VILLAGE OF GREENPORT
COUNTY OF SUFFOLK  STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York

January 24, 2019
7:00 P.M.

BEFORE:
GEORGE HUBBARD, JR. - MAYOR
JACK MARTILOTTA - DEPUTY MAYOR
MARY BESS PHILLIPS - TRUSTEE
JULIA ROBINS - TRUSTEE
DOUGLAS W. ROBERTS - TRUSTEE (Absent)

JOSEPH PROKOP - VILLAGE ATTORNEY
SYLVIA PIRILLO - VILLAGE CLERK
PAUL PALLAS - VILLAGE ADMINISTRATOR
ROBERT BRANDT - VILLAGE TREASURER
(The meeting was called to order at 7:00 p.m.)

MAYOR HUBBARD: Call the meeting to order.

Pledge to the flag.

(All stood for the Pledge of Allegiance.)

MAYOR HUBBARD: Please remain standing for a moment of silence for Charles Frazier Booth, Walter John Buchanan, and for an ex-classmate of mine, Peter Clark.

(All remained standing for a Moment of Silence.)

MAYOR HUBBARD: Thank you. You may be seated.

Okay. We've got a couple of announcements.

The Village Offices will be closed on February 18th in honor of Presidents' Day.

The Village General Election, to fill the open positions of Mayor and two Trustees, will be held on March 19th, 2019. Polls will be open from 6 a.m. through 9 p.m. at the Third Street Fire Station, Third and South Streets.

That's all I have for announcements.

We have a presentation from William Freitag of SaxBST, our Auditors. And come on up, Bill, and let's hear how we did the past year.

MR. FREITAG: Thank you very much. Thank
you for the opportunity to present here.

Again, my name is Bill Freitag. I'm a partner with BST, and we're going to go over the audit for the fiscal -- Village's fiscal year ended May 31st, 2018. And I will try to make this into the Reader's Digest version of a 57-page document.

Anyway, just a couple of background things related to the audit. BST was at the Village during the month of July to perform the Electric Funds audit, and that was mainly done during that time period, because you had a filing requirement of August 31st with the New York Power Authority with their regulatory reports.

We were also here at the Village in October to finish the rest of the Village audit, including the Village's single audit for their Federal program.

During the months of October and November, we worked with the Treasurer's Department to wrap up various items that were outstanding when we left in October.

The financial statements that you have in front of you were first issued in draft format to the Treasurer's Office on December 5th. After
their review, the Village's financial statements were formally issued on December 17th.

Safe to say that the New York Power Authority annual report, which is the regulatory report for your electric utility, was filed on time, by the August 31st deadline, and that is my understanding, it has already been reviewed by the Power Authority. And Robert was just telling me they were out here a couple of weeks here or so.

MR. BRANDT: He was out like four weeks ago, right.

MR. PALLAS: (Nodded yes)

MR. FREITAG: To do a financial review. And I think that went quite well. Very good.

The Village also has a filing requirement with the New York State Comptroller's Office for their annual update document, which is also called the AUD. That was on extension through October 31st, and it was filed on October 24th, in advance of the extension view date.

So as of this meeting, all the -- the Village has met all of its regulatory reporting requirements to both the New York Power Authority and the Office of the State Comptroller.

In addition to our audit, one of the other
things that we do for the Village is we summarize, from information that you provide us, all the various different fixed assets, capital improvements that the Village does, and we summarize those on an annual basis for you, and prepare all the depreciation calculations. So that was just -- in addition to the audit, that's the other thing that we do.

In regards to the audit, we performed both a financial audit of the Village and a compliance audit related to the Village's internal controls and its compliance with its Federal program.

At the end of our audit, we are required to issue you an opinion on your financial statements, which you can find on the page right after the table of contents. The Village was issued what's called an unqualified opinion. It's a clean opinion, and it's basically the highest level of assurance that you can get from a CPA firm that your financial statements are reported in accordance with generally accepted accounting principals.

As with most audits, as you go into any client, there are sometimes audit adjustments that are made, and we did make some adjustments to your
records. However, at the end of the day, the audit adjustments were fairly minimal, and we actually increased the Village's entity-wide fund balances by about $40,000. When you compare that to the total fund balance of the Village, it's actually -- that adjustment was two-tenths of 1%. So it was -- your accounting records, as you go through during the year, are in pretty good shape, and you can rely upon what you're getting on a monthly basis from the Treasurer's Department.

As a result of any audit, sometimes you come up with some management letter comments. We did issue one management letter comment. Robert and the Treasurer's Department is fully aware of it, and it basically talked about some year-end procedures that they should be doing to help them close up the year-end books a little bit better, a little bit quicker, and are a little bit more prepared to answer our questions during the audit. But other than that, that's a pretty benign comment, and they're all on board with doing that.

Okay. So as we get into the individual fund performance, we're going to talk about the four operating, major operating funds of the Village, the General Fund, the Electric Fund, the Water
Fund and the Sewer Fund. But globally, in regards to your financial statements, from a financial perspective, the Village had a very nice year in 2018's fiscal year, a very strong year. Things to build on for future performance. But, as I said, we'll go into each fund pretty quickly here in regards to a small synopsis of every fund's financial condition.

The financial statement that you have in front of you, which is a 57-page document, we're going to only talk about one -- maybe three pages in total here. You can certainly take a look at those at your leisure. But we're going to go -- we're going to start off with the three enterprise funds of the Village, which you can see on Page 18 of our financial statement. It's the Electric Fund, the Water Fund, and the Sewer Fund, and that's Page 18. And we're going to just briefly talk about Page 18 and also Page 17 as it relates to your three utilities.

The Electric Fund had a strong year in 2018. As you can see, from about a little bit south of the middle of the page, there's net a income number before capital contributions of $427,000. That basically is the -- is the net profit of the
electric utility in 2000 -- for 2018. It certainly appears that the rates that were put into place by the Power Authority 11 years ago has allowed the Electric Fund to fully stabilize its financial position, and it's allowed to make -- have the ability to reinvest in the operating plant.

So the electric utility in 2018 produced a net income of $427,000, and that was on about $3.7 million of electric revenue, which is the top line of this particular statement on Page 18. This net, this net income, when you look at it, how the Power Authority or any rate-making entity looks at your net profits, this -- the net profit that was generated by the electric utility as it relates to your investment in your plant was about 7.6%. That's a rate of return. The Power Authority currently prescribes a rate of return around 7 to 8%. So you were right in the middle of their range of where they want you to be. And as a matter of fact, your rate of return, when the rates were designed 11 years ago, was an 8 to 9% rate of return. So the rate of return has eroded somewhat since then, mainly because of increased costs over the last 11 years. But what that rate
of return has allowed you to do is to meet your operational needs on a daily basis, it allows you to invest into your plant, and it allows you to pay down your debt service on a go-forward basis.

Okay. So bringing that net income -- I'm going to stay with the Electric Fund real close. Just come back to Page 17, which is the balance sheet of the electric utility, and it's comprised of your assets, things that you own, your liabilities, things that you owe, and the very last section of the balance sheet is the net position, which is basically the net book value of the electric utility.

So, if we go to the top of the page in the -- in the asset side, your total cash balances sit at 3.1 million as of May 31st, 2018. Within that $3.1 million, 1.6 million is in a Depreciation Reserve Fund, which is to be used for future capital improvements, and that was all designed by the Power Authority's rates back in 2008. You also have a reserve of $389,000. That's put aside for the future payment of your transmission congestion charges. You have $133,000 in customer deposits. So what does that mean? It leaves you with about just short of a
million dollars of operating cash balances, which are to be used for your day-to-day operating expenses. When you calculate that to how long could you go in your -- with your operating cash as it relates to your normal expenses, you're sitting on about three months of operating cash, which is exactly where the Power Authority would like you to be. They like you at 90 days of operating cash balances at all times, just in case some extraordinary expenses come up.

Also, as it relates to the electric utility, your biggest asset is the value of your plant. The Electric Fund invested approximately $1.2 million in its plant during Fiscal Year '18. Majority of those improvements were made to the substation and the related equipment. Of that $1.2 million, $660,000 was paid for out of your depreciation reserve cash holdings, which is what that's used for, and another $540,000 was paid for out of your operating cash.

The Electric Fund surplus, which is also known as your fund balance, after making an $88,000 contribution to the Village's General Fund, totals $6 million at the end of May 2018, and that's at the very bottom of the Electric
Fund's column on Page 17, that net position, $5,900,000. So, basically, what that's saying is that life to date, your assets exceed your liabilities by $6 million, which is pretty much where the Power Authority wants you to be.

So, overall, the Electric Fund had a very strong year, had a very -- is sitting at a very strong financial position at May 31st, and, certainly, is able to meet its normal day-to-day operational needs. It allows it to invest in its plant, and also pay down its existing debt service. So that's the Electric Utility.

To a little shorter degree, we'll talk about the Water and the Sewer Fund. Back on to Page 18, the Water Fund generated a net income, which is -- you can see that on the third line from the bottom. It generated a $97,750 net income for the year. Gross revenues were $448,000, which is the very top line of the water fund's column. That meant that your gross revenues increased during Fiscal Year '18 over '17 by 5%, and that was all related to customer consumption, as there was no new rates that were put into place. So customer consumption for the year were up over the prior year by 5%.
Your operating expenses -- I'm sorry, your operating cash increased $119,000 as a result of your net operating income for the year. It stands at $892,000 at the end of May, as can be seen on Page 17 of the financial statement. That balance represents cash on hand of approximately 30 months, based upon your Fiscal 2018 operating expenses.

Now even though you have 30 months of operating cash on hand, that is not an extraordinary amount of cash, considering the capital improvements that could be necessary in a Water Fund. So the Water Fund, which struggled for a few years, is coming back to pretty good financial stability. And, also, in 2018, it put another $50,000 into its infrastructure, mostly in the regards to meters and vehicles.

The Water Fund, unlike the electric utility, the Water Fund has no long-term debt, so there's no bonds or BANs outstanding on the Water Fund.

Your fund balance in the Water Fund at the end of May 2018 is approximately $1.6 million, of which 822,000 of that million-six, about half, is unrestricted and available for future budgets. The remaining fund balance of $761,000 is actually
invested into your -- into the Water Fund's infrastructure and is not available for future budgets.

So, overall, for 2018, the Water Fund had a good year, and sits in a fairly strong financial position at the end of May 2018, and certainly better than it had over the last five or six years.

Going on to the next utility is the Sewer Fund, and we're going to again stay on Pages 17 and 18. On Page 18, you can see right -- third number from the bottom, the Sewer Fund reported a $27,000 operating loss for Fiscal Year 2018. However, one of the big expenses in the Sewer Fund is depreciation expense, which is a noncash expense. Still an expense, but a noncash expense. If you were to strip out the $287,000 of depreciation expense from this income statement, the Sewer Fund would have recognized a -- what we call a cash basis net income of about $260,000. So the Sewer Fund, although it had an operating loss, is generating positive cash from its rates.

The results in 2018, compared to the last few years, the Sewer Fund was operating at losses between 100,000 and $200,000 for quite a few
years. New rates were put into place, I believe in the Fall of 2017, which has obviously increased your revenue stream, and that has been pulling you out of the net loss, the significant net loss situation where you're sitting on almost a break-even. So the sewer rates that were put in place in the Fall of 2018 certainly appear to be working.

Your operating cash balances of about a million-six on Page 17, at the end of May 31st, your cash balances represent approximately 16 months of cash on hand based upon actual expenses in 2018. In addition to these operating cash balances, Sewer Fund also holds about $186,000 in restricted cash that's related to the unspent proceeds of the EFC loan that was taken out a few years ago, so we're still sitting on that cash.

Outstanding indebtedness, the Sewer Fund has a million-seven outstanding at the end of May, which most of that is made up in a 0% interest EFC loan of a million-five, and then you have also a bond that has an outstanding balance of $189,000 at the end of May. That EFC loan is a long-term loan and it's going to expire in 2043. So there's
a fairly large long-term payout on that at 0%
interest.
Your fund balance at May 31st, 2018, which
is on Page 17 at the bottom, totals $7.7 million,
of which 6.8 million of that 7.7 is invested in
the sewer plant, the infrastructure that's in the
ground. And the Sewer Fund has an unrestricted
fund balance of $723,000 at the end of May that
can be used to offset any future budget
situations.
So, again, the -- with the rate increase
going into place in the Fall of 2017, the Sewer
Fund is starting to gain traction. And my guess
is you will see with a little bit more on the
water consumption side, which is how your Sewer
Fund is built, my guess is that you'll start to
see positive net incomes over the next year or
two.
The last fund we're going to talk about is
your General Fund. That's the last of your four
major funds. The General Fund, which you can see
on Page 15, Page 15 and Page -- Page 15 is the
General Fund's income statement, Page 13 is the
balance sheet.
The General Fund, which also includes the
operations of the former Recreation Fund, so the Recreation Fund, as we all know, was folded into the General Fund probably four or five years ago, experienced an operating surplus of a million-three for Fiscal Year 2018.

One of the large items that allowed you to produce such a big surplus in 2018 was the receipt of the -- of the easement payment from LIPA, which was a little bit in excess of a million-three. So, basically, at the end of the day, without the easement proceeds, the General Fund broke -- basically, operated at the year at almost a break-even in terms of that.

Your actual revenues exceeded budgeted amounts by approximately $1.6 million, of which a million-three was the LIPA easement. As such, other General Fund revenues exceeded budget by $172,000.

Actual expenditures were less than budgeted amounts by approximately $300,000, with savings noted in several cross categories, including Public Safety, Home and Community Services and Employee Benefits. At the end of the day, your General Fund basically had a break-even. But when you adopted your original budget for Fiscal Year
2018, your original budget actually had a deficit, a budgeted deficit of about $370,000, which you use prior year's fund balances to balance the budget, but you did not need that. Your actual revenues and your actual expenses were a favorable variance to what you budgeted, which is a good thing, which allowed you not to go into former fund balances.

So what does that mean? At the end of the day, that you generated some cash during the year. The cash balances at the end of 2018 in your General Fund was $3.4 million. Two-and-a-half of that 3.4 is unrestricted. The other dollars, $857,000, is restricted for the payment of future debt, and also the purchase of certain fire equipment.

As far as debt is concerned, in the Electric Fund, the General Fund has about $2.7 million of outstanding bonds payable, and that includes the bonds that were previously owned by the Recreation Fund. Expiration dates of those bonds are between 2020 and 2042. And included in these balances is an $800,000 bond that was issued during the fiscal year that we audited in August of 2017.

Your fund balance of the General Fund at the
end of May 2018 totaled $5 million, of which 3.6
is restricted or earmarked, and it's restricted or
earmarked for future debt payments, capital
improvements, and also the Fire Department's
Length of Service Award Program. $1.4 million of
that fund balance is unrestricted and could be
used in future budgets. So, at the end of the
day, even absent the windfall of the easement
payment from the Power Authority, the General Fund
did have a -- did have a strong year in 2018.

In regards to some of the global aspects,
getting away from the individual funds, just a
couple of other items that we are required to
present to you, is that the Village's cash
deposits, so all the cash that was in the bank and
owned by the Village's various funds at the end of
May, were fully collateralized by either FDIC
insurance, or Government securities pledged by the
principal bank. So, basically, that's saying that
all the cash that was in the bank was covered,
insured or collateralized for you, so you were at
no risk of loss in terms of your deposits.

The total debt of the Village, all the
funds, all in, is $11.4 million, and that's made
up of bonds of 5.8 million, State loans to EFC,
$1 1/2 million. And another large debt that you have out there is what's called OPEB, it's Other Post-Employment Benefits, and basically what that is, is the liability that is owed to your current retirees for health insurance, or owed to your existing and current employees who are starting to earn that right to get that health insurance in their retirement years. And that liability, which is determined by your actuary, is about $4 million at the end of May 31st, 2018. But, again, that's a very long-term liability. It's as if the Village ended today, what would you own -- owe on that. But you pay on a pay-as-you-go basis for the premiums for those people who are earning that right, or are already retired, and, therefore, your pay-as-you-go is what the cash -- checks that you're going to write. But the accounting gurus make you put the long liability on the books.

The Village has, for Moody's, has an A -- Aa3 rating, which is a quite high rating from your bond agency. And, basically, that is saying that the Village operates in regards to -- in a very low credit risk to its outside creditors and securities, and that the Village is of high quality. And that's not only based upon your
financial position, but it's also based upon the geographic area and the economics of the area that you live in, so -- and Aa3 rating for Moody's for a local government is pretty good, so kudos on that.

Your Village debt limit, the way that's calculated, the Village has a debt limit of $31.8 million, not to say that you have that debt. Your debt with your bonds and your EFC loans is at $7.3 million. As compared to the 31.8 debt limit, you're only at 23% of the total debt limit that the Village can go out and bond for, so that's actually pretty low compared to other municipalities.

During 2018 -- basically, just two more items here. In 2018, the Village received about a million dollars of Federal financial assistance related to its Section 8 Housing Program, which you've had for many years. The revenue from the Federal Government has been about a million dollars every year. Because of that million dollars, any time you receive over $750,000 of Federal money, you're required to have an audit, because, in general, a Village is -- does not have an audit requirement. But once you meet certain
thresholds, especially with financial, Federal Financial Aid, it requires you to have an audit, and part of that audit is to -- also to take a look at that Federal program that you have and to make sure that you're in compliance with that Federal program. And as a result of our audit, you were in compliance with the Section 8 Housing Program.

The last two things to tell you is during the Fiscal Year 2018, the Village, in all of its funds, invested about $3.6 million in capital assets, infrastructure in your electric utility, your water utility, your sewer utility, and in the General Fund in terms of the DPW Department. Most of that, a lot of that was in the Fire Department equipment, roads, sidewalks, curb repairs, surfacing, various sewer equipment, Recreation Department upgrades, and the continued capital improvements to the Electric Department substation and your distribution system. So, in addition to your normal operating expenses, the Village invested another $3.6 million into total infrastructure, which is a quite nice number.

So, at the end of the day, that's a very brief synopsis of your 57-page document in front
of you. We certainly are available at any time to answer any questions. If you -- in the very first front of your financial statement that you have in front of you, there is a section there called Management's Discussion and Analysis, which is primarily put together by the Treasurer's Department, with us making sure that the information in there is complete and accurate. But if you didn't want to go through the financial statements, which are the balance sheets and the income statements, there's kind of like a little storybook in the front of the financial statements called Management's Discussion and Analysis, and it takes you through about six or seven pages of what did -- how did the Village do during the year, what did it do. There's some numbers in there and things like that, but it's more narrative. So that's probably, rather than getting involved in the back of the financial statements, that probably could give you a very good feel for what the Village did in 2018 by reading that Management's Discussion and Analysis. Again, that was mostly put together by the -- by the Treasurer's Office as a result of the audit. So that's pretty much what I have. Tried to
make the presentation of financial statements somewhat interesting. But, again, I think the Village had a nice year from a financial perspective. A lot of things have done well. I think your relationship with the New York Power Authority is probably the best it's been at this point in time. If we go back 10 or 12 years, there was a little bit of an adversarial type of relationship and -- but, boy, I tell you, since 2007, when the rates were put into place and you followed the capital improvement program, and have been very responsive to them and timely with your -- with your reporting to the Power Authority has really put you on really good footing with the Power Authority. And I think that's -- that's a good thing to have, just as your electric utility is a good thing to have.

So that's pretty much everything I have. I thank you again for the opportunity to get in front of you, and I appreciate everything you've done for us.

MAYOR HUBBARD: Okay.

MR. FREITAG: Okay?

MAYOR HUBBARD: Well, thank you very much for coming. Any questions for Bill?
TRUSTEE MARTILOTTA: No.
TRUSTEE PHILLIPS: No.
MAYOR HUBBARD: All right. Thank you very much.
TRUSTEE ROBINS: Thank you, Bill.
MR. FREITAG: Great. Thank you.
MAYOR HUBBARD: Okay, yup. Have a good evening.
MR. FREITAG: You, too.
MAYOR HUBBARD: Okay. We've got two Public Hearings. The first one is proposed amendment of Section 132-54A, Schedule XVI, time -- Limited Time Parking of the Village of Greenport Code. This pertains to the MTA parking lot off of Fourth Street, between Fourth and Third Street down at the transportation hub. It's been noticed and everything else, so I'll open it up to the public. If anybody would like to address the Board on this topic, come on up, state your name and address for the record, and we'd love to hear from you.
TREASURER BRANDT: I have a lot to say. No.
MAYOR HUBBARD: Thank you.
(Laughter)
MR. BRANDT: Have a good evening.
TRUSTEE ROBINS: Take care, Robert.
Mayor Hubbard: Take care.

MR. FREITAG: Thank you.

Mayor Hubbard: Take care, Bill. Thank you.

MR. SALADINO: John Saladino, Sixth Street.

I don't -- I'm in favor of the effort that you're making to do this. And I don't -- I didn't expect you to put it into the Local Law, but could you share with the public how you plan on enforcing the parking, the timed parking, four days?

Mayor Hubbard: Yeah.

MR. SALADINO: How does that happen?

Mayor Hubbard: Well, it's going to be with the Code Enforcement going down there and see what car is there on Monday, go back on Wednesday and see if the same cars are still in the same spots and everything else, and just try to do it that way.

It's not going to be as easy as other places to do it, because we don't have somebody that's down there monitoring it, and it's very detached from Village Hall. But that's the basic plan, is, you know, see who's there on Monday, and then 48 hours is up or -- is it 48?

MR. PALLAS: Seventy-two.

CLERK PIRILLO: Seventy-two.
TRUSTEE PHILLIPS: Seventy-two.

MAYOR HUBBARD: Seventy-two. At the end of 72 hours, you know, you put a mark by the tires, take a snapshot with your phone, whatever, and see if the cars are still there.

And, hopefully signs will be a deterrent and stop people from doing it, and we don't have to write a whole lot of tickets if people know about it. So it's going to be public information, let them know. And that's our plan right now, but we'll see how well that works out.

MR. SALADINO: Okay. So, basically, it's going to be like the honor system. You're kind of hoping that the signs work?

MAYOR HUBBARD: Well, no, we'll go down there.

MR. SALADINO: If I pulled into a -- if I pulled into a parking space -- and, again, I'm not opposed to this --

MAYOR HUBBARD: Yeah.

MR. SALADINO: -- I'm in favor of this. I'm just -- I'm just concerned about how it's going to be enforced. If I pulled into a parking space and I took the bus and I -- or the train and I came back that night, and the next day I happened to
pull into the same parking space, and I did that for four consecutive days, and am I going to find a ticket on my window?

MAYOR HUBBARD: Right. Well, that's the same like they mark the tires downtown for the timed parking. So if they marked the tire and take a picture of what cars are there, your car, I doubt you'd pull back in the next day with yellow marks to mark -- to line up again.

MR. SALADINO: Unless if it rains.

MAYOR HUBBARD: Well, of course.

MR. SALADINO: You know.

(Laughter)

MAYOR HUBBARD: There's exceptions to everything, but that is -- that's our -- that's the plan that we have in place for this right now, and if we need to modify that, we will.

MR. SALADINO: And the other thing I have about the MTA parking lot, did you've ever decide how many spaces, or if they have any, that the Jitney would be entitled to with their contract with the Village?

MAYOR HUBBARD: I don't believe there's any that --

MR. PALLAS: There's none.
MR. SALADINO: They're not entitled?

MAYOR HUBBARD: There's none that are designated just for them.

MR. SALADINO: So no problem?

MAYOR HUBBARD: Right.

MR. PALLAS: There's nothing designated just for them.

MR. SALADINO: So it's -- so the contract with the Village is just a matter of being able to load and discharge?

MAYOR HUBBARD: Load and discharge, yes.

ADMINISTRATOR PALLAS: Correct.

MR. SALADINO: Thank you.

MAYOR HUBBARD: Any other comments?

MR. MC MAHON: Somebody parked across the street in front of a driveway, they're blocking somebody in, it's a green Prius.

MAYOR HUBBARD: Oh. Thank you.

MS. WADE: Actually, first, congratulations on doing such a great financial job, and thank you.

MAYOR HUBBARD: Just name and address for the --

MS. WADE: Randy Wade, Sixth Street.

MAYOR HUBBARD: Okay. Just so she has --
MS. WADE: Sure, sure. And so 72 hours could be any 72 hours of the week; is that correct?

MAYOR HUBBARD: Seventy-two consecutive hours, yes.

MS. WADE: Because this may be a rumor, and without a study it would be hard to tell, but I heard that people drive out from the City and park in the lot and then walk onto the ferry, and then they use -- you know, from Shelter Island, they'll use it as their parking lot for the weekend, and 72 hours would be perfect for that. And it seems like the only time we really have a parking shortage is not Monday through Friday, but it's on the weekend. So I would highly recommend that we consider something that generates turnover on the weekend.

I suggested this before, that there be street sweeping at some time, like Saturday 2 to 4 a.m., something like that, so that it wouldn't jeopardize having Village shoppers or customers, you know, being able to park there.

MAYOR HUBBARD: Okay.

MS. WADE: So thank you.

MAYOR HUBBARD: Thank you.
MS. WADE: Oh, and on an unrelated issue, can I speak, or is it only about parking?

MAYOR HUBBARD: This is just the public hearing. You'll have a chance to speak on any topic later on.

MS. WADE: Yeah. Thank you so much.

MAYOR HUBBARD: Okay. Thank you.

MS. WADE: Is there any chance this is going to be modified, or you're going to be voting on it tonight?

MAYOR HUBBARD: On what?

MS. WADE: The parking for 72 hours.

MAYOR HUBBARD: No, we won't be voting on that. Normally, we have a public hearing, we discuss it at our work session, and vote on it the following month.

MS. WADE: Thank you so much.

MAYOR HUBBARD: You're welcome, yup.

Anybody else wish to address this topic?

MR. BULL: Stephen Bull, 24 Sandy Beach.

I didn't expect this subject to come up tonight, but I do use that parking lot, and I leave my vehicle there for sometimes a week or two weeks. Are we talking about the one -- which are the two parking lots? Are we talking about the
one that's between the railroad tracks and, say, City Hall, or are we talking about the one on the opposite side of the railroad tracks where the Jitney comes in?

MAYOR HUBBARD: The south side of the tracks, south side by the turntable, that parking lot.

MR. BULL: Okay. So I don't know, but I have seen other people. I think some of them may be from Greenport who are using that, say, during the week. They put their vehicles out there during the week and then they come and they pick them up at the end of the week. That's sort of how I do it.

So this would mean that in a practical sense, that if we were to have limited parking there, limited to -- I would need then to park on one of the other streets in Greenport, you know, in the neighborhood. So that I would then be taking up some frontage in front of some other people who had a private home as the only other way to avoid getting ticketed.

I think this is an interesting issue, and I think it's an important issue, but I think there are some other people, perhaps, as well as myself,
who would find a way around this. We would be
forced to find a way around this. Perhaps there
could be another -- stickers, so we would have
paid parking there. For instance, there is now,
if you have a bicycle, there's a paid locker for
your bicycle. So would that be something else
that you could think about in terms of that?

I have never seen it when there was not a
chance to get a parking space, so I'm not sure
what the issue is, anyway.

MAYOR HUBBARD: Okay. It's getting more and
more crowded. If you go down there, actually I
was down there today --

MR. BULL: Uh-huh.

MAYOR HUBBARD: -- and the last row farthest
to the west there was room. The other first four
rows were completely full.

MR. BULL: Right.

MAYOR HUBBARD: And it's that way almost all
the time now.

MR. BULL: I've noticed that, too.

MAYOR HUBBARD: And there's cars that are,
you know, being parked there and sitting there all
week when somebody goes away, or whatever, and if
you wanted to come down and take the bus, you've
got to park at the far end or some other place.
So we're trying to just get some turnover in
the parking, so some of the cars -- we've seen
vehicles that have sat down there for two months
at a time and are never moved --
MR. BULL: Yeah.
MAYOR HUBBARD: -- and we're trying to stop
that, you know.
MR. BULL: I've seen some food trucks that
were there for a while --
MAYOR HUBBARD: Well, then --
MR. BULL: -- for example.
MAYOR HUBBARD: There's been a landscape
trailer that's been parked down there. There's
other ones that sit there for weeks on end. Some
are even there for months, and we're trying to
make that so that those cars have to be turned
over.
MR. BULL: Okay. Well, just those are my
thoughts.
MAYOR HUBBARD: Okay. Thank you. Anybody
else wish to address the Board on this topic?
MS. ALLEN: Chatty Allen, Third Street. I
like the idea that you're trying to solve an issue
there. I don't understand why someone would need
to leave their car there that long. You're taking
the train for a week or more, or the bus, have
someone drop you off.

I go past that lot on a daily basis, and
yes, I agree, it does fill up and it fills up
fast, and you do see the same vehicles there for a
long period of time.

I like Randy's idea. And I know this was
discussed before, that you put on that you have
the street cleaning between "X" and "X" every
evening, because that was back when it was going
to be a 24-hour. You know, so people know, okay,
I can't leave it here for days at a time.

I'm personally against parking stickers,
because that defeats the purpose of having open
spaces to be able to park. You know, just like
it's been brought up, people want anyone living in
the downtown area, which includes myself, to have
basically their own personal parking spot. We
don't have enough spaces, and you guys are trying
to open up areas and keep the cars circulating.

The 72 hours, I don't have a problem with
that. And I really appreciate you guys pushing
this, especially before we get the crunch time.
So thank you.
MAYOR HUBBARD: Okay.

MR. MC MAHON: Hello.

MAYOR HUBBARD: Hello.

MR. MC MAHON: My name is Devin McMahon, 133 Central Avenue, Greenport.

I don't have strong opinions one way or another as to whether or not you put a time limit on that particular lot. I would ask if you do pursue any of the avenues that are revenue-generating, that that money be specifically earmarked in a fund to address parking issues. Any -- and I would extend that comment to any parking violations or any consideration. I would ask you to consider the idea of any parking violations within the Village of Greenport or any permits that are issued, anything to that extent be specifically earmarked for a fund that can address the parking issues in a long-term way, whether it be a parking garage, or however -- you know, whatever, whatever it might be, whatever the long-term solution is, whether it's simply paying for an outside consultant to come in and help us figure out ways and generate new ideas. That's all. Thank you.

MAYOR HUBBARD: Okay. Thank you.
MR. TASKER: Good evening. Arthur Tasker, from Beach Street in Greenport.

Picking up from Mr. Saladino's concerns over enforcement in general, and Mr. Bull's comments about the fact that there are people who park for quite extended periods of time, as far as enforcement is concerned, at the end of 72 hours, does the clock start running again? In other words, 72 hours you get a violation, another 72 hours you get another violation, if you've been there six days. Because you can potentially see that if you're only getting a single violation, you could leave your food truck or your landscape truck there for the entire winter for one seven -- for one violation of the first 72 hours. So you need to consider that in your enforcement scheme as to whether or not you're going to get repeat violations, as you do on the streets of New York.

Thank you.

MAYOR HUBBARD: Thank you. Okay. Anybody else?

(No Response)

MAYOR HUBBARD: All right. I'll offer a motion to close the public hearing.

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

We'll close that. We'll discuss that at our work session next month.

All right. The second public hearing is the Wetlands Permit Application of Costello Marine -- of Costello Marine Charters on behalf of Research Charters, Inc. for property at 204 Carpenter Street. It's a bulkhead, repair three sections of bulkhead in front and one new section of bulkhead. It's been noticed. I have the whole application here. John, do you want to talk about the CAC recommendations, or I could just say it?

MR. SALADINO: I don't think we had any, except for the time limit to the permit.

MAYOR HUBBARD: Yeah, time -- all right.
Well, yeah, the CAC recommended a time limit on -- of two years on the permit, and also to know where
the fill comes from that -- when they backfill the
bulkhead, was one of their recommendations.

MR. PALLAS: Yes.

MAYOR HUBBARD: So that will be something
that will be passed on to the applicant to tell us
where the fill is coming from that's going in the
back.

MR. PALLAS: Yes.

MAYOR HUBBARD: Okay? We'll open up the
public hearing. If anybody would like to discuss
or comment on that, come to the podium. Your name
and address. Yeah, go ahead, Jack. Good evening,
Jack.

MR. COSTELLO: Good evening. Jack Costello,
Washington Avenue. I'm just here to answer any
questions. The fill will be coming from an upland
source, probably Calverton.

MAYOR HUBBARD: Okay.

MR. COSTELLO: And is it general -- a
general thing to have the two-year limit on the
permits?

TRUSTEE PHILLIPS: That was going to be my
question to you, Jack, is how long do you think
that project is going to take? It's rather --
it's an extensive bulkhead.
MR. COSTELLO: Well, it's a big monetary thing for the client also --

TRUSTEE PHILLIPS: Yeah, I -- yeah.

MR. COSTELLO: -- to come up with that much money in, you know, that amount of time. So I would request that limit was extended to, you know, like four years. The DEC permit's five years.

TRUSTEE PHILLIPS: Right.

MAYOR HUBBARD: Okay.

MR. COSTELLO: So if we could, you know, match that or get closer to that, that would probably make it a little bit more palatable on the customer. That way they wouldn't have to be forced to undertake it all at once.

MAYOR HUBBARD: Right. Okay. We had implemented the two-year limit on it, because going back a couple of years ago, we had permits that were issued 10, 15 years before, people never did the work, and so we started doing that. Now could we just put a two-year permit with a two-year extension on it as --

MR. PALLAS: I don't think the --

TRUSTEE PHILLIPS: There isn't anything in the --
1 MAYOR HUBBARD: I just --
2 ADMINISTRATOR PALLAS: I would ask the CAC, but I don't think there'll be any objection to it.
3 MAYOR HUBBARD: Right, okay. Well, just to give them the time frame, or, I mean, instead of having to go through the whole process of reapplying again. That's why if we just said it's got a two-year limit on it with a two-year extension, if needed.
4 TRUSTEE PHILLIPS: But my question is, is I don't think we have that written in the code. I think that's just something we've done as practice; am I correct?
5 MAYOR HUBBARD: Correct.
6 TRUSTEE PHILLIPS: Joe?
7 MR. PROKOP: It's not in the code, but I think it's something the Board can do.
8 TRUSTEE PHILLIPS: We can make the decision on our own to extend it if -- if the CAC had -- makes a recommendation. But I think that we can, as a Board, if we -- can suggest that the permit be longer than the two years. I mean, we've done that as a general practice, but I think we could do that if -- when it gets to the discussion when we get to work session.
MAYOR HUBBARD: Yeah, that's fine.

TRUSTEE PHILLIPS: Okay.

MAYOR HUBBARD: Yeah.

MR. COSTELLO: Two with a two-year extension is fine, I mean, that's fair.

TRUSTEE PHILLIPS: Okay.


Any other questions for the contractor, for Jack?

(No Response)

MAYOR HUBBARD: No?

TRUSTEE MARTILOTTA: No.

TRUSTEE MARTILOTTA: All right.

MR. COSTELLO: Thank you

MAYOR HUBBARD: Thank you. Anybody else wish to discuss this topic?

(No Response)

MAYOR HUBBARD: All right. I'll offer a motion to close the public hearing.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.
We will discuss that, and just put a note for the time limit, so we remember that for next month. Thank you.

Okay. The third wetlands permit application has been postponed, the applicant pulled it back.
So, at this point, we'll open it up to the public to address the Board on any topic.

MS. GORDON: Dinni Gordon, 152 Sixth Street.
I have a little statement here, and I wanted to be precise, so I've written it out, so I will read it.

I am speaking this evening to introduce what I hope will be a serious discussion on the Board and among Greenport residents about the need for a certified Building Inspector. For more than a year the Village has been without a municipal officer who, in addition to making the inspections required by state and local law, could oversee land-use planning and zoning functions. As a taxpayer, I understand the reluctance to spend the money to hire a qualified professional, but as my grandfather would have said, I think a decision not to do so is penny-wise and pound-foolish.
And I'm interested that this very evening we've had such a good report on the financial situation of the Village, so I think you should keep that in mind as I'm making this request.

Before I give you my reasons for this opinion, I should say that I am not representing the Zoning Board of Appeals, on which I sit. I know, however, that at least some of my colleagues agree with my basic position. I also want to stress that my opinion on this matter should in no way be taken as a criticism of the work done by the Village Building Clerk and Code Enforcement Officer. They do their jobs well and are undoubtedly capable of professional development under the supervision of an experienced and committed Building Inspector.

Managing the physical development of Greenport is not an uncomplicated set of tasks. Many structures are old, some are in disrepair and lacking modern safety protections. A high rate of vacant housing, 31% recorded in the 2010 census, primarily houses used for recreation or vacations, adds complexity to code enforcement and fire prevention. Irregular and undersized residential lots make the jobs of the Planning and Zoning...
Appeals Boards more demanding. Surely a dedicated approach to these issues is necessary.

Consider the implications for Greenport of recently-enacted local laws. With the passage of legislation requiring rental permits and limiting short-term rentals, code enforcement becomes a bigger job, requiring more staff time and greater supervisory attention. It also takes on additional importance. If these laws are not enforced with a combination of vigor, consistency and fairness, they will not be viewed as legitimate. That, in turn, may undermine the overall authority of the Village Administration.

We are all aware that we live in a community with a thriving tourist economy. But as people come to visit, they sometimes want to stay. Census estimates show the population creeping up slightly every year since 2010, until 2017. I looked at it a couple of days ago. And tourists may become investors. The Village is growing, and as it grows it will attract different kinds of residents with different housing needs and demands. Professional guidance for the daily decisions that are made regarding land and property is an important part of taking advantage
Finally, I must point to the experience of our closest neighbors. Although the New York State Village Law does not mention a Building Inspector, the Town Law does, and the Town of Southold, of which we are a part, has two named Building Inspectors and a staff of nine. It seems reasonable to view a Greenport Building Inspector with the same powers and responsibilities as in Southold as an essential aspect of our view, one that I share, that Greenport Village is the jewel of the town.

So thank you very much for thinking about this. I've made a copy for each Board Member, which I will hand out.

MAYOR HUBBARD: Okay. Thank you. Okay.

Anybody else wish to address the Board on any topic?

MS. WADE: First -- Randy Wade, resident of Sixth Street -- I second everything that Dinni said, and that was brilliantly spoken and explained.

And secondly, I'd like to invite everybody here, and you are always welcome as honored guests, to -- we're forming a Greenport Community
Association. We had one meeting that was very
tenously attended, and we had over 40
people there, 37 that were legitimately, you know,
probably potential members. And our next meeting,
for those who couldn't make Saturday, will be this
coming Wednesday at 6 p.m. at the Greenport
Library.

And then the second, with a new program,
inviting Mary Eisenstein, who founded the
Mattituck Community Association, or Civic
Association, and is now a Southold Town Planning
Board member. She will come and give a little
talk, and then we will break out into more
discussion groups. So you're all very welcome.
Thank you.

MAYOR HUBBARD: Thank you. Anybody else
wish to address the Board?

MR. TASKER: Arthur Tasker, again, Beach
Street in Greenport.

I just wanted to say that I completely
support my colleague's remarks, Ms. Gordon's
remarks about the need for a consolidated Building
Department, if you will, or personnel whose
responsibility is exclusively taking care of those
dimensions that she mentioned, because it's only
going to become more and more intense in terms of the need for that. And, at the same time, as it is essentially a shared responsibility among a number of different individuals in the Village Government at quite different levels, in fact, the responsibility in their official capacity, they're going to get pulled into additional things, as Ms. Gordon pointed out, and their attention is only going to be further divided. So I think that some concerted responsibility for building matters in the Village of Greenport is a very important thing to consider, particularly in light of the budget situation, as also Ms. Gordon mentioned. Thank you.

MAYOR HUBBARD: Okay. Anybody else?

MS. ALLEN: Chatty Allen, Third Street. I want to bring up the parking on Adams Street between First and Main Street. I know it's in the code for 30 minutes. If you're trying to do laundry, 30 minutes isn't enough time. And if you're a bonehead like I was the other day, doing it and you spill your coffee cup on your newly washed clothes, even an hour wouldn't have helped.

But what I did notice that day is there's no handicapped parking right by the laundromat. All
of the handicapped is down at the opposite end of that bank of parking. And one of the girls that works in there said there was one day there was an elderly gentleman with a walker, he double-parked, because he needed to go in. The Police Officer saw it, and, you know, was kind enough to go in and say, "Who belongs to that vehicle? Can we help? You know, it can't stay there." And that's when I started looking and went there's really nothing right there for someone that's handicapped, everything is at the opposite end. And as someone with disabilities, it's hard enough for me, you know, going across the street or walking the block with it. So maybe, possibly, thinking about putting a handicapped spot.

And I know you would have to hold a public hearing, but I think if you do from First Street to Meyer's -- sorry, Whiskey Wind, dating myself, and make those banks an hour, and then from Whiskey Wind to Main Street, leave that, you know, the 30 minutes. But especially in the summertime, you know, trying to get in there. I mean, I try and get up at the crack of dawn and get there before anyone's in town, you know. But if, you know, you're trying to go in there, 30 minutes,
you know, you have to keep moving and then hope someone else pulls out so you can pull back in. You know, just something to think about before you start putting 30 minutes on all of the things there.

Kudos on the brand new water machines, Mr. Pallas, love 'em. They're a lot more user friendly. It holds the bottle in place. You don't have to sit there and jiggle them, get -- lose half your water. Very nice.

And I had -- just had a comment, because I use Fifth Street a lot of times on my school run to turn around, instead of doing a huge, you know, block loop. And do those Mobi-Mats, that Mobi-Mat that was put down, is that supposed to come up in the winter? I don't remember if I heard that or not.

CLERK PIRILLO: Yes.

MAYOR HUBBARD: The one on the beach?

MS. ALLEN: Yeah, that goes on into the beach.

MAYOR HUBBARD: That was picked up.

CLERK PIRILLO: It was picked up.

TRUSTEE PHILLIPS: They're picked up.

MS. ALLEN: Is it allowed to stay all winter
TRUSTEE ROBINS: I think they're removed. Did you see them?

TRUSTEE MARTILOTTA: The asphalt?

TRUSTEE PHILLIPS: She wants to know if they can stay in the winter.

MS. ALLEN: The one -- the one that has -- where it has the handicapped sticker on it?

TRUSTEE MARTILOTTA: That's asphalt.

TRUSTEE PHILLIPS: Yeah.

MS. ALLEN: No, it's still there. As of this morning, it was still there.

TRUSTEE ROBINS: The mat is there?

MS. ALLEN: I'm -- if I'm thinking of the right thing.

TRUSTEE PHILLIPS: That's asphalt.

MS. ALLEN: Or is there asphalt before you get to the mat?

TRUSTEE MARTILOTTA: Yeah, that's asphalt.

TRUSTEE ROBINS: That's asphalt.

MR. PALLAS: The asphalt is there, yeah. So the mat is --

MS. ALLEN: Okay. I thought that was part of the mat.

MR. PALLAS: No.
CLERK PIRILLO: No.

MS. ALLEN: That's why I -- that's why I just wanted to make sure --

ADMINISTRATOR PALLAS: No.

MS. ALLEN: -- you know, before it gets too bad, if --

TRUSTEE PHILLIPS: No. The Mobi-Mat --

MS. ALLEN: All right. So that's the asphalt part of it.

MR. PALLAS: Yeah.

MS. ALLEN: Okay. That was my confusion, because the kids were looking at it, and I thought, I don't know if that has to come up or not. So I just figured I would bring that up.

MAYOR HUBBARD: The mats were in the sand farther out onto the beach.

TRUSTEE ROBINS: That's the path for the mats.

MAYOR HUBBARD: And that was taken up.

MS. ALLEN: Oh, okay. I thought that was part of it. So I never actually, you know, was down there to see the whole thing, so okay.

MAYOR HUBBARD: Okay.

MS. ALLEN: And thank you.

MAYOR HUBBARD: Thank you. Anybody else
wish to address the Board?

(No Response)

MAYOR HUBBARD: Okay. At this point, we'll move on to our regular agenda. I'll ask Trustee Robins to -- no, excuse me. I'll read the first one.

RESOLUTION #01-2019-1, RESOLUTION adopting the January, 2019 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

Now Trustee Robins.

TRUSTEE ROBINS: RESOLUTION #01-2019-2, RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second

MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: (RESOLUTION #01-2019-3)

RESOLUTION accepting the application for membership of Elias Zamayar to the Standard Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 19th, 2018. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #01-2019-4,

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed? (No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-5, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4076, to fund the Clark Street project, and directing that Budget Amendment #4076 be included as part of the formal meeting minutes for the January 24th, 2019 regular meeting of the Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: (RESOLUTION #01-2019-6)
RESOLUTION authorizing Treasurer Brandt to perform
the attached Budget Transfer #4077, to fund the
capital repairs for the Sewer Department, and
directing Budget Transfer #4077 be included as
part of the formal meeting minutes for the
January 24th, 2019 regular meeting of the Board of
Trustees. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #01-2019-7,
RESOLUTION authorizing the Village of Greenport to
add the outstanding water and sewer balances in arrears to the Village of Greenport 2019 tax bill for the respective property, per calculations to be completed by, on, or before April 30th, 2019.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-8, Election -- RESOLUTION ratifying the attendance of Deputy Clerk Oddon at the NYCOM Election Workshop on January 10th, 2019 in Ronkonkoma, New York; at a workshop fee of $50, and including all applicable travel and mileage reimbursements in accordance with the Village of Greenport Travel Policy, to be expensed from Account A.1450.400 (Election Contractual Services). So moved.

TRUSTEE MARTILOTTA: Second.

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: (RESOLUTION #1-2019-9)

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

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

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

TRUSTEE PHILLIPS: Second.

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

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

TRUSTEE PHILLIPS: RESOLUTION #01-2019-10,
RESOLUTION allowing the Clerk's Office to appoint
two alternate Election Inspectors for the Village
Election on March 19th, 2019 as follows:
Marion L. Latney and
Lydia A. Wells.
So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

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

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-11,
RESOLUTION setting the 2019 Village of Greenport
property tax lien sale for March 12th, 2019 at 10:00 a.m. and directing Clerk Pirillo to notice the tax lien sale accordingly. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #01-2019-12, RESOLUTION scheduling a public hearing for 7:00 p.m. on Thursday, February 28th, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, to raise the existing building above the base flood elevation plus 2' of freeboard or more, with the work including the replacement of the existing foundation with a wood frame and 26 new helical piles and -- whoa -- and floor frame with 26 new
helical piles supported floor; and directing Clerk Pirillo to notice the public hearing accordingly.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: I almost didn't get that out.

TRUSTEE PHILLIPS: RESOLUTION #01-2019-13, RESOLUTION approving the Public Assembly Permit Application submitted by the Star Hose Company of the Greenport Fire Department for the use of the Polo Grounds at Moore's Lane from 5 p.m. through 11p.m. from May 23rd, 2019 through May 26, 2019 for the annual Carnival fundraiser, with a fireworks display scheduled for May 26 (sic) (25), 2019 with a rain date of May 26, 2019. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #01-2019-14,
RESOLUTION approving the Public Assembly Permit Application submitted by Floyd Memorial Library for the use of a portion of Mitchell Park from 4 p.m. through 9 p.m. on July 16th, 2019 for the annual Children's and Family's Brady Rhymer Concert. So moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #01-2019-15,
RESOLUTION awarding the contract for the delivery
of No. 2 heating oil to Burt's Reliable - the
lowest bidder - at a bid price of eleven cents
($0.11) per gallon over rack price, per the bid
opening on January 8, 2019; and authorizing Mayor
Hubbard to sign the contract between the Village
of Greenport and Burt's Reliable. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #01-2019-16,
RESOLUTION awarding the contract for the delivery
of diesel fuel to Burt's Reliable - the lowest
bidder - at a bid price of eleven cents ($0.11)
per gallon over rack price, per the bid opening on
January 8th, 2019; and authorizing Mayor Hubbard
to sign the contract between the Village of
Greenport and Burt's Reliable. So moved.

TRUSTEE ROBINS: Second.

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-17,
RESOLUTION awarding the contract for the delivery
of unleaded 87 octane gasoline to Demarest Holding
Company (sic) (Corporation) d/b/a Hands Fuel
Company - the sole bidder - at a bid price of
fifteen cents ($0.15) per gallon over rack price,
per the bid opening on January 8th, 2019; and
authorizing Mayor Hubbard to sign the contract
between the Village of Greenport and Demarest
Holding Company (sic) (Corporation) d/b/a Hands
Fuel. So moved.

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

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #01-2019-18,

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

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #01-2019-19,

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

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-20, RESOLUTION approving participation by the Village of Greenport in the New York State Volunteer Cancer Benefit Program "Option 1: Basic Plan" for the Village of Greenport Fire Department, at an estimated annual premium of $2,027.48; and authorizing Mayor Hubbard to sign the corresponding Application and Participation Agreement. So moved.

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

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #01-2019-21, RESOLUTION accepting the resignation of Derryl Baumer as Engineering Aide for the Village of Greenport, effective January 29th, 2019; per the resignation letter received on January 15th, 2019. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #01-2019-22, RESOLUTION rescinding attached Resolution.
#12-2018-29 from the December 28th (sic) (27th), 2018 Regular Meeting of the Board of Trustees. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #01-2019-23, RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Vineyard View, LLC regarding the connection by Vineyard View, LLC of a sanitary sewage system on its property, to the Greenport Village Municipal Sewer System; and authorizing Mayor Hubbard to sign the Sanitary Sewage Agreement between the Village of Greenport and Vineyard View, LLC. So moved

TRUSTEE MARTILOTTA: Second

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #01-2019-24,
RESOLUTION approving all checks per the Voucher
Summary Report dated January 22nd, 2019, in the
total amount of $493,188.77 consisting of:
 o All regular checks in the amount of
   $423,432.79, and
 o All prepaid checks (including wire
   transfers) in the amount of $69,755.98. So moved
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
Okay. That concludes our business --
TRUSTEE MARTILOTTA: So that's it.
MAYOR HUBBARD: -- for this evening. I want to thank everybody for coming. And I'll offer a motion to adjourn at 8:10 p.m.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. Have a good evening. Thank you.

(The meeting was adjourned at 8:10 p.m.)
CERTIFICATION

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 January 24, 2019.

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

IN WITNESS WHEREOF, I have hereunto set my
hand this 1st day of February, 2019.

Lucia Braaten

Lucia Braaten
| # | 68:12 | $427,000 [p] - 7:24, 8.9 |
|   | $448,000 [p] - 11:18 |
|   | $493,188.77 [n] - 68:10 |
| $5,900,000 [t] - 11:2 |
| 50 [t] - 56:19 |
| 50,000 [t] - 12:16 |
| 540,000 [t] - 10:19 |
| 660,000 [t] - 10:17 |
| 69,755.98 [t] - 68:14 |
| $723,000 [t] - 15:8 |
| $750,000 [t] - 20:22 |
| $761,000 [t] - 12:25 |
| $800,000 [t] - 17:23 |
| $857,000 [t] - 17:14 |
| $88,000 [t] - 10:23 |
| $892,000 [t] - 12:4 |
| $95,000.00 [t] - 64:25 |
| $97,750 [t] - 11:17 |
| '17 [t] - 11:21 |
| '18 [p] - 10:14, 11:21 |
| 'em [t] - 49:7 |
| 0% [p] - 14:21, 15:1 |
| 0 [t] - 57:17 |
| 13 [t] - 57:17 |
| $133,000 [t] - 9:24 |
| $172,000 [t] - 16:18 |
| $186,000 [t] - 14:15 |
| $189,000 [t] - 14:23 |
| $190,000 [t] - 64:24 |
| $2,027.48 [t] - 65:21 |
| $200,000 [t] - 13:25 |
| $260,000 [t] - 13:20 |
| $27,000 [t] - 13:13 |
| $287,000 [t] - 13:17 |
| $300,000 [t] - 16:20 |
| $370,000 [t] - 17:2 |
| $389,000 [t] - 9:21 |
| $40,000 [t] - 6:4 |
| $423,432.79 [t] - 1 |
| 2 [p] - 29:19, 59:22, 62:1 |
| 2.7 [t] - 17:18 |
| 2000 [t] - 8:1 |
| 2007 [t] - 23:10 |
| 2008 [t] - 9:21 |
| 2012 [t] - 43:21, 44:18 |
| 2017 [p] - 14:2, 15:12, 17:24, 44:18 |
| 2018's [t] - 7:4 |
| 10:00 [t] - 59:2 |
| 10th [t] - 56:18 |
| 11 [t] - 8:3, 8:22, 8:25 |
| 11.4 [t] - 18:24 |
| 1194 [t] - 59:17 |
| 11p.m [t] - 60:20 |
| 12 [p] - 23:7, 64:25 |
| 12th [t] - 59:1 |
| 13 [t] - 15:23 |
| 132-54A [t] - 24:12 |
| 133 [t] - 35:5 |
| 15 [t] - 24:2, 61:12 |
| 15 [t] - 61:12 |
| 15 [t] - 14:14 |
| 15h [t] - 66:13 |
| 16 [t] - 14:12 |
| 16 [t] - 54:2, 61:12 |
| 17 [t] - 7:19, 9:7, 11:1, 12:5, 13:10, 14:10, 15:4 |
| 17 [t] - 4:2, 65:2 |
| 18 [t] - 7:15, 7:18, 7:19, 8:11, 11:14, 13:11 |
| 18 [t] - 1:21 |
| 19 [t] - 2:18, 53:13, 57:11, 58:11 |
| 1st [t] - 70:18 |
| 10 [t] - 19:9, 29:20, 61:12 |
| 40 [t] - 46:2 |

Flynn Stenography & Transcription Service
(631) 727-1107
Flynn Stenography & Transcription Service
(631) 727-1107
 Flynn Stenography & Transcription Service
(631) 727-1107
<table>
<thead>
<tr>
<th>S</th>
<th>25.15, 25.22, 26.4, 26.11, 34.6, 36.11, 50.3, 51.22</th>
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<td>[t] - 4.3</td>
</tr>
<tr>
<td>safety</td>
<td>[t] - 43.20</td>
</tr>
<tr>
<td>Safety</td>
<td>[t] - 16.22</td>
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<tr>
<td>Saladin</td>
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<td>saladino's</td>
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<tr>
<td>sale</td>
<td>[t] - 59.1, 59.3</td>
</tr>
<tr>
<td>sand</td>
<td>[t] - 51.15</td>
</tr>
<tr>
<td>Sandy</td>
<td>[t] - 30.20, 59.20</td>
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<td>Sanitary</td>
<td>[t] - 67.14, 67.20</td>
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<tr>
<td>sanitary</td>
<td>[t] - 67.17</td>
</tr>
<tr>
<td>sat</td>
<td>[t] - 33.4</td>
</tr>
<tr>
<td>Saturday</td>
<td>[t] - 29.19, 46.5</td>
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<tr>
<td>savings</td>
<td>[t] - 16.20</td>
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<tr>
<td>saw</td>
<td>[t] - 48.6</td>
</tr>
<tr>
<td>SaxBST</td>
<td>[t] - 2.23</td>
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<tr>
<td>Schedule</td>
<td>[t] - 24.12</td>
</tr>
<tr>
<td>scheduled</td>
<td>[t] - 60.22</td>
</tr>
<tr>
<td>scheduling</td>
<td>[t] - 59.14</td>
</tr>
<tr>
<td>scheme</td>
<td>[t] - 36.16</td>
</tr>
<tr>
<td>school</td>
<td>[t] - 49.12</td>
</tr>
<tr>
<td>seated</td>
<td>[t] - 2.12</td>
</tr>
<tr>
<td>second</td>
<td>[t] - 36.25, 37.1, 37.12, 41.19, 45.20, 46.8, 52.9, 52.24, 53.15, 54.7, 54.23, 55.15, 56.6, 56.24, 57.24, 58.15, 59.4, 60.4, 60.24, 61.15, 62.7, 62.24, 63.19, 64.11, 65.7, 65.25, 66.15, 67.4, 67.23, 68.15, 69.4</td>
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<tr>
<td>secondly</td>
<td>[t] - 45.23</td>
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<td>Section</td>
<td>[t] - 20.18, 21.7, 24.12</td>
</tr>
<tr>
<td>section</td>
<td>[t] - 9.11, 22.4, 37.17</td>
</tr>
<tr>
<td>sections</td>
<td>[t] - 37.16</td>
</tr>
<tr>
<td>securities</td>
<td>[t] - 18.18, 19.24</td>
</tr>
<tr>
<td>see</td>
<td>[t] - 7.15, 7.22, 11.16, 13.11, 15.14, 15.17, 15.21, 25.13,</td>
</tr>
</tbody>
</table>
January 23, 2019

LOCAL LAW NO. OF THE YEAR 2019

AMENDING SECTION 132-54A SCHEDULE XVI LIMITED TIME PARKING
AND SECTION 132-37(B) PENALTIES
OF THE GREENPORT VILLAGE CODE

TO SET A LIMITED TIME FOR PARKING IN THE MTA PARKING LOT

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-54A

2.2 Rescission of Section 132-37(B)

3.0 Severability

1.1 Title.

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

1.2 Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

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

2.0 General Provisions.

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

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Sides</th>
<th>Time Limit</th>
<th>Hours</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth Street</td>
<td>Parking Lot</td>
<td>72 Hours</td>
<td>All Times</td>
<td>MTA Parking Lot</td>
</tr>
</tbody>
</table>

2.2 Rescission of Section 132-37(B)

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

3.0 Severability

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

**VILLAGE OF GREENPORT**

**Year:** 2019  
**Trans No:** 4076  
**Status:** Batch  
**Period:** 1  
**User Ref:** STEPHEN

**Description:** TO APPROPRIATE RESERVES TO FUND THE CLARK STREET REPAIR PROJECT  
**Approved:**  
**Created by:** STEPHEN  
**Trans Date:** 01/09/2019  
**Account # Order:** No  
**Print Parent Account:** No  
**Created Date:** 01/09/2019

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-5990</td>
<td>APPROPRIATED FUND BALANCE</td>
<td>17,850.00</td>
</tr>
<tr>
<td>G-8120.202</td>
<td>MAJOR SEWER MAIN REPAIR,</td>
<td>17,850.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Amount:</strong></td>
<td><strong>35,700.00</strong></td>
</tr>
</tbody>
</table>
# VILLAGE OF GREENPORT

## Budget Adjustment Form

**Year:** 2019  
**Trans No:** 4077  
**Period:** 1  
**User Ref:** ROBERT  
**Status:** Batch  
**Trans Date:** 01/09/2019  
**Created by:** ROBERT  
**Approved:**  
**Description:** TO FUND CAPITAL REPAIRS FOR THE SEWER DEPARTMENT  
**Account # Order:** No  
**Print Parent Account:** No

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.8130.200</td>
<td>PUMP STATION EQUIPMENT..</td>
<td>2,500.00</td>
</tr>
<tr>
<td>G.8120.202</td>
<td>MAJOR SEWER MAIN REPAIR..</td>
<td>200.00</td>
</tr>
<tr>
<td>G.8130.202</td>
<td>TRTMNT PLANT MISC EQUIPMENT..</td>
<td>1,350.00</td>
</tr>
<tr>
<td>G.8120.401</td>
<td>EQUIPMENT REPAIR..</td>
<td>2,955.00</td>
</tr>
<tr>
<td>G.8130.202</td>
<td>TRTMNT PLANT MISC EQUIPMENT..</td>
<td>1,015.00</td>
</tr>
<tr>
<td>G.8110.700</td>
<td>INTEREST ON LTD..</td>
<td>-7,660.00</td>
</tr>
</tbody>
</table>

**Total Amount:** 0.00
| Service                        | Per ½ day | Per Full Day | Nights
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$300</td>
<td>$600</td>
<td>$50</td>
</tr>
<tr>
<td>Backhoe with operator</td>
<td>$500</td>
<td>$1,000.00</td>
<td>$100</td>
</tr>
<tr>
<td>Bulldozer with operator</td>
<td>$500</td>
<td>$1,000.00</td>
<td>$100</td>
</tr>
<tr>
<td>Dump Truck with operator</td>
<td>$250</td>
<td>$500</td>
<td>$65</td>
</tr>
<tr>
<td>Materials and Disposals</td>
<td></td>
<td></td>
<td>$25%</td>
</tr>
</tbody>
</table>

1. Please indicate number of laborers available __2__

2. Invoices from suppliers are required before payment will be authorized.

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

Authorized Signature: Please type or print name and title:
Name: Stanley F. Skrezejc
Signature: [Signature]
Title: Owner/Operator
Date: 1/7/2019
New York State Volunteer Firefighter Cancer Benefit Program
Proposal for Coverage

Effective Date: January 1, 2019
Anniversary Date: January 1

Fire Entity Name: Village of Greenport
Insurer: Hartford Life and Accident Insurance Company

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

There are two coverage components for both plans required by GML 205 - CC effective January 1, 2019:
1) Lump Sum Cancer Benefit and Death Benefit
2) Long-Term Disability

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

Option 1: Basic Plan

<table>
<thead>
<tr>
<th>Component 1: Lump Sum Cancer Benefit and Death Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Rate per firefighter: $9.875</td>
</tr>
<tr>
<td>Maximum Benefit per diagnosis: $6,250 (less severe forms of cancer)</td>
</tr>
<tr>
<td>Death Benefit per firefighter: $25,000 (severe forms of cancer)</td>
</tr>
<tr>
<td>Death Benefit per firefighter: $50,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component 2: Long-Term Disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Rate per firefighter: $3.122</td>
</tr>
<tr>
<td>Monthly Benefit per firefighter: $1,500</td>
</tr>
</tbody>
</table>

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

Option 2: Enhanced Plan

<table>
<thead>
<tr>
<th>Component 1: Lump Sum Cancer Benefit and Death Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Rate per firefighter: $12.951</td>
</tr>
<tr>
<td>Maximum Benefit per diagnosis: $6,250 (less severe forms of cancer)</td>
</tr>
<tr>
<td>Death Benefit per firefighter: $25,000 (severe forms of cancer)</td>
</tr>
<tr>
<td>Death Benefit per firefighter: $50,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component 2: Long-Term Disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Rate per firefighter: $3.635</td>
</tr>
<tr>
<td>Monthly Benefit per firefighter: $1,500</td>
</tr>
</tbody>
</table>

Option 2 Estimated Annual Premium for Firefighters: $2,587.39

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).
1/2/2019
New York State Volunteer Firefighter Cancer Benefit Program

APPLICATION AND PARTICIPATION AGREEMENT

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

CERTIFICATION OF ELIGIBILITY

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

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

1) five or more years of faithful and actual service in the protection of life and property from;

2) successfully passed a physical examination prior to the commencement of duties as an interior firefighter, which failed to reveal evidence of any Cancer; and

3) has submitted or is able to submit proof of five years of interior firefighting service by providing verification that he/she has passed at least five yearly certified mask fitting tests as set forth in 29 CFR 1910.134 or the current National Fire Protection Association Standards for Mask Fit Testing.

This definition does not include any firefighter who is provided paid firefighter benefits under the New York State Volunteer Firefighter Enhanced Cancer Disability Benefits Act.
Desired Coverage Plan (See Attached Proposal for Estimated Annual Premiums)

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

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

Authority Having Jurisdiction

Date

APPLICATION AND PARTICIPATION AGREEMENT

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

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

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

Name of Entity

Signature

Date

Print Name

Title

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

☐ Agent Certifies He/She holds a current NYS Insurance Life and Health Insurance License
☐ Agent Certifies He/She holds at least $1,000,000/$3,000,000 in Errors and Omissions Coverage
<table>
<thead>
<tr>
<th>Name of Fire Department:</th>
<th>Year: 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Last Name</td>
</tr>
<tr>
<td>Date of entry to fire department (mm/dd/yyyy)</td>
<td></td>
</tr>
<tr>
<td>Firefighter had a variable physical prior to commencement of service (Y/N)</td>
<td></td>
</tr>
<tr>
<td>Firefighter has passed at least 5 annual Fit Tests (Y/N)</td>
<td></td>
</tr>
<tr>
<td>Current Active Volunteer Firefighter (Y/N)</td>
<td></td>
</tr>
<tr>
<td>Indoor Firefighter (Y/N)</td>
<td></td>
</tr>
<tr>
<td>Census Verified by:</td>
<td>Signature</td>
</tr>
</tbody>
</table>
VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, DECEMBER 27, 2018 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

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

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

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

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

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

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

Dated: December 27, 2018

Sylvia Lazzari Pirillo, RMC
Village Clerk
SANITARY SEWAGE AGREEMENT

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

WITNESSETH

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

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

WHEREAS, said Owner, at its sole cost and expense, shall construct on its premises a complete sanitary sewage system (the “System”), including sewage mains, and sewage collection lift stations on portions of the property to be shown on an engineering report prepared for the Owner and furnished to the Village for approval by its engineer, provided that the Force Main will be made of a two inch (2”) diameter ductile iron pipe, for which plans and specifications may, with the prior approval of the Village, be amended from time to time during
January 22, 2019

the course of construction; and

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

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

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

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

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

SECOND: All engineering and construction necessary for the installation of the System, as well as from the connection at the Owner’s property, across and along County Road 48, to the Village’s existing sewage main, located in Greenport, New York, shall be at the sole cost and expense of the Owner and it shall be the responsibility of the Owner to perform and construct same. The foregoing shall be referred to as the “Work”, which shall be designed and
January 22, 2019

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

THIRD:

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

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

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

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

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

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

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

FIFTH: The Village reserves the right to expand its sewer collection system via the
installation of gravity mains at the termination of the force main installed by the Owner. The gravity mains, if installed by the Village, would be at the sole cost and expense of the Village.

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

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

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

NINTH:

A. Upon the completion of the Project, and the occupancy of any of the individual units constructed therein, or the community building, the Village shall charge the Owner the
January 22, 2019.

sewer rates consistent with similarly situated facilities.

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

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

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

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

VILLAGE OF GREENPORT

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

VINEYARD VIEW, LLC
[need signature block]

By: ____________________________
January 22, 2019

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

On this ______ day of ______________, 20 __, before me, the undersigned, personally came ___________, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

_________________________________________
     Notary Public

STATE OF NEW YORK  )
 ) ss:
COUNTY OF ____________

On this ______ day of ______________, 20 __, before me, the undersigned, personally came ___________, to me known, who, being by me duly sworn, did depose and say that s/he is the ________________ of __________________, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

_________________________________________
     Notary Public