



**December 28, 2017 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

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

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Stella Bertolini
- Elizabeth "Betty" Blasko
- Kathryn Joan Kart
- Danielle Marie Meraz

ANNOUNCEMENTS

- The Village Offices will be closed on January 1st in celebration of New Year's Day.
- The Village Offices will be closed on January 15th in honor of Martin Luther King, Jr.

PUBLIC HEARING

- Community Development Block Grant ideas
- Proposed amendment to Chapter 132 (Vehicles and Traffic), Section 54 (Schedule XVI - Limited time Parking) of the Village of Greenport Code
- Proposed amendment to Chapter 88 (Noise) of the Village of Greenport Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

December 15, 2017

LOCAL LAW NO. OF THE YEAR 2018
AMENDING SECTION 132-54 OF THE GREENPORT VILLAGE CODE
TO CREATE ELEVEN ADDITIONAL TIMED PARKING SPACES IN THE
IGA PARKING LOT

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-54

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section
132-54 of the Greenport Village Code to Create Eleven Additional Timed Parking
Spaced in the IGA Parking Lot”

1.2. Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create additional timed parking spaces to create additional supply of parking and benefit commercial businesses and their customers in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-54 of the Greenport Village Code shall be amended to add the following eleven additional timed parking spaces:

Name of Street	Sides	Time Limits	Hours	Location
IGA Parking Lot (Adams Street)	Parking Lot	30 minutes	8:00 a.m. to 6:00 p.m.	Southeast part of IGA lot facing the west side of the IGA building

3.0 Severability

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

December 22, 2017

LOCAL LAW NO. OF THE YEAR 2018
CREATING SECTIONS 88-11, 12, 13, 14, AND 15
OF THE GREENPORT VILLAGE CODE
REGulating THE USE OF LEAF BLOWERS

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 Creation of Sections 88-11, 12, 13, 14, and 15.

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Creating Sections 88-11,
12, 13, 14, and 15 of the Greenport Village Code to Add Regulations Regarding Leaf
Blowers”.

1.2. Enactment.

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

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be with in 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 reduce offensive noise in the Village of Greenport by regulating the use of leaf blowers.

2.0 General Provisions.

2.1 Sections 88-11, 12, 13, 14, and 15 of the Greenport Village Code are hereby created to read as follows:

§ 88-11 Purpose and intent.

The Village of Greenport hereby finds that unlimited use of lawn maintenance equipment powered by internal-combustion engines, particularly so called "leaf blowers," impairs the economic and social welfare, health, peace and quality of life of persons residing in the Village of Greenport. The purpose of this Article is to minimize the adverse impact of such equipment and yet permit its use within the Village. The provisions of this article shall be liberally construed for the accomplishment of that purpose.

§ 88-12 Hours of use.

Leaf blowers powered by internal-combustion engines shall not be operated in the Village of Greenport, except at the following times:

- A. On weekdays between 8:00 a.m. and 5:30 p.m.
- B. On Saturdays between 10:00 a.m. and 5:00 p.m.
- C. On Sundays and holidays between 12:00 p.m. and 4:00 p.m.

§ 88-13 Further limitation on seasonal use of leaf blowers.

The operation of leaf blowers shall be limited to the time period between March 15 and April 30, inclusive, and October 15 and December 15, inclusive, of each calendar year.

§ 88-14 Enforcement.

This article shall be enforced against the owner of the property on which the leaf blower is being used and/or the operator of the leaf blower.

§ 88-15 Emergency situations.

The Mayor or the Village Administrator is authorized to suspend any one or more of the provisions of this Article V for a period of 24 hours whenever the Mayor or the Village Administrator determines that an emergency situation exists in the Village. Such suspension may be renewed each day during the continuance of such emergency.

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 12-2017-1**

RESOLUTION adopting the December 2017 agenda as printed.

RESOLUTION # 12-2017-2

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

RESOLUTION # 12-2017-3

RESOLUTION ratifying the following resolutions previously approved by the Board of Trustees at the Trustees' work session meeting held on December 21, 2017:

RESOLUTION approving the Inter-Municipal Agreement between the Village of Greenport and the Greenport Union Free School District for a joint program from 12-3 pm on December 26, 2017 through December 29, 2017 at the Greenport School, and authorizing Mayor Hubbard to sign the Inter-Municipal Agreement between the Village of Greenport and the Greenport Union Free School District; and

RESOLUTION approving the agreement between the Village of Greenport and Haugland Energy, LLC for the temporary use by Haugland Energy, LLC of specific Village of Greenport property, and authorizing Mayor Hubbard to sign the agreement between Haugland Energy, LLC and the Village of Greenport.

VILLAGE ADMINISTRATOR**RESOLUTION # 12-2017-4**

RESOLUTION authorizing Village Administrator Pallas to execute any amendments and documents exclusive of funding and finances, related to the proposed agreement between the Village of Greenport and the Governor's Office of Storm Recovery for the use of CDBG-DR funding.

RESOLUTION # 12-2017-5

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the provision of grant administration contract services related to the proposed agreement between the Village of Greenport and the Governor's Office of Storm Recovery for the use of CDBG-DR funding.

RESOLUTION # 12-2017-6

RESOLUTION ratifying the hiring of Matthew Trypaluk as a part-time, seasonal Ice Rink/Carousel employee at a pay rate of \$10.00 per hour, effective November 30, 2017.

RESOLUTION # 12-2017-7

RESOLUTION ratifying the hiring of William Burns and Isaiah Johnson as part-time, seasonal Ice Rink/Carousel employees at a pay rate of \$10.00 per hour, effective December 13, 2017.

RESOLUTION # 12-2017-8

RESOLUTION ratifying the hiring of Janelle Phillips as a part-time, seasonal Ice Rink/Carousel employee at a pay rate of \$10.00 per hour, effective December 16, 2017.

RESOLUTION # 12-2017-9

RESOLUTION authorizing the attendance of Douglas Rocco at NEPPA's 2018 Apprentice Program for Apprentice II Training at Northwest Lineman College in Littleton, Massachusetts. Training will be completed in five sessions to be held on January 30th – February 2nd, March 27th – 30th, June 6th – 7th, September 11th – Sept 14th, and October 30th – November 2nd, at a cost of: \$3,200.00 for the training classes, a room rate of \$123.99 per night, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements; to be expensed from account E. 0785.210 (Employee Training) and E.0782.000 (Management Services).

VILLAGE TREASURER**RESOLUTION # 12-2017-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3783, to fund the purchase of a new postage machine, and directing that Budget Transfer # 3783 be included as part of the formal meeting minutes for the December 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 12-2017-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3784, to fund the repair of the Carousel doors, and directing that Budget Transfer # 3784 be included as part of the formal meeting minutes for the December 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 12-2017-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3787, to fund the Village-wide paving project , and directing that Budget Transfer # 3787 be included as part of the formal meeting minutes for the December 28, 2017 regular meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 12-2017-13

RESOLUTION approving the attached agreement between the Village of Greenport and the Public Employer Risk Management Association, Inc. for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for the employees of the Village of Greenport.

RESOLUTION # 12-2017-14

RESOLUTION accepting the notification of retirement, effective December 19, 2017; and dated December 4, 2017 from Village Director of Development Eileen Wingate.

RESOLUTION # 12-2017-15

RESOLUTION abolishing the Civil Service title/position of Village Director of Development for the Village of Greenport.

RESOLUTION # 12-2017-16

RESOLUTION approving the attendance of Code Enforcement Officer Taglieri at the New York State Department of State Code Enforcement Officer classes 9A (Introduction to Code Enforcement Practices, Part 1), 9B (Introduction to Code Enforcement Practices, Part 2) and 9C (Inspection Procedures for Existing Buildings) in Yaphank, New York. Class 9A will be held from 8 a.m. through 4 p.m. from February 13, 2018 through February 15, 2018. Class 9B will be held from 8 a.m. through 4 p.m. from April 10, 2018 through April 12, 2018. Class 9C will be held from 8 a.m. through 4 p.m. from June 5, 2018 through June 7, 2018. There is no charge for these classes, and the standard mileage reimbursement applies.

RESOLUTION # 12-2017-17

RESOLUTION scheduling a public hearing for 7:00 p.m. on January 25, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944; regarding the Wetlands Permit Application submitted by North Ferry Company, Inc. to connect and stabilize two independent finger piers at the ferry terminal by installing two new sections of bulkhead and placing fill landward of new bulkhead as landfill; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 12-2017-18

RESOLUTION authorizing the issuance of a Request for Proposals for the painting of fourteen (14) inner scenic panels at the Village of Greenport Carousel, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 12-2017-19

RESOLUTION rescinding Resolution # 02-2017-3 as attached, from the February 23, 2017 regular meeting of the Village of Greenport Board of Trustees.

RESOLUTION # 12-2017-20

RESOLUTION accepting the bid as submitted by Russell Reid Waste Hauling and Disposal Service Co. Inc., for the provision of liquid sludge hauling services, at a price of \$ 196.00 per 1,000 gallons, per the bid opening on December 18, 2017; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Russell Reid Waste Hauling and Disposal Service, Inc.

RESOLUTION # 12-2017-21

RESOLUTION rejecting all bids as received on December 20, 2017 for the removal and/or pruning of specified trees and the removal and grinding of tree stumps on Village of Greenport streets, authorizing a re-bid for the removals, and directing Clerk Pirillo to notice the re-bid accordingly.

VOUCHER SUMMARY**RESOLUTION # 12-2017-22**

RESOLUTION approving all checks per the Voucher Summary Report dated December 22, 2017, in the total amount of \$ 1,022,664.38 consisting of:

- o All regular checks in the amount of \$ 978,006.76, and
- o All prepaid checks (including wire transfers) in the amount of \$ 44,657.62.

THIS INTERMUNICIPAL COOPERATION AGREEMENT entered into as of the ___day of _____, 2017 by and between the GREENPORT UNION FREE SCHOOL DISTRICT ("School District") with offices for the transaction of business located at 720 Front Street, Greenport, New York 11944 and the VILLAGE OF GREENPORT ("Village") with offices for the transaction of business located at 236 Third Street, Greenport, New York 11944.

RECITALS

WHEREAS, the School District and Village would like to share services to provide a safe, fun and inviting opportunity for children to come to the Greenport High School during the December break to play in a supervised environment;

WHEREAS, the School District and the Village recognize the limited options for children in the School District during the December break throughout the day, as well as the late December cold weather;

WHEREAS, both parties believe that it is in the best interest of the taxpayers of School District and Village to share resources to provide a safe, fun and inviting opportunity where children can be encouraged to come, exercise through play, and be in a safe and positive environment among friends;

WHEREAS, individual resources can be made available for mutual use when it is in the public interest;

WHEREAS, the parties wish to contract with one another for the operation and provision of such supervised environment as described herein to School District residents during the December break in accordance with General Municipal Law § 119-0; and

WHEREAS, the parties recognize what their respective rights and obligations will be under the contract;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. This Agreement shall take effect on the date of execution by both parties and shall remain in effect until January 31, 2018. Notwithstanding the term of agreement set forth herein, the parties shall have the option to renew the Agreement upon mutual consent and adoption of a resolution authorizing renewal by each party's respective Board.

2. School District and Village each represents that it is authorized pursuant to both Article 9 § 1 of the New York State Constitution and Article 5-G of the General Municipal Law to enter into inter-municipal agreements.

3. School District and Village believing it to be in the best interest of their taxpayers, do hereby authorize inter-municipal cooperation and assistance with and between each other for the operation and provision of a supervised environment to provide a safe, fun and inviting opportunity where children can be encouraged to come, exercise through play, and be in a safe and positive environment among friends (the "Program") at the Greenport High School to School District residents during the December break in accordance with General Municipal Law § 119-o.

4. Village and School District agree to cooperate with one another in furtherance of the operation of the Program to School District residents during the December break in accordance with General Municipal Law § 119-o.

5. The Program will run at the Greenport High School on December 26th, 27th, 28th, and 29th from 12:00 noon to 3:00 pm in accordance with the following agreed upon schedule:

Secondary				
Dates	Times	Location	Greenport Staff	Rec Center Staff
Dec 26th	12:00-3:00 pm	Big Gym	1	3
Dec 27th	12:00-3:00 pm	Big Gym	1	3
Dec 28th	12:00-3:00 pm	Big Gym	1	3
Dec 29th	12:00-3:00 pm	Big Gym	1	3
Elementary				
Dates	Times	Location	Greenport Staff	Rec Center Staff
Dec 26th	12:00-3:00 pm	Small Gym	1	3
Dec 27th	12:00-3:00 pm	Small Gym	1	3
Dec 28th	12:00-3:00 pm	Small Gym	1	3
Dec 29th	12:00-3:00 pm	Small Gym	1	3

6. The School District agrees to supply the facility and two (2) School District employees.

7. The Village agrees to supply six (6) recreation center employees.
8. The parties agree that the secondary students (grades 7-12) will be in the "Big Gym" with one (1) School District employee and three (3) Village recreation center employees and the elementary students (grades K-6) will be in the "Small Gym" with one (1) school district employee and three (3) Village recreation center employees.
9. The parties' obligations hereunder shall be performed in accordance with all applicable laws, rules, regulations and ordinances and requirements of the State Education Department.
10. The parties agree to purchase and maintain an insurance policy to protect School District and Village from claims under worker's or workmen's compensation, claims for damages because of bodily injury, occupational sickness or disease, or death of employees, claims for damages insured by usual personal injury liability coverage or injury to or destruction of tangible property, including loss of use resulting therefrom for which the either party may be legally liable. Insurance shall be required as follows:
 - a. Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. Commercial Auto Liability Insurance: \$3,000,000 combined single limit.
 - c. Commercial Excess Insurance: \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - d. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - e. Insurance policies in effect shall include coverage for sexual misconduct.

Each party agrees to name the other as an additional insured using ISO additional insured endorsement CG 20 26 or equivalent and shall furnish to the other certificates evincing its procurement of such policies. Policies shall contain a 30 day notice of cancellation.

11. The parties each agree to indemnify and hold harmless the other, its agents, officers, and employees from and against all claims, damages, losses and expenses caused by the negligent act or omission of the indemnifying party in the performance of its obligations hereunder.
12. Either shall have the right to terminate this Agreement upon sixty (60) days written notice to the non-terminating party.

13. Any alteration, change, addition, deletion or modification of any provision of this Agreement or of any right either party has under this Agreement must be made by the mutual assent of the parties in writing and signed by both parties.

14. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. This Agreement constitutes the full and complete Agreement between the parties and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

16. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship or partnership or joint venture between School District and Village.

17. This Agreement had been mutually arrived at and shall not be construed against either party as being the drafter or causing this Agreement to be drafted.

18. The undersigned representatives of each party hereby represents and warrants that they are officers, agents, or directors of the party for whom they sign with all legal rights, powers and authority to enter into this Agreement on behalf of the respective parties and bind them with respect to all obligations enforceable against them in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby do acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

**GREEPORT UNION FREE
SCHOOL DISTRICT**

VILLAGE OF GREENPORT

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

License Agreement

This Agreement entered into on the day of December, 2017, between the VILLAGE of GREENPORT, a municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (the “Village”), and Haugland Energy LLC, a domestic limited liability company with offices located at 11 Commercial Street, Plainview, New York 11803 (“Haugland”), as follows:

W I T N E S S E T H:

WHEREAS, the Village is the owner of certain property located on Moores Lane in the Village of Greenport, which property is adjacent to the Hawkeye Power Station (the “Property”), and as described or indicated on Exhibit A hereto; and

WHEREAS Haugland is contractor that is working on the PSEG Greenport to Shelter Island cable installation (the “PSEG Project”) and requires a staging area for that project; and

WHEREAS the Village of Greenport is desirous of entering a licensing agreement with Haugland for the use of the Property and Haugland is desirous of entering a license agreement with the Village of Greenport for the temporary use of the Property; and

WHEREAS the Village and Haugland have agreed to mutually agreeable terms and conditions of a license for the temporary use of the Property as reflected in this Agreement;

NOW THEREFORE in consideration of the promises and the respective and mutual agreements contained herein, the Village and Haugland hereby agree as follows:

1. The Village agrees to license Haugland a temporary, non-exclusive license (the “License”) over, across and upon the property described on the attached and incorporated survey (Exhibit A) (the “Property”) for the limited purpose of staging for Haugland’s work on the

PSEG Project only, in the areas indicated on the attached and incorporated diagram (Exhibit A), reasonably required for the use of the Property as indicated on Exhibit A hereto to use for an office trailer, storage container, conduit, trucks and equipment.

2. The term of this license shall be from December 23, 2017 until April 1, 2018, or such earlier time that (1) the PSEG Project is completed or abandoned by LIPA; or (2) the License is terminated by action of the parties or by operation of this Agreement; or (3) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement.

3. The consideration for the license shall be fifteen thousand dollars (\$15,000), payable by Haugland in one payment due on December 23, 2017.

4. Haugland shall occupy and use the Property in a safe and workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code and applicable State and Federal and industry standards.

5. Haugland's shall insure that its use of the Property shall not constitute any substantial nor immediate risk, interference and/or disruption to the Village and the public's use of Moores Lane, and Moores Lane shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder.

6. Haugland shall be the sole user of the Property, and Haugland shall not assign, sublet, sublicense or agree to the use of any or all of the Property by any other party or entity.

7. Haugland shall be obligated upon the expiration or termination of this Agreement, or on the abandonment or termination of the PSEG Project, to restore the Property and any other areas of private or public property that are disturbed by Haugland's exercise of any of its license

rights under this Agreement, to the condition in which those areas existed prior to the commencement of this Agreement and Haugland's use of the Property less reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental conditions solely caused by Haugland, subject to inspection by the Village, without any exception or set-off.

8. Neither the Village nor Haugland shall commit, suffer, or permit any waste on the other's property or any acts to be done thereon in violation of any laws or ordinances, and shall not knowingly or willfully use or permit the use of the other's property for any illegal purposes.

9. Haugland, its employees, contractors, vendors, and invitees shall individually comply with all rules and regulations adopted by the other property owner when using the other's property. Any willful violation of said rules and regulations or the terms of this Agreement by Haugland.

10. Nothing contained in this Agreement or in any document related hereto shall be construed to imply the granting to Haugland rights which exceed those granted in this Agreement.

11. This Agreement may be terminated by the Village for cause on five days notice to cure, and may be either Party without cause or reason on thirty (30) days notice to the other party.

12. Haugland will not make any alterations or improvements to the Parking Lot or on any property of the Village without prior written approval and authorization by the Village of Greenport.

13. Haugland shall keep the Property in a clean and orderly condition and not allow

trash of any kind to be piled or stored on the Property. Haugland shall continue to be responsible for the general maintenance of the Property to this Agreement that is attributable to Haugland's use of the Property. In the event that there is a specific event, occurrence or action by which Haugland causes or results in damage or excessive wear on the Property other than the normal wear then the Village shall notify Haugland in writing of the nature and amount of the repair and maintenance, and Haugland within thirty (30) days of receipt of the notice shall pay to the Village the amount demanded therein for the maintenance and repair of the Property.

14. Haugland shall be responsible to restore the Property to the condition that the Property was in prior to this License Agreement at the end of this Agreement and Haugland shall be liable to the Village for any damage, excessive wear, pollution, contamination, or other matters arising from Haugland's use of the Property. Haugland shall also be liable to the Village for any wear or damage to Moores Lane resulting from Haugland's use of the Property. Haugland shall obtain and provide a security bond in favor of the Village of Greenport in the amount of \$10,000 for Haugland's responsibilities to maintain and restore under this Agreement.

15. Haugland shall be responsible to secure the Property during Hoagland's use. Any fencing or lighting used by Haugland shall be approved by the Village of Greenport in advance or installation.

16. The Village shall not be responsible for any loss or damage to or of Haugland property during or as a result of Haugland's use of the Property.

17. Any right created herein on behalf of Haugland may not be assigned, subleased or sublicensed in any manner and any attempted assignment, sublease or sublicense shall be null and void and shall be cause for immediate termination of this Agreement, and shall confer no

right, title, or interest in or to this Agreement or the Property.

18. Haugland shall procure and maintain, throughout the duration of this Agreement, property, bodily injury and liability insurance in the amount of not less than two million (\$2,000,000) per occurrence and five million dollars (\$5,000,000) per annum against claims for injuries to persons or damages to property which may arise from or in connection with Haugland's operations and occupancy and use of the Property. Haugland shall provide the Village with the original endorsement page of such policy naming the Village of Greenport, its appointed and elected officials, officers, employees and volunteers as additional insured and provide evidence of the required insurance in a form acceptable to the Village prior to the execution of this Agreement.

19. Each insurance policy required by Section 13. above shall be endorsed to require that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested.

20. All required insurance shall be placed with insurers acceptable to the Village, admitted to do business in the State of New York and with current BEST'S ratings of no less than B+, Class X.

21. Haugland shall defend, indemnify, save and hold harmless the Village and its respective elected officials, officers, employees, agents and volunteers, from and against any and all damages to property or injuries or death of any person or persons, including injuries or death to officials, officers, employees, agents or volunteers of the Village and shall defend, indemnify, save and hold harmless the Village, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, resulting from, arising out of, or in any way related to the

Haugland's use of the Property, or the acts, errors or omissions of Haugland, its officers, employees, agents, volunteers and subcontractors, in the performance of this Agreement.

22. The indemnification provided herein shall not extend to loss or damage arising from the Village's own acts, omissions, active or passive negligence, sole negligence or willful misconduct. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Village, its officers, employees, agents, volunteers or subcontractors, but shall be required whenever any claim, demands, suits, actions or proceedings of any kind or nature assert liability against the Village.

23. Haugland's and any and all agents and employees of Haugland shall act in an independent capacity and not as officers or employees of the Village.

24. Each party shall at their sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force throughout the entire initial term and any renewal terms of this Agreement.

25. This Agreement sets forth all of the agreements and understandings of the Village and Haugland and any modification shall be in writing and properly executed by both parties.

26. All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail.

To the Village of Greenport,

Attn.: Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944.

To the Haugland Energy LLC:

Haugland Energy LLC, 11 Commercial Street, Plainview, New York 11803

27. In the event there is a default by either Party with respect to any of the provisions of this Agreement or any obligations under it, the defaulting party shall be given written notice of such default. After receipt of such written notice, the defaulting party shall have five (5) calendar days in which to cure any monetary default and ten (10) calendar days in which to cure any non-monetary default, however the defaulting Party shall have such extended period as may be required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten (10) calendar days and the defaulting party commences the cure within the ten (10) calendar day period and thereafter continuously and diligently pursues the cure to completion. If the defaulting Party does not provide evidence to the non-defaulting Party of the complete cure of the default within the applicable cure period, the non-defaulting Party may do any of the following:

A. Terminate this Agreement. All rights of defaulting Party and those who claim under the defaulting Party, stemming from this Agreement, shall end at the time of such termination; or

B. At non-defaulting Party's sole option, correct any such default by performance of any act, including payment of money, and bill the defaulting Party for the cost thereof plus reasonable administrative costs.

C. In addition to the above, pursue any other remedies available at law or in equity.

28. In the event that either the Village or Haugland commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other costs of sustaining such action, including reasonable attorney fees, as may be fixed by the court.

29. Haugland agrees that no improvements shall be erected, placed upon, operated, nor maintained within the Property, nor any business or activities conducted or carried on therein or therefrom, in violation of the terms of this Agreement or of any Federal, State, or local law or regulation.

Haugland Energy LLC

By: _____

Village of Greenport

By: _____

ACKNOWLEDGEMENT OF HAUGLAND ENERGY LLC

STATE OF NEW YORK)

)ss:

COUNTY OF SUFFOLK)

On this ____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ____ day of _____, 20____, before me personally came _____ to me known to be the _____ the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

Notary Public

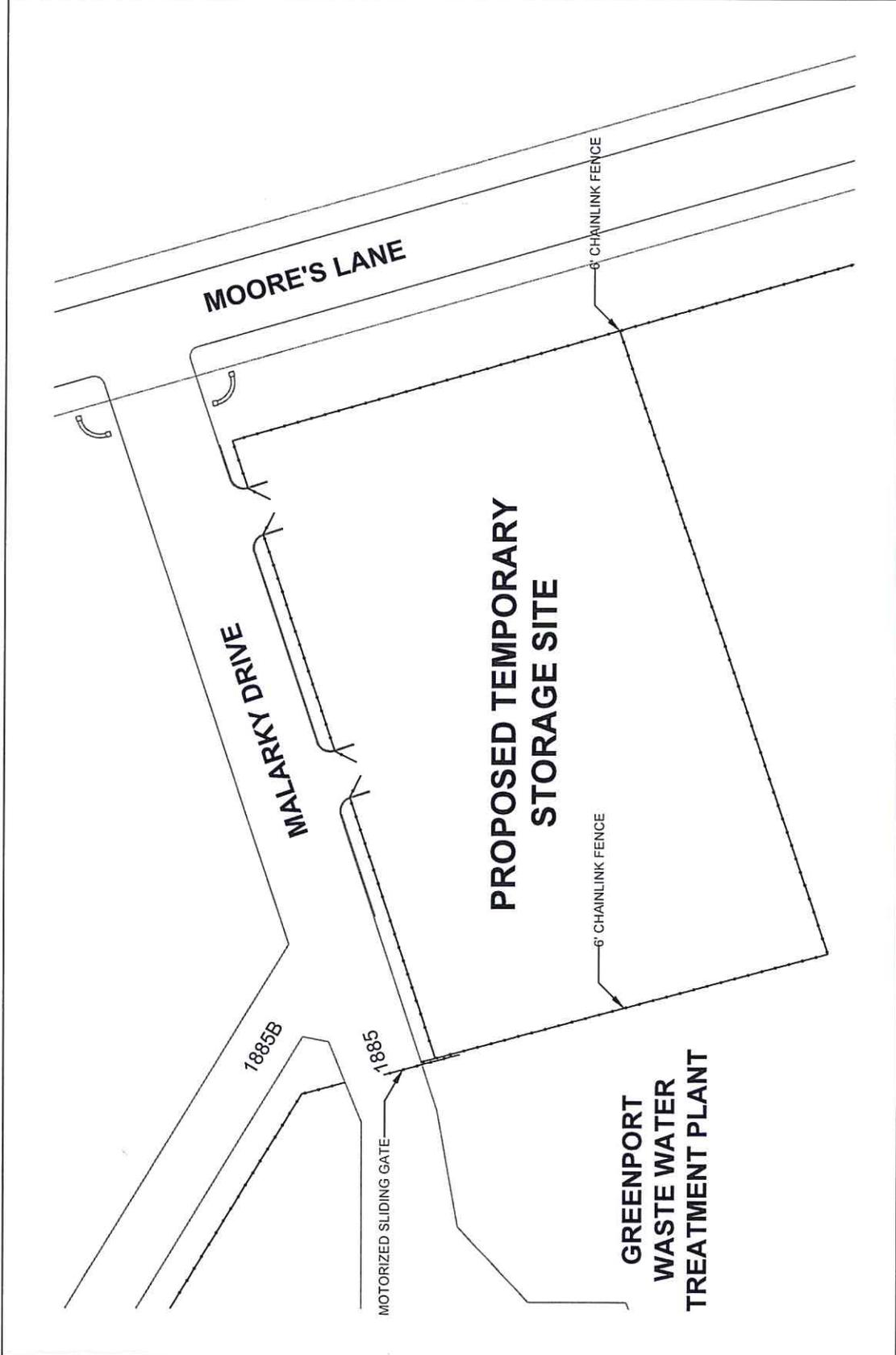


EXHIBIT A
(PROPOSED TEMPORARY
STORAGE SITE)

VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT, NY 11944
P:631.477.0248 F:631.477.1707

SCALE: 1" = 40'-0"
DATE: DEC. 22, 2017
DRAWN BY: DLB

DW-PS01



Susan J. Stohr
SJS Associates
Government Affairs Consulting
9 Stanford Place
Montclair, NJ 07042
susan.stohr@comcast.net

November 17, 2017

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

Dear Mr. Pallas:

Pursuant to our recent discussions regarding the continuing efforts to advance the development and construction of the proposed Greenport Municipal Utility Microgrid Project, I have enclosed here a proposed Scope of Work related to consulting services providing administrative, logistical and policy support for the Project.

This Scope of Work is necessarily broad but can be amended to add any additional specific tasks that may be appropriate.

Please let me know if you have any questions or would like to have any changes made to this Scope of Work and contract proposal.

I appreciate the opportunity to be considered for this contact.

Many thanks,

Susan

Susan Stohr
Principal, SJS Associates

VILLAGE OF GREENPORT PROPOSED SCOPE OF WORK
PRESENTED BY SUSAN STOHR, SJS ASSOCIATES
11/17/2017

This proposal provides a scope of work related to administrative, logistical and policy support for the Village Administrator regarding Greenport Municipal Utility's efforts to secure the federal construction funding available through the Housing Trust Fund Corporation (HTFC), acting by and through the Governor's Office of Storm Recovery (GOSR) for the development and construction of the Greenport Municipal Utility Microgrid Project (Project).

Overview:

The focus of the work under this proposal is to provide support for the Village Administrator, Municipal Utility staff and any consultants, as directed, to advance Project development discussions, the completion of necessary paperwork and other requirements to conform to the federal Housing and Urban Development (HUD) and HTFC guidelines within the specified timeframes to ensure the compliance necessary to secure the federal funds provided through the grant.

Services To Be Provided Under this Contract Include:

- Continuing Support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Schedule of Fees/Term of Contract

I propose a contract that provides for not more than 60 hours of consulting services at a fee of \$135 per hour, commencing December 1, 2017 and continuing through the completion of the federal funding HUD/HFTC Microgrid Project requirements.

In addition to the professional fee, I would be reimbursed for agreed-upon reasonable and necessary out-of-pocket expenses incurred in connection with my work under this contract. Out-of-pocket expenses include agreed-upon travel costs, telephone and fax costs, duplicating fees and overnight deliveries and will be billed at cost. Invoices for these services and expenses, together with supportive details will be provided for payment on a monthly basis and will be paid within 45 days of receipt.



P E R M A

Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110

Toll Free in US (888) 737-6269

www.perma.org

Managed by Northeast Association Management, Inc.

November 20, 2017

Re: Changes affecting your municipality and PERMA membership

Dear PERMA member,

PERMA, like New York State, has been implementing a lot of changes lately, and we are grateful to our members for your understanding and encouragement. This mailing includes very important information regarding:

- The NYS VFF Enhanced Cancer Disability Benefits Act;
- The NYS Paid Family Leave Act;
- A new program agreement, adopted by the PERMA Board of Directors at their meeting in October; and
- Risk management resources for a new Safety Coordinator requirement.

VFF Enhanced Cancer Disability Benefits Act / Paid Family Leave Act

Two new benefit acts have been signed into law this year and we wanted to provide our members with information as to how you can comply with the regulations. Please see the enclosed flyers at the back of the packet.

New PERMA program agreement

On October 25, the PERMA Board of Directors approved a revised Program Agreement that will unify all members under the same language. In addition to the elimination of the entry fee for both new and returning members, the changes are:

- *Section 4, Payroll Classification; Section 5, Contributions; and Section 6, PERMA Advance Discount* – Read together, these three sections clarify the PERMA underwriting process and how contributions are calculated.
- *Section 8, Limit of Liability* – Gives the NYS Workers' Compensation Board (WCB) the authority to determine PERMA's solvency and clearly states members' obligations to their own claims should insolvency occur.
- *Section 9, Safety Program* – Language has been added to detail requirements for members to have a named Safety Coordinator and a Safety Committee that meets quarterly, at minimum. Data has shown that, historically, organizations with an engaged safety culture have lower loss frequency and severity than comparable organizations without active risk management.

Excluding Section 9, which will be discussed further below, questions regarding the program agreement should be directed to Member Services – memberservices@neami.com or 518-220-0388. If you have no questions, **please sign the two enclosed agreements and return with the Safety Coordinator Questionnaire in the envelope provided by December 4, 2017.** We will then send a fully executed agreement back to you for your records.

New York's premier provider of workers' compensation for public entities

Safety Coordinator risk management resources

As stipulated in Section 9 of the new Program Agreement, PERMA members will now be required to have a named Safety Coordinator and form a Safety Committee that meets quarterly. Within this packet, the risk management department has provided a breakdown of these new requirements, as well as a questionnaire intended to assess PERMA members' current utilization of safety committees and coordinators. **Please complete the Questionnaire and return it with the program agreements in the envelope provided by December 4.** Contacts for questions are included in the enclosed letter from the risk management department.

Thank you for your attention to these very important matters. Member engagement with the PERMA program is our greatest strength.

Sincerely,
PERMA Member Services
memberservices@neami.com
518-220-0388

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

9 Cornell Road

Latham, New York 12110

**WORKERS' COMPENSATION & EMPLOYERS LIABILITY
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the

Village of Greenport

236 3rd Street

Greenport, NY 11944

referred to in this agreement as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

1. **Term and Renewal.** The initial term of this Agreement will commence upon execution and will end on the expiration date of current coverage. The agreement will renew automatically for successive one year terms each year thereafter on the anniversary date of its commencement (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it reserves its right not to renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least 60 days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew

will be deemed, to the extent otherwise valid, to be a notice of termination under paragraph 13.

2. Coverage During the term of this Agreement. PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

3. Statement of Policy. As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose. The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (i) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention. The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety coordinator who shall be designated by and responsible to the Chief Executive Officer of the member."

(c) Reporting of Injuries. All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. Payroll Classification. (a) PERMA has the right to audit payroll records. PERMA will estimate the figures based upon a review of the expiring contract payrolls and/or the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member, in accordance with the terms of the coverage document. The member agrees to pay any additional contributions that are required as a result of this annual adjustment within 30 days of notice or invoice. Where appropriate, the member's contribution will be adjusted by refund to the member within 30 days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** PERMA will use population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances to calculate coverage cost for Volunteer Ambulance Coverage, and number of and duties of other

volunteers to calculate coverage cost for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion. PERMA may apply credits if there is a dual exposure for paid firefighters and volunteer firefighters protecting the same areas.

5. **Contributions** . The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing rules which are similar, but not identical, to those outlined in the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution within 15 days of the date of commencement, unless a payment plan is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of the maximum discount to be offered by PERMA. The discount for each member is determined individually by the PERMA underwriting department within the range approved by the PERMA Board of Directors.

7. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

8. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (i) the contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered under the coverage agreement. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or

future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

9. **Safety Program.** PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

The member must identify a named safety coordinator who will be required to complete training PERMA provides, including safety coordinator training, advanced safety coordinator training and accident investigation training. If the member does not already have a safety coordinator, the member will appoint a safety coordinator within six months of the date of commencement and the safety coordinator must complete the required training within 18 months of the date of commencement. If the member fails to satisfy these requirements, the PERMA Board of Directors may terminate its membership.

The member must comply with OSHA/PESH standards and regulations. The member must notify PERMA within 10 days of its receipt of a PESH violation. If the member is not in compliance with OSHA/PESH standards it is subject to a mandatory underwriting review.

The member must have an active safety committee of which the member's safety coordinator is a member. The safety committee must meet at least quarterly and must provide PERMA with an annual schedule of meetings, a list of participants and, upon request, minutes from the meetings which define the committee's safety improvements goals and efforts. The member's failure to comply with these requirements will result in a risk management audit.

The member is required to complete a PERMA accident review with respect to every incident which may give rise to a claim and submit that review to PERMA's Risk Management Department within three days of the incident. The member's failure to complete and submit the incident review will give rise to a safety audit and may result in an underwriting review.

The member agrees that it will cooperate in instituting any and all reasonable safety regulations that PERMA or its designee recommends to eliminate or minimize hazards that can contribute to injuries. The member will allow PERMA or its designee access to the member's facilities, employees and safety committee to perform a risk assessment/safety audit. PERMA may terminate this agreement if the member fails to allow such access. The member's failure to institute suggested safety recommendations may result in an underwriting for review.

10. Claims. PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

11. By-laws, Rules and Regulations of PERMA. The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

12. Termination of Coverage and Membership. This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (i) on 10 days' written notice for the member's failure or refusal to make any required payment, unless the member makes the required payment within 10 days of notice; or (ii) on 60 days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, 30 days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

13. Notice to the Parties. Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address as set forth above.

14. Reporting and Retention Obligations. Notwithstanding any other provision of

this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

Village of Greenport

By: _____

Title: _____

ATTEST:

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____

Stephen Altieri

Chairman, PERMA Board of Directors

By: _____

Jeff Van Dyk

Executive Director, PERMA



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, FEBRUARY 23, 2017 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, February 23, 2017; the Board adopted a

RESOLUTION declaring as surplus, and no longer needed for Fire Department purposes, two vehicles formerly used as Chiefs' vehicles for the Greenport Fire Department - a 2006 Chevrolet Suburban and a 2003 Chevrolet Tahoe.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Julia Robins, Trustee
SECONDER: Jack Martilotta, Trustee
AYES: Martilotta, Phillips, Roberts, Robins, Hubbard Jr.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on February 23, 2017 and that the same is a true and correct transcript of said resolution of the whole thereof.

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

Dated: February 23, 2017

Sylvia Lazzari Pirillo, RMC
Village Clerk