

April 26, 2018 at 7:00 PM Mayor and Board of Trustees – Regular Meeting Third Street Firehouse Greenport, NY 11944

236 Third Street Greenport NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

VILLAGE ADMINISTRATOR

PAUL J. PALLAS, P.E. EXT. 219

CLERK

SYLVIA PIRILLO, RMC EXT. 206

> TREASURER ROBERT BRANDT EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

William F. Pittorino

ANNOUNCEMENTS

- The annual John May Mile event at Peconic Landing, to benefit the Greenport Fire Department, will be held on May 12th.
- The Business Improvement District annual Mom-a-Thon will be held on May 12th and 13th.
- The Greenport Fire Department Carnival will be held from May 24th through May 28th, with fireworks scheduled for May 26th.

PRESENTATION

· East End Tourism Alliance

PUBLIC HEARINGS

- Proposed amendment to Chapter 65 (Fire Prevention and Building Construction) of the Village of Greenport Code
- Proposed amendment to Chapter 44 (Assemblies, Mass Public) of the Village of Greenport Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 04-2018-1

RESOLUTION adopting the April 2018 agenda as printed.

RESOLUTION # 04-2018-2

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

VILLAGE ADMINISTRATOR

RESOLUTION # 04-2018-3

RESOLUTION ratifying the hiring of Edward Meier as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$11.00 per hour, effective April 2, 2018.

RESOLUTION # 04-2018-4

RESOLUTION ratifying the hiring of Mathew Mortillo as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$11.00 per hour, effective April 5, 2018.

RESOLUTION # 04-2018-5

RESOLUTION ratifying the hiring of Stephen Venuti as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$11.00 per hour, effective April 9, 2018.

RESOLUTION # 04-2018-6

RESOLUTION accepting the proposal as submitted by H2M, dated January 3, 2018 to prepare the Annual Water Supply Statement / Consumer Confidence Report, and the corresponding supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, at a total cost of \$ 2,000.00; to be expensed from account F.8310.413 (Special Services).

RESOLUTION # 04-2018-7

RESOLUTION approving a waiver of the docking fees in the Mitchell Park Marina from June 14, 2018 through June 17, 2018 for the non-profit, educational vessel Amistad, as sponsored by the Friends of Mitchell Park.

RESOLUTION # 04-2018-8

RESOLUTION approving the attached Change Orders, authorizing Mayor Hubbard to execute the Change Orders, and authorizing the payment of the attached Change Orders in the amount of \$37,482.00, to the contract between the Village of Greenport and Emcor Services for the completion of the Cooling Water Tower Project at the Village of Greenport Municipal Power Plant.

RESOLUTION # 04-2018-9

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

RESOLUTION # 04-2018-10

RESOLUTION approving a two-month extension of the agreement between the Village of Greenport and Haugland Energy Group, LLC for the temporary use by Haugland Energy Group, LLC of specific Village of Greenport property, at a license agreement fee payment by Haugland Energy Group, LLC of \$5,000.00 per month to the Village of Greenport, beginning on April 1, 2018.

RESOLUTION # 04-2018-11

RESOLUTION approving a rider to the agreement between the Metropolitan Transit Authority and the Suffolk County Water Authority, granting permission to the Metropolitan Transportation Authority to use Village of Greenport property to access and maintain equipment on the Village of Greenport communication site at Moore's Lane under which the Suffolk County Water Authority will share its rental proceeds with the Village of Greenport on an equal basis.

RESOLUTION # 04-2018-12

RESOLUTION authorizing the attendance of Village Administrator Pallas at the NYAPP Legislative Meetings in Albany, New York on May 1, 2018 and May 2, 2018 with a room rate of \$209.00, plus all applicable meal and travel costs not to exceed \$ 300, to be expensed from account number E.0782.000 (Management Services).

RESOLUTION # 04-2018-13

RESOLUTION amending Resolution #03-2018-10 from the March 22, 2018 regular meeting of the Board of Trustees, to correct the current hourly wage rate for Clerk to the Boards Kristina Lingg, to be \$16.80 per hour (from \$15.30 per hour.)

VILLAGE TREASURER

RESOLUTION # 04-2018-14

RESOLUTION authorizing Mayor Hubbard to execute the attached Shared Services Intermunicipal Agreement between the County of Suffolk and the Village of Greenport.

RESOLUTION # 04-2018-15

RESOLUTION approving the attached Municipal Advisor Services agreement between the Village of Greenport and Munistat Services Inc. in the amount of \$ 3,500.00, to be expensed from account A.1325.433 (Bond Counsel/Financial Advisor), and authorizing Mayor Hubbard to sign the Municipal Advisor Services Agreement between the Village of Greenport and Munistat Services Inc.

RESOLUTION # 04-2018-16

RESOLUTION adopting the Fiscal Year 2018/2019 Tentative Budget as proposed.

RESOLUTION # 04-2018-17

RESOLUTION approving the attached resolution amending a Bond Resolution dated May 25, 2017, which authorized the issuance of \$800,000 in bonds of the Village of Greenport, Suffolk County, New York to pay the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, to increase the estimated maximum cost stated in that prior resolution to \$1,225,000, and to include \$125,000 received through a grant from the State of New York and \$300,000 in authorized reserves of the Village to pay for the increased costs.

RESOLUTION # 04-2018-18

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3805, to fund the installation of the polymer floor in the Light Plant basement, and directing that Budget Transfer # 3805 be included as part of the formal meeting minutes for the April 26, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 04-2018-19

RESOLUTION approving the attached Management Agreement between the Village of Greenport and the Village of Greenport Housing Authority for the management of the premises 278 Second Street, Greenport, New York, 11944; and authorizing Mayor Hubbard to sign the Management Agreement between the Village of Greenport and the Village of Greenport Housing Authority.

VILLAGE CLERK

RESOLUTION # 04-2018-20

RESOLUTION approving the Public Assembly Permit Application submitted by the Long Island Metropolitan Lacrosse Foundation to use the parking area at the Polo Grounds on Moore's Lane from 7:00 a.m. through 7:00 p.m. on August 4, 2018 and August 5, 2018 for the annual Lacrosse Tournament. Approval of this application is predicated upon the applicant providing attendants to direct the parking of vehicles on Moore's Lane for spectators and participants.

RESOLUTION # 04-2018-21

RESOLUTION approving the Public Assembly Permit Application submitted by John Tramontana, on behalf of Playing at Will (the Greenport High School Shakespeare Club) to use a portion of Mitchell Park from 11:00 a.m. through 4:00 p.m. on June 2, 2018 for a dramatic performance. The approval further includes the use of a portion of Mitchell Park for two or three corresponding rehearsals during the week of May 28, 2018; with the permit fee to be waived.

RESOLUTION # 04-2018-22

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

RESOLUTION # 04-2018-23

RESOLUTION approving the request of Eastern Long Island Hospital to close Main Street from Bay Avenue to the southern terminus at Claudio's Circle, and to close Front Street from Main Street west to First Street, on June 9, 2018 from 9:00 a.m. through 11:30 a.m. for the Seventh Annual North Fork Waiter Race.

RESOLUTION # 04-2018-24

RESOLUTION authorizing the attendance of any interested Trustee, Manager or staff member at the SCVOA Municipal Training session on May 9, 2018 from 5:30 p.m. through 9:30 p.m. in Riverhead, New York with the \$ 65 session fee and corresponding mileage cost to be expensed from the applicable account numbers.

RESOLUTION # 04-2018-25

RESOLUTION appointing two Election Inspectors, one of which will serve as Chairperson, for the Village Special Election on August 14, 2018; as follows:

- Jerilyn B. Woodhouse, as Chairperson and
- o Diana Whitsit as Election Inspector.

The Inspector is to be paid \$ 11 per hour and the Chairperson of the Inspectors is to be paid \$ 12 per hour, to be expensed from account A.1450.100 (Election Personnel Services).

RESOLUTION # 04-2018-26

RESOLUTION appointing two alternate Election Inspectors for the Village Special Election on August 14, 2018; as follows:

- o Diana B. Primm and
- o Jay McKasty.

The alternate Election Inspectors are to be paid \$ 11 per hour, to be expensed from account A.1450.100 (Election Personnel Services).

RESOLUTION # 04-2018-27

RESOLUTION authorizing Mayor Hubbard to sign the attached Certification of Investment Powers agreement from RBC Wealth Management, regarding the investment of monies pertaining to the Length of Service Award Program for the Village of Greenport Fire Department.

RESOLUTION # 04-2018-28

RESOLUTION awarding the contract for the removal of specified Village trees and tree stumps, the grinding of the tree stumps, and the pruning of specified Village trees to Johnson Tree Company, the sole bidder, per the bid opening on April 5, 2018 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Johnson Tree Company.

RESOLUTION # 04-2018-29

RESOLUTION approving the attached contract between the Village of Greenport and BuoyantSea for the provision of swim lessons at Fifth Street Beach at a cost of \$ 30 per hour beginning on July 9, 2018; and ending on September 30, 2018 and authorizing Mayor Hubbard to sign the attached contract between the Village of Greenport and BuoyantSea.

RESOLUTION # 04-2018-30

RESOLUTION awarding the contracts for the painting of the fourteen (14) Village of Greenport inner scenic panels to the following artists, per the recommendation of the Village of Greenport Carousel Committee, at a payment of \$ 1,250 per inner scenic panel, and authorizing Mayor Hubbard to sign the contracts between the Village of Greenport and the following artists:

- W.A. Dodge
- Scott Hewitt
- Enid Hatton
- o Jada Rowland, and
- o Cliff Miller.

The number of inner scenic panels painted by each artist will be determined via a random drawing.

RESOLUTION # 04-2018-31

RESOLUTION scheduling a public hearing for 7:00 p.m. on May 24, 2018 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic) Section 57, Schedule XIX (Handicapped Parking Spaces) of the Village of Greenport Code to add a handicapped parking spot at the Holy Trinity Church on 768 Main Street, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 04-2018-32

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

RESOLUTION # 04-2018-33

RESOLUTION adopting Local Law # _____ of 2018, amending Village of Greenport Code 118 (Sub-Division and Merger of Land) creating regulations regarding the development and/or merger of lots in the Village of Greenport.

RESOLUTION # 04-2018-34

RESOLUTION approving an increase in the hourly wage rate for Deborah McLoughlin, from \$ 19.48 to \$ 20.98 per hour, effective May 2, 2018; owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9(a) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

VILLAGE ATTORNEY

RESOLUTION # 04-2018-35

RESOLUTION approving a Tolling Agreement between AT&T Services, Inc. and the Village of Greenport, and authorizing Mayor Hubbard to sign the Tolling Agreement between the Village of Greenport and AT&T Services, Inc.

RESOLUTION # 04-2018-36

RESOLUTION authorizing the Village Attorney to request that the attorney for the seller-owner of 415 Sixth Street send to the Village a proposed agreement for the purchase of that property by the Village.

RESOLUTION # 04-2018-37

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

RESOLUTION # 04-2018-38

RESOLUTION conditionally approving the Matassa wetlands permit application in accordance with the attached Findings and Determinations.

RESOLUTION # 04-2018-39

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

RESOLUTION # 04-2018-40

RESOLUTION conditionally approving the Wetlands Permit Application of Stephen Bull, in accordance with the attached Findings and Determinations.

VILLAGE TRUSTEES

RESOLUTION # 04-2018-41

RESOLUTION approving the road closures of Main Street at Adams Street and Front Street at First Street, from 12:00 noon until 1:00 p.m. on June 3, 2018 for a parade in conjunction with the approved Somas Uno event in Mitchell Park.

RESOLUTION # 04-2018-42

RESOLUTION scheduling a public hearing for 7:00 p.m. on May 24, 2018 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 43 (Schedule V: Stop Intersections) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 04-2018-43

RESOLUTION approving a Village of Greenport sponsored Soccer Clinic, and further approving an agreement between the Village of Greenport and Rafael Morais as Soccer Clinic Coordinator, with the payment of \$ 2,000 to Rafael Morais to be contingent upon the receipt of registration fees of a minimum of \$ 2,000; for Soccer Clinic dates of June 25 through June 29, 2018 from 5:30 p.m. through 6:30 p.m. each day, at the Polo Grounds on Moores Lane.

VOUCHER SUMMARY

RESOLUTION # 04-2018-44

RESOLUTION approving all checks per the Voucher Summary Report dated April 20, 2018, in the total amount of \$ 642,785.04 consisting of:

- o All regular checks in the amount of \$ 499,461.01, and
- All prepaid checks (including wire transfers) in the amount of \$ 143,324.03.



February 23, 2018

Re: Replace Triple Duty Valves

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

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

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

\$3,749.00 plus applicable sales tax



Exclusions

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

Twenty Five percent (25%) is due upon acceptance

In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

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

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

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

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

Very Truly Yours,	APPROVED AND	ACCEPTED
EMCOR Services New York / New Jersey		
Herman van Vliet	<u></u>	
Vice President	Signature	Date
	Print Name	Date



August 1, 2017

Re: Relocate Existing Oil Storage Tank

We are pleased to submit the following proposal for the above referenced project. Our scope

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

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

\$4,267.00 plus applicable sales tax



Exclusions

- Overtime Hours
- Temporary Heating & Cooling
- Permits
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Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

Very Truly Yours, EMCOR Services New York / New Jersey	APPROVED AN	D ACCEPTED
Herman van Vliet Vice President	Signature	Date
	Print Name	Date



July 24, 2017

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

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

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

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

\$2,385.00 plus applicable sales tax



Exclusions

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

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

Very Truly Yours, EMCOR Services New York / New Jersey	APPROVED AND ACCEPTED	
Herman van Vliet Vice President	Signature	Date
	Print Name	Date



September 27, 2017

Re: Rewire of (3) HOA Switches

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

 The existing wiring that is feeding the (3) three HOA switches have insulation that is compromised. The insulation is cracked and not covering the wires properly. This is causing an unsafe situation. The voltage of the cables are 277/480 3 phase and we are proposing to replace them. The existing feeders will be removed and new wires will be installed in their place

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

\$4,523.00 plus applicable sales tax



Exclusions

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

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

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

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

Vice President	Signature	Date
Herman van Vliet		
EMCOR Services New York / New Jersey		
Very Truly Yours,	APPROVED AND ACCEPTED	



January 26, 2018

Re: Reroute Oil Supply Line for Center Generator

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

 Using material supplied by the Village of Greenport, re-route 2" PVC Water Line where 14" and 18" pipe penetration was relocated

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

\$283.00 plus applicable sales tax



Exclusions

- Overtime Hours
- Temporary Heating & Cooling
- Permits
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Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

	Print Name	Date
Herman van Vliet Vice President	Signature	Date
EMCOR Services New York / New Jersey		
Very Truly Yours,	APPROVED AND	ACCEPTED



January 26, 2018

Re: Re-Configure Piping Around Oil Tank under #2 Machine

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

 Using material supplied by the Village of Greenport, re-configure the piping under the #2 machine

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

\$3,014.00 plus applicable sales tax



Exclusions

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

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

	Print Name	Date
Herman van Vliet Vice President	Signature	Date
EMCOR Services New York / New Jersey		
Very Truly Yours,	APPROVED AND	ACCEPTED



January 26, 2018

Re: Reroute Oil Supply Line for Center Generator

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

 Using material supplied by the Village of Greenport, install (2) two 2" drains one each on the 14" and 18" lines. Drill 2" holes in each and weld on weld-o-let

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

\$565.00 plus applicable sales tax



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

Very Truly Yours,	APPROVED AND ACCEPTED	
EMCOR Services New York / New Jersey		
Herman van Vliet	-	
Vice President	Signature	Date
	Print Name	Date



January 26, 2018

Re: Reroute Main Piping

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

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

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

\$17,509.00 plus applicable sales tax



Exclusions

- Overtime Hours
- Temporary Heating & Cooling
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Should the above proposal meet with your approval, kindly sign a copy of this proposal and return one copy to our office.

	Print Name	Date
Vice President	Signature	Date
Herman van Vliet		
EMCOR Services New York / New Jersey		
Very Truly Yours,	APPROVED AND	ACCEPTED



January 26, 2018

Re: Reroute Oil Supply Line for Center Generator

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

 Using material supplied by the Village of Greenport, re-route oil supply line for center generator.

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

\$565.00 plus applicable sales tax



Exclusions

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

Twenty Five percent (25%) is due upon acceptance

In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

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

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

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

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

EMCOR Services New York / New Jersey Herman van Vliet Vice President	-	_
vice President	Signature	Date
	Print Name	Date



January 26, 2018

Re: Demo and Cap Old Gas Line

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

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

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

\$622.00 plus applicable sales tax



Exclusions

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

Twenty Five percent (25%) is due upon acceptance

In the event a CAPITAL IMPROVEMENT or TAX EXEMPT is claimed, the purchaser will not be responsible for any sales tax but will be required to provide our firm with an executed CAPITAL IMPROVEMENT or TAX EXEMPT CERTIFICATE.

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

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

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

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

Vice President	Signature	Date
	 Print Name	Date



VILLAGE OF GREENPORT BOARD OF TRUSTEES REGULAR MEETING THURSDAY, MARCH 22, 2018 AT 7:00 PM RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, March 22, 2018; the Board adopted a

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

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

George W. Hubbard Jr., Mayor

SECONDER:

Mary Bess Phillips, Trustee

AYES:

Mary Bess Phillips, Douglas W. Roberts, George W. Hubbard Jr.

ABSENT:

Jack Martilotta, Julia Robins

STATE OF NEW YORK COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on March 22, 2018 and that the same is a true and correct transcript of said resolution of the whole thereof.

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

Dated:

March 22, 2018

Sylvia Lazzari Pirillo, RMC Village Clerk

INTERMUNICIPAL COOPERATION AGREEMENT establishing SUFFOLKSHARE

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

WITNESSETH

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

WHEREAS, the Organizing Entities, are acting in accordance with section 119-0 of the New York State General Municipal Law, to cooperatively create SuffolkShare for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs on a cooperative or contract basis, and

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

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

Article 1. Purposes of SuffolkShare

1.1 The Organizing Entities hereby agree to create SuffolkShare for their benefit and for the benefit of future SuffolkShare Members, to obtain the benefits and efficiencies that can accrue by identifying regional interests and developing collaborative strategies, plans and programs such as shared services, cooperating in the development of a regional procurement system, providing a platform for the sharing of information and ideas, sharing of services, and to realize various potential economies, including administrative cost savings, in an effort to reduce costs and to realize economies of scale.

- 1.2 Participation in SuffolkShare is voluntary. Each SuffolkShare Member shall determine when it will participate in a bid, solicitation, purchase or contract award.
- 1.3 SuffolkShare shall be administered in accordance with and subject to the terms of this Agreement, and other documents necessary to implement and carry out the purpose of the Suffolk Share.

Article 2. Powers and Duties

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

Article 3. Joint Purchasing Committee

- 3.1 There shall be a Joint Purchasing Committee ("JPC") which shall in the first instance be comprised of the principal purchasing designee from each of the Organizing Entities, as evidenced in writing by the SuffolkShare Member to Suffolk County's Principle purchasing agent. Suffolk County's principle purchasing agent (the "County's JPC Representative") shall serve as the chairperson in the first year that SuffolkShare is established. Thereafter, the JPC shall annually elect a chairperson for the JPC from amongst all participating SuffolkShare Members' designees to the JPC.
- 3.2 A quorum of the JPC shall be deemed to be constituted by a majority of the designees appointed to the JPC up to the current date and shall thereafter be fixed pursuant to by-laws adopted by and for the JPC.
- 3.3 No later than June 30, 2018, the JPC shall adopt by-laws, which may from time to time be amended.
- 3.4 The JPC shall develop recommended rules and procedures, which may from time to time be amended, for participation in SuffolkShare programs which rules and procedures shall be adopted by a majority vote of the SuffolkShare Members.

administering and managing SuffolkShare programs, including, but not limited to:

- convening meetings of the JPC to jointly select items which will be cooperatively purchased;
- receiving and combining requirements into cooperative solicitations and contracts for the SuffolkShare Member acting as the lead purchasing party in connection with a particular procurement "hereinafter the "Lead Purchasing Party");
- assisting the Lead Purchasing Party with issuing and awarding cooperative procurements in accordance with applicable laws, rules and procedures;

Article 4. Obligations of SuffolkShare Members

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

Article 5. Additional Parties

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

Article 6. Term and Withdrawal

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

Article 7. Authorization of Participation

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

Article 8. Execution and Delivery

8.1 By the execution and delivery of this Agreement, the undersigned individual(s) warrant that

enter into and perform the terms of this Agreement.

8.2 This Agreement may be executed by participating entities via separate agreements and at separate times, each of which shall be considered collectively as an original complete copy of the Agreement, as if each participating entity had executed the same copy.

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

COUNTY OF SUFFOLK Participating Entity	TOWN OF [NAME] Participating Entity
Ву:	Ву:
Dennis M. Cohen Chief Deputy County Executive	Name: Title:
Date:	Date:
TOWN OF [NAME]	VILLAGE OF
Participating Entity	GREENPORT Participating Entity
Ву:	By:
Name:	Name: George W. Hubbard, Jr.
Title:	Title: Mayor
Date:	Date: April 26, 2018
SCHOOL DISTRICT OF	
Participating Entity	
Ву:	
Name:	
Title:	
Date:	

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, March 15, 2018 (the "Effective Date") between the Village of Greenport, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

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

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

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

- Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services, as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
- 2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in Appendix B.
- Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided in Sections 1, 2, 4, 6 and 7.
- Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.
- 5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to 6. Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's **EDGAR** system Company Search Page which is currently available https://www.sec.gov/edgar/searchedgar/ companysearch.html and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C. In this regard, Village hereby authorizes the Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

[Signature page follows]

SIGNATURE PAGE

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

VILLAGE OF GREENPORT	MUNISTAT SERVICES, INC.
Ву:	By:_ TMM
Name:	Name: Noah Nadelson
Title:	Title: Chief Executive Officer

APPENDIX A

SERVICES

FOR THE SEC FILING REQUIREMENT

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

APPENDIX B

FEE SCHEDULE

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

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

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

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

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

OTHER MATERIAL CONFLICTS OF INTEREST

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

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

RESOLUTION DATED MARCH __, 2018.

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

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

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

NOW, THEREFORE, BE IT

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)

COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DO HEREBY CERTIFY:

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

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

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

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notices

Date of Posting

	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village
on	, 2018.
	Village Clerk
(COBI	DOBATE

(CORPORATE SEAL)

NOTICE OF ADOPTION

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

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

A summary of the bond resolution follow:

RESOLUTION DATED March __, 2018.

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

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-four of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated:	Greenport, New York			
	, 2018			
		¥	-	Village Clerk

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:)
I, the undersigned DEPOSE AND SAY:	Clerk of the Village of Greenport, Suffolk County, New York,
That onbond resolution adoptedsaid Village:	, 2018, I caused to be posted a summary Notice of Adoption of A, 2018, at the following six (6) conspicuous public places in

A true, correct and complete copy of such summary Notice of Adoption, in the exact form in which the same was actually posted, is set forth below:

NOTICE OF ADOPTION

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

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

A summary of the bond resolution follow:

RESOLUTION DATED March __, 2018.

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

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-four of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated:	Greenport, New York, 2018			
		_	****	Village Clerk
Sworn to t	pefore me on	,		
A STATE OF THE STA	, 2018.			
N	otary Public			

At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk C	ounty,
New York, held at the Village Hall, in Greenport, New York, in said Village, on March, 20)18, at
o'clockM., Prevailing Time.	
The meeting was called to order by, and	upon
roll being called, the following were	
PRESENT:	
ABSENT:	
ABGENT.	
The following resolution was offered by Trustee,	who
moved its adoption, seconded by Trustee, to-wit:	

Date Prepared: 04/13/2018 08:22 AM

VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2018

Period: 4

Trans Type:

B2 - Amend

Trans No:

3805

Trans Date: 04/13/2018

User Ref:

STEPHEN

Status: Batch

Requested:

Approved:

Created by:

STEPHEN

04/13/2018

Description:

TO APPROPRIATE ELECTRIC FUND SURPLUS FOR THE PREPARATION AND INSTALLATION OF APPLIED POLYMER TO POWER PLANT BASEMENT FLOOR

Account # Order: No

Print Parent Account: No

Account No. **Account Description** Amount E.5990 APPROPRIATED FUND BALANCE 136,780.00 E.0715.100 REPAIRS - BUILDING .. 136,780.00 **Total Amount:** 273,560.00

MANAGEMENT AGREEMENT

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

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

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

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

- The Greenport Village Housing Authority will provide management services to the Village of Greenport and be responsible for the care and management of the Property as follows:
- A. The Housing Authority will rent the residential units on the Property in its own name as the management agent of the Village of Greenport and collect the rental income from those leases directly.
- B. The rental income received from the tenants of the Property will be paid to the Village of Greenport Housing Authority and deposited into the Village of Greenport Housing Authority account.

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

Second Street with respect to their eligibility status under the income limits prescribed by OCR and the U.S. HUD, and any future modifications as required by OCR and the U.S. Department of Housing and Urban Renewal.

	7.	The term of this agreement shall be for ten years, from May 1, 2018 to April 30,
2028.		80

8.	This Agreement may be terminated by the Village of Greenport without cause on
thirty days not	tice.

mrey days not	300000 P
Agreed:	
y:	Cru a a
3	Village of Greenport
By:	
Village of Gr	reenport Housing Authority



RBC Wealth Management



5G20180402-0661930303748UCIP02

Account Number 30303748

Rep ID 0002FW

Alternate Branch

CERTIFICATION OF INVESTMENT POWERS

CORPORATE/LIMITED LIABILITY COMPANY/PARTNERSHIP FAMILY LIMITED PARTNERSHIP/SOLE PROPRIETORSHIP ACCOUNTS

CLIENT INFORMATION Name and Address VILLAGE OF GREENPORT LENGTH OF SERVICE AWARD PGM ATTN ROBERT BRANDT/TREASURER 236 THIRD STREET GREENPORT NY 11944-1647 CLIENT CERTIFICATION In consideration of RBC Wealth Management, a division of RBC Capital Markets, LLC ("RBC WM"), Member NYSE/FINRA/SIPC, agreeing to open and maintain an account for the Corporation/Limited Liability Company/Partnership/Family Limited Partnership/Sole Proprietorship (the "Entity") named above, I or we, the undersigned Officer(s), Manager(s), Partner(s) and/or Sole Proprietor (collectively, the "Authorized Party" or "Authorized Parties"), as applicable, certify as follows: 1. The Entity was incorporated or organized in the state/country of NY (year) 2. Distributions, Investments and RBC Express Credit (margin) or Other Credit Transactions. We certify that we have full authority to: a. Make distributions/transfers from the account. b. Enter into transactions to trade, buy, sell, convey, pledge, mortgage, lease, transfer title or otherwise acquire or dispose of any interest in real or personal property including, without limitation, stocks, bonds, notes, warrants and other securities, and annuities, futures, currencies and commodities, EXCEPT as limited by the following: NONE c. Engage in the following borrowing and other credit transactions (check all that apply): ☐ RBC Express Credit (margin) transactions, including the granting of a security interest in favor of RBC WM in the assets of the account. ☐ Pledge or subject to a security interest in favor of RBC WM or third parties any of the property of the Entity as security for any liability of the Entity or third parties. Option transactions: (check all that apply) _ Covered Call Writing/Protective Put Purchasing __ Cash Backed Put Writing Purchasing Puts/Calls __ Spreads Naked Call/Put Writing & Writing Combinations/Straddles Other 3. Single Authorized Party's Ability to Bind the Entity. We represent and warrant that: a. Any one of the Authorized Parties who signs below may independently exercise any of the Entity's powers, including the power to take the actions set forth in Item No. 2. b. Any one Authorized Party may individually act on behalf of, and bind the Entity, as well as execute any documents on behalf of the Entity that RBC WM requires, including an agreement to arbitrate all disputes concerning the Entity accounts. 4. We, the Authorized Parties jointly and severally, and on behalf of the Entity named above, agree to indemnify, and agree that the Entity shall indemnify RBC WM and hold RBC WM harmless from any liability for effecting transactions of the type specified above, if RBC WM acts

- pursuant to instructions given by any of the Authorized Parties listed under Item No. 7.
- 5. We agree to inform RBC WM in writing of any amendment to the relevant investment authorization resolution or other authorization by the Entity, any changes in the composition of the Authorized Parties named below, or any other event which could materially alter the certifications made herein.
- 6. This Certification of Investment Powers shall not be deemed to be, or construed as, an amendment or modification to any agreement(s) between RBC WM and the account owner(s) named above.



RBC Wealth Management



5G20180402-0661930303748UCIP02

Account Number 30303748. Rep ID 0002FW

Alternate Branch 010AY

CERTIFICATION OF INVESTMENT POWERS

CLIENT CERTIFICATION CONTINUED

CORPORATE/LIMITED LIABILITY COMPANY/PARTNERSHIP FAMILY LIMITED PARTNERSHIP/SOLE PROPRIETORSHIP ACCOUNTS

	PARAMETER SANSTER SANS		
Authorized Party Signature	Date	Authorized Party Signature	, Date
rint Name from Signature Above	•	Print Name from Signature Above	
Authorized Party Signature	Date	Authorized Party Signature	Date
Print Name from Signature Above		Print Name from Signature Above	
Authorized Party Signature	Date	Authorized Party Signature	Date
Print Name from Signature Above		Print Name from Signature Above	
(All officers with in	vestment authority n	nust sign. Attach extra page if necessary.)	
SECRETARY CERTIFICATION (REQUIRED IF E hereby certify that I am the duly appointed Secret	NTITIVIS A CORPO	RATION) tary of the Entity and that the Board of Director, purchase, invest in, acquire, sell, assign, transcents boards debants.	nsfer, or otherwise dispose
of any and all types and kinds of securities including the very kind and nature whatsoever; and to enter into	agreements, contract		warrants, certificates of ty transactions, and to
the Authorized Parties listed above the authority to, of any and all types and kinds of securities including every kind and nature whatsoever; and to enter into execute, sign or endorse on behalf of the Entity such further certify that the authority thereby conferred isted above are officers of the Entity as of the present isted above are officers of the Entity as of the present isted above are officers of the Entity as of the present is the Authority to the present in the Authority as of the present is the Authority to the Authority the authority to the present in the Authority to the present the Authority to the Aut	agreements, contracts agreements and to a is not inconsistent wi	s, and arrangements with respect to such securi ffix the corporate seal on same.	ty transactions, and to

7. Authorized Parties with Investment Authority. We hereby certify that the undersigned are all of the Authorized Parties entitled to make .

Please do not return this completed form to RBC WM via email as we cannot ensure the security of in-bound electronic messages. Documents containing confidential information should be delivered to RBC WM via U.S. Mail or facsimile.

CONTRACT

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

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

- 1. The Contractor shall perform all labor, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as agreed and in accordance with the attached daily schedule, with the term of the contract to be from July 9, 2018 through September 30, 2018.
- 2. The consideration for this project is determined to be \$ 30 per hour, and reimbursement of supplies as deemed necessary and reasonable by the Village of Greenport, to be paid by the Village to Contractor in consideration of the Contractor satisfactorily performing this Contract, to be paid to Contractor upon Contractor's satisfactory completion of work and submission of required documentation.
- 3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.
- 4. The Contractor hereby guarantees all Contract Work including but not limited to all labor and materials, for a period of one year from the date of final payment.
- 5. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.
- 6. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.
- The Contractor shall procure and maintain all required certifications and licenses necessary to perform the contracted work.
- 8. The Contractor shall procure and maintain insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:
- a. Workman's Compensation in accordance with the laws of the State of New York,
 covering the Contractor and its Subcontractors for all operations under the Contract whether

performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

- b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.
- c. Liability and Property Damage Insurance: Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000 Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000 General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

- d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the Work. The Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.
- 9. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor's employees.
- 10. The Contract and Proposal constitute the entire agreement between the Village of Greenport and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

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

VILLAGE OF GREENPORT	CONTRACTOR
BY Hon. George W. Hubbard, Jr., Mayor	BY
(SEAL)	TITLE(CORPORATE SEAL)

ACKNOW	LEDGEMENT	OF PRINCIPAL, I	F A CORPORATION
STATE OF	F)	
COUNTY	OF)ss:)	
On this	day of	, 20_	, before me personally came
say that he	resides at	to me kno	own, who, being by me duly sworn did depose and that he is the the Corporation described in and
the seals af	fixed to said inst	ig instrument; that rument is such sea	the Corporation described in and he knows the Seal of said Corporation; that one of l; that it was so affixed by order of the Board of d his name thereto by like order.
(SEAL)			s
S S		1	Notary Public
ACKNOWI	LEDGEMENT (OF PRINCIPAL, IF	FPARTNERSHIP
	Western Early		
COUNTY ()ss:)	
On this	day of	, 20	_, before me personally appeared
		described in	own to me to be one of the members of the Firm of and who executed the foregoing instrument and me as and for the act and deep of said Firm.
(SEAL)			and tot the act and deep of said Firm,
		N	otary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF	P)	
COUNTY	OF)ss:)	
			, before me personally appeared nd known to me to be the person described and
who execut	ted the foregoing	g instrument and acknow	wledged that he executed the same.
(SEAL)			
			Notary Public
ACKNOWI	LEDGEMENT (OF VILLAGE	ğ.
STATE OF	NEW YORK		
COUNTY	OF SUFFOLK		
On this	day of	, 20	_, before me personally came to me known to be the
oregoing in	strument and ha	the persona describe	ed as such in and who as a least to the
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SEAL)			
			Notary Public

BOARD OF TRUSTEES VILLAGE OF GREENPORT

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

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

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

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

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

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

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

problems, and;

Will not result in the removal or destruction of large quantities of vegetation or

fauna, substantial interference with the movement of any resident or migratory fish or

wildlife species, impacts on habitats, or other significant adverse impact on natural

resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current

plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for

more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of

which is not significant but when reviewed together are significant two ore more related

actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: April 19, 2018

LOCAL LAW NO. OF THE YEAR 2018 A LOCAL LAW AMENDING SECTION 118-15

OF THE GREENPORT VILLAGE CODE

REGARDING MERGER OF LOTS

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

- Section 1.0 Enactment, Effective Date, Purpose and Definitions.
 - 1.1 Title of Local Law
 - 1.2 Enactment.
 - 1.3 Effective Date.
 - 1.4 Purpose and Intent of Local Law.
 - 2.0 General Provisions
 - 2.1 Amendment to Section 118-15 Merger or combining of lots prohibited.
 - 3.0 Severability.
 - 1.1 .<u>Title.</u>

This Local Law shall be entitled "Local Law of 2018 Amending Section 118-15 of the Greenport Village Code.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2018, a Local Law of the Village of Greenport.

1.3. Effective Date.

February 14, 2018

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create regulations regarding the merger of lots in the Village of Greenport.

- General Provisions.
- 2.1 Section 118-15 of the Greenport Village Code, is hereby amended to read as follows:

"118-15. Merging or combining of lots prohibited.

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

3.0 Severability

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

BOARD OF TRUSTEES VILLAGE OF GREENPORT

SEQRA RESOLUTION WETLANDS PERMIT APPLICATION OF STEPHEN BULL 24 Beach Road, Greenport, NY 11944 (SCTM # 1001-03-03-06)

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

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

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

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

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

Will not have a significant negative impact on the environment in the action, and;

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

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

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

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

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

Will not result in the creation of a material demand for other actions, and;

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

The applicants must provide facilities to discharge pool water into the sanitary sewer;

The applicants are encouraged to provide landscaping that does not require the use of pesticides or fertilizers; and

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

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

Upon motion by Trustee ______/ seconded by Trustee ______/

this resolution is carried as follows:

Dated: April 26, 2018

VILLAGE OF GREENPORT BOARD OF TRUSTEES

WETLANDS PERMIT APPLICATION OF STEPHEN BULL

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

FINDINGS, DETERMINATION AND DECISION

The matter of the application of Stephen Bull ("Applicant"), 24 Beach Road, Greenport, New York 11944, to the Board of Trustees of the Village of Greenport (the "Board") for a wetlands permit application to approve an existing 10' x 10' x 10' shed on upland ground above NYSDEC-designated wetlands on the property at 24 Beach Road, Greenport.

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

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

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

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

The members of the Board duly reviewed and considered the testimony of the Applicant and the members of the public, the application and the materials submitted in support of the

application, before, during and after the public hearing, and the files and records of the Village with respect to the premises, and the Board does hereby find, determine and decide as follows:

Findings

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

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

The Applicant Steven Bull is one of the owners of the premises.

The application is for a wetlands permit for an existing 10' by 10' shed that is an accessory use on the property on which it is located.

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

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

There was no referral to the Suffolk County Department of Planning and/or the Town of Southold required by this application.

made a motion for the Board of Trustees to adopt a resolution declaring lead agency status for purposes of SEQRA, for the Board of Trustees to type the consideration of the variance as an unlisted action for purposes of SEQRA with no negative impact on the

environment provided the conditions of this Findings and Determination are as follows. The moti-	01
was seconded by,.	
In favor,,	
Against:	
made a separate motion for the Board of Trustees to adopt a	
resolution to adopt a negative declaration.	
Seconded by:	
In favor	
Against:	

That there is a previously recorded easement on the Applicant's property that is owned by the Village of Greenport, and which contains language that reserves the easement for future use by the Village.

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

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

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

Determination

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

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

Motion:		
Second:		
In Favor:		_
Against:		==
Dated: April 26, 2018		

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

BOARD OF TRUSTEES VILLAGE OF GREENPORT

SEQRA RESOLUTION

WETLANDS PERMIT APPLICATION VINCENT MATASSA

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

WHEREAS an application for a wetlands permit approval was filed by Vincent

Matassa with the Board of Trustees of the Village of Greenport; and

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

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

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

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

provided the dolphins that are included in the application are not approved and/or are removed from the application, the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

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

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

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

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

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

Will not result in the creation of a material demand for other actions, and;

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

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

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

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

Motion by Trustee	
Motion seconded by Trustee	
In Favor	
Against	

Dated: April 26, 2018

VILLAGE OF GREENPORT BOARD OF TRUSTEES

WETLANDS PERMIT APPLICATION OF VINCENT MATASSA

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

FINDINGS, DETERMINATION AND DECISION

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

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

The Applicant submitted a Short Form Environmental Assessment Form on April 23, 2013.

On May 28, 2013 the Board set a date of June 24, 2013 for the public hearing on the Applicant's wetlands permit application and the public hearing was opened on that date.

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

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

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

On January 22, 2015 the Board of Trustees adopted a resolution denying the application.

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

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

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

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

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

Findings

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

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

The Applicant Vincent Matassa is the owner of the premises.

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

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

There was no referral to the Suffolk County Department	ent of Planning and the Town of
Southold required by this application.	
made a motion for the Board of Trus	tees to adopt a resolution declaring
lead agency status for purposes of SEQRA, for the Board of Ti	rustees to type the consideration of
the variance as an unlisted action for purposes of SEQRA.	
The motion was seconded by,.	
In favor,	<u></u> ,
Against:	

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

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