



**August 22, 2019 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
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MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

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

- Alex Giorgi
- Louise Washington Smiley
- Percy Wilson

ANNOUNCEMENTS

- The Village Offices will be closed on September 2nd in celebration of Labor Day.
- The annual Maritime Festival will be held from September 20th through September 22nd.

PUBLIC HEARINGS

- A public hearing regarding a proposed amendment to Chapter 150 (Zoning), Section 7(B)7(c) – Bed and Breakfasts – of the Village of Greenport Code.
- A public hearing regarding the Wetlands Permit Application of Costello Marine Contracting on behalf of Rosemary Gutwillig of 109 Bay Avenue to resheathe 265' of face of existing bulkhead, remove 37' of existing concrete and stone seawall and construct 37' of new southwest bulkhead in-place

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 08-2019-1**

RESOLUTION adopting the August, 2019 agenda as printed.

RESOLUTION # 08-2019-2

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

VILLAGE ADMINISTRATOR**RESOLUTION # 08-2019-3**

RESOLUTION ratifying the hiring of Joshua Santacroce as a part-time, seasonal Carousel Employee, at a wage rate of \$12.00 per hour, effective August 10, 2019.

RESOLUTION # 08-2019-4

RESOLUTION ratifying the hiring of Matthew Gomez as a part-time, seasonal Carousel Employee, at a wage rate of \$12.00 per hour, effective July 19, 2019.

RESOLUTION # 08-2019-5

RESOLUTION approving the attached resolution in support of the new power supply contract and the corresponding Agreement for the Sale of Niagara Project Wholesale Power and Energy between the Power Authority of the State of New York and the Village of Greenport, and further authorizing Mayor Hubbard to sign the Agreement between the Power Authority of the State of New York and the Village of Greenport.

RESOLUTION # 08-2019-6

RESOLUTION accepting the Certified Local Government Award grant from the New York State Department of Parks, Recreation and Historic Preservation to support the Village of Greenport Reconnaissance Level Historic Resources Survey, in the amount of \$ 8,000.00, with an in-kind commitment of \$ 2,015.24 from the Village of Greenport and an out-of-pocket commitment of \$ 1,000.00 from the Village of Greenport, and further authorizing Village Administrator Pallas to execute the corresponding acceptance documents.

RESOLUTION # 08-2019-7

RESOLUTION approving the attached Consulting Agreement from Preservation Studios for services regarding the Certified Local Government Award grant from the New York State Department of Parks, Recreation and Historic Preservation, in the amount of \$ 9,500.00; and further authorizing Village Administrator Pallas to sign the Agreement between Preservation Studios and the Village of Greenport.

RESOLUTION # 08-2019-8

RESOLUTION approving a Change Order to the contract between CHA Consulting, Inc. and the Village of Greenport in the total amount of \$ 72,360.00, for the detailed design of two solar/battery installations, per the attached proposal.

RESOLUTION # 08-2019-9

RESOLUTION approving a Change Order to the contract between CHA Consulting, Inc. and the Village of Greenport in the total amount of \$ 16,825.00 for bid support and construction management support, per the attached proposal.

RESOLUTION # 08-2019-10

RESOLUTION authorizing an increase in the hourly wage rate for Thomas Wood, from \$ 34.65 per hour to \$ 37.65 per hour, effective August 28, 2019; based on the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9(b) - Merit Clause - of the current collective bargaining agreement in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 08-2019-11

RESOLUTION approving an increase in the annual salary of Clerk Sylvia Pirillo, from \$ 89,225 to \$ 91,900; effective August 28, 2019.

RESOLUTION # 08-2019-12

RESOLUTION approving an increase in the annual salary of Treasurer Robert Brandt, from \$ 83,375 to \$ 85,875; effective August 28, 2019.

RESOLUTION # 08-2019-13

RESOLUTION approving an increase in the annual salary of Deputy Clerk Jeanmarie Oddon, from \$ 51,750 to \$ 56,750; effective August 28, 2019.

RESOLUTION # 08-2019-14

RESOLUTION approving an increase in the annual salary of Deputy Treasurer Stephen Gaffga, from \$ 51,750 to \$ 56,750; effective August 28, 2019.

VILLAGE TREASURER**RESOLUTION # 08-2019-15**

RESOLUTION scheduling a public meeting at 7:00 pm on September 26, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, NY, 11944 regarding a potential CDBG (Community Development Block Grant) opportunity for the Village of Greenport.

RESOLUTION # 08-2019-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4183, to appropriate reserves to fund the purchase and installation of one 9-foot plow and two front-end mounts with wiring harnesses on Road Department vehicles, and directing that Budget Amendment #4183 be included as part of the formal meeting minutes for the August 22, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 08-2019-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4184, to appropriate reserves to fund the rental of a vacuum truck for the Road Department, and directing that Budget Amendment #4184 be included as part of the formal meeting minutes for the August 22, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 08-2019-18

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4194, to appropriate Fire Apparatus reserves toward the purchase of the 2019 Fire Department Pumper Truck, and directing that Budget Amendment #4194 be included as part of the formal meeting minutes for the August 22, 2019 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 08-2019-19**

RESOLUTION approving the Public Assembly Permit Application submitted by Christopher Hamilton for the use of a portion of the Fifth Street Beach/Park from 8:00 a.m. through 8:00 p.m. on September 28, 2019 for the annual Jeremy Hamilton Memorial Scholarship Fundraiser, with a rain date of September 29, 2019.

RESOLUTION # 08-2019-20

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, with bow hunting to begin on October 1, 2019.

RESOLUTION # 08-2019-21

RESOLUTION approving the attached Workplace Violence Policy for the Village of Greenport.

RESOLUTION # 08-2019-22

RESOLUTION adopting the attached Blood Borne Pathogens Exposure Control Plan for the Village of Greenport.

RESOLUTION # 08-2019-23

RESOLUTION approving the Request of the Floyd Memorial Library Board of Trustees to hold a "community yard sale" at the Library, from 8:00 a.m. through 12 noon on September 28, 2019, with a rain date of September 29, 2019.

MAYOR**RESOLUTION # 08-2019-24**

RESOLUTION accepting the resignation of Gail Horton as both the Chairperson and a member of the Village of Greenport Carousel Committee, effective July 24, 2019.

RESOLUTION # 08-2019-25

RESOLUTION appointing Marjory Stevens as the Chairperson of the Village of Greenport Carousel Committee, effective July 25, 2019 through April 1, 2020.

TRUSTEES**RESOLUTION # 08-2019-26**

RESOLUTION scheduling the re-opening of the public hearing on a proposed amendment to Chapter 142 (Wetlands, Floodplains and Drainage) of the Greenport Village Code, to be held at 7:00 p.m. on September 26, 2019 at the Station One Firehouse, located at Third and South Streets, Greenport, New York 11944, and directing Clerk Pirillo to notice the public hearing accordingly.

VOUCHER SUMMARY**RESOLUTION # 08-2019-27**

RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated August 16, 2019, in the total amount of \$ 7,706.28 consisting of:

- o All regular checks in the amount of \$ 7,706.28.

RESOLUTION # 08-2019-28

RESOLUTION approving all checks for Fiscal Year 2019/2020 per the Voucher Summary Report dated June 21, 2019, in the total amount of \$ 1,191,518.59 consisting of:

- o All regular checks in the amount of \$ 593,143.48, and
- o All prepaid checks (including wire transfers) in the amount of \$ 598,375.11.

May 9, 2019

LOCAL LAW NO. OF THE YEAR 2019
A LOCAL LAW AMENDING SECTION 150-7(B)(7)(c)
OF THE GREENPORT VILLAGE CODE

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 of Section 150-7(B)(7)(c).

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2019 Amending Section 150-7(B)(7).

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 2019, a Local Law of the Village of
Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4. Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to increase the number of rooms in a bed and breakfast in the Village from 3 rooms to 5 rooms.

2.0. General Provisions.

2.1. Amendment to Section 150-7(B)(7)(c).

Section 150-7(B)(7)(c) of the Greenport Village Code is hereby amended to read as follows:

“(c) The renting of rooms is limited to five rooms for lodging and serving of breakfast.”

3.0. Severability

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

RESOLUTION IN SUPPORT OF NEW POWER SUPPLY CONTRACTS

WHEREAS, the Village of Greenport] is a party to a wholesale power supply contract with the New York Power Authority (“NYPA”); and

WHEREAS, the existing power supply contract with NYPA provides the Village of Greenport with a stable, low-cost, environmentally friendly, emissions-free supply of hydroelectric power; and

WHEREAS, the low-cost hydroelectric power is generated by NYPA at the Niagara Power Project and is supplied to the Village of Greenport pursuant to the 1957 federal law (the Niagara Redevelopment Act, 16 United States Code Section 836) and a license issued by the Federal Energy Regulatory Commission (FERC); and

WHEREAS, extension of the power supply contract is critical to the Village of Greenport, since it is by far the lowest cost power supply in the State of New York and such an extension would ensure savings of hundreds of millions of dollars to the 51 municipal electric utilities and rural electric cooperatives in New York State; and

WHEREAS, on behalf of the Village of Greenport, the New York Association of Public Power (NYAPP) has been negotiating with NYPA, along with the Municipal Electric Utilities Association of New York State, to achieve a long-term hydroelectric power contract extension; and

WHEREAS, in exchange for the long-term hydroelectric power contract extension of fifteen years, the Village of Greenport has agreed to a minimum contribution to energy efficiency and renewable energy programs, continued economic development efforts, exploration of other opportunities for clean energy project development, recognition of the New York State Clean Energy Standard objectives and mandates, and cooperation with NYPA on introducing new technologies into our communities.

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor is authorized to execute the new wholesale power supply contract with NYPA which will preserve the low-cost power supply to the Village of Greenport through September 2040; and

THEREFORE, BE IT FURTHER RESOLVED THAT, the Mayor is authorized to take any and all actions to effectuate the purposes of this resolution.

RESOLUTION PROPOSED BY: _____

RESOLUTION SECONDED BY: _____

APPROVED BY Trustees on this ___ day of ____, 2019.



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of August 4, 2019 between *Preservation Studios LLC*, having a mailing address at 170 Florida Street, Buffalo, NY 14208 ("Consultant"), and *Village of Greenport* having a mailing address at 236 Third Street, Greenport, NY 11944 ("Client").

Client desires to retain Consultant as an independent contractor to provide the services described in Exhibit A (the "Services"). Consultant is willing to provide those services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services: Consultant agrees to provide to Client the Services, on the terms and conditions contained in this Agreement. If the Services will be provided by the Consultant in phases, Client must approve, and pay for, each phase of the Services upon completion by Consultant before Consultant will be required to commence the next phase.
2. Changes to Services: If Client desires to change the Services, Client will provide to Consultant a written description of any desired changes (the "Change Order"). Within 10 days of Consultant's receipt of the Change Order, Consultant will, if necessary, propose an amendment to this Agreement incorporating the terms of the Change Order. Consultant will not be required to perform any services included in the Change Order until such amendment is fully executed.
3. Termination: Upon completion of the Services by Consultant to the reasonable satisfaction of Client, and payment in full of the Fee, as defined below, by the Client, this Agreement will automatically terminate. Notwithstanding the foregoing, either party may terminate this Agreement upon 10 days prior written notice to the other. Upon such termination, Client will pay to Consultant any accrued but unpaid portion of the Fee and any unpaid expenses incurred by Consultant with respect to the Services. Upon termination of this Agreement and payment by Client of any outstanding portions of the Fees and expenses, neither party will have any further liability hereunder after the date of such termination.
4. Payment of Fees; Retainer: In consideration for Consultant providing the Services, Client will pay to Consultant a fee as described in Exhibit A (the "Fee"). Client's payment of the Fee, or any portion thereof, will be deemed evidence of Client's satisfaction with, and acceptance of, the portion of the Services to which such payment relates. All invoices are due and payable upon presentation. Amounts not paid within 30 days of the invoice date will be subject to service charges of 1.33% per month (16% per year).



5. Reimbursement for Costs: In addition to the Fee, Client agrees to reimburse Consultant for reasonable out-of-pocket expenses incurred by Consultant with respect to the Services. Consultant reserves the right to require the Client to approve and/or pre-pay any expenses that exceed \$50 and Consultant will not be required to pay any expenses from the Retainer. Specific expenses enumerated below.

6. Nature of Consultant: Client agrees and acknowledges that:

a. Consultant is, and at all times will remain, an independent contractor and is not an employee of Client; and

b. Consultant has disclosed that its principals are not licensed to practice the profession of architecture, as defined under the New York Education Law. Client further acknowledges and agrees that Client will not require Consultant to provide, and Consultant will not provide, any service relating to the safeguarding of life, health, property or public welfare, or that may otherwise be reasonably characterized as the practice of the profession of architecture.

7. Ownership of Intellectual Property; License: The parties agree that Client owns all right, title and interest in and to all intellectual property created by Consultant with respect to the Services (collectively, the "Materials"). Notwithstanding the foregoing, Client hereby grants to Consultant an unlimited, perpetual and irrevocable license to reproduce and use the Materials for any purpose without Client's consent. In consideration of such license, Consultant agrees, to the extent reasonably possible, to preserve the confidentiality of any portion of the Materials deemed in writing by Client to be confidential in nature.

8. Indemnification; Limitation of Liability: Consultant agrees to indemnify Client for damages incurred by Client as a result of Consultant's negligence or intentional misconduct. Notwithstanding the foregoing, Consultant's liability under this Agreement is limited to the amount of the Fee that has been paid to Consultant at the time Client's claim arises and Consultant agrees to accept such amount as liquidated damages under this Agreement. Client hereby waives the right to collect consequential damages in excess of such liquidated damages.

9. Miscellaneous: This Agreement may not be amended or otherwise modified, except in writing by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings related hereto.



**PRESERVATION
STUDIOS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

PRESERVATION STUDIOS LLC

By: _____
Name: Derek R King II
Title: Principal

VILLAGE OF GREENPORT

By: _____
Name: Paul Pallas
Title: Village Administrator



EXHIBIT A

Village of Greenport Survey ("Property")

A. Reconnaissance Level Survey

Services will include:

Upon receipt of notice to proceed from Client, preparation and submission of a Recon Level Survey Report ("Survey"), including:

- Survey of approximately 1100 properties
- Description of proposed districts
- Annotated Building List of NRE properties
- Statement of Significance
- Boundary Description and Justification
- Recommendations for Individual and Historic District National Register Nominations.
- Submission of draft and final Recon-Level Survey Reports
- Submission of property information to CRIS for individually eligible properties.
- Survey report will state the scope and objectives of the project and the techniques used to create the final product.
- Facilitate community involvement and participation through public meetings and outreach.

Payment of Fees

For Services A - E, Client agrees to pay a fee of \$9,500, payable as follows:

- 10% upon execution of this Agreement prior to kickoff meeting
- 35% upon completion of windshield survey
- 35% prior to submission of draft Survey Report and CRIS documentation
- 20% upon submission of final Survey Report and completion of summary meeting.

Fees do not include out-of-pocket expenses incurred by Consultant, specifically:

- TRAVEL WITHIN LONG ISLAND AND FROM BUFFALO AT **\$.58/MILE AND ACCOMODATIONS OF \$180.00/NIGHT FOR AT MOST TWO NIGHTS (CAPPED AT \$750.00 AS PER CONTRACT)**
- PURCHASE OF HARD DRIVES FOR DATA DOWNLOAD AND BACKUP **(\$600.00)**
- **750 COPIED PAGES (17 DOCUMENTS OF 40 PAGES EACH AT \$.20/COPY (\$150.00))**



August 13, 2019

Mr. Paul J. Pallas
Village Administrator
Village of Greenport, New York
236 Third Street
Greenport, NY 11944

**RE: Professional Engineering Services
Solar Photovoltaic and Battery Storage System
Greenport Municipal Microgrid Project, Village of Greenport
CHA Proposal No. X53329-P1**

Dear Mr. Pallas:

CHA Consulting, Inc. is pleased to submit this proposal for continued engineering services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

The Village of Greenport engaged CHA in May of 2018 to perform evaluation and engineering services related to the NYSGOSR-funded Greenport Municipal Microgrid Project. These options were preliminarily evaluated for feasibility and presented to the Village of Greenport and NYSGOSR for review and consideration. The Village and NYSGOSR have determined, based on the initial feasibility analysis to move forward with implementation of the Solar PV plus Energy Storage systems identified for installation at the Wastewater Treatment Plant and the Fire House. This proposal outlines the additional feasibility study, engineering and site/permitting consulting services required to provide full construction bid packages for these two Solar plus Storage systems.

CHA's original proposal included \$1.7M in electric distribution system reliability improvement design and bid and construction support. CHA's 30% storm resiliency estimate showed a line of demarcation of the quantity/footage of resiliency construction value that can be expected for \$1.7M. At the request of the Village, CHA added additional mitigation areas totalling approximately 22,900', where resiliency improvements would be beneficial to the system and the Village's customers. These additional areas shown on the 30% design estimate have an approximate construction value of \$651,356. A portion of the additional budget being requested herein is to cover the increase design, management and construction support required to service the additional mitigation.

SCOPE OF SERVICES

The continuation of the project has been divided into two phases, each containing two tasks:

Phase I: Preparation of Bid/Construction Documents

The scope for this phase of the project is as follows:

TASK 1 Project Development: This task is to confirm lines of communication for this continuation task, confirm project scope, review informational needs, collect data, and conduct field investigations.

1. Kick-Off Meeting: Key members of the Village of Greenport, NYSGOSR and CHA teams will participate in a kick-off meeting and, at a minimum, perform the following:
 - a. Review proposal, scope, approach, deliverables, and overall program goals, including the following:
 - Design criteria.
 - Equipment requiring procurement specifications.
 - Existing systems to be utilized.
 - Project schedule.
 - Informational needs.
 - Safety requirements.
 - b. Review roles, responsibilities, and expectations.
 - c. Establish communication processes.
 - d. Review formats and standards.
2. Data Collection/Field Investigations: Conduct field investigations and collect available facility data to reinforce conceptual design conditions and confirm the functionality and compatibility of the proposed design including:
 - a. Detailed field measurements.
 - b. Meet with potential sub consultants for environmental, survey and Geotech services.

Assumptions

1. Key individuals from the Village of Greenport and NYSGOSR will be available to participate in the meeting to be held at a predetermined location.
2. CHA team members will be granted access to assess the existing conditions of the project space, including access to investigate roof structure and facility grounds.
3. The Village of Greenport will provide the following:
 - a. Existing facility drawings of project area, including site plans, architectural, structural, mechanical, and electrical, in AutoCAD format.
 - b. Drawings and standards from previous design and construction projects.

Deliverables

1. Information collected during this phase will be used for development of Task 2.

TASK 2

Design Phase Services: The intent of this task is to provide the design package to be used for vendor and contractor bidding, including the following:

1. Electrical Design
 - a. Limited demolition plans for existing electrical systems requiring modification.
 - b. Perform a protective device study and analysis to demonstrate and meet The Village of Greenport and PSEG-LI's interconnect requirements. Includes: short circuit, coordination, arc flash and protective device settings.
 - c. Perform lightning analysis study and lightning collector system design.
 - d. Coordinate system interconnection requirements with the Village of Greenport.
 - e. Electrical single lines.
 - f. Cable and block diagrams.
 - g. Electrical system plans, including the following:
 - Electrical distribution.
 - Equipment and convenience power distribution.



- Limited exterior and emergency lighting and lighting controls.
 - h. Electrical technical specifications.
2. Solar plus Storage Control System Design
- a. The Microgrid Control System (MCS) shall give the OUC Microgrid operators and managers a single system for monitoring and control of the facility rather than multiple standalone controllers that they must interact with independently. These components will include:
 - Server(s) for data compilation and trending.
 - Workstation(s) for user interaction with the control system.
 - Balance of Plant (BOP) programmable logic controller (PLC) for integration of all power generating and ancillary equipment.
 - Power/Load Management (PLC) that will provide intelligent power system management and fast response during load shed events and insure efficient power plant operation.
 - Network Switches.
 - Network Firewalls.
 - Supervisory Control and Data Acquisition (SCADA).
 - Energy Dispatch.
 - b. Design services will include:
 - Automation Statement of Work.
 - Control System Architecture.
 - OEM Procurement Specification.
 - Instrument/Points List.
 - I&C EC Statement of Work.
3. Structural Design
- a. Limited demolition plans for existing infrastructure to be removed.
 - b. Foundation and concrete pad design with reinforcing.
 - c. Structural technical specifications.
4. Site/Civil Design
- a. Demolition plans for existing infrastructure to be removed.
 - b. Storm water exfiltration system modification design and details.
 - c. Geotechnical engineering services.
 - d. Site survey services.
 - e. Sediment and erosion control plan.
 - f. Site preparation including fence and access details.
 - g. Site restoration design and details.
 - h. Civil technical specifications.
5. Environmental Permitting Support
- a. Identification and compliance assistance with noise ordinances and local permitting will be handled by the Village staff.
6. Design review meetings at 30%, 60%, and 90% completion held at the Village of Greenport and by teleconference.



7. Pre-Construction Management Services
 - a. Review constructability and identify value engineering.
 - b. Review and support construction cost estimating.
 - c. Develop and maintain project schedule including long lead items, critical path tasks and potential phasing efficiencies.
 - d. Pre-qualify vendors and sub-contractors to be considered for participation in bidding and construction.
 - e. Review final construction documents to confirm clarity and precision of construction intent and details of the contractors work suitable for bidding.

Assumptions

General

1. The Village of Greenport operating, technical, and safety personnel will be available to review, comment, and provide input during the Design phase.
2. Design to be completed in AutoCAD format.
3. Assessment and remediation of hazardous materials not included.
4. The Village of Greenport will provide front end boilerplate specifications to supplement CHA's technical specifications.
5. Factory acceptance test witnessing is not included.
6. Owner's manuals and training to be provided by others.

Electrical

1. Existing electrical systems are code compliant, of adequate capacity, and only require extension/modification.
2. Lightning protection calculations or design is not required.
3. Arc flash or electrical coordination studies are limited to the components of the microgrid and the interconnection device.
4. Fire alarm, security and telecommunication system designs are not required.

Structural

- A. Fire House Site (Roof Mounted PV System)
 1. Structural Scope
 - a. Design Storage Equipment foundations.
 2. Deliverables
 - a. Drawings for Storage Equipment foundations.
- B. WWTP Site (Ground Mounted PV System)
 1. Structural Scope
 - a. Design ground mounted PV system foundations.
 - b. Design Storage Equipment foundations.
 2. Deliverables
 - a. Drawings for ground mounted PV system foundations.
 - b. Drawings for Storage Equipment foundations.



CLARIFICATIONS

1. Geotechnical data as required for foundation design will be provided by others for each site.
2. It is assumed that the structural capacity of the Fire House roof will be verified by the PV System contractor. Analysis of the existing Fire House roof by CHA has not been included.
3. It is assumed that one foundation design would be applicable for the entire ground mounted PV system. Multiple foundation designs for varying soil conditions have not been included.
4. We have also assumed that site plans and building plans are available for the fire house in auto CADD format.
5. It is assumed that the design of the ground mounted solar PV racking system and support structure is by others. Design for the ground mounted PV system foundations is included, however design for the racking system and support structure is not included.
6. Site design (access roads, fencing, grading, drainage, etc.) is not included.
7. It is assumed that storage equipment foundations will be slab-on-grade construction. Design of spread footings or deep foundations is not included. No Geotech boring are assumed to be needed for this slab foundation.
8. Specifications will be noted on the structural drawings.
9. Drawings will be in AutoCAD format.
10. Construction phase services are limited to shop drawing review and responding to contractor RFIs.
11. Site visits during design and construction are not included.
12. "As-Built" drawings are not included.

Site / Civil

1. CHA will subcontract soil borings and field survey services for the specific project area.

Deliverables

1. PDF and one hard copy for 30% design review.
2. Electronic file of major equipment pre-purchase technical specifications.
3. PDF and one hard copy for 60% design review.
4. PDF and one hard copy for 90% design review.
5. PDF and three hard copies of 100% design documents for contractor bidding.

Phase II: Bidding and Construction Phase Services

The scope for this phase of the project is as follows:

TASK 3

Bidding Phase: The intent of this task is to provide bidding phase services for the Phase I construction documents.

1. Engineering support during the bidding phase, the following tasks will be completed:
 - a. Attend the bid walkthrough with the contractors.
 - b. Respond to questions (RFIs) raised by the bidders, as necessary.
 - c. Prepare addenda, if necessary.
 - d. Prepare detailed bid evaluations including a Life Cycle Cost Analysis, if warranted including justified recommendation for procurement.



- e. Perform detailed bid evaluation for contractor services including quality of response, reference checks including justified recommendation for selection.
2. Construction Management support during the bidding phase, the following tasks will be completed:
 - a. Conduct pre-bid meeting and site walkthrough with the contractors.
 - b. Coordinate response to questions (RFIs) raised by the bidders, as necessary.
 - c. Meet with apparent low bid vendors and contractors to review pricing, scope and schedule.
 - d. Prepare analysis of bid responses and respond to owner with recommendations for award.
 - e. Coordinate with Owner on preparation of contracts/purchase orders.

Assumptions

1. The Village of Greenport will participate in the following:
 - a. Pre-bid meetings with bidding contractors.
 - b. Review of bids and bid analysis.
2. The Village of Greenport will be responsible for the following:
 - a. Issuing and receiving bids.
 - b. Issuing purchase orders and contracts.
 - c. Obtaining any local or NYSDOT approvals if necessary.

Deliverables

1. Respond to RFIs and addenda, if necessary.
2. Contractor bid analysis and recommendations.

TASK 4

Construction Phase: The intent of this task is to provide construction phase services during the construction period. Please note that the footprint of the project has expanded so that additional construction services, in addition to those original included in the approved budget, are required by the increase in project footprint. The general description of the services provided is as follows:

1. Engineering support during the construction phase will include the following tasks:
 - a. Review submittals.
 - b. Respond to RFIs.
 - c. CHA Project Manager attendance at 4 bi-weekly construction progress meetings.
 - d. CHA Technical Personnel to attend four strategically selected on-site project meetings, and conduct field observations to review compliance with plans and specifications.
 - e. Participate in final walkthrough and develop punch list.
2. Commissioning Services:
 - a. Support for two weeks (ten working days) in field during start up and commissioning activities by equipment vendors and contractors.
 - b. Oversee plant operational commissioning and performance tests.



- c. Prepare and submit Final Commissioning Report including copies of all commissioning documents received during and after the commissioning period for all equipment and systems supplied.
- d. Obtain the manufacturer's certification that the equipment has been properly installed and is ready for start-up and testing.

Assumptions

1. With the exception of specific issue resolution and commissioning, CHA Technical Team participation in on-site meetings, periodic observations, and punch list walkthrough will be limited to a total of four site visits.

Deliverables

1. Submittal reviews.
2. RFI responses.
3. Bid recommendations.
4. Construction observation reports.
5. Punch list.
6. Two sets of hard copy and one electronic version of record drawings.

DESIGN SCHEDULE

CHA can begin work immediately upon acceptance of this proposal, receipt of notice to proceed and Purchase Order, and will commit the resources necessary to complete the project within the following schedule:

Preparation of Bid/Construction Documents

| | |
|-------------------|---|
| 30% Design Review | 7 weeks after kick-off meeting and receipt of all information |
| 60% Design Review | 10 weeks after 30% review meeting and receipt of comments |
| 90% Design Review | 8 weeks after 60% review meeting and receipt of comments |
| Final Plans | 3 weeks after approval/comment on 90% plans |

SCHEDULE OF FEES

CHA proposes to be compensated on a time and expense basis according to rate schedule included in Master Service Agreement as follows:

| | |
|--|---------------------|
| Phase 1: Preparation of Bid/Construction Documents | \$ 74,085 |
| Phase 2: Bidding & Construction Phase Services | \$ 15,100 |
| Total Fee: | \$ 89,185.00 |

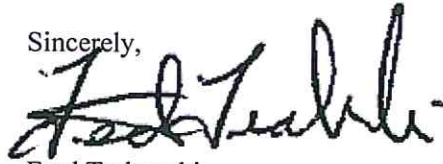
The Village has also requested that a survey of the WWTF in the area of the proposed array be conducted. This survey will include mapping of underground utilities. We have contacted our subconsultant and this would can be performed for an additional fee of \$5,500.



Invoicing will be on a monthly basis for the percentage of work completed. In the event that additional work is required in connection with this project, we would complete the work on an hourly basis at our rates then in effect. Prior to the start of any new work, CHA will identify a Scope of Work with associated tasks and submit a budgetary cost estimate and proposed work schedule for your written approval.

We trust this proposal meets your needs and expectations and look forward to continuing to work with you on this project. If you should have any questions or require additional information, please feel free to contact me at (860) 937-6570 or via email at ftrabucchi@chacompanies.com.

Sincerely,



Fred Trabucchi
Associate Vice President
Electric Distribution Sub-Market Leader

/jrf

cc: Mitch Dewein

v:\cha200_proposals\ui\proposal_19\electric transmission-stations\53329_village of greenport_solar and storage\greenport solar and storage design proposal_8 1219 rev 1 draft with freds comments 8-13-19.docx



VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4183 Trans Date: 08/07/2019 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 08/07/2019
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE AND INSTALLATION OF ONE 9 FOOT PLOW AND TWO FRONT END MOUNTS WITH WIRING HARNESSSES FOR THE ROAD DEPARTMENT
 Account # Order: No
 Print Parent Account: No

| Account No. | Account Description | Amount |
|----------------------|---------------------------|------------------|
| A.5990 | APPROPRIATED FUND BALANCE | 7,500.00 |
| A 5110.200 | STREET MAINT.EQUIPMENT | 7,500.00 |
| Total Amount: | | 15,000.00 |

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4184 Trans Date: 08/07/2019 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 08/07/2019
 Description: TO APPROPRIATE RESERVES TO FUND THE RENTAL OF A VAC TRUCK FOR THE ROAD DEPARTMENT
 Account # Order: No
 Print Parent Account: No

| Account No. | Account Description | Amount |
|----------------------|----------------------------|------------------|
| A.5990 | APPROPRIATED FUND BALANCE | 12,500.00 |
| A.5110.411 | MAINTENANCE OF EQUIPMENT.. | 12,500.00 |
| Total Amount: | | 25,000.00 |

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 4194 Trans Date: 08/01/2019 User Ref: ROBERT
Requested: R. BRANDT Approved: Created by: ROBERT 08/14/2019
Description: TO APPROPRIATE FIRE APPARATUS RESERVES TOWARDS THE PURCHASE OF THE 2019 PUMPER TRUCK Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|----------------------|---------------------------------|---------------------|
| A.3410.200 | FIRE DEPT EQUIPMENT | 642,529.47 |
| A.5990.341 | APPLICATION FIRE APP RESERVE... | 642,529.47 |
| Total Amount: | | 1,285,058.94 |

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

**Village of Greenport
Operating Guidelines**



Adopted August __, 2019

Workplace Violence Prevention Program

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

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VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN

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**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

SECTION 1 – INTRODUCTION

Workplace Violence Prevention Policy Statement

The Village of Greenport is committed to maintaining a work environment that is free of unlawful harassment, threats, coercion, intimidation and violence which involves or affects the Village or occurs on Village property by anyone, including any Village staff or vendor doing business with or representing the Village. Village employees may not engage in any behavior or conduct that could reasonably be interpreted as violent, threatening to others, or unlawful harassment.

Workplace violence is defined by New York State Regulations as any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including, but not limited to:

- (a) an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- (b) any intentional display of force which would give an employee reason to fear or expect bodily harm;
- (c) intentional and wrongful physical contact with a person without his or her consent and that entails some injury; or
- (d) stalking an employee with the intent of causing fear of material harm to the physical safety and health of the employee when the stalking has arisen through and in the course of employment.
- (e) hitting or shoving an individual;
- (f) threatening or causing harm to an individual or his/her family, friends, associates or their property;
- (g) intentional destruction or threat of destruction of Village-owned property or services;
- (h) threatening or harassing phone calls, letters, e-mails or any other form of communication;
- (i) intimidating or coercing an employee to do wrongful acts or to violate a Village policy, law or procedure;
- (j) intimidating or coercing a member of the public or anyone with whom the Village does business or to whom the Village provides services in such a way that it adversely affects the legitimate interests and goals of the Village;
- (k) harassing interference, stalking or malicious following with the intent of making a reasonable person feel fear for his/her safety;
- (l) unauthorized possession of a weapon or other inappropriate, threatening use of a dangerous instrument on Village property.

The Village will take reasonable and practical measures to prevent workplace violence and to protect employees and visitors from acts of violence. All employees are responsible for helping to create an environment of mutual respect for each other as well as for visitors. All employees are responsible for following all policies, procedures and

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

program requirements, and for assisting in maintaining a safe and secure work environment.

Employees are prohibited from possessing firearms or weapons of any kind while on Village premises or in Village vehicles, while conducting business for the Village, or at any work sites or other locations during working hours or while representing the Village, regardless of whether the person is licensed to carry the weapon. Weapons include guns, knives, explosives, and other items with the potential to inflict bodily harm. The only exceptions are sworn police personnel and fire fighters. If any employee has knowledge of another employee's possession of a weapon, that knowledge should be reported to a supervisor as soon as possible.

The Village will respond to all incidents of workplace violence or threatening behavior immediately upon notification of the incident.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

The Village needs your cooperation to implement this Policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating or other disruptive behavior. If you observe or experience such behavior by anyone on Village premises, or a violation of this Policy, whether or not you are a Village employee, you should report it immediately to a Supervisor, the Department Head, Personnel Officer, or the Village Attorney. A Supervisor, Department Head or Personnel Officer who receives a report must complete an "Incident Report Form" and immediately seek advice from the Village Attorney at (631) 234-6200 regarding investigating the incident and initiating appropriate action.

THREATS OR ASSAULTS THAT REQUIRE IMMEDIATE ATTENTION BY SECURITY OR POLICE SHOULD BE REPORTED TO THE POLICE AT 911.

Enforcement of this Policy will be accomplished through the implementation of a Workplace Violence Prevention Program, and by complying with the requirements of the NYS Workplace Violence Prevention Act as set forth in NYS Labor Law Section 27-b. A general review of the Village's Workplace Violence Prevention Program will be conducted every year. Specific reviews will be conducted upon a workplace violence incident.

This Policy will be posted in the locations on the attached list.

Individuals who violate this Policy may be subject to removal, criminal and/or civil charges, and/or disciplinary action up to and including termination of employment.

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

Any employee who, in good faith, makes a report of workplace violence, reports witnessing workplace violence, or is involved in reporting, investigating, or responding to workplace violence, will not be subject to retaliation of any kind. Any employee found to have engaged in retaliatory action will be subject to discipline, up to and including termination.

Village Posting Locations

Village Hall

Road Barn

Light Plant

Waste Water Treatment Plant

Marina Office

Recreational Center

Fire House

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

Overview of the New York State Workplace Violence Prevention Act

The New York State Workplace Violence Prevention Act amended NYS Labor Law by adding a new Section 27-b, which requires all state and local government employers to take steps to ensure that their employees are provided protection from potential incidents of violence in the workplace.

Among other requirements, Section 27-b requires every public sector employer to:

1. conduct a risk assessment of its worksites to identify and address any existing risk factors that may increase the possibility of workplace violence;
2. provide training for all employees, which informs them of the risk factors that may be present in their workplace(s), measures they can take to protect themselves from such risks, and the steps the employer has implemented to protect employees, such as appropriate work practices, emergency procedures, and use of security alarms and other devices; and
3. for employers with 20 or more full-time employees, develop and implement a written workplace violence prevention program that lists the risk factors and the methods the employer is using to prevent violence and minimize or eliminate identified hazards.

What is Workplace Violence?

Workplace violence can be any act of verbal or physical violence, threat of physical violence, harassment, intimidation, or other threatening, disruptive behavior that occurs at a work site or while a public employee performs any work-related duty in the course of his or her employment. Workplace violence can affect or involve employees, visitors, contractors, and others.

For purposes of this policy, the workplace is defined as any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, Village-owned/leased buildings and facilities, parking lots, and traveling to and from work assignments within the work day.

Workplace violence can be inflicted by an abusive employee, a supervisor, member of the public, family member, or even a stranger. Whatever the cause or whomever the perpetrator, workplace violence will not be accepted or tolerated by the Village.

What is a workplace violence incident?

According to the NYS Department of Labor, a workplace violence incident is defined as one or more of the following:

- a. An attempt or threat, whether verbal or physical, to inflict injury upon another person.

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

- b. Any intentional display of force which would give a person reason to fear or expect bodily harm.
- c. Intentional and wrongful physical contact with a person without his or her consent that entails some injury or offensive touching.
- d. Harassment of a nature that would give a person reason to fear escalation or harassment arising out of or in the course of employment.
- e. Stalking a person with the intent of causing fear when such stalking has arisen through or in the course of employment.

An incident may be committed without one person actually touching or striking or doing bodily harm to another person. Concerns about sexual or other unlawful harassment may also be covered by the Village's Anti-Discrimination and Sexual Harassment Policy.

Savings Clause

The Village has made every effort to ensure that this Workplace Violence Prevention Program complies with NYS Department of Labor regulations. In the event any of the provisions, portions or applications of this program are found to be invalid or inconsistent with any superseding legal requirements by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision will be of no force and effect, but the remainder of this program will continue to be in full force and effect.

Section 2 – Employee and Supervisory Roles and Responsibilities

Employee Responsibility

It is the responsibility of every Village employee to assist and cooperate in making our workplace as safe as possible. In order to accomplish this task, all employees need to fully understand and adhere to the provisions of this Workplace Violence Prevention Program.

Any employee who witnesses or is the victim of any form of workplace violence, or who notices or perceives any physical condition, procedure, or any other factor which may contribute to the potential risk of workplace violence, should report same to his/her Supervisor. If the Supervisor is a party to the incident or concern, or if for any reason the employee is not comfortable reporting same to the Supervisor, the report should be made to a member of the Hazard Reduction Team. A list of the Hazard Reduction Team members is available Village Hall. All reports should be documented using the attached *Workplace Violence Incident Report Form*, and the Supervisor must submit all reports to the Safety Committee.

If an employee properly refers a matter of concern as set forth above, and the Village is given reasonable opportunity to correct the matter but it has not been resolved or the employee or representative of the employees still believes a violation remains, or if the employee believes that an imminent danger exists, the employee or representative of

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

employees has the right to contact the New York State Department of Labor, in writing, to request inspection by the Department of the situation.

An employee who applies for, obtains or is covered by a protective or restraining order, which lists specific workplace locations as being protected areas, must provide his/her Supervisor with a copy of the petition and declaration used to seek the order as well as a copy of any temporary or permanent protective or restraining order that was granted. The Village will endeavor to maintain confidentiality of same and respect the privacy of the reporting employee to the maximum extent possible consistent with the Village's obligations pursuant to this Program.

An Authorized Employee Representative, that is, a union official, will be given the opportunity to contribute information, assist with analyzing statistics and conducting the workplace risk evaluation and determination, to participate in incident reviews, and to provide input about the Workplace Violence Prevention Program.

Any employee who, in good faith, makes a report of workplace violence, reports witnessing workplace violence, or is involved in reporting, investigating, or responding to workplace violence, will not be subject to retaliation of any kind. Any employee found to have engaged in retaliatory action will be subject to discipline, up to and including termination.

Supervisor Responsibility

Supervisors have the responsibility for ensuring that these policies and procedures are clearly communicated and understood by all employees, as well as enforcing them in a fair and consistent manner. Supervisors are accountable for ensuring that all aspects of this program under their area of responsibility are properly met.

Supervisors must carefully review and assess information provided by employees or other sources. If a problem situation or location is identified, appropriate precautions should be taken based on the specific situation. Information about the problem should be communicated to the appropriate Department Head and the Hazard Reduction Team for possible notification of other employees who may work in a similar/identical situation and for updates to the Workplace Violence Prevention Program.

Hazard Reduction Team

A Hazard Reduction Team ("Team") has been established to assess the Village's vulnerability to workplace violence and to make recommendations on preventive actions to be taken. The Team will consist of at least one representative designated by the Village, who initially will be the Village Administrator and an authorized employee representative. The Team will contribute toward maintaining the Village's Workplace Violence Prevention Program ("Program"). A copy of the Program is available upon request in the Village work places listed in the Village's Workplace Violence Prevention Policy Statement.

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

The Team will conduct a risk assessment. Once the level of risk is determined, the Team will participate in the development of risk reduction strategies, which will then be implemented during employee training.

The Team may participate in the oversight of employee training programs in violence prevention and the development of a plan for responding to acts of violence. It may also participate in communicating this plan internally to all employees. The Team may participate in reviewing previous incidents of violence at our workplace. It may analyze and review existing records to identify patterns that may indicate causes and severity of assault incidents and identify changes necessary to correct these hazards. These records include, but are not limited to, past incident reports, insurance records, Workers' Compensation records, accident investigations, training records, and grievances.

Additionally, the Team may participate in the inspection of the workplace and evaluate the work tasks of employees to determine the presence of hazards, conditions, operations and other situations which might place workers at risk of occupational assault incidents. Employees may be surveyed to identify the potential for violent incidents and to identify or confirm the need for improved security measures. These surveys will be reviewed, updated and distributed as needed.

The Team will also, on at least an annual basis, review and update the Program. The review and update will set forth any mitigating steps taken in response to any incident of workplace violence.

Section 3 – Response Procedures

During An Incident

If a threatening situation arises:

Try to remain calm.

Remove yourself from the threat as quickly as possible.

Immediately call or alert others to call appropriate help (e.g., police, supervisor, and ambulance) to obtain immediate on-site assistance.

In emergency situation, dial 911.

Notify coworkers as soon as practical to enable them to also reach safety if danger is imminent and applicable to them.

Post Incident

Steps will be taken to review risks and determine whether additional security measures are needed to mitigate a threat or violent incident. An investigation will take place to determine what actions are appropriate to prevent a similar occurrence. The Village will respect privacy and confidentiality rights of employees during investigations to the greatest extent possible.

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

If warranted, increased worksite protection will be provided when threats of violence have been made, such as additional police or security patrols.

Anyone who might be affected if the threat-maker carries out his or her threat may be notified.

Counseling may be provided to victims about options available to them, such as obtaining a restraining order and receiving counseling services from an Employee Assistance Program (EAP).

After the occurrence of a threat or an incident of workplace violence, the Village will maintain open lines of communication to alleviate anxiety and reduce misinformation.

Employees may be assisted with the possible psychological consequences that may result from a workplace violence incident. Counseling services and follow-up treatment, as needed, may be offered to employees and their families.

Dealing With Conflict

There is no sure way to tell whether someone will become violent; however, there are often warning signs before violence occurs. These warning signs do not mean that the individual will actually become violent, but in combination, they should be a cause for concern. Warning signs of potentially violent individuals:

- Written, oral, or implied threats or intimidation
- Fascination with weaponry or acts of violence
- Theft or sabotage of projects or equipment
- Alcohol or drug abuse
- Expressions of hopelessness or heightened anxiety
- Intention to hurt or others
- Lack of concern for the safety of others
- Externalization of blame
- Irrational beliefs and ideas
- Romantic obsession
- Displays of excessive or unwarranted anger
- Feelings of victimization
- Inability to take criticism
- New or increased sources of stress at home or work
- Productivity and/or attendance problems

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

Do's and Don'ts for Dealing with Potentially Violent Individuals

Do's

1. Do project calmness. Move and speak slowly, quietly, and confidently.
2. Do listen attentively and encourage the person to talk.
3. Do let the speaker know that you are interested in what he or she is saying.
4. Do maintain a relaxed yet attentive posture.
5. Do acknowledge the person's feelings and indicate that you can see she/he is upset.
6. Do ask for small, specific favors such as asking the person to move to a quieter area.
7. Do establish ground rules. State the consequences of violent or threatening behavior.
8. Do employ delaying tactics that give the person time to calm down. For example, offer a cup of water.
9. Do be reassuring and point out choices.
10. Do help the person break down big problems into smaller, more manageable problems.
11. Do accept criticism. When a complaint might be true, use statements such as, "You're probably right" or "It was my fault." If the criticism seems unwarranted, ask clarifying questions.
12. Do arrange yourself so that your exit is not blocked.
13. Do make sure there are three to six feet between you and the other person.

Don'ts

1. Don't make sudden movements that may seem threatening.
2. Don't speak rapidly, raise your volume, or use an accusatory tone.
3. Don't reject all demands.
4. Don't make physical contact, jab your finger at the other person, or use long periods of eye contact.
5. Don't pose in challenging stances: directly opposite someone, hands on hips, or with arms crossed.
6. Don't challenge, threaten, or dare the individual. Never belittle the other person.
7. Don't criticize or act impatient.
8. Don't attempt to bargain with a threatening individual.
9. Don't try to make the situation seem less serious than it is.
10. Don't make false statements or promises you cannot keep.
11. Don't try to impart a lot of technical or complicated information when emotions are high.
12. Don't take sides or agree with distortions.
13. Don't invade the individual's personal space.

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

Section 4 – Training and Education

Training and Education

All employees will receive training and education on the risks of workplace violence and procedures for responding to and reporting incidents of workplace violence. Training will be provided upon completion of the Program and annually thereafter. Additional training may be required prior to starting a new job assignment, if new laws relating to workplace violence are enacted or there are changes in any current laws, or if the Village makes significant changes to its Workplace Violence Prevention Program, risk factors or work controls.

The Village's employee training and education will include, but not be limited to, the following areas:

- Overview of the New York State Workplace Violence Prevention Act and NYS Labor Law Section 27-b, and Regulations, 12 N.Y.C.R.R. Part 800.6
- Description and details of the Village's Workplace Violence Prevention Program
- Workplace location of the Village's Workplace Violence Prevention Program manual and the procedures for obtaining a copy
- Definition of workplace violence and the three levels of workplace violence
- Methods of recognizing and responding to the three levels of workplace violence
- Standard response action plan for violent situations
- Procedures for reporting a workplace violence incident or imminent danger
- How and when incidents will be investigated by the Village
- The risk factors identified in the Hazard Reduction Team's risk evaluation
- Measures employees can take to protect themselves from identified risks
- Procedures, policies, safety devices, and/or work environment accommodations that have been implemented to protect employees based on the results of the risk evaluation
- Post-incident procedures, including medical follow-up and the availability of counseling for affected individuals

Specialized training and education may be provided to Supervisors as well as to those employees who are at higher risk of workplace violence based on their job duties and/or work site location.

Upon completion of the training, employees may be asked to provide feedback on the quality and content of the training. Upon request to the Department Head, employees will receive a copy of the Village's Workplace Violence Prevention Program.

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

Section 5 – Incident Recordkeeping and Reporting and Investigations

Recordkeeping

The Village will maintain accurate records regarding all workplace violence incidents. The Village will adhere to all of the requirements of 12 NYCRR Part 801, known as the Public Employer Recordkeeping Rule, which is implemented pursuant to Section 27-a of the Labor Law, for the recording of employee injuries or illnesses due to workplace violence incidents. All workplace violence incident forms will be kept according to the applicable retention and disposition schedules.

Any situation that meets the definition of a workplace violence incident as defined in Section 1 (Introduction) or any workplace violence injury that results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness, must be documented on a Workplace Violence Incident Report. Any recordable injury must also be documented on the SH-900 log. The report will be initiated by the employee and completed with the assistance of the supervisor.

The SH-900 Logs and Workplace Violence Incident Reports will be reviewed by the Hazard Reduction Team on a regular basis. The forms will also be summarized and analyzed at least annually so that the Team can identify any trends in the types of workplace violence incidents occurring and to review the effectiveness of the mitigating actions taken.

The Village is required to report employee workplace violence related fatalities and multiple hospitalizations to the New York State Department of Labor's Public Employee Safety and Health (PESH) Bureau within eight hours of the incident. (Refer to NYCRR Part 801 for complete information pertaining to employee recordkeeping and PESH reporting requirements).

Incident Reporting

The Village will follow all federal, state and local laws and procedures in the reporting of workplace violence incidents. Any workplace violence incident that may be of a criminal or domestic violence nature will be immediately reported to the appropriate police authorities or be handled in accordance with accepted operating procedures.

Village Incident Reporting Procedures – All incidents of Level I violence must be reported within 48 hours of occurrence. All Level II and Level III incidents must be reported immediately. The reporting structure is outlined in Section 2 (Employee Responsibility) of this manual. An "Incident Report Form" must be completed for each incident. A copy of the form may be forwarded to the one or more members of the Hazard Reduction Team for their review and investigation.

At a minimum, the report will include the following information: (a) Workplace Location Where Incident Occurred, (b) Date of Incident, (c) Time of Day, (d) Incident Description,

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

(e) Names and job titles of involved employees, (f) Extent of Injuries, (g) Names of witnesses, (h) Name or other identifier of other individual(s) involved and (i) Information on preventative actions that the Village has taken or is considering as a result of the incident to mitigate against further like occurrences. Such reports will be maintained for use when the program is reviewed and updated. The Incident Report Form contained in this manual or the DOSH (Division of Safety and Health) SH-900.2 form or C-2 form with the required information added may be utilized.

If the report involves a privacy concern case, the Report will be kept confidential and the Village will replace the name of the employee who was the victim of the workplace violence with "PRIVACY CONCERN CASE" before sharing the Report. The following will be treated as privacy concern cases:

- a. an injury or illness to an intimate body part or the reproductive system;
- b. an injury or illness resulting from a sexual assault;
- c. mental illness;
- d. HIV infection;
- e. Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person's blood or other potentially infectious materials; and
- f. Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered in the Report.

The Department Head or Personnel Officer or designee is required to report any workplace violence related fatalities and multiple hospitalizations to the DOSH District Office within eight hours of the incident.

Nearest DOSH District Office:
400 Oak Street, Suite 102
Garden City, N.Y. 11530
Phone: (516) 228-3970
Fax: (516) 794-7714

Incident Investigation

Each incident may be investigated by one or more members of the Hazard Reduction Team depending upon the circumstance. The investigation may take various forms, depending upon the type of incident (e.g., threat assessment, administrative, criminal).

After the occurrence of a workplace violence incident, the Village will consider prevention enhancements which may be necessary to properly protect employees. The Team may discuss the causes of the incident and make recommendations on how to revise the Workplace Violence Prevention Program, if necessary, to prevent similar incidents from occurring. Revisions to the program will be put in writing and made available to all employees.

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

FORM-1 – Workplace Violence Incident Report Form

VILLAGE OF GREENPORT

Workplace Violence Incident Report Form

This form is to be used to document any reportable workplace violence incident. This form is to be completed and forwarded to the Hazard Reduction Team immediately.

Employee Name _____

Job Title _____

Location Where Incident Occurred _____

Date and Time of Incident _____

Name of Individual Completing
This Report _____

Date Incident Report Completed _____

Date Incident Report Received by _____

Hazard Reduction Team _____

Village Supervisor Name
Signature _____

Date Report Submitted to the Local
Office of the Dept. of Labor _____

List any individuals who may have witnessed this incident:

| Witness Name | Job Title | Witness Work Phone Number |
|--------------|-----------|---------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

Check the Type of Violence the victim experienced (Levels I, II, or III):

Level I Violence

Intimidation Bullying Verbal Abuse Minimal Harassment
 Shouting Swearing Obscene Gestures False Statements

Level II Violence

Psychological Suicide Threats of Advanced Harassment
 Trauma Threat Assault
 Shouted at Swore at Obscene Calls Being Followed or Stalked
 Directly Directly

Level III Violence

Shooting Stabbing Striking with an Object Sexual Assault
 Pushing Grabbing Throwing Objects Homicide

Please provide a detailed description of the incident.

Assailant/Perpetrator Name Address

- Member of the Public
- Employee's Spouse
- Employee's Significant Other
- Employee's Supervisor
- Co-worker
- Former employee
- Other (specify)

Did police respond to the incident? Yes No

If yes, please specify the name of the Police Department _____

Was a police report filed? Yes No Police Report Number _____

Were you injured? Yes No

If yes, please specify your injuries and the name/location of any treatment that you received.

Did you lose any work days? Yes No If yes, how many days _____

Have you received counseling since this incident? Yes No

Did you have any reason to believe that this incident might occur? Yes No

Has the employer taken measures to avert this incident from occurring in the future that you are aware of? Yes No Please describe: _____

Has the Union Representative been notified? Yes (Date) _____ No

VILLAGE OF GREENPORT



Bloodborne Pathogens Control Plan

Village of Greenport

Health and Safety Manual

Issue Date:

Authorized by: Paul Pallas

Bloodborne Pathogens: Exposure Control Plan

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1.0 PURPOSE

The purpose of this written program is to ensure that all the employees with the potential exposure to bloodborne pathogens and other body fluids understand the hazards associated with their exposure and the corrective actions necessary to protect them from injury and illness in accordance with 29 CFR 1910.1030.

This document serves as a policy for the development, implementation and maintenance of programs for (bloodborne pathogens) BBP, First Aid/CPR and AED requirements for the Village of Greenport.

There are no jobs with responsibilities that present inherent exposure to bloodborne pathogens inside of the village. The jobs we have identified in this plan have collateral duties that may expose village employees to potentially infectious materials. This procedure pertains to all employees that have the potential for exposure to BBP's in work related situations.

The purpose of this Exposure Control Plan (ECP) is to outline the protective measures we will take to eliminate or minimize village employee exposure incidents.

2.0 SCOPE

This program applies to all Village of Greenport employees, who through our exposure determination may incur occupational exposure to blood or other potentially infectious materials.

The extent of the employee exposure shall be limited through the use of engineering controls and personal protective equipment. This document is designed to provide a formal procedure for identifying and controlling all potential BBP exposures.

Violation of established BBP procedures is a serious offense and failure to comply with this plan shall result in appropriate disciplinary action. Any violation of this procedure shall be reported immediately to the Safety Officer.

This ECP have been developed in accordance with the OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030

3.0 RESPONSIBILITIES

3.1 Plan Administrator: Safety Officer Paul Pallas: Has overall responsibility for the maintaining the ECP. Any questions concerning the plan should be addressed to the safety officer. They are responsible for the following:

- 3.1.1 Evaluating new tasks or procedures that may require the use of new safer medical devices;
- 3.1.2 Evaluating new safer medical devices available on the market;
- 3.1.3 Solicitating input from employees on the selection and use of safer medical devices.
- 3.1.4 Reviewing this plan on an ongoing basis, and/or at least annually.

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3.2 Only trained and authorized employees shall be allowed to respond to situations that pose an occupational risk of exposure.

4.0 EXPOSURE DETERMINATION

The Village of Greenport has conducted an exposure determination for all job classifications that may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (i.e. employees are considered to be exposed even if they wear personal protective equipment).

4.1 It has been determined by Paul Pallas, and Matt LaSorsa that persons working in the following job classifications will have occupational exposure to hazards of bloodborne pathogens or other potentially infectious materials (OPIM):

| JOB CLASSIFICATION | TASKS with RISK |
|-----------------------------|--|
| First aid CPR trained Staff | CPR/First Aid response Cleaning and dressing open wounds Cleaning blood spills |
| Facilities/Grounds Crew | Cleaning |
| Supervisors | Assisting injured employees |

These job classifications define the jobs which some of the employees have been assigned certain tasks where there is occupational exposure. Those employees in these job classifications not assigned and trained to perform these tasks safely to our ECP, shall not perform those tasks listed.

4.2 Employees who are covered by the Bloodborne Pathogen Standard will receive an explanation of the ECP during their initial training session. It shall also be reviewed in their annual refresher training. All employees have the opportunity to review this plan at any time during their work shifts by contacting the Safety Officer.

Note: Good Samaritan acts which result in exposure to blood or other potentially infectious materials as a result of assisting fellow employees such as giving CPR, or first aid are not included in the Bloodborne Pathogen Standard. However, employees should be encouraged to offer post-exposure medical evaluation and follow-up.

5.0 EXPOSURE CONTROL PROCEDURES

5.1 Universal Precautions

In all circumstances, Universal Precautions, as recommended or defined by the Centers for Disease Control (CDC) and/or the Occupational Safety and Health Administration (OSHA), will be observed in order to prevent contact with blood and other potentially infectious materials, unless they interfere with the proper delivery of health care or would create a significant risk to the personal safety of the worker.

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All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual. These precautions and practices include the following four areas:

- 5.1.1 Personal hygiene,
- 5.1.2 Engineering and work practice control,
- 5.1.3 Personal protective equipment,
- 5.1.4 Equipment cleaning and disinfecting.

While the concept of “Universal Precaution” is generally accepted as prudent and effective, a more complete worker protection program is required to ensure maximum protection. The approach for the safe handling of infectious agents involves the use of a combination of strategies.

5.2 Engineering Controls

Wherever possible, engineering controls will be utilized to reduce potential exposure. The Safety Officer will be responsible for inspection and maintenance of these controls. Records will be maintained for frequency of inspection and repairs.

5.2.1 Sharps Containers: Sharps containers shall be used to make sure contaminated “sharps” (needles, blades, etc.) cannot injure other workers.

5.2.2 Labels: The Safety Officer shall ensure that biohazard labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious materials, and other containers used to store, transport or ship blood or other potentially infectious materials. The universal biohazard symbol shall be used. The label shall be fluorescent orange or orange red. Red bags, or containers may be substituted for labels. However, regulated wastes must be handled in accordance with the rules and regulations of the organization having jurisdiction. Engineering and work practice controls will be used to eliminate and/or minimize potential exposure. When potential exposure remains, PPE shall be used;

5.2.3 Machine Guarding: The elimination sharp, edges, pinch points, run-in points, and other standard practices to minimize worker injury is an ongoing and active process. Through the elimination of items that can cause physical injury, workers will be protected from unnecessary exposure to bloodborne pathogens.

5.2.4 Hand-washing Facilities: Hand-washing facilities are also available to the employees who incur exposure to blood or other potentially infectious materials. These facilities are readily accessible after incurring exposure. Hand-washing facilities are located throughout the facility.

5.2.5 For handling other regulated waste: The Village of Greenport will provide containers sufficient to contain regulated wastes, other than those regulated by the Bloodborne Pathogens rule, capable of resisting punctures and labeled as a biohazard (as appropriate). These are located in the Safety Officer’s office. The waste shall be placed in containers which are closable, constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation or shipping. The waster much be labeled or color coded and closed prior to removal to prevent spillage or protrusion of contents during handing, storage, transport, or shipping. ** Disposal of all regulated waste shall be in accordance with applicable United States, state and local regulations.

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5.3 Work Practices Controls

5.3.1 Employees shall wash their hands immediately or as soon as possible after removal of gloves or other personal protective equipment and after hand contact with blood or other potentially infectious materials,

5.3.2 All personal protective equipment must be removed immediately upon leaving the work area or as soon as possible if overtly comminuted and place in an appropriately designated area or container for storage washing, decontamination or disposal.

5.3.3 Used needles and other sharps ay not be sheared, bent, broken, recapped, or resheathed by hand. Used needles may not be removed from disposable syringes. Recapping is permitted only if no other alternative is feasible and must be done using an approved mechanical device or one-handed technique.

5.3.4 Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses are prohibited in work areas where there is a potential for occupational exposure.

5.3.5 Food and drink shall not be stored in refrigerators, freezers, or cabinets where blood or other potentially infectious materials are stored or in areas of possible contamination.

5.3.6 All procedures involving blood or other potentially infectious materials will be done in a manner which minimized splashing, spraying, and aerosolization of these substances.

5.3.7 Mouth pipetting/suctioning is prohibited

5.3.8 If conditions are such that hand washing facilities are not available, antiseptic hand cleaners are to be used. Because this is an interim measure, employees are to wash hands at the very first available opportunity.

5.3.9 Exposed employees wash hands and exposed skin as soon as possible after exposure; and contaminated materials are properly disposed of as Red Bad Waste or medical waste or bio-hazard waste.

5.3.10 Supervisors shall ensure that after the removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

5.3.11 Supervisors shall ensure that if employees incur exposure to their skin or mucous membranes then those areas shall be washed or flushed with water as soon as feasible following contact.

5.3.12 Decontamination will be accomplished by the following the procedure for blood contamination clean-up flowchart in appendix E. This process describes the clean-up activities to follow when any blood is found on the processing line, blood detected in the production line or on the product. Only trained employees shall be allowed to undertake decontamination activities.

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5.4 Personal Protective Equipment

5.4.1 All personal protective equipment used at this facility will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

5.4.2 The Safety Officer shall ensure that appropriate PPE in the appropriate sizes is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

5.4.3 The safety Officer shall ensure that personal protective equipment will be cleaned, laundered and disposed of by the employer at no cost to the employees. All repairs and replacements will be made by the employer at no cost to employees.

5.4.4 The Supervisor shall ensure that all garments which are penetrated by blood shall be removed immediately or as soon as feasible. All PPE will be removed prior to leaving work area. When PPE is removed, it shall be placed in an appropriate designated area or container for storage, washing, decontamination or disposal.

5.4.5 Gloves shall be worn where it is reasonably anticipated that the employees will have hand contact with blood, other potentially infectious materials, non-intact skin, and mucous membranes; when performing vascular access procedures and when handling or touching contaminated items or surfaces.

5.4.6 Disposable gloves used at this facility are not to be washed or decontaminated for re use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured or when their ability to function as a barrier is compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibits other sign of deterioration or when their ability to function as a barrier is compromised.

5.4.7 Additional PPE selections and such as use of head nets, smocks, foot covering and aprons maybe necessary to ensure employee safety regarding bloodborne pathogens in a certain work place situation.

5.4.8 Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked "A biohazard", labeled, or color-coded red bags at the location where it was used. Such laundry will be not be sorted or sensed in the area of use.

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6.0 HEPATITIS VACCINATION PROGRAM

The Village of Greenport shall make available the Hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post exposure follow up to employees who have had an exposure incident.

6.1 The Safety Officer shall ensure that all medical evaluations and procedures including the Hepatitis B vaccine and vaccination series and post exposure follow, including prophylaxis are:

6.1.1 Made available at no cost to the employee;

6.1.2 Made available to the employee at a reasonable time and place;

6.1.3 Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed healthcare professional; and

6.1.4 Provided according to the recommendations of the U.S. Public Health Service.

6.2 Hepatitis B vaccination shall be made available after the employee has received the training in occupational exposure (see Information and Training) and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicate for medical reasons.

6.3 Participation in a preOscreening program shall not be a prerequisite for receiving Hepatitis B vaccination.

6.4 If the employee initially declines the Hepatitis B vaccination but at a later day while still covered under the standard decided to accept the vaccination, the vaccination shall then be made available.

6.5 All employees who decline the Hepatitis B vaccination offered shall sign the OSHA required waiver indicating their refusal. This waiver is good for one calendar year and must be re-signed by employees who choose to decline the vaccination at each refresher training.

6.6 If a routine booster does of Hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster doses shall be made available.

6.7 Safety Officer shall ensure that the healthcare professional responsible for the employees' Hepatitis B vaccination is provided with the following:

6.7.1 CFR 1910.1030;

6.7.2 A written description of the exposed employees' duties as they relate to the exposure incident;

6.7.3 All medical record relevant to the appropriate treatment of the employee including vaccination status.

6.8 The Safety Officer shall obtain and provide the employee with a copy of the evaluating healthcare professional's written opinion within 15 days of the completion of the evaluation.

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6.9 The health care professional's written opinion for HBV vaccination shall be limited to whether HBV vaccination is indicated for an employee, and if the employee has received such a vaccination.

6.10 The Healthcare professional's written opinion for post exposure follow up shall be limited to the following information:

6.10.1 A statement that the employees has been informed of the results of the evaluation; and

6.10.2 A statement hat the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

6.10.3 All other findings or diagnosis shall remain confidential and shall not be included in the written report.

7.0 EMPLOYEE COMMUNICATION and TRAINING:

The Village of Greenport shall assure that all employees with the potential for exposure to blood or other infectious materials understand the associated hazards and are trained to minimize their exposure

7.1 To accomplish these requirements, The Village of Greenport shall ensure that a competent person, who shall include but is not limited to the following, conducts training:

7.1.1 Ensure that sign and labels conform to 1910.1030;

7.1.2 Provide training at no cost to the employee;

7.1.3 Conduct training prior to any potential exposure;

7.1.4 Conduct training at least annually or as conditions change;

7.1.5 Conduct training in English and other languages as required;

7.1.6 Provide warning signs and labels; and

7.1.7 Utilize current training aids

7.2 Training program: Employee training shall include:

7.2.1 A review of 1910.1030;

7.2.2 Discussions of bloodborne diseases;

7.2.3 Modes of transmission;

7.2.4 Review of the exposure control plan;

7.2.5 Recongnition of tasks that may involve exposure;

7.2.6 Procedures for handling contaminated waste;

7.2.7 Right to have the HEP B vaccination

7.2.8 Procedure for recording an incident; and

7.2.9 Post exposure evaluation.

7.2.10 irst Aid / CPR and AED

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8.0 EXPOSURE INCIDENT EVALUATIONS

An exposure incident is specific eye, mouth, other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that results from the performance of an employee's duties. Should an employee be exposed to a potentially infectious material (via needle stick, splash, etc.) post-exposure evaluations will be provided.

8.1 Employees should immediately report exposure incidents or suspected exposure incidents to the Safety Officer. The exposed employee must be immediately directed to a licensed health care professional for testing and medical evaluation. This allows for timely medical evaluation and follow-up by a licensed health care professional as well as for timely testing of source individual's blood for HIV and HBV.

8.2 All exposure incidents shall be investigated and documented. The findings of the documented investigation must be sent with the exposed employee to the treating health care professional. The Safety Officer shall investigate and document the incident using the form in appendix C. When evaluating an exposure incident, through assessment and confidentiality are critical issues. All reports must be treated with strict confidence.

8.2.1 The written documentation shall include; the route of exposure and circumstances under which exposure occurred, HBV and HIV antibody status of the source patient(s) (if known), the employees involved, and consent to test the blood of all involved in the incident.

8.2.2 If the source patient can be determined, permission is obtained and, it is not prohibited by law, collection and testing of the source patient's blood to determine the presence of HIV or HBV infection shall be done as soon as possible after the exposure incident.

8.2.3 If consent is not obtained; The Village of Greenport must show that legally required consent could not be obtained.

8.2.4 If the source is known to be infectious for HBV or HIV, testing need not be repeated to determine the known infectivity.

8.2.5 All samples will be preserved for at least 90 days.

8.3 Following a report of an exposure incident, the exposed employee shall immediately receive a confidential medical evaluation and follow up. The attending physician or licensed health care professional will be provided the following information:

8.3.1 A copy of the OSHA regulation "Bloodborne Pathogens" and its appendices;

8.3.2 A description of the affected employee's duties as they relate to the employee's occupational exposure;

8.3.3 Results of the source individual's blood testing, if available;

8.3.4 All employee medical records, including vaccination records, relevant to the treatment of the employee.

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8.4 The attending physician will provide written opinion to The Village of Greenport concerning the following:

8.4.1 Specific findings or diagnosis which are related to the employee's ability to receive the HBV vaccination.

8.4.2 A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

8.4.3 Any other findings and diagnosis shall remain confidential.

8.4.4 For each evaluation under this section, the company will obtain and provide the employee with a copy of the attending physician's written opinion within 15 days of the completion of the evaluation.

9.0 SHARPS INJURY LOG

A sharps injury log will be maintained at The Village of Greenport to record all percutaneous injuries from contaminated sharps. All entries on the sharps injury log will be recorded in a manner that maintains the confidentiality of the injured employee.

(NOTE: This requirement applies only to employers required to maintain a log of occupational injuries and illnesses under 29 CFR 1904. Maintenance of this sharps injury log is covered in 29 CFR 1904.8.)

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APPENDIX B

DECLINATION STATEMENT

I understand that due to my potential occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other infectious materials, I can receive the vaccination series at no charge to me. This declination statement is good until one year from the date below, and employees will re-sign this document each year during refresher training.

Employee Name: _____ Date: _____

Signature: _____

Village Representative: _____

Signature: _____

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APPENDIX C

EXPOSURE INCIDENT FORM

DATE: _____ TIME: _____

POTENTIALLY INFECTIOUS MATERIALS TYPE:

SOURCE:

DESCRIPTION of INCIDENT:

EMPLOYEES INVOLVED:

PPE UTILIZED:

CORRECTIVE/CLEAN-UP ACTIONS:

COMMENTS & ROCMMENDATIONS:

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APPENDIX D

SHARPS INJURY LOG

FACILITY NAME: _____

CALENDER YEAR: _____

LOG ADMINISTRATOR: _____

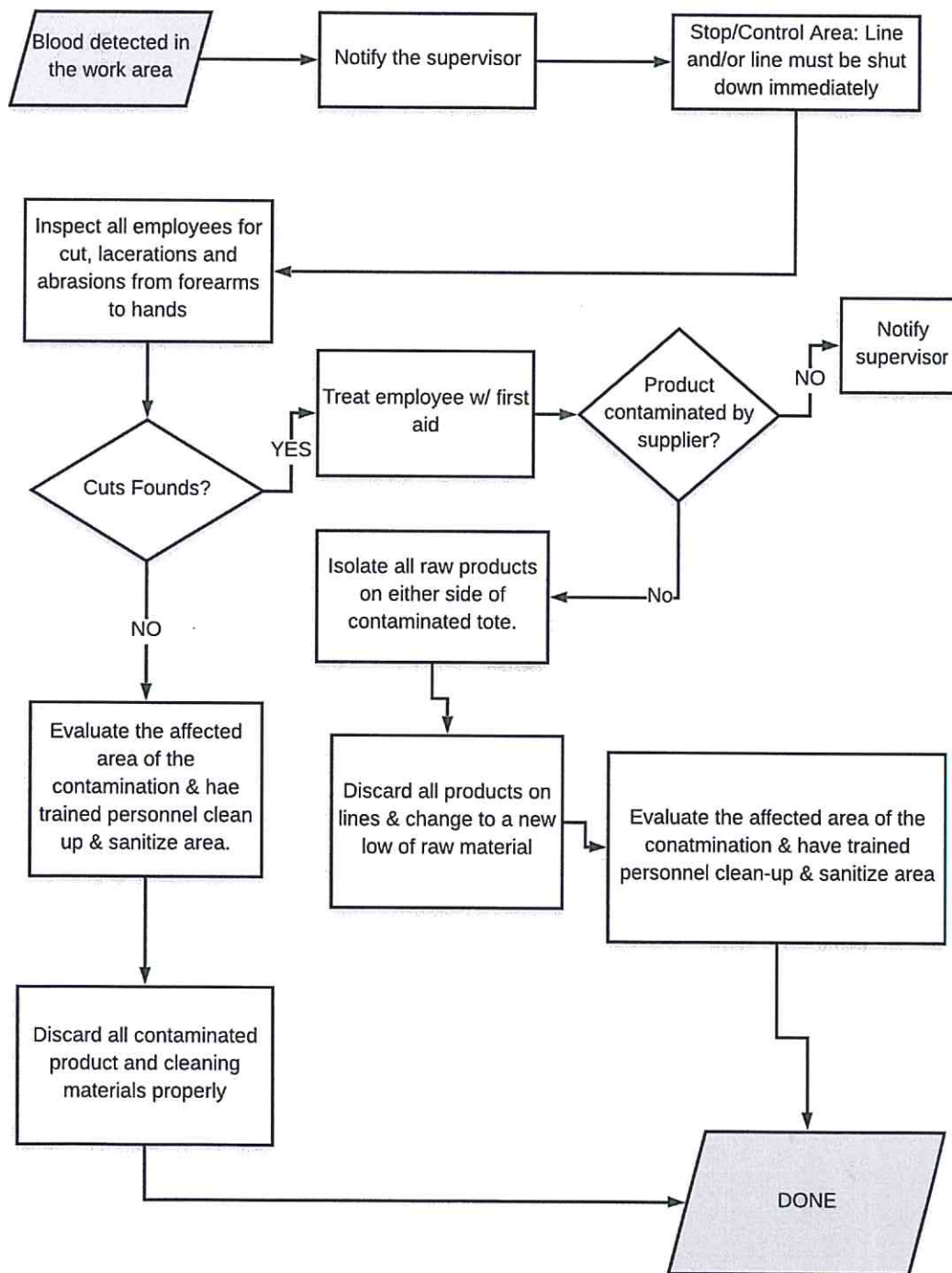
| DATE | INCIDENT LOCATION | WORK AREA | INCIDENT DESCRIPTION | TYPE/BRAND DEVICE INVOLVED |
|------|-------------------|-----------|----------------------|----------------------------|
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APPENDIX E:

PROCEDURE FOR BLOOD CONTAMINATION CLEAN-UP

Purpose: This process describes the clean up activities to follow when any blood is found on the processing line Blood Detected on the line or in the product



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