 2018 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

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

## 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 March 22, 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: March 22, 2018


# INTERMUNICIPAL COOPERATION AGREEMENT establishing SUFFOLKSHARE 

This Agreement dated the ___ day of $\qquad$ , 201_, and executed by and among the County of Suffolk, the School District of _, the Town(s) of , [etc.] and the Village(s) of , [etc.] (collectively referred to as the "Organizing Entities"), and any other local government and/or municipal entity of the State of New York that subsequently becomes a party hereto (who, together with the Organizing Entities, shall be collectively referred to as "SuffolkShare Members" and do hereby organize and create SuffolkShare in accordance with section 119-o of the New York State General Municipal Law, and in accordance with these recitals:

## WITNESSETH

WHEREAS, the Organizing Entities wish to create, in accordance with applicable New York Law, a cooperative organization to serve its members by pursuing options including, but not limited to: 1) operating and maintaining a regional procurement system, 2) assisting SuffolkShare Members in compliance with state bidding requirements, 3) identifying qualified vendors of commodities, goods and services, 4) facilitating the sharing of services and 5) providing a platform to share information and facilitate discussions between SuffolkShare Members, all in an effort to realize potential economies, including administrative cost savings; and

WHEREAS, the Organizing Entities, are acting in accordance with section 119-o of the New York State General Municipal Law, to cooperatively create SuffolkShare for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs on a cooperative or contract basis, and

WHEREAS, the Organizing Entities have additionally determined that other qualified entities should, in accordance with the terms of this Intermunicipal Cooperation Agreement (hereinafter referred to as the "Agreement") be permitted to join with them through execution of an addendum to this Agreement, in order to better fulfill their respective public purposes via participation in SuffolkShare;

NOW, THEREFORE, the Organizing Entities and such additional local governments as may hereinafter assent hereto, hereby agree upon the following terms and conditions:

## Article 1. Purposes of SuffolkShare

1.1 The Organizing Entities hereby agree to create SuffolkShare for their benefit and for the benefit of future SuffolkShare Members, to obtain the benefits and efficiencies that can accrue by identifying regional interests and developing collaborative strategies, plans and programs such as shared services, cooperating in the development of a regional procurement system, providing a platform for the sharing of information and ideas, sharing of services, and to realize various potential economies, including administrative cost savings, in an effort to reduce costs and to realize economies of scale.
1.2 Participation in SuffolkShare is voluntary. Each SuffolkShare Member shall determine when it will participate in a bid, solicitation, purchase or contract award.
1.3 SuffolkShare shall be administered in accordance with and subject to the terms of this Agreement, and other documents necessary to implement and carry out the purpose of the Suffolk Share.

## Article 2. Powers and Duties

2.1 The Organizing Entities and those other SuffolkShare Members subsequently electing to participate in SuffolkShare shall each designate SuffolkShare as the cooperative entity to administer the various programs offered.
2.2 A majority of SuffolkShare Members shall constitute a quorum.
2.3 The Organizing Entities and other SuffolkShare Members shall each designate a representative to SuffokShare. The Suffolk County Executive shall designate a representative who shall be responsible for administering and managing SuffolkShare, including, but not limited to:
a. periodically convening meetings of the SuffolkShare Members;
b. maintaining a SuffolkShare website to facilitate centralized cooperative purchases;
c. maintaining a SuffolkShare website to facilitate shared services opportunities;
d. establishing and maintaining a SuffolkShare website providing a centralized listing of goods and services available through SuffolkShare Members' contracts;
e. providing other resources and technical information which may be useful to SuffolkShare Members.

## Article 3. Joint Purchasing Committee

3.1 There shall be a Joint Purchasing Committee ("JPC") which shall in the first instance be comprised of the principal purchasing designee from each of the Organizing Entities, as evidenced in writing by the SuffolkShare Member to Suffolk County's Principle purchasing agent. Suffolk County's principle purchasing agent (the "County's JPC Representative") shall serve as the chairperson in the first year that SuffolkShare is established. Thereafter, the JPC shall annually elect a chairperson for the JPC from amongst all participating SuffolkShare Members' designees to the JPC.
3.2 A quorum of the JPC shall be deemed to be constituted by a majority of the designees appointed to the JPC up to the current date and shall thereafter be fixed pursuant to by-laws adopted by and for the JPC.
3.3 No later than June 30, 2018, the JPC shall adopt by-laws, which may from time to time be amended.
3.4 The JPC shall develop recommended rules and procedures, which may from time to time be amended, for participation in SuffolkShare programs which rules and procedures shall be adopted by a majority vote of the SuffolkShare Members.
administering and managing SuffolkShare programs, including, but not limited to:
a. convening meetings of the JPC to jointly select items which will be cooperatively purchased;
b. receiving and combining requirements into cooperative solicitations and contracts for the SuffolkShare Member acting as the lead purchasing party in connection with a particular procurement "hereinafter the "Lead Purchasing Party");
d. assisting the Lead Purchasing Party with issuing and awarding cooperative procurements in accordance with applicable laws, rules and procedures;

## Article 4. Obligations of SuffolkShare Members

4.1 Financial. No SuffolkShare Member shall ever be liable to pay or be responsible for payment of any sum of money to SuffolkShare or to any other SuffolkShare Member or to any other person by execution of this Agreement. The obligation of a SuffolkShare member to pay any money shall arise only under the terms and provisions of a separate written contract, agreement, or instrument that has been duly executed by the SuffolkShare Member and the vendor.
4.2 Contract Disputes shall be the responsibility of the SuffolkShare Member(s) participating in a particular contract.
4.3 Cost Savings are a primary goal of SuffolkShare and SuffolkShare Members shall cooperate in facilitating reporting of savings resulting from participation in SuffolkShare.

## Article 5. Additional Parties

5.1 Any local government [or political subdivision] as defined in New York State General Municipal Law may become a party to this Agreement by the execution of resolution by their governing body adopting this Agreement and electing to become a SuffolkShare Member.

## Article 6. Term and Withdrawal

6.1 The term of this Agreement shall be for one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date.
6.2 A SuffolkShare Member shall have the right to withdraw its participation in SuffolkShare at any time and for any reason, upon giving the JPC Chairperson written notice of withdrawal. Such withdrawal shall be effective upon the JPC Chairperson's receipt of such notice

## Article 7. Authorization of Participation

7.1 Each SuffolkShare Member represents and warrants that its governing body has duly authorized it participation in the SuffolkShare in accordance with section 119-0 of the General Municipal Law.

## Article 8. Execution and Delivery

8.1 By the execution and delivery of this Agreement, the undersigned individual(s) warrant that
enter into and perform the terms of this Agreement.
8.2 This Agreement may be executed by participating entities via separate agreements and at separate times, each of which shall be considered collectively as an original complete copy of the Agreement, as if each participating entity had executed the same copy.

EXECUTED AND DELIVERED by and between the Organizing Local Governments and all authorized entities which subsequently elect to become SuffolkShare Members, as of the effective date of this Agreement.

## COUNTY OF SUFFOLK

Participating Entity
By:
Dennis M. Cohen
Chief Deputy County Executive
Date:

## TOWN OF [NAME]

Participating Entity
By:
Name:
Title:
Date:

## SCHOOL DISTRICT OF

Participating Entity
$B y$ : $\qquad$
Name:
Title :
Date:

## TOWN OF [NAME]

Participating Entity
By:
Name:
Title:
Date:
VILLAGE OF
GREENPORT
Participating Entity
By:
Name: George W. Hubbard, Jr.
Title: Mayor
Date: April 26, 2018

## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, March 15, 2018 (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.

## 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: $\qquad$ Noah Nadelson

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

## VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

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.

## OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

There are no material conflicts of interest known to Munistat as of the date of this Agreement.

RESOLUTION DATED MARCH _, 2018.
A RESOLUTION AMENDING A BOND RESOLUTION DATED MAY 25, 2017, AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, TO INCREASE THE ESTIMATED MAXIMUM COST TO $\$ 1,225,000$, AND TO INCLUDE $\$ 125,000$ ANTICIPATED TO BE RECEIVED THROUGH A GRANT FROM THE STATE OF NEW YORK AND $\$ 300,000$ IN AUTHORIZED RESERVES OF THE VILLAGE IN THE PLAN OF FINANCING TO PAY FOR SUCH INCREASED COSTS.

WHEREAS, on May 25, 2017, the Board of Trustees of the Village of Greenport, Suffolk County, New York adopted a bond resolution authorizing the issuance of $\$ 800,000$ bonds of said Village to pay the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, and including incidental expenses in connection therewith, at an estimated maximunn cost of $\$ 800,000$; and

WHEREAS, it is now desired to (i) increase the estimated maximum cost of the object or purpose described therein from $\$ 800,000$ to $\$ 1,225,000$, an increase of $\$ 425,000$ over that previously authorized, and (ii) provide for a plan of financing therefor, which will include $\$ 125,000$ anticipated to be received through a grant from the State of New York and $\$ 300,000$ in authorized reserves of the Village;

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

Section A. The Title and Sections 1, 2, and 3 of the bond resolution of the Village duly adopted by this Board of Trustees on May 25, 2017, authorizing the issuance of $\$ 800,000$ bonds of said Village to pay the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, is hereby amended, in part, to read as follows:


#### Abstract

A RESOLUTION AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY PART OF THE $\$ 1,225,000$ ESTIMATED MAXIMUM COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.


Section 1. For paying part of the $\$ 1,225,000$ estimated maximum cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, in and for Village of Greenport, Suffolk County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued $\$ 800,000$ bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be $\$ 1,225,000$ and the plan for the financing thereof is by (i) the issuance of $\$ 800,000$ bonds of said Village authorized to be issued pursuant to this bond resolution, (ii) $\$ 125,000$ anticipated to be received through a grant from the State of New York, and (iii) $\$ 300,000$ in reserves of the Village hereby authorized, all to be applied to the aforesaid class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-four of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

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

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

|  | VOTING |
| :--- | :--- |
|  | VOTING |
|  | VOTING |
|  | VOTING |
|  | VOTING |

The resolution was thereupon declared duly adopted.

## STATE OF NEW YORK )

 COUNTY OF SUFFOLK ) SS.:I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on March ___, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.
I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media
Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

## Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on $\qquad$ 2018.

## Village Clerk

(CORPORATE
SEAL)

## NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on March $\qquad$ 2018 duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk County. New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:
RESOLUTION DATED March _, 2018.
A RESOLUTION AMENDING A BOND RESOLUTION DATED MAY 25, 2017, AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, TO INCREASE THE ESTIMATED MAXIMUM COST TO \$1,225,000, AND TO INCLUDE $\$ 125,000$ ANTICIPATED TO BE RECEIVED THROUGH A GRANT FROM THE STATE OF NEW YORK AND $\$ 300,000$ IN AUTHORIZED RESERVES OF THE VILLAGE IN THE PLAN OF FINANCING TO PAY FOR SUCH INCREASED COSTS.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-four of said paragraph a.
THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York
$\qquad$

Village Clerk

## AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DEPOSE AND SAY:

That on $\qquad$ 2018, I caused to be posted a summary Notice of Adoption of A bond resolution adopted $\qquad$ , 2018, at the following six (6) conspicuous public places in said Village:
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
A true, correct and complete copy of such summary Notice of Adoption, in the exact form in which the same was actually posted, is set forth below:

## NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on March $\qquad$ 2018, duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:
RESOLUTION DATED March _ , 2018.
A RESOLUTION AMENDING A BOND RESOLUTION DATED MAY 25, 2017, AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, TO INCREASE THE ESTIMATED MAXIMUM COST TO $\$ 1,225,000$, AND TO INCLUDE $\$ 125,000$ ANTICIPATED TO BE RECEIVED THROUGH A GRANT FROM THE STATE OF NEW YORK AND $\$ 300,000$ IN AUTHORIZED RESERVES OF THE VILLAGE IN THE PLAN OF FINANCING TO PAY FOR SUCH INCREASED COSTS.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-four of said paragraph a.
THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

## Dated: Greenport, New York

$\qquad$ 2018

Sworn to before me on
$\qquad$ 2018.

Notary Public

At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on March ___ 2018, at
$\qquad$ o'clock $\qquad$ M., Prevailing Time.

The meeting was called to order by $\qquad$ and upon roll being called, the following were

## PRESENT:

## ABSENT:

The following resolution was offered by Trustee $\qquad$ who moved its adoption, seconded by Trustee $\qquad$ , to-wit:

## VILLAGE OF GREENPORT

## Budget Adjustment Form



## MANAGEMENT AGREEMENT

This Agreement dated , 2018 between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York, and the Greenport Village Housing Authority, with offices located at 236 Third Street, Greenport, New York for the management of the premises 278 Second Street, Greenport, New York (hereinafter jointly referred to as the "Parties"), as follows:

Whereas the Village of Greenport is the owner of the premises 278 Second Street, Village of Greenport, New York (hereinafter the "Property), and;

Whereas the premises 278 Second Street, Greenport, contains residential units that may be rented for residential purposes and has also been the subject of significant recent renovation, and;

Whereas the Village of Greenport Housing Authority has the ability to rent and manage properties with appropriate experience, resources and staffing for that purpose, it is therefore covenanted and agreed by the Parties as follows:

1. The Greenport Village Housing Authority will provide management services to the Village of Greenport and be responsible for the care and management of the Property as follows:
A. The Housing Authority will rent the residential units on the Property in its own name as the management agent of the Village of Greenport and collect the rental income from those leases directly.
B. The rental income received from the tenants of the Property will be paid to the Village of Greenport Housing Authority and deposited into the Village of Greenport Housing Authority account.
C. The Housing Authority will be responsible for the repairs and maintenance to the Property and the Housing Authority will manage the repairs and maintenance of the Property and will pay for the required repairs and maintenance of the Property from the rental income that is received by the Authority from the tenants and leases for 278 Second Street. The Housing Authority will be responsible for maintaining the property in good condition.
D. The Housing Authority shall be responsible for otherwise maintaining the property in good condition during the term of this Agreement.
E. The Housing Authority will keep proper bookkeeping and accounting records of the income and expenses of the leasing and management of the property 278 Second Street, and files and records of the management and other activities with respect to the property which shall be available for review by the Village of Greenport on reasonable request.
2. The Housing Authority will pay the Village of Greenport the amount of $\$ 1,000$ per month on the first day of each month commencing on June 1, 2018 and every month thereafter while this Agreement is in effect.
3. The Housing Authority shall indemnify and hold harmless the Village of Greenport from liability related to any action or omission of the Housing Authority with respect to the Property or any claims arising therefrom.
4. The Housing Authority shall obtain hazard and liability insurance naming the Village of Greenport as additional insured.
5. The Housing Authority shall charge affordable rents in accordance with the guidelines established by the U. S. Department of Housing and Urban Development, Office of Public and Indian Housing.
6. The Housing Authority will review and monitor the income of the people in 278

Second Street with respect to their eligibility status under the income limits prescribed by OCR and the U.S. HUD, and any future modifications as required by OCR and the U.S. Department of Housing and Urban Renewal.
7. The term of this agreement shall be for ten years, from May 1, 2018 to April 30, 2028.
8. This Agreement may be terminated by the Village of Greenport without cause on thirty days notice.

Agreed:

By: $\qquad$

By:
Village of Greenport Housing Authority

RBC Wealth Management


| Account Number 30303748 |
| :---: |
| Rep ID 0002 FW |

## Certification of Investment Powers <br> Corporate/Limited Liability Company/Partnership <br> Family Limited Partnership/Sole Proprietorship Accounts

## Cuhe

## Name and Address

## VILLAGE OF GREENPORT

LENGTH OF SERVICE AWARD PGM
ATTN ROBERT BRANDT/TREASURER
236 THIRD STREET
GREENPORT NY 11944-1647

## 

In consideration of RBC Wealth Management, a division of RBC Capital Markets, LLC ("RBC WM"), Member NYSE/FINRA/SIPC, agrecing to open and maintain an account for the Corporation/Limited Liability Company/Partnership/Family Limited Partnership/Sole Proprietorship (the
"Entity") named above, 1 or we, the undersigned Officer(s), Manager(s), Partner(s) and/or Sole Proprietor (collectively, the "Authorized Party" or
"Authorized Parties"), as applicable, certify as follows:
I. The Entity was incorporated or organized in the state/country of N in $\qquad$
(year)
2. Distributions, Inyestments and RBC Express Credit (margin) or Other Credit Transactions. We certify that we have full authority to:
a. Make distributions/transfers from the account.
b. Enter into transactions to trade, buy, sell, convey, pledge, mortgage, lease, transfer title or otherwise acquire or dispose of any interest in real or personal property including, without limitation, slocks, bonds, notes, warrants and other securities, and anmuities, futures, currencies and commodities, EXCEPT as limited by the following: NONE
c. Engage in the following borrowing and other credit transactions (check all that apply):

RBC Express Credit (margin) transactions, including the granting of a security interest in favor of RBC WM in the assets of the account
Pledge or subject to a security interest in favor of RBC WM or third parties any of the property of the Entity as security for any liability of the Entity or third parties.
Option transactions: (check all that apply)
__ Covered Call Writing/Protective Put Purchasing
_ Cash Backed Put Writing
_ Purchasing Puts/Calls
__Spreads
_ Naked Call/Put Writing \& Writing Combinations/Straddles
_Other $\qquad$
3. Single Authorized Party's Ability to Bind the Entity. We represent and warrant that:
a. Any one of the Authorized Parties who signs below may independently exercise any of the Entity's powers, including the power to take the actions set forth in Item No. 2.
b. Any one Authorized Party may individually act on behalf of, and bind the Entity, as well as execute any documents on behalf of the Entity that RBC WM requires, including an agreement to arbitrate all disputes concerning the Entity accounts.
4. We, the Authorized Parties jointly and severally, and on behalf of the Entity named above, agree to indemnify, and agree that the Entity shall indemnify RBC WM and hold RBC WM harmless from any liability for effecting transactions of the type specified above, if RBC WM acts pursuant to instructions given by any of the Authorized Parties listed under Item No. 7.
5. We agree to inform RBC WM in writing of any amendment to the relevant investment authorization resolution or other authorization by the Entity, any changes in the composition of the Authorized Parties named below, or any other event which could materially alter the certifications made herein.
6. This Certification of Investment Powers shall not be deemed to be, or construed as, an amendment or modification to any agreement(s) between RBC WM and the account owner(s) named above.

## Account Number 30303748 .

Rep ID 0002 FW Alternate Branch 010AY

## Certification of Investment Powers

## Corporate/Limited Liability Company/Partnership

Family Limited Partnership/Sole Proprietorship Accounts

## K

7. Authorized Parties with Investmeht Authority. We hereby certify that the undersigned are all of the Authorized Parties entitled to make . investment decisions on behalf of the Entity and that such authority has been granted by resolution or other required Entity action duly adopted by the governing body of the Entity. We further certify that the authority conferred to the Authorized Parties hereunder is not inconsistent with the Charter, By-Laws or other governing documents of the Entity, that the statements contained in this Certification of Investment Powers are true and correct, and there are no other provisions in relevant resolutions or amendments to it that limit the powers of the Authorized Parties to sell, convey, pledge, mortgage, lease, or transfer title to or interests in real personal property including, without limitation, slocks, bonds, notes, worrants and other securities, as indicated under Item No. 2 b and c .


| Frint Nime from Signature Above |  |  |
| :--- | ---: | ---: |
| Authorized Party Signature | Pate | A |
| Print Name from Signature Above |  |  |
| Authorized Party Signature | Pr |  |
| Print Name from Signature Above |  | Au |

(All officers with investment authority must sign. Attach extra page if necessary.)

I hereby certify that I am the duly appointed Secretary or Assistant Secretary of the Entity and that the Board of Directors of the Entity has granted the Authorized Parties listed above the authority to, on behalf of the Entity, purchase, invest in, acquire, sell, assign, transfer, or otherwise dispose of any and all types and kinds of securities including but not limited to stocks, bonds, debentures, notes, rights, options, warrants, certificates of every kind and nature whatsoever; and to enter into agreements, contracts, and arrangements with respect to such security transactions, and to execute, sign or endorse on behalf of the Entity such agreements and to affix the corporate seal on same.
I further certify that the authority thereby conferred is not inconsistent with the Charter or Bylaws of the Entity and that the Authorized Parties listed above are officers of the Entity as of the present date.
In Witness whereof, I have hereunto set my hand this $\qquad$ day of $\qquad$
$\qquad$ .

Signature of Secretary/Assistant Secretary
Date
Print Name of Secretary/Assistant Secretary

[^0] containing confidential information should be delivered to RBC WM via U.S. Mail or facsimile.

## CONTRACT

AGREEMENT, made this day of
2018 by and between the "Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944, (the "Village") and Christina Sun of BuoyantSea Swim, with an address of 615 East Gillette Drive, East Marion, NY, 11939 (the "Contractor") as follows:

WITNESSETH: That for and in consideration of the premises 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 labor, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as agreed and in accordance with the attached daily schedule, with the term of the contract to be from July 9, 2018 through September 30, 2018.
2. The consideration for this project is determined to be $\$ 30$ per hour, and reimbursement of supplies as deemed necessary and reasonable by the Village of Greenport, to be paid by the Village to Contractor in consideration of the Contractor satisfactorily performing this Contract, to be paid to Contractor upon Contractor's satisfactory completion of work and submission of required documentation.
3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.
4. The Contractor hereby guarantees all Contract Work including but not limited to all labor and materials, for a period of one year from the date of final payment.
5. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.
6. The Contractor 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, against whom the Village may have a reasonable objection.
7. The Contractor shall procure and maintain all required certifications and licenses necessary to perform the contracted work.
8. The Contractor shall procure and maintain insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:
a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract whether
performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.
b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.
c. Liability and Property Damage Insurance: Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: $\$ 250,000$ Aggregate $\$ 500,000$
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000
General Liability Insurance each occurrence: $\$ 1,000,000$ Aggregate $\$ 2,000,000$
d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the Work. The Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.
9. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the
Contractor or any of the Contractor's employees. Contractor or any of the Contractor's employees.
10. The Contract and Proposal constitute the entire agreement between the Village of Greenport 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<br>Hon. George W. Hubbard, Jr., Mayor

## (SEAL)

## CONTRACTOR

BY $\qquad$

TITLE
(CORPORATE SEAL)

## ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF $\qquad$ )
$\qquad$
COUNTY OF )

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 $\qquad$ that he is the of $\qquad$ the Corporation described in and 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 PRINCIPAL, IF PARTNERSHIP

STATE OF $\qquad$ )

## COUNTY )ss

COUNTY OF $\qquad$
On this $\qquad$ day of $\qquad$ 20 $\qquad$ before me personally appeared to me known and known to me to be one of the members of the Firm of described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deep of said Firm.
(SEAL)
Notary Public
$\qquad$ )
)ss:
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 foregoing instrument and he acknowledged to therein mentioned.
(SEAL)
Notary Public

# SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 118 (SUB-DIVISION AND MERGER OF LAND) OF THE VILLAGE OF GREENPORT CODE 

WHEREAS THE Village of Greenport intends to amend Chapter 118 of the Village of Greenport Code (Sub-Division and Merger of Land) to create regulations regarding the development and/or merger of lots in the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Chapter 118 (Sub-Division and Merger of Land) to create regulations regarding the development and/or merger of lots in the Village of Greenport; with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Chapter 118 (Sub-Division and Merger of Land) of the Village of Greenport Code to create regulations regarding the development and/or merger of lots in the Village of Greenport; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 118 (Sub-Division and Merger of Land) to create regulations regarding the development and/or merger of lots in the Village of Greenport is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 118 (Sub-Division and Merger of Land) to create regulations regarding the development and/or merger of lots in the Village of Greenport;

Will not have a significant negative impact on the environment in the action, and; Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage
problems, and;
Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

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

Will not result in the creation of a hazard to human health, and;
Will not result in a substantial change in land use, and;

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

Will not result in the creation of a material demand for other actions, and;
Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee
seconded by Trustee
this resolution is carried as follows:

Dated: April 19, 2018

LOCAL LAW NO. OF THE YEAR 2018
A LOCAL LAW AMENDING SECTION 118-15
OF THE GREENPORT VILLAGE CODE
REGARDING MERGER OF LOTS

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 118-15 Merger or combining of lots prohibited.
3.0 Severability.
1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 118-15 of the Greenport Village Code.
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 2018, 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 create regulations regarding the merger of lots in the Village of Greenport.

### 2.0 General Provisions.

2.1 Section 118-15 of the Greenport Village Code, is hereby amended to read as follows:
"118-15. Merging or combining of lots prohibited.
Owners of lots or an owner of lots in the Village of Greenport shall be prohibited from combining or merging two or more of those lots except that where a nonconforming lot is adjacent to a conforming lot and the nonconforming lot and conforming lot have the same owner, the owner may merge the nonconforming lot with the conforming lot with the prior approval of the Zoning Board of Appeals of the Village of Greenport. The criteria to be used by the Zoning Board of Appeals in the consideration of the application for approval of a merger shall be the same criteria as for an area variance and such other criteria as the Zoning Board of Appeals may determine to be relevant.

### 3.0 Severability

In the event that one or more provisions of this local law may be deemed to be invalid, the remaining portions of the local law shall remain in full force and effect.

# BOARD OF TRUSTEES 

 VILLAGE OF GREENPORTSEQRA RESOLUTION<br>WETLANDS PERMIT APPLICATION<br>OF STEPHEN BULL<br>24 Beach Road, Greenport, NY 11944<br>(SCTM \# 1001-03-03-06)

WHEREAS an application for a wetlands permit approval was filed by Stephen Bull as application with the Board of Trustees of the Village of Greenport; and

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

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

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

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

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

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

Will not result in the creation of a hazard to human health, and;
Will not result in a substantial change in land use, and;
Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;
Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant to two or more related actions, each of which is not significant but when reviewed together are significant; all of the above provided that certain conditions are met as follows:

The applicants must provide facilities to discharge pool water into the sanitary sewer;
The applicants are encouraged to provide landscaping that does not require the use of pesticides or fertilizers; and

The applicants must provide a 10 -foot, no-turf buffer at the rear of the property; and that it is therefore;

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

Upon motion by Trustee $\qquad$ / seconded by Trustee $\qquad$ this resolution is carried as follows:

Dated: April 26, 2018

# VILLAGE OF GREENPORT 

BOARD OF TRUSTEES
WETLANDS PERMIT APPLICATION OF STEPHEN BULL

24 Beach Road, Greenport, NY 11944
(SCTM \# 1001-03-03-06)

## FINDINGS, DETERMINATION AND DECISION

The matter of the application of Stephen Bull ("Applicant"), 24 Beach Road, Greenport, New York 11944, to the Board of Trustees of the Village of Greenport (the "Board") for a wetlands permit application to approve an existing $10^{\prime} \times 10^{\prime} \times 10^{\prime}$ shed on upland ground above NYSDECdesignated wetlands on the property at 24 Beach Road, Greenport.

The Board of Trustees accepted the application on October 20, 2017 and set a public hearing on the application for November 27, 2017.

The Board members in attendance at the public hearing and meeting on November 27, 2018 were Mayor Hubbard, Deputy Mayor Martilotta, and Trustees Phillips, Robins and Roberts.

The Board of Trustees accepted testimony from the Applicant and public comment on the application at the public hearing on November 27, 2017, and also subsequent meetings, and then closed the public hearing.

The public testimony included a submission by Arthur Tasker, a resident, which submission indicated that the Applicant and Mr. Tasker are already in litigation regarding the location of the shed, and that the shed is partially located on an easement owned by the Village.

The members of the Board duly reviewed and considered the testimony of the Applicant and the members of the public, the application and the materials submitted in support of the
application, before, during and after the public hearing, and the files and records of the Village with respect to the premises, and the Board does hereby find, determine and decide as follows:

## Findings

The subject premises is an improved lot that is located in the R-1 District. The premises is not located in the Greenport Village Historic District.

The property is located in a flood zone and is subject to the wetlands permit jurisdiction of the Board of Trustees of the Village of Greenport.

The Applicant Steven Bull is one of the owners of the premises.
The application is for a wetlands permit for an existing $10^{\prime}$ by $10^{\prime}$ shed that is an accessory use on the property on which it is located.

The Village of Greenport, prior to the Applicant's filing of the wetlands permit application, commenced an enforcement action against the Applicant in the Southold Town Justice Court for the violation of building a structure in a flood zone in the Village of Greenport without first obtaining a wetlands permit from the Board of Trustees.

The Board of Trustees is the proper agency to adopt lead agency status for purposes of SEQRA review in this matter and that the requested action on the application for an approval of the requested variances is an unlisted action for purposes of SEQRA.

There was no referral to the Suffolk County Department of Planning and/or the Town of Southold required by this application.
$\qquad$ made a motion for the Board of Trustees to adopt a resolution declaring lead agency status for purposes of SEQRA, for the Board of Trustees to type the consideration of the variance as an unlisted action for purposes of SEQRA with no negative impact on the
environment provided the conditions of this Findings and Determination are as follows. The motion was seconded by $\qquad$
In favor, $\qquad$ ,

Against: $\qquad$
$\qquad$ made a separate motion for the Board of Trustees to adopt a resolution to adopt a negative declaration.

Seconded by: $\qquad$
In favor $\qquad$
Against: $\qquad$
That there is a previously recorded easement on the Applicant's property that is owned by the Village of Greenport, and which contains language that reserves the easement for future use by the Village.

That based on a survey provided by the Applicant, the shed that is the subject of this application the existing shed constructed by the Applicant extents about 1.5 feet into the Village easement.

That the Applicant has agreed to resolve the pending Southold Justice Court to the satisfaction of the Village of Greenport.

That the Application has agreed to a condition of the approval whereby the Applicant will enter a Declaration to be recorded against the Applicant's property whereby the Applicant (1) acknowledges the existence of the Village easement; (2) acknowledges that the existing shed is located in the Village easement, and (3) agrees that if in the future the Village of Greenport wishes to use the easement, that the applicant on thirty days' notice by the Village, shall move the shed outside of the easement area.

## Determination

Motion to conditionally grant the wetlands permit application of Stephen Bull subject to:

1. Satisfactory resolution of the Southold Town Justice Court enforcement action; and
2. The execution and recording by the Applicant of a Declaration whereby the Applicant; (1) acknowledges the existence of the Village easement; (2) acknowledges that the existing shed is located in the Village easement, and (3) agrees that if in the future the Village of Greenport wishes to use the easement, that the applicant on thirty days' notice by the Village, shall move the shed outside of the easement area; and
3. Payment to the Village of Greenport by the Applicant of all required fees for a structure that is existing at the time of the wetlands permit application.

Motion: $\qquad$
Second: $\qquad$
In Favor: $\qquad$
Against: $\qquad$
Dated: April 26, 2018

Hon. George W. Hubbard, Jr., Mayor Board of Trustees<br>Village of Greenport<br>Suffolk County, New York

# BOARD OF TRUSTEES VILLAGE OF GREENPORT 

SEQRA RESOLUTION
WETLANDS PERMIT APPLICATION
VINCENT MATASSA
920 Sandy Beach Road, Greenport, NY 11944
(SCTM \# 1001-03-02-03)
WHEREAS an application for a wetlands permit approval was filed by Vincent Matassa with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and the applicant submitted a short form Environmental Assessment Form on April, 2013 for purposes of SEQRA, it is therefore;

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

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the proposed dolphin or dolphin to be located eighteen feet (18') northwest of the end of the platform will allow for much larger vessels in the shallow water at the end of the dock, which will have the potential for a negative impact on the environment due to disturbance of the water bottom and interference with marine life and vegetation, and that there will likely not be a significant negative impact on the environment from the approval of the permit application
provided the dolphins that are included in the application are not approved and/or are removed from the application, the approval of the wetlands permit application;

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

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

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

Will not result in the creation of a hazard to human health, and;
Will not result in a substantial change in land use, and;
Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;
Will not result in changes in two or more elements of the environment, each of which is not significant, but when reviewed together are significant two or more related actions, each of which is not significant but when reviewed together are significant; all of the above provided that certain conditions are met as follows:

The applicants must provide facilities to discharge pool water into the sanitary sewer; The applicants are encouraged to provide landscaping that does not require the use of
pesticides or fertilizers; and
The applicants must provide a 10 -foot, no-turf buffer at the rear of the property; and that it is therefore;

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

Motion by Trustee
Motion seconded by Trustee
In Favor $\qquad$
Against $\qquad$
Dated: April 26, 2018

# VILLAGE OF GREENPORT <br> BOARD OF TRUSTEES 

# WETLANDS PERMIT APPLICATION OF VINCENT MATASSA 

920 Sandy Beach Road, Greenport, NY 11944
(SCTM \# 1001-03-02-03)

## FINDINGS, DETERMINATION AND DECISION

The matter of the application of Vincent Matassa ("Applicant"), 920 Sandy Beach Road, Greenport, New York 11944, to the Board of Trustees of the Village of Greenport (the "Board") for a wetlands permit application for the reconstruction, extension and repair of an existing, legallyconstructed, functional open-pile pile pier up to four feet in width, install or replace ramp and float with associated float piling and dolphins.

The Applicant originally filed an application for a wetlands permit with the Village of Greenport on November 12, 2012 where the Applicant proposed to remove the existing dock and replace that dock with a pier that extended an additional eight feet ( 8 ') into the harbor with a ramp to a floating platform, and a dolphin which extended eighteen feet ( $18^{\prime}$ ) northwest past the end of the floating platform.

The Applicant submitted a Short Form Environmental Assessment Form on April 23, 2013.
On May 28, 2013 the Board set a date of June 24, 2013 for the public hearing on the Applicant's wetlands permit application and the public hearing was opened on that date.

The Board opened the public hearing on June 24, 2013 and discussed the application at the July 15, 2013 public work session of the Board of Trustees.

On July 22, 2013 the Board of Trustees adjourned the public hearing for the Applicant to obtain the required approvals from the other permitting agencies.

The Board then voted on November 24, 2014 to re-open the public hearing on December 22,2014 , and the public hearing was re-opened and continued on that date.

On January 22, 2015 the Board of Trustees adopted a resolution denying the application.
The Applicant then commenced a Court action against the Board in the Supreme Court of the State of New York, County of Suffolk, asking the Court to vacate the Board's denial of the application and to issue an order granting the application.

The Supreme Court of the State of New York, the Honorable William Rebolini presiding, issued a decision and order on July 1, 2017 in which the Court directed the Board of Trustees to grant the Applicant's application with respect to that portion of the application which seeks an eight foot (8') extension of the dock only, and remanded the application to the Board of Trustees for further deliberation and action on the other portions of the application.

The Applicant, by an April 3, 2018 letter by the Applicant's representative, Suffolk Environmental Consulting, Inc., requested that the Board take action on the application.

The Application came before the Board of Trustees for consideration and action on those portions of the application other than the eight-foot ( $8^{\prime}$ ) extension of the dock at the regular monthly public meeting of the Board of Trustees on April 26, 2018.

The members of the Board duly reviewed and considered the testimony of the Applicant and the members of the public, the Decision of the Court by the Honorable Justice William Rebolini, the application and the materials submitted in support of the application, before, during and after the public hearing, and the files and records of the Village with respect to the premises, and the Board does hereby find, determine and decide as follows:

## Findings

The subject premises is an improved lot that is located in the R-1 District. The premises is not located in the Greenport Village Historic District.

The property is located in a flood zone and is subject to the wetlands permit jurisdiction of the Board of Trustees of the Village of Greenport.

The Applicant Vincent Matassa is the owner of the premises.
The application is for a wetlands permit application for the reconstruction, extension and repair of an existing legally-constructed, functional open-pile pile pier up to four feet in width, install or replace ramp and float with associated float piling and dolphins.

The Board of Trustees is the proper agency to adopt lead agency status for purposes of SEQRA review in this matter and that the requested action on the application for an approval of the requested variances is an unlisted action for purposes of SEQRA.

There was no referral to the Suffolk County Department of Planning and the Town of Southold required by this application.
$\qquad$ made a motion for the Board of Trustees to adopt a resolution declaring lead agency status for purposes of SEQRA, for the Board of Trustees to type the consideration of the variance as an unlisted action for purposes of SEQRA.

The motion was seconded by $\qquad$ ,.

In favor, $\qquad$ ,

Against: $\qquad$
That the addition of one or more dolphins eighteen feet (18') to the northwest of the end of the platform allows for a significant increase in the size and draft of the vessels that can access the dock, that the dock even with the eight foot ( $8^{\prime}$ ) extension only reaches shallow water, and that
therefore the addition of the dolphins has the potential for a negative impact on the environment, and that therefore there will likely not be a significant negative impact on the environment provided that the dolphins are removed from the application, and that therefore a conditional negative declaration is adopted.

Motion to adopt a conditional negative declaration.
Motion was seconded by $\qquad$ ,.

In favor, $\qquad$ ,

Against: $\qquad$

## Determination

Motion to conditionally grant the wetlands permit application of Vincent Matassa, without the dolphin extension past the floating platform as depicted in the application.

Motion: $\qquad$
Second: $\qquad$
In Favor: $\qquad$
Against: $\qquad$
Dated: April 26, 2018

Hon. George W. Hubbard, Jr., Mayor
Board of Trustees
Village of Greenport
Suffolk County, New York


[^0]:    Please do not return this completed form to RBC WM via email as we cannot ensure the security of in-bound electronic messages. Documents

