



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

May 26, 2016 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street Firehouse

Greenport, NY 11944

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- Mildred S. Bennett
- Barbara D. Lucht
- Helen M. Smith
- Ella Henrietta Walker

**ANNOUNCEMENTS**

- The Annual MS4 Report is available for review and comment.
- The Village will be hosting the Memorial Day Parade this year, on May 30<sup>th</sup>.
- The Village Offices will be closed on May 30<sup>th</sup> in honor of Memorial Day.
- The Fire Department Carnival will be held from May 26<sup>th</sup> through May 30<sup>th</sup>, with fireworks scheduled for May 28<sup>th</sup>.

**CONTINUED PUBLIC HEARING(S)**

- Presenter Ron Nelson of Wiggins Street regarding Ferry Traffic

**PUBLIC HEARINGS**

- Wetlands Permit Application for Wayne Turret and Jessica Leighton- 746 Main Street (**Application suspended by applicant.**)

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 05-2016-1**

RESOLUTION adopting the May 2016 agenda as printed.

**RESOLUTION # 05-2016-2**

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

**RESOLUTION # 05-2016-3**

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' Work Session meeting held on May 19, 2016:

RESOLUTION approving the attendance of Deputy Treasurer Stephen Gaffga and Linda Topalian at The NYS Retirement System Employer Education Seminar in Riverhead, New York on Wednesday May 25, 2016 from 9:00 a.m. to 3:30 p.m., with all applicable mileage reimbursement to be expensed from account A.1325.400 (Treasurer Contractual Expense). There is no cost for the seminar.

**FIRE DEPARTMENT****RESOLUTION # 05-2016-4**

RESOLUTION approving the application of Gloria C. Garcia to the Rescue Squad of the Greenport Fire Department, as already approved by the Greenport Fire Department Board of Wardens on February 17, 2016.

**RESOLUTION # 05-2016-5**

RESOLUTION approving the application of Scott Ellis to the Rescue Squad of the Greenport Fire Department, as already approved by the Greenport Fire Department Board of Wardens on February 17, 2016.

**VILLAGE ADMINISTRATOR****RESOLUTION # 05-2016-6**

RESOLUTION re-hiring Sophie K. Jacobs as a part-time, seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$9.00 per hour, effective May 30, 2016.

**RESOLUTION # 05-2016-7**

RESOLUTION re-hiring Sean Cary as a part-time, seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$9.00 per hour, effective May 30, 2016.

**RESOLUTION # 05-2016-8**

RESOLUTION ratifying the re-hiring of Tyler LaMorte as a part-time seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$10.00 per hour, effective May 20, 2016.

**RESOLUTION # 05-2016-9**

RESOLUTION ratifying the re-hiring of Remi Alexander, as a part-time, seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$ 9.00 per hour, effective May 20, 2016.

**RESOLUTION # 05-2016-10**

RESOLUTION hiring Walker C. Sutton as a part-time, seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$9.00 per hour, effective May 30, 2016.

**RESOLUTION # 05-2016-11**

RESOLUTION hiring Vincent P. Cotrone as a part-time, seasonal Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of \$9.00 per hour, effective May 30, 2016.

**RESOLUTION # 05-2016-12**

RESOLUTION ratifying the hiring of Victoria Norbury as a part-time Camp Counselor at the Village of Greenport Summer Camp at a pay rate of \$9.00 per hour, effective May 2, 2016.

**RESOLUTION # 05-2016-13**

RESOLUTION ratifying the hiring of Christopher Lull and Jason Iannone as part-time seasonal employees for the Village of Greenport Mitchell Park Marina at a pay rate of \$ 9.00 per hour, effective May 20, 2016.

**RESOLUTION # 05-2016-14**

RESOLUTION ratifying the hiring of Viola Mason as a part-time, seasonal worker at the Village of Greenport Carousel at a pay rate of \$ 9.00 per hour, effective May 20, 2016.

**RESOLUTION # 05-2016-15**

RESOLUTION ratifying the hiring of Ronnie Pringle as a part-time, seasonal Park Attendant/Carousel worker at the Village of Greenport Mitchell Park Marina at a pay rate of \$ 9.00 per hour, effective May 20, 2016.

**RESOLUTION # 05-2016-16**

RESOLUTION authorizing the solicitation of bids for engineering plans and specifications to redesign the Village of Greenport's Central Pump Station located on the corner of North Street and Third Streets, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 05-2016-17**

RESOLUTION authorizing the hiring of a laborer for the Sewer Department, and directing Clerk Pirillo to notice the open employment position accordingly.

**RESOLUTION # 05-2016-18**

RESOLUTION authorizing the hiring of an Assistant Labor Crew Leader for the Village of Greenport Mitchell Park Marina, and directing Clerk Pirillo to notice the open employment position accordingly.

**RESOLUTION # 05-2016-19**

RESOLUTION approving the payment of \$264.00 to Daniel King as reimbursement for test certification fees for the Waste Water Treatment Operator 2A examination, pursuant to previously approved training courses per the resolution dated August 27, 2007 and further approving an increase in the hourly rate of pay of Daniel King, from \$ 18.01 to \$ 19.27, pursuant To Article VII (Salaries and Compensation), Section 9 (c) (Merit Clause - Earned Credits) of the current collective bargaining agreement between the Village of Greenport and the CSEA Local 1000. The increase in the hourly rate of pay will be retroactively effective to the date of the 2A completion certificate, with the pay increase to be processed once the certificate of completion is provided to the Office of the Village Clerk.

**RESOLUTION # 05-2016-20**

RESOLUTION authorizing the attendance of Daniel King at the Grade 3 Technical Module training in Morrisville, New York from June 26, 2016 to June 28, 2016, for the completion of Waste Water Treatment Operator 3A certification at a course fee of \$150.00 and a lodging fee of \$150.00 per night and with all applicable course fees, lodging fees, mileage and meal costs to be expensed from account G.8110.407 (Employee Training).

**RESOLUTION # 05-2016-21**

RESOLUTION authorizing the participation of Daniel King at the Grade 3 Technical Module "Manage for Success" online training, for the completion of Waste Water Treatment Operator 3A certification; at a course fee of \$99.00, to expensed from account G.8110.407 (Employee Training).

**VILLAGE TREASURER****RESOLUTION # 05-2016-22**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3343, to fund the purchase of a new Thermal Imaging Camera for the Fire Department, and directing that Budget Transfer # 3343 be included as part of the formal meeting minutes for the May 26, 2016 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2016-23**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3344, to fund the salary of an employee transferred from the Sewer Department to the Road Department, and directing that Budget Transfer # 3344 be included as part of the formal meeting minutes for the May 26, 2016 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2016-24**

RESOLUTION approving the attendance of Trustee Phillips, Trustee Roberts, Clerk Pirillo, Treasurer Brandt and any other interested Board or staff member, at the Consolidated Funding Application Workshop at Stony Brook University, from 2:00 p.m. through 4:30 p.m. on June 7, 2016; with all applicable mileage reimbursements to be expensed from the corresponding account(s). There is no cost for this workshop.

**RESOLUTION # 05-2016-25**

RESOLUTION authorizing Mayor George W. Hubbard, Jr. to execute the Letters of Engagement between Sax/BST and the Village of Greenport for Village-wide annual audit services and for the Village of Greenport Electric Department audit services.

**VILLAGE CLERK****RESOLUTION # 05-2016-26**

RESOLUTION scheduling a public hearing for June 23, 2016 at 7:00 p.m. at the Third Street Fire Station, Greenport, New York, 11944 regarding a proposed local law amending Chapter 65 (Fire Prevention and Building Construction) of the Village of Greenport Code, to incorporate the Building Code of New York State and the Fire Code of New York State as the codes for the Village of Greenport, and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2016-27**

RESOLUTION adopting the attached SEQRA resolution regarding the Wetlands Permit Application submitted by Robert Bohn on behalf of Sterling Cove Condominiums, adopting lead agency status, determining that the action is a Type I Action for purposes of SEQRA, and that the approval of the Wetlands Permit Application will not have a significant negative impact on any aspect of the environment, and adopting a negative declaration for the purposes of SEQRA.

**RESOLUTION # 05-2016-28**

RESOLUTION approving the Wetlands Permit Application submitted by Robert Bohn on behalf of Sterling Cove Condominiums, per the public hearing held on April 28, 2016, to: install a new bulkhead in front of the existing bulkhead, approximately 140' and fill the area behind with 50 yards of clean sand.

**RESOLUTION # 05-2016-29**

RESOLUTION accepting with regret the resignation of Barbara A. Davidson from the Greenhill Cemetery Committee, as both the Chairperson of the Greenhill Cemetery Committee and as a Member of the Greenhill Cemetery Committee.

**VILLAGE ATTORNEY****RESOLUTION # 05-2016-30**

RESOLUTION declaring the property 324 Johnson Court as not required for Village of Greenport purposes, and further approving the transfer of the property at 324 Johnson Court to Habitat for Humanity, for the purpose of developing low-income housing within two years of the date of adoption by the Suffolk County Legislature of the resolution extending the time to develop the property at 324 Johnson Court.

**MAYOR****RESOLUTION # 05-2016-31**

RESOLUTION setting the date and time of the Annual Skate Park Festival to be July 24, 2016 from 12:00 noon through 5:00 p.m.; at the Village of Greenport Skate Park on Moores Lane.

**RESOLUTION # 05-2016-32**

RESOLUTION appointing John Cotugno to the Village of Greenport Planning Board to fill the remainder of the term of Planning Board member Chris Dowling, which expires on March 31, 2019.

**VOUCHER SUMMARY****RESOLUTION # 05-2016-33**

RESOLUTION approving all checks per the Voucher Summary Report dated May 20, 2016, in the total amount of \$ 398,395.85 consisting of:

- o All regular checks in the amount of \$ 372,381.57, and
- o All prepaid checks (including wire transfers) in the amount of \$ 26,014.28.

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2016 Period: 5 Trans Type: B1 - Transfer Status: Batch  
 Trans No: 3343 Trans Date: 05/09/2016 User Ref: ROBERT  
 Requested: CHIEF MILLER Approved: Created by: ROBERT 05/09/2016  
 Description: FOR THE FUNDING OF A NEW THERMAL IMAGING CAMERA FOR THE FIRE DEPARTMENT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.3410.462	FIRE.MEDICAL INSURANCE - CUSTODIAN..	-2,175.00
A.3410.450	FIRE.MISC EXPENSE..	-4,000.00
A.3410.200	FIRE DEPT.EQUIPMENT	6,175.00
<b>Total Amount:</b>		<b>0.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2016 Period: 5 Trans Type: B2 - Amend Status: Batch  
 Trans No: 3344 Trans Date: 05/09/2016 User Ref: ROBERT  
 Requested: Approved: Created by: ROBERT 05/09/2016  
 Description: FUNDING OF EMPLOYEE SALARY TRANSFERRED FROM SEWER DEPARTMENT TO ROAD DEPARTMENT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5110.100	STREET MAINT.PERSONNEL SERVICES	43,100.00
A.5990	APPROPRIATED FUND BALANCE	43,100.00
<b>Total Amount:</b>		<b>86,200.00</b>



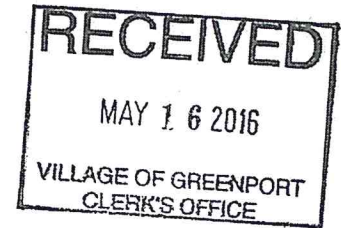


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May 10, 2016

Mayor and Board of Trustees  
Incorporated Village of Greenport, New York  
236 Third Street  
Greenport, New York 11944



Dear Mayor and Board Members:

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that SaxBST LLP (SaxBST) audit the financial statements of the Incorporated Village of Greenport, New York (Village), which comprise governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for each the years ending May 31, 2016, 2017, and 2018 (with options for the years ending 2019 and 2020), which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audits of the Village as of May 31, 2016, 2017, and 2018 (with options for 2019 and 2020) so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

### **The Responsibilities of the Auditor**

We will conduct our audits in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

26 Computer Drive West, Albany, NY 12205 / Phone: (518) 459-6700 / Fax: (518) 459-8492 / SaxBST.com

ALBANY, NY

CLIFTON, NJ

MINEOLA, NY

NEW YORK, NY

We apply the concept of materiality both in planning and performing the audits, evaluating the effect of identified misstatements on the audits, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audits, other than those that are clearly trivial. At the end of each audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

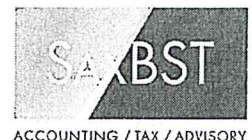
Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your entity. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

Our audits of the financial statements will include obtaining an understanding of internal control sufficient to plan the audits and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Village's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

We will also communicate to the Village Board any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements



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with management and other serious difficulties encountered in performing the audits. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audits. Other matters arising from the audits that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after each audit.

The federal financial assistance program and award that you have told us that the Village participates in and that is to be included as part of the single audit is the Section 8 Housing Choice Vouchers program that is administered by the U.S. Department of Housing and Urban Development.

It is understood that these federal financial assistance programs and awards are subject to change over the period of this audit engagement.

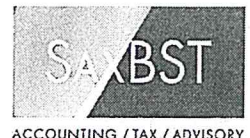
Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

#### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Effective two-way communication between SaxBST and the Village Board is important to understanding matters related to the audits and in developing a constructive working relationship. Your insights may assist us in understanding the Village and its structure, to aid in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

Our audits will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;



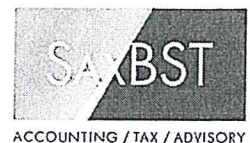
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- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting packages, and
- e. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audits;
  - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - (4) When applicable, a summary schedule of prior audit findings, for inclusion in the single audit reporting package; and
  - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audits, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter, and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Village complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.



Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Village Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The Village agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Village agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

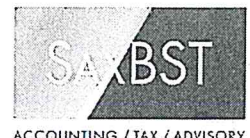
Our association with an official statement is a matter for which separate arrangements will be necessary. The Village agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

Because SaxBST will rely on the Village and its management and the Village Board to discharge the foregoing responsibilities, the Village holds harmless and releases SaxBST, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Village's management which has caused, in any respect, SaxBST's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **The Village's Records and Assistance**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and our personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of SaxBST or any other SaxBST affiliate is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by SaxBST or any other SaxBST affiliate and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

If circumstances arise relating to the condition of the Village records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because



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of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Village books and records. The Village will determine that all such data, if necessary, will be so reflected. Accordingly, the Village will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Village personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Robert Brandt, Treasurer. The timely and accurate completion of this work is an essential condition to our completion of the audits and issuance of our audit reports.

#### **Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by SaxBST professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

#### **Fees, Costs, and Access to Workpapers**

Our fees for the audits and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from Village personnel;
- b. Timely responses to our inquiries;
- c. Timely completion and delivery of client assistance requests;
- d. Timely communication of all significant accounting and financial reporting matters, and
- e. The assumption that unexpected circumstances will not be encountered during the engagement.



A summary of the Firm's 2016 hourly rates by staff classification is as follows:

Partner	\$240 - 395
Senior Manager	210 - 240
Manager	185 - 235
Senior Technical Consultant	140 - 225
Senior Associate	120 - 165
Associate	110 - 135
Paraprofessional	100 - 170
Support staff	105

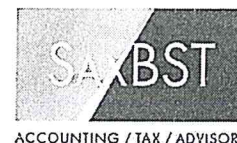
Based on our understanding of your needs and our experience with your engagement, we estimate that we can complete the tasks described herein (and summarized below) for the following fees:

	May 31,				
	2016	2017	2018	2019*	2020*
1. Audit of financial statements - all Village Funds, excluding Electric Department	\$ 20,000	\$ 20,600	\$ 21,200	\$ 21,200	\$ 21,200
2. Audit of financial statements - Electric Department only, including preparation of the New York Power Authority Annual Report	20,450	21,000	21,700	21,700	21,700
3. Single Audit (one major program), if applicable	4,000	4,000	4,000	4,000	4,000
4. Out-of-pocket expenses (not to exceed)	4,500	4,500	4,500	4,500	4,500
5. Preparation of year-end fixed assets summary, if requested	4,500	4,500	4,500	4,500	4,500
6. Assistance with preparation of the New York State Office of the State Comptroller Annual Financial Report Update Document, if requested	2,000	2,000	2,000	2,000	2,000

\* Audits for the years ending May 31, 2019 and 2020 are at the option of the Village.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Village agrees it will compensate SaxBST for any additional costs incurred as a result of the Village employment of a partner or professional employee of SaxBST.

In the event we are requested or authorized by the Village or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Village, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.



The documentation for this engagement is the property of SaxBST. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of SaxBST audit personnel and at a location designated by our Firm.

### **Claim Resolution**

The Village and SaxBST agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by SaxBST or the date of this arrangement letter if no report has been issued. The Village waives any claim for punitive damages. SaxBST's liability for all claims, damages and costs of the Village arising from this engagement is limited to the amount of fees paid by the Village to SaxBST for the services rendered under this arrangement letter. If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue written reports upon completion of our audits of the Village's financial statements. Our reports will be addressed to the Village Board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

In addition to our reports on the Village's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the Village's schedule of expenditures of federal awards for the years ending May 31, 2016, 2017 and 2018 (with options for the years 2019 and 2020) .
- Report on internal control related to the financial statements and major programs. This report will describe the scope of testing of internal control and the results of our tests of internal controls.
- Report on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular No. A-133, on each major program.
- A schedule of findings and responses.





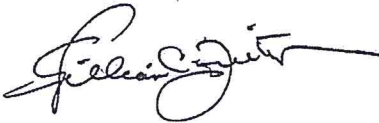
Incorporated Village of Greenport, New York  
May 10, 2016  
Page 9

This letter constitutes the complete and exclusive statement of agreement between SaxBST LLP and the Village, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the financial statements including our respective responsibilities.

Very truly yours,

SaxBST LLP



William C. Freitag, Partner

WCF/emt  
Enclosure

The foregoing letter fully describes our understanding and is accepted by us.

On behalf of the INCORPORATED VILLAGE OF GREENPORT, NEW YORK:

\_\_\_\_\_  
Signature [Name and Title]

Date \_\_\_\_\_



Certified Public Accountants

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## SYSTEM REVIEW REPORT

December 12, 2013

To the Partners

SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP)  
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) (the firm) applicable to non-SEC issuers in effect for the year ended August 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a system review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) applicable to non-SEC issuers in effect for the year ended August 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) has received a peer review rating of *pass*.

*Goff Backa Alfera & Company, LLC*

GOFF BACKA ALFERA & COMPANY, LLC  
PITTSBURGH, PENNSYLVANIA

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION  
OF STIRLING COVE CONDOMINIUMS BY ROBERT BOHN, GENERAL MANAGER

WHEREAS an application for a wetlands permit approval was filed by Stirling Cove Condominiums as applicant (by Robert Bohn General Manager) 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 a Type I 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 two or 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: May 13, 2016