

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK
-----x

BOARD OF TRUSTEES
REGULAR SESSION
-----x

Third Street Firehouse
Greenport, New York

November 26, 2018
7:00 P.M.

- B E F O R E:
- GEORGE HUBBARD, JR. - MAYOR
 - JACK MARTILOTTA - DEPUTY MAYOR
 - MARY BESS PHILLIPS - TRUSTEE
 - DOUGLAS W. ROBERTS - TRUSTEE
 - JULIA ROBINS - TRUSTEE
 - JOSEPH PROKOP - VILLAGE ATTORNEY
 - SYLVIA PIRILLO - VILLAGE CLERK
 - PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The meeting was called to order at 7:00 p.m.)

2 MAYOR HUBBARD: Call the meeting to order.

3 Pledge to the flag.

4 (All stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Elizabeth T. Anderson,
7 Deborah A. Barrett, Elizabeth A. Donovan, Emily
8 Louise Halligan, Pearl S. Brooks-Jones, Eileen
9 Marie Kiski, Richard Henry Korn, Dr. Marie L.
10 O'Shea, Ann Stanilaus, Martha Newton Johnson,
11 James J. Read, and William "Bill" Bogardus.

12 (All remained standing for a Moment of
13 Silence.)

14 MAYOR HUBBARD: Thank you. Okay. I've got
15 a couple of announcements. The Parade of Lights
16 is scheduled for 5 p.m. on December 1st, with a
17 rain date of December 2nd.

18 The menorah lighting is scheduled for 5 p.m.
19 on December 2nd. That will coincide with the
20 other. Hopefully, we don't have a rain day on
21 Saturday, but it looks like rain on Sunday, but
22 we'll -- we will be down there.

23 Village Offices will be closed at 12 noon on
24 December 24th, and will be closed all day on
25 December 25th in celebration of Christmas.

1 We also will be closed on New Years Eve, the
2 same thing, on --

3 CLERK PIRILLO: On the 31st.

4 MAYOR HUBBARD: The 31st at 12 noon, and
5 then closed on January 1st.

6 CLERK PIRILLO: Correct.

7 MAYOR HUBBARD: Okay. We have a liquor
8 license application. A Class Change Application
9 received by Applicant Olive Branch Cafe, Inc. for
10 the property located at 120 - 122 Front Street.
11 Anybody has comments can send them to the State
12 Liquor Authority.

13 Okay. We have a public hearing.
14 *Wetlands Permit Application submitted by applicant*
15 *Robert Bohn on behalf of Stirling Cove Condo*
16 *Association.* The public hearing has been noticed,
17 I have the file here, we have the CAC report,
18 everything is in order. Does anybody wish to
19 speak on this public hearing? You don't have to,
20 if you --

21 MR. CROWLEY: Oh, okay. I was going to say
22 I'm not familiar with the format. I'm Ian
23 Crowley, the contractor for --

24 MAYOR HUBBARD: Yes.

25 MR. CROWLEY: -- Stirling Cove Condos. I

1 always get confused, because we come here every
2 couple of years to do a project. But the project
3 is pretty straightforward, it's a continuation of
4 things we've done before. And if you guys had any
5 questions, we'd be happy to answer them.

6 MAYOR HUBBARD: I don't believe so.
7 Everything -- you're right, everything looks
8 straightforward and everything else, so --

9 MR. CROWLEY: All right. Thank you.

10 MAYOR HUBBARD: Okay? Any other comments on
11 the public hearing?

12 (No Response)

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

15 TRUSTEE PHILLIPS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 We will discuss that at our next month

1 meeting and vote on the application.

2 MR. CROWLEY: Thank you.

3 MAYOR HUBBARD: Okay. That's our standard
4 procedure. We -- public hearing and we vote the
5 next month, just so you know, just -- okay?

6 MR. CROWLEY: And I'll forget the next time
7 we make application.

8 MAYOR HUBBARD: That's all right, no
9 problem.

10 (Laughter)

11 MR. CROWLEY: Thanks.

12 MAYOR HUBBARD: Okay. Open up to the public
13 to address the Board on any topic.

14 TRUSTEE ROBERTS: The public is leaving.

15 MAYOR HUBBARD: Have a good night.

16 MR. CROWLEY: Thank you. Thank you very
17 much.

18 MR. SALADINO: I'm staying.

19 TRUSTEE ROBERTS: Oh, good.

20 (Laughter)

21 MAYOR HUBBARD: Yeah.

22 MR. SALADINO: John Saladino, Sixth Street.
23 I don't see a resolution about -- is there going
24 to be a work -- an Executive Session?

25 MAYOR HUBBARD: No.

1 MR. SALADINO: Are there any walk-off agenda
2 items that you guys want to put out, because it's
3 raining and you didn't think anybody would show
4 up?

5 MAYOR HUBBARD: Not that I know of.

6 (Laughter)

7 TRUSTEE ROBERTS: I should have come up.

8 MR. SALADINO: Okay. No, I was coming. I
9 don't see a resolution about the Planner. Maybe I
10 missed it. You're going to hire a Planner?

11 MAYOR HUBBARD: Yes, it was there.

12 TRUSTEE MARTILOTTA: It is, it's there.

13 MR. SALADINO: What number?

14 TRUSTEE PHILLIPS: It's No. 6.

15 MR. PALLAS: Six.

16 TRUSTEE PHILLIPS: 2018-6, it's on the
17 bottom of Page 2.

18 MR. SALADINO: Could you share with us what
19 exactly the duties and responsibility of the
20 Planner is?

21 MAYOR HUBBARD: Sure. I mean, it's just to
22 go through -- we had somebody in the position
23 before that was doing it. Just due to differences
24 of opinions and everything else, you know, we
25 decided to move on and entertain hiring somebody

1 else. And it's just to help streamline the
2 process for the Planning Board, any questions they
3 have, to take the burden off of Village
4 Administrator and everybody else, a professional
5 to actually give us input on plans and stuff that
6 is going before the Planning Board.

7 MR. SALADINO: So it's for oversight of
8 the app -- oversight's the wrong word, I'm sorry.
9 It's for like scrutiny of the application as far
10 as the planning process?

11 MAYOR HUBBARD: Go ahead, yeah.

12 MR. PALLAS: It's more for not the
13 application itself, but for the site plan, for
14 comments and suggestions for the Planning Board to
15 look at when they're reviewing a project.

16 MR. SALADINO: Will they be -- will they
17 be -- will he be at -- he or her be at the
18 Planning Board meeting?

19 MR. PALLAS: At present, we're not
20 contemplating that, no. If there are questions
21 from the Planning Board, they'll be relayed back
22 to the Planner through staff.

23 MR. SALADINO: So the process would -- if
24 they had a question, the process would continue to
25 the next --

1 MR. PALLAS: Yeah. If it couldn't be
2 answered by staff at that moment, if it's
3 complicated, yeah, then -- there may be instances
4 where the Planning Board may request the presence,
5 but, at the moment, it's not the format we're
6 going to be using.

7 MR. SALADINO: Okay.

8 MAYOR HUBBARD: Right. The intention is to
9 have the Planner review everything ahead of time,
10 so when they come to the meeting, the people that
11 are sitting on the Planning Board know everything.
12 Any questions they had should have been taken care
13 of beforehand, so there's not things that pop up
14 and surprise them, because, in the past, we had
15 things that would come up at the meeting. And
16 we're trying to rectify that and have a
17 professional look at it before, put everything in,
18 so when they get their package, everything is
19 taken care of, and there shouldn't be any
20 surprises at a Planning Board meeting.

21 MR. SALADINO: The only concern I would
22 have -- I think it's a great idea, by the way. I
23 think it's a good idea to have somebody look at
24 the stuff, a professional look at the stuff. The
25 only problem that I see is that perhaps when you

1 have an applicant, and applicants always see
2 things that either a professional Planner doesn't,
3 or the Planning Board doesn't, and they'll come up
4 with questions either in the abstract or -- and
5 then it -- so to have the Planner at the meeting
6 to perhaps address those questions that the Lawyer
7 perhaps isn't prepared to answer would be perhaps
8 better, I think. If it's a financial thing,
9 Planning Board meetings don't usually go that
10 long. I don't see them being around that long.
11 You know, just but --

12 TRUSTEE ROBINS: May I make a comment?

13 TRUSTEE PHILLIPS: Yeah, I'd like to make a
14 comment, too.

15 TRUSTEE ROBINS: You know, first of all, you
16 know, a Planner is -- this is an Architect who's
17 going to do a plans review, basically, going to
18 look over everything. I don't want to -- it's not
19 a professional Planner. In other words, it's an
20 Architect to review the plans.

21 I happen -- you know, have had the
22 opportunity to observe a number of Planning Board
23 and ZBA meetings over the last year and I --

24 MR. SALADINO: How did we do?

25 TRUSTEE ROBINS: Huh?

1 MR. SALADINO: How did we do?

2 TRUSTEE ROBINS: Great.

3 MR. SALADINO: Okay.

4 TRUSTEE ROBINS: A-plus.

5 (Laughter)

6 TRUSTEE ROBINS: But I did observe at some
7 of those meetings that the presence of the Planner
8 there sometimes actually added to some confusion
9 in the processing, rather than clarification.
10 It's possible. So I'm not seeing that it's
11 necessary. You know, the decision was made to not
12 bring a Planner into the meeting, you know, a
13 person who reviews the plans to the meetings. But
14 you're the professional on this, John, you've been
15 doing this for a number of years, so I will defer
16 to you. I'm just making a comment.

17 MR. SALADINO: No. I just see it -- I just
18 see it -- the way you see it, that it streamlines
19 the process, I see it as perhaps adding -- making
20 the process more laborious. If for every -- for
21 every action, there's an equal and opposite
22 reaction. So for everything, every concern that
23 the Planning Board, the members of the Planning
24 Board have, there's always going to be an
25 applicant with a rebuttal to that. And if the --

1 and if the Planner is not there to address the
2 rebuttal, again, it goes to the next month.

3 If we don't have a problem, if the Village
4 of Greenport doesn't have a problem with the
5 process carrying on to the next month, then it's
6 not a problem. But if you want to progress these
7 applications, which more and more seem to be
8 coming -- I looked at the Planning Board's agenda
9 for this month, I think there's eight or nine
10 agenda items on the Planning Board this month, it
11 might be -- but, again, that's your decision. If
12 you guys think that's a better way to go, then I
13 guess we'll see how it works out and you should
14 address --

15 MAYOR HUBBARD: Yes. We can change it after
16 the fact, if the Planning Board feels it's needed.
17 The Planning Board reached out to our Board and
18 said, "We need some assistance, we want some help
19 with some of these applications." So we're trying
20 to do that process before we get up to their, you
21 know, pre-submission conference, before their work
22 session, so that they have the answers they need
23 to be informed before they come to the meeting and
24 not have surprises. But if they feel it's needed,
25 if they request it, it's not a matter of money,

1 it's just a matter of helping them with what they
2 need to try to do their job the correct way.

3 MR. SALADINO: And the other thing I would
4 ask is, is it more to the benefit of the Village
5 to have an Architect as opposed to a Planner?
6 It's been my experience that architects sometimes
7 see things in a different perspective than a
8 Planner.

9 I'm involved with zoning, so Architects
10 usually have a vision, and they want to -- they
11 want to progress that vision, and sometimes it's
12 contrary to land use and stuff like that. A
13 Planner has a different perspective when it comes
14 to site plan review. An Architect is a design
15 professional, as opposed to someone that's
16 concerned with urban planning.

17 So, in my mind, if we need someone that's --
18 and I don't know this person. I don't know, and
19 they might have a history in urban planning, and
20 might be more than qualified for this job. But my
21 experience with Architects are that they have --
22 they have a vision for a specific project, as
23 opposed to how it affects the health, welfare and
24 safety of a municipality. So --

25 TRUSTEE PHILLIPS: John, if I can just make

1 a comment to that.

2 MR. SALADINO: Sure.

3 TRUSTEE PHILLIPS: I think that what you --
4 what you -- when an Architect is talking for his
5 customer, which is what you're talking about,
6 is -- you know, an Architect is hired to come
7 before the Planning Board to represent his
8 customer's or his client's views, okay? In this
9 case, I believe my understanding is that this
10 particular company will actually be helping our
11 Building Department, who, in looking at these
12 plans, in reference to site plans within the
13 Village, within code and within other issues, so
14 that all the questions can be presented to the
15 Planning Board ahead of time, so that when they
16 come to a meeting, it's a meeting that will be
17 effective. And I understand there probably will
18 be questions, and they do have the freedom to
19 request this particular person to come. But, on
20 the other hand, we're charging our applicants for
21 the hours of this person being -- you know, would
22 be coming to, because we do have it in the
23 code.

24 So I think that in order to try to keep some
25 of those expenses down, because there have been

1 times that at the Planning Board meetings, and
2 I've seen them just as well, that it got extremely
3 expensive having the previous person sitting at
4 the table, it got expensive.

5 So I think that -- let me just finish, okay?
6 I think that this is a way where the Village has
7 got someone who is helping a Planning Board -- our
8 Building Department in working within the
9 different Boards, Planning and Zoning, and
10 Historic, perhaps, as well, looking at the site
11 plans and being able to be objective in the view
12 that they're not doing what you're saying.
13 They're not lobbying for their client, okay?

14 MR. SALADINO: I understand what you're
15 saying, and we're on the same page with that.

16 TRUSTEE PHILLIPS: Okay.

17 MR. SALADINO: I fully understand that the
18 applicant pays for the time that the Planner
19 reviews. All I'm suggesting now, getting past the
20 financial point and -- is that -- and I'm sure you
21 vetted the applicant, is that my experience is,
22 being involved with Zoning, my experience is that
23 Architects really don't know a lot about zoning,
24 and I'm not sure if they know as much about
25 planning. They know -- they're design

1 professionals. They know about how something
2 should look in relation to something else.

3 It's to me -- to me, urban planning is a
4 whole nother venue, is a whole nother area of
5 expertise, as opposed to designing a hotel,
6 whether that hotel -- and I'm using a hotel as --
7 just as an example -- whether that hotel belongs
8 in that particular area, or this particular
9 business belongs in that particular area. They're
10 not trained in traffic flow, in parking, in site
11 values, and things like that.

12 So, again, I'm sure that this applicant was
13 well vetted. I don't have a clue who it is, so
14 I'm not for or against this applicant. I'm just
15 saying, in my mind, the professional Planner would
16 be more up to the task than an Architect would be.

17 In my own experience, I see conflicts all
18 the time between Architects and code. They have a
19 vision of how something should be, and they think
20 "I should be able to do that." Whether this
21 person -- and again, I feel bad saying this about
22 this person without knowing who it is, or ever
23 meeting them, or knowing their background, or
24 experience, or expertise. But just in general, an
25 Architect, as opposed to a professional Planner,

1 when it's about site plan review, a professional
2 Planner is always going to rise to the top. So
3 that's just my opinion.

4 One other thing that I would ask you if you
5 could share with us, you had a meeting with --
6 about the dredging --

7 MAYOR HUBBARD: Yes.

8 MR. SALADINO: -- at Stirling Creek. And
9 the ACE said that perhaps it would be better if we
10 undertook it, as opposed to waiting to get on the
11 County list.

12 MAYOR HUBBARD: Correct, yes.

13 MR. SALADINO: That we would --

14 MAYOR HUBBARD: The Army Corps of Engineers
15 actually suggested it, that they just felt --

16 MR. SALADINO: That we would fund it, as
17 opposed to --

18 MAYOR HUBBARD: -- that we've been on the
19 list for 14 years and we haven't gotten anywhere.
20 Army Corps of Engineers actually suggested maybe
21 we take it on ourselves.

22 MR. SALADINO: And I fully agree with that,
23 and if you kind of remember, I've been bugging you
24 about that for the last eight or ten years.

25 MAYOR HUBBARD: Right.

1 MR. SALADINO: But I would ask you, would it
2 be reasonable to ask the bigger businesses in that
3 creek, Brewers, or -- what's the new name? Safe
4 Harbor.

5 MAYOR HUBBARD: Correct.

6 MR. SALADINO: You know, 600 boats there,
7 maybe 100 boats at Townsend, seven, 800, boats,
8 that these three commercial businesses rely on the
9 entrance of that creek. Is it unreasonable to ask
10 them to perhaps help the taxpayers foot that bill
11 a little bit?

12 TRUSTEE ROBERTS: If I may.

13 MAYOR HUBBARD: Okay.

14 TRUSTEE ROBERTS: I mean, I don't how you
15 pick some businesses and not others. And,
16 secondly, what about the Town of Southold, which
17 is most of the land on the other side of the
18 creek? I mean, I think --

19 MR. SALADINO: Because the Village of
20 Greenport has control of Stirling Creek.

21 TRUSTEE ROBERTS: I understand that. I'm
22 just hoping there'll be more -- I'm hoping
23 there'll be more discussion to your point about
24 that versus the taxpayers.

25 MR. SALADINO: I would just like to see it

1 done, but -- to see it done. But if we could
2 shake some of those guys down for the money, that
3 would be pretty good, too, you know.

4 (Laughter)

5 MR. SALADINO: Thank you. Thanks for
6 listening

7 MAYOR HUBBARD: All right. Thank you, John.
8 Anybody else wish to address the Board?

9 MR. OSINSKI: I'm Michael Osinski, 307 Flint
10 Street. My apologies for arriving late, but I
11 knew I could count on John to fill in that little
12 gap between 7 o'clock and when we arrived.

13 (Laughter)

14 MR. OSINSKI: The reason why I'm here, and
15 my wife is here, she'll inform you soon, is that,
16 you know, we read in the paper that some type of
17 new traffic plan for the area around the railroad,
18 the parking lot there around the railroad. And my
19 concern, and the concern of many of the neighbors,
20 we live near there, and many of the neighbors is
21 the overwhelming unnecessary noise coming from the
22 train. If you wanted to find out what the
23 neighbors think about, you know, that area, the
24 parking lot, they're going to tell you the train
25 is idling four hours a day. It's absurd.

1 You know, and I -- and I remember asking
2 these guys -- I mean, I -- the first time I came
3 and sat at this -- stand at this podium 20 years
4 ago, I was complaining about the fishing boats
5 idling their engines all night. I was roundly
6 criticized and made fun of, but within a year, you
7 know, the fishing -- the Village ran the
8 electricity out there and that noise went away.

9 That noise from the train is ridiculous and
10 unnecessary. It doesn't exist anywhere else in
11 Long Island where the train pulls into a village
12 and idles their engines for four hours a day.

13 That train comes in at 4:30. And the
14 whistle, I understand, is some kind of Federal
15 thing where they have -- I don't like the whistle,
16 but I understand that. And I used to buy their --
17 the poppycock from the MTA, because I wrote
18 letters, I complained, and their nonsense reply
19 was, "Oh, that diesel must idle. You don't
20 understand diesel engines." But, you know, I do
21 ride the trains a lot, I ride the trains all over
22 the country, I prefer them to an airplane. And
23 one time I was sitting on an Amtrak, we were going
24 cross country, and a train engineer, because they
25 let freight train conductors ride for free, and I

1 explained this situation. This -- at that time,
2 it was like 2 1/2 hours a day. He said, "That's
3 nonsense." A diesel engine, you know what a
4 diesel engine is, you turn the key and it starts.
5 There's something, and there's another reason why
6 they're idling that train, whether they want the
7 conductor to be warm in the winter or air
8 conditioned in the summer. There's electricity
9 there that they can plug in and they can adapt to
10 electricity.

11 It's absurd and it's an obnoxious noise to
12 all the residents of this Village. Everybody
13 could hear that train for -- you know, there's
14 hundreds of people that are kept awake in the
15 mornings and at night in that ridiculously loud
16 sound.

17 And the Village doesn't have to kowtow to
18 the MTA simply because it's -- you know, if -- you
19 know, even if you believe their nonsense of a
20 diesel train must idle, you know, well, mister,
21 you bought the wrong engine, okay, number one.
22 And number two, I've got -- I'll take that wager,
23 that wherever they start that engine up in the
24 morning, it doesn't take them an hour to start
25 that engine up, it's five minutes, it's a minute.

1 They run -- they rev that thing up. They're
2 feeding you nonsense when they tell you that
3 engine has to idle.

4 So we -- and ask the Village residents who
5 live anywhere, anywhere around that station and
6 ask them about the noise. Before you worry about
7 the parking and which way the traffic is going,
8 the major problem around there is the obnoxious,
9 unnecessary, polluting noise.

10 Find out what people really want there,
11 okay? Find out that the parking is not for the
12 Village residents, it's for the guys who go, you
13 know, wherever, wherever those cars are parked
14 there. And we all know they're parked there for,
15 you know, months at a time, they're not village
16 residents. The parking for other people. The
17 people that live here and pay the taxes, they want
18 the noise abatement. And if you don't believe me,
19 go ask them. Before you go off and renovate this
20 area, ask them what the major problem there is.
21 It's -- and it's unnecessary noise foisted upon
22 the Villagers of Greenport, and no one else in
23 Long Island.

24 You can't find another town, a terminus in
25 any Long Island train station anywhere on Long

1 Island where they put an idling diesel engine for
2 four hours anywhere else in Long Island, it's
3 here.

4 So we're asking the Village speak up for the
5 residents. And if you don't -- and if they give
6 you some nonsense answer, find another train
7 engineer and ask them, find somebody else.
8 There's all these studies, I saw all -- this big
9 study about the parking. Well, do some study
10 about the real -- you know, what's really true
11 about train engines, okay, and about noise. Just
12 don't accept their nonsense reply. You know, dig
13 into it and find some -- probably, you know,
14 because the Villagers have to put up with this
15 stupid noise all the time, and it's gotten more
16 frequent now that's there's more trains.

17 MAYOR HUBBARD: Correct.

18 MR. OSINSKI: I mean, that's a lot of idling
19 hours, very loud. I don't know the decibel count.
20 If somebody -- maybe you should measure it. Maybe
21 it's already against the Village Code. I think
22 it's 90 decibels. You know, go in there with a
23 decibel meter and see what it is, it's pretty
24 high. You know, that's against Village Code
25 already. But I don't know if it's under that or

1 over that, but it's a long time, and it's
2 unnecessary.

3 And, you know, the residents, before you
4 remake the parking lots and all this stuff for
5 some -- you know, there's a -- the museums and
6 the -- that really get scant attendance. I don't
7 have any beef with the museums, but the -- and the
8 parking lot for people that don't live here. Do
9 something for the residents that -- you know, that
10 pay the taxes around here and have to live with
11 that.

12 I cede my time. Thank you very much for
13 listening.

14 MAYOR HUBBARD: Thank you.

15 MR. OSKINSKI: It's a nasty night out.

16 MAYOR HUBBARD: Okay. Yup. Anybody else
17 wish to address the Board?

18 MR. FISHER: Don Fisher, Railroad Museum of
19 Long Island, 440 Fourth Street.

20 Mayor Hubbard, honorable Trustees, before me
21 this evening I have an historic artifact, an
22 historic artifact that is significant to the
23 people of Greenport, and in particular the
24 Greenport Fire Department. It came to me by a
25 good friend of mine, Edna Terry. And she knew

1 what it was, but she didn't know any of the
2 history.

3 Now her grandmother was a Monsell from
4 Greenport, and her father, Howard Terry, there was
5 a picture of him taken when he was six years old
6 wearing this artifact. Now as soon as I saw it, I
7 knew what it was and I knew the significance.

8 So it's my pleasure this evening to present
9 to our Mayor, George Hubbard, a Greenport Fireman,
10 I believe a Warden at one time --

11 MAYOR HUBBARD: Yup.

12 MR. FISHER: -- an 1800s Cairns helmet of
13 the Greenport Fire Department's Torrent Company.
14 I don't know if it was hose or an engine company,
15 but back in 1800s Greenport had a Torrent Fire
16 Company. And this is an original helmet from
17 Howard, through his daughter, Edna. And it's my
18 pleasure to guide it back where it should be.

19 (Applause)

20 MAYOR HUBBARD: That is really nice. Thank
21 you very much for giving us the background on it
22 and the research, and we will make sure that it's
23 well protected. They must have had really small
24 heads back then.

25 TRUSTEE ROBERTS: I was going to say heads

1 have gotten bigger.

2 (Laughter)

3 MAYOR HUBBARD: I would never fit into that.

4 Okay anybody else wish to address the Board?

5 (No Response)

6 MAYOR HUBBARD: Okay. We'll move on to our
7 regular agenda?

8 TRUSTEE ROBINS: Mayor, could I just mention
9 one thing before we start? I just wanted to
10 mention, at the Christmas Parade that's taking
11 place on Saturday, that the BID had made a
12 generous donation to that parade of \$1200, and
13 they asked that they be recognized for that. It
14 was a significant contribution, so --

15 MAYOR HUBBARD: They will be when we have
16 the parade.

17 TRUSTEE ROBINS: Well, weather permitting.
18 That's the only thing we can't control right now,
19 but --

20 MAYOR HUBBARD: Well, we're having the
21 parade no matter what, either Saturday or Sunday.

22 TRUSTEE ROBINS: We are? Good.

23 MAYOR HUBBARD: The parade, they've never
24 cancelled it, so we'll --

25 TRUSTEE ROBINS: Good.

1 MAYOR HUBBARD: Okay.

2 TRUSTEE ROBINS: Okay. Thank you.

3 MAYOR HUBBARD: All right. I'll offer
4 *RESOLUTION #11-2018-1, RESOLUTION adopting the*
5 *November, 2018 agenda as printed.* So moved.

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBERTS: *RESOLUTION #11-2018-2,*
17 *RESOLUTION accepting the monthly reports of the*
18 *Greenport Fire Department, Village Administrator,*
19 *Village Treasurer, Village Clerk, Village*
20 *Attorney, Mayor and Board of Trustees.* So moved.

21 TRUSTEE ROBINS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBINS: *RESOLUTION #11-2018-3,*
7 *RESOLUTION ratifying the following resolution as*
8 *approved by the Village of Greenport Board of*
9 *Trustees on November 15th, 2018 Work Session*
10 *meeting:*

11 *RESOLUTION adopting the attached Policy*
12 *Against Workplace Sexual Harassment as the*
13 *official Sexual Harassment Policy of the Village*
14 *of Greenport. So moved.*

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-4,*

1 *March 12th, 2019 through March 15th, 2019,*
2 *June 5th, 2019 through June 6th, 2019, August*
3 *27th, 2019 through August 30th, 2019, and October*
4 *29th, 2019 through November 1st, 2019, at a cost*
5 *of: \$3,200.00 for the training classes, a room*
6 *rate of \$155.00 per night, reimbursable meals*
7 *expenses not to exceed \$35 per day, applicable*
8 *transportation costs, and standard mileage*
9 *reimbursements per the Village of Greenport Travel*
10 *Policy; to be expensed from account E. 0785.210*
11 *(Employee Training). So moved.*

12 TRUSTEE ROBERTS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBERTS: *RESOLUTION #11-2018-6,*
23 *RESOLUTION accepting the attached proposal as*
24 *submitted by AMP LLC - Anthony Portillo, RA dated*
25 *October 26, 2018 regarding the performance of the*

1 *site plan review services for the Village of*
2 *Greenport Planning Board. So moved.*

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE ROBINS: *RESOLUTION #11-2018-7,*
14 *RESOLUTION authorizing the issuance of a check*
15 *made payable to Paul Pallas as Village*
16 *Administrator, in the amount of \$1,000.00, to be*
17 *used to set up the required cash drawer/banks for*
18 *the operation of the Village of Greenport ice*
19 *skating rink. So moved.*

20 TRUSTEE MARTILOTTA: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: RESOLUTION #11-2018-8,
6 RESOLUTION approving an increase in the hourly
7 wage rate for Ethan Holland, from \$18.73 to \$19.89
8 per hour, effective November 28, 2018 owing to the
9 assumption of additional duties, per Article VII
10 (Salaries and Compensation), Section 9 (a) - Merit
11 Clause - of the collective bargaining agreement
12 currently in force between the Village of
13 Greenport and the CSEA Local 1000. So moved.

14 TRUSTEE PHILLIPS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE PHILLIPS: *RESOLUTION #11-2018-9,*
25 *RESOLUTION approving an increase in the hourly*

1 *Article VII (Salaries and Compensation), Section 9*
2 *(c) - Earned Credits - of the collective*
3 *bargaining agreement currently in force between*
4 *the Village of Greenport and CSEA Local 1000. So*
5 *moved*

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #11-2018-11,*
17 *RESOLUTION authorizing Treasurer Brandt to perform*
18 *attached Budget Amendment #4012, to appropriate*
19 *reserves for the purchase of a new landscape body*
20 *truck for the Road Department, and directing that*
21 *Budget Amendment #4001 be included as part of the*
22 *formal meeting minutes for the November 26th, 2018*
23 *regular meeting of the Board of Trustees. So*
24 *moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-12,*
11 *RESOLUTION authorizing Treasurer Brandt to perform*
12 *the attached Budget Amendment #4013, to*
13 *appropriate reserves for the purchase of a new*
14 *landscape body truck for the Electric Department,*
15 *and directing that Budget Amendment #4002 be*
16 *included as part of the formal meeting minutes for*
17 *the November 26, 2018 regular meeting of the Board*
18 *of Trustees. So moved.*

19 TRUSTEE PHILLIPS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 *participation by the Village of Greenport in the*
2 *Suffolk County Urban County Cooperation*
3 *Consortium. So moved.*

4 TRUSTEE ROBINS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE ROBINS: *RESOLUTION #11-2018-15,*
15 *RESOLUTION rejecting any and all bids received per*
16 *the bid opening on October 18, 2018 for the*
17 *purchase of two (2) new or used (2014 or newer)*
18 *4500 series plow-capable trucks or equivalent,*
19 *each with gas-powered engine and stake-side dump*
20 *body; and ratifying a bid solicitation for the*
21 *purchase of two (2) new or used (2014 or newer)*
22 *4500 series plow-capable trucks or equivalent,*
23 *each with gas-powered engine and landscape body.*
24 *So moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-16,*
11 *RESOLUTION accepting the bid of Great Neck Ford*
12 *LLC (d/b/a Tower Ford) in the amount of \$43,944.00*
13 *per the bid opening on November 15, 2018 for the*
14 *purchase of a Ford F-450 4x4 solid-side landscape*
15 *truck for the Road Department, to be expensed from*
16 *Account H.5110.201. So moved.*

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE PHILLIPS: *RESOLUTION #11-2018-17,*
3 *RESOLUTION accepting the bid of Great Neck Ford*
4 *LLC (d/b/a Tower Ford) in the amount of \$43,944.00*
5 *per the bid opening on November 15th, 2018 for the*
6 *purchase of a Ford F-450 4x4 solid-side landscape*
7 *truck for the Electric Department, to be expensed*
8 *from Account E.0384. So moved.*

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBERTS: *RESOLUTION #11-2018-18,*
20 *RESOLUTION approving the Public Assembly Permit*
21 *Application submitted by Elizabeth Mandara on*
22 *behalf of the United States Power Squadron*
23 *District 3, for the use of a portion of Mitchell*
24 *Park from 9 a.m. through 11p.m. from July 25th,*
25 *2019 through July 28th, 2019 for the annual*

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-20,*
7 *RESOLUTION approving the attached SEQRA resolution*
8 *regarding the proposed amendment to Chapter 132*
9 *(Vehicles and Traffic), Section 50, Schedule XII*
10 *(Loading Zones) of the Village of Greenport Code;*
11 *adopting lead agency status, determining that the*
12 *adoption of the local law amending Chapter 132 to*
13 *be an Unlisted Action, determining that the*
14 *adoption of the local law will not have a*
15 *significant negative impact on one or more aspects*
16 *of the environment and adopting a negative*
17 *declaration for purposes of SEQRA. So moved.*

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE PHILLIPS: *RESOLUTION #11-2018-21,*
4 *RESOLUTION adopting Local Law # of 2018, amending*
5 *Village of Greenport Code Chapter 132 (Vehicles*
6 *and Traffic), to create a loading zone on the*
7 *south side of Central Avenue, 62 feet from the*
8 *corner of Main Street, extending a distance of*
9 *12 feet in length, and 8 feet wide. So moved.*

10 TRUSTEE ROBERTS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBERTS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE ROBERTS: *RESOLUTION #11-2018-22,*
21 *RESOLUTION approving the attached SEQRA resolution*
22 *regarding the Wetlands Permit Application*
23 *submitted by John V. Halsey on behalf of Peconic*
24 *Land Trust, Inc.; adopting lead agency status,*
25 *determining the approval of the Wetlands Permit*

1 *Application to be an Unlisted Action, determining*
2 *that the approval of the Wetlands Permit*
3 *Application will not have a significant -- will*
4 *not have a significant negative impact on one or*
5 *more aspects of the environment and adopting a*
6 *negative declaration for purposes of SEQRA. So*
7 *moved.*

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBINS: *RESOLUTION #11-2018-23,*
19 *RESOLUTION approving the Wetlands Permit*
20 *Application submitted by John V. Halsey on behalf*
21 *of Peconic Land Trust, Inc. per the public hearing*
22 *held on May 25th, 2017; to perform shoreline*
23 *restoration including approximately .4 acres of*
24 *shoreline and adjacent upland; and further*
25 *accepting the Conservation Advisory Council*

1 *recommendation of a two-year permit expiration,*
2 *with the project details to be re-submitted for*
3 *approval in the event that the applicant modifies*
4 *the design in any way during the two-year term.*

5 So moved.

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-24,*
17 *RESOLUTION approving the attached contract between*
18 *the Village of Greenport and the Greenport Hockey*
19 *Club, Ltd. for the use of the Village of Greenport*
20 *Ice Rink and associated equipment, and authorizing*
21 *Mayor Hubbard to sign the contract between the*
22 *Village of Greenport and the Greenport Hockey*
23 *Club, Ltd. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #11-2018-25,*
10 *RESOLUTION approving the attached contract between*
11 *the Village of Greenport and the Greenport Open*
12 *Hockey League for the use of the Village of*
13 *Greenport Ice Rink and associated equipment, and*
14 *authorizing Mayor Hubbard to sign the contract*
15 *between the Village of Greenport and the Greenport*
16 *Open Hockey League. So moved.*

17 TRUSTEE ROBERTS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBERTS: *RESOLUTION #11-2018-26,*
3 *RESOLUTION authorizing the annual solicitation of*
4 *bids for the delivery of unleaded (87 octane)*
5 *gasoline to various locations throughout the*
6 *Village of Greenport, and directing Clerk Pirillo*
7 *to notice the solicitation of bids accordingly.*
8 So moved.

9 TRUSTEE ROBINS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBINS: *RESOLUTION #11-2018-27,*
20 *RESOLUTION authorizing the annual solicitation of*
21 *bids for the delivery of No. 2 heating oil to*
22 *various locations throughout the Village of*
23 *Greenport, and directing Clerk Pirillo to notice*
24 *the solicitation of bids accordingly. So moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #11-2018-28,*
11 *RESOLUTION authorizing the annual solicitation of*
12 *bids for the delivery of diesel fuel to various*
13 *locations throughout the Village of Greenport, and*
14 *directing Clerk Pirillo to notice the solicitation*
15 *of bids accordingly. So moved.*

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: *RESOLUTION #11-2018-29,*
2 *RESOLUTION authorizing the solicitation of quotes*
3 *for a 10-yard dump truck and driver to assist the*
4 *Village with the removal and disposal of snow as*
5 *needed, and directing Clerk Pirillo to notice the*
6 *Request for Quotations accordingly. So moved.*

7 TRUSTEE ROBERTS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE ROBERTS: *RESOLUTION #11-2018-30,*
18 *RESOLUTION authorizing the solicitation of quotes*
19 *for a requirement contractor, with a unit price*
20 *schedule for hourly, half-day and daily rates for*
21 *one (1) worker, and one (1) worker with a backhoe,*
22 *two (2) workers, two (2) workers with a back hoe,*
23 *including regular time and overtime, and directing*
24 *Clerk Pirillo to notice the Request for Quotations*
25 *accordingly. So moved.*

1 TRUSTEE ROBINS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: *RESOLUTION #11-2018-31,*
12 *RESOLUTION awarding the contract for the*
13 *replacement of the roof at the Station One*
14 *Firehouse to the lowest bidder - Dave Murray*
15 *Construction, Inc. per the bid opening on October*
16 *19th, 2018 - in the amount of \$74,500 - to be*
17 *expensed from Account A.3410.412 (Fire Repair and*
18 *Maintenance - Buildings); and authorizing Mayor*
19 *Hubbard to sign the contract between the Village*
20 *of Greenport and Dave Murray Construction, Inc.*
21 *for the replacement of the roof at the Station One*
22 *Firehouse. So moved.*

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: RESOLUTION #11-2018-32,
9 RESOLUTION approving all checks per the Voucher
10 Summary Report dated November 16th, 2018, in the
11 total amount of \$869,717.99 consisting of:

12 o All regular checks in the amount of
13 \$745,211.83, and

14 o All prepaid checks (including wire
15 transfers) in the amount of \$124,506.16.

16 So moved.

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 Thank you all for coming. Enjoy the wet
4 weather. We'll see you at the parade and the
5 menorah lighting.

6 (The meeting was adjourned at 7:42 p.m.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

#	\$155.00 [1] - 29:6 \$16.89 [1] - 32:22 \$18.73 [1] - 31:7 \$19.77 [1] - 32:1 \$19.89 [1] - 31:7 \$23.00 [1] - 32:2 \$3,200.00 [1] - 29:5 \$35 [1] - 29:7 \$43,944.00 [2] - 37:12, 38:4 \$74,500 [1] - 48:16 \$745,211.83 [1] - 49:13 \$869,717.99 [1] - 49:11	1st [4] - 2:16, 3:5, 28:25, 29:4	5	ACE [1] - 16:9 acquisition [1] - 32:3 acres [1] - 42:23 action [2] - 10:21, 52:14 Action [2] - 40:13, 42:1 adapt [1] - 20:9 add [3] - 50:2, 50:9, 50:12 added [1] - 10:8 adding [1] - 10:19 additional [1] - 31:9 address [7] - 5:13, 9:6, 11:1, 11:14, 18:8, 23:17, 25:4 adjacent [1] - 42:24 adjourn [1] - 50:17 adjourned [1] - 51:6 Administrator [3] - 7:4, 26:18, 30:16 ADMINISTRATOR [1] - 1:21 adopting [7] - 26:4, 27:11, 40:11, 40:16, 41:4, 41:24, 42:5 adoption [2] - 40:12, 40:14 Advisory [1] - 42:25 affects [1] - 12:23 agency [2] - 40:11, 41:24 agenda [5] - 6:1, 11:8, 11:10, 25:7, 26:5 ago [1] - 19:4 agree [1] - 16:22 agreement [3] - 31:11, 32:7, 33:3 ahead [3] - 7:11, 8:9, 13:15 air [1] - 20:7 airplane [1] - 19:22 Albanese [1] - 32:1 Allegiance [1] - 2:4 amended [1] - 39:16 amending [2] - 40:12, 41:4 Amendment [7] - 33:18, 33:21, 34:12, 34:15, 35:6, 35:9, 39:19 amendment [1] - 40:8 amount [8] - 28:6,
#11-2018-10 [1] - 32:20 #11-2018-11 [1] - 33:16 #11-2018-12 [1] - 34:10 #11-2018-13 [1] - 35:4 #11-2018-14 [1] - 35:23 #11-2018-15 [1] - 36:14 #11-2018-16 [1] - 37:10 #11-2018-17 [1] - 38:2 #11-2018-18 [1] - 38:19 #11-2018-19 [1] - 39:12 #11-2018-20 [1] - 40:6 #11-2018-21 [1] - 41:3 #11-2018-22 [1] - 41:20 #11-2018-23 [1] - 42:18 #11-2018-24 [1] - 43:16 #11-2018-25 [1] - 44:9 #11-2018-26 [1] - 45:2 #11-2018-27 [1] - 45:19 #11-2018-28 [1] - 46:10 #11-2018-29 [1] - 47:1 #11-2018-30 [1] - 47:17 #11-2018-31 [1] - 48:11 #11-2018-32 [1] - 49:8 #4001 [1] - 33:21 #4002 [1] - 34:15 #4012 [1] - 33:18 #4013 [1] - 34:12 #4014 [2] - 35:6, 35:9	0 0785.210 [1] - 29:10	2 2 [7] - 6:17, 20:2, 36:17, 36:21, 45:21, 47:22 20 [1] - 19:3 2014 [2] - 36:17, 36:21 2017 [1] - 42:22 2018 [19] - 1:9, 26:5, 27:9, 28:6, 29:25, 31:8, 32:2, 32:23, 33:22, 34:17, 35:11, 36:16, 37:13, 38:5, 41:4, 48:16, 49:10, 52:12, 52:18 2018-6 [1] - 6:16 2019 [13] - 28:21, 28:25, 29:1, 29:2, 29:3, 29:4, 38:25 24th [1] - 2:24 25th [3] - 2:25, 38:24, 42:22 26 [4] - 1:9, 29:25, 34:17, 52:12 26th [2] - 33:22, 35:11 27th [1] - 29:3 28 [1] - 31:8 28th [3] - 32:2, 32:23, 38:25 29th [2] - 28:25, 29:4 2nd [2] - 2:17, 2:19	5² [2] - 2:16, 2:18 50 [2] - 40:9, 50:10 5th [2] - 28:6, 29:2	6 6 [1] - 6:14 600 [1] - 17:6 62 [1] - 41:7 6th [2] - 29:2, 52:18
\$	1 1 [3] - 28:1, 47:21 1/2 [1] - 20:2 10-yard [1] - 47:3 100 [2] - 17:7, 50:10 1000 [3] - 31:13, 32:9, 33:4 11-2018-1 [1] - 26:4 11-2018-2 [1] - 26:16 11-2018-3 [1] - 27:6 11-2018-4 [1] - 27:25 11-2018-5 [1] - 28:19 11-2018-6 [1] - 29:22 11-2018-7 [1] - 30:13 11-2018-8 [1] - 31:5 11-2018-9 [1] - 31:24 11p.m [1] - 38:24 12 [3] - 2:23, 3:4, 41:9 120 [1] - 3:10 122 [1] - 3:10 12th [1] - 29:1 132 [3] - 40:8, 40:12, 41:5 14 [1] - 16:19 15 [1] - 37:13 15th [3] - 27:9, 29:1, 38:5 16th [1] - 49:10 18 [1] - 36:16 1800s [2] - 24:12, 24:15 19th [1] - 48:16	3 3 [2] - 38:23, 39:1 30 [2] - 32:25, 50:10 307 [1] - 18:9 30th [1] - 29:3 31st [2] - 3:3, 3:4	7 7 [1] - 18:12 708,000.00 [1] - 28:6 7:00 [2] - 1:10, 2:1 7:42 [2] - 50:17, 51:6	7 7 [1] - 18:12 708,000.00 [1] - 28:6 7:00 [2] - 1:10, 2:1 7:42 [2] - 50:17, 51:6
\$1,000.00 [1] - 30:16 \$1200 [1] - 25:12 \$124,506.16 [1] - 49:15 \$15.73 [1] - 32:22	4 4 [1] - 42:23 40 [1] - 50:10 440 [1] - 23:19 4500 [2] - 36:18, 36:22 4:30 [1] - 19:13 4x4 [2] - 37:14, 38:6	8 8 [1] - 41:9 800 [1] - 17:7 87 [1] - 45:4	8 8 [1] - 41:9 800 [1] - 17:7 87 [1] - 45:4	
	5 5 [4] - 31:10, 32:6, 33:1, 38:24 90 [1] - 22:22	9 9 [4] - 31:10, 32:6, 33:1, 38:24 90 [1] - 22:22	9 9 [4] - 31:10, 32:6, 33:1, 38:24 90 [1] - 22:22	
	A A-plus [1] - 10:4 A.3410.200 [1] - 28:7 A.3410.412 [1] - 48:17 a.m [1] - 38:24 abatement [1] - 21:18 able [2] - 14:11, 15:20 abstract [1] - 9:4 absurd [2] - 18:25, 20:11 accept [1] - 22:12 accepting [5] - 26:17, 29:23, 37:11, 38:3, 42:25 accordingly [5] - 45:7, 45:24, 46:15, 47:6, 47:25 Account [4] - 28:7, 37:16, 38:8, 48:17 account [1] - 29:10	A A-plus [1] - 10:4 A.3410.200 [1] - 28:7 A.3410.412 [1] - 48:17 a.m [1] - 38:24 abatement [1] - 21:18 able [2] - 14:11, 15:20 abstract [1] - 9:4 absurd [2] - 18:25, 20:11 accept [1] - 22:12 accepting [5] - 26:17, 29:23, 37:11, 38:3, 42:25 accordingly [5] - 45:7, 45:24, 46:15, 47:6, 47:25 Account [4] - 28:7, 37:16, 38:8, 48:17 account [1] - 29:10		

<p>30:16, 37:12, 38:4, 48:16, 49:11, 49:12, 49:15</p> <p>AMP [1] - 29:24</p> <p>Amtrak [1] - 19:23</p> <p>Anderson [1] - 2:6</p> <p>Ann [1] - 2:10</p> <p>announcements [1] - 2:15</p> <p>annual [4] - 38:25, 45:3, 45:20, 46:11</p> <p>answer [3] - 4:5, 9:7, 22:6</p> <p>answered [1] - 8:2</p> <p>answers [1] - 11:22</p> <p>Anthony [1] - 29:24</p> <p>apologies [1] - 18:10</p> <p>app [1] - 7:8</p> <p>apparatus [1] - 28:2</p> <p>Applause [1] - 24:19</p> <p>applicable [1] - 29:7</p> <p>Applicant [1] - 3:9</p> <p>applicant [8] - 3:14, 9:1, 10:25, 14:18, 14:21, 15:12, 15:14, 43:3</p> <p>applicants [2] - 9:1, 13:20</p> <p>application [5] - 3:8, 5:1, 5:7, 7:9, 7:13</p> <p>Application [7] - 3:8, 3:14, 38:21, 41:22, 42:1, 42:3, 42:20</p> <p>applications [2] - 11:7, 11:19</p> <p>Apprentice [2] - 28:21, 28:22</p> <p>appropriate [3] - 33:18, 34:13, 35:6</p> <p>approval [3] - 41:25, 42:2, 43:3</p> <p>approved [1] - 27:8</p> <p>approving [12] - 28:1, 31:6, 31:25, 32:21, 38:20, 39:13, 40:7, 41:21, 42:19, 43:17, 44:10, 49:9</p> <p>Architect [8] - 9:16, 9:20, 12:5, 12:14, 13:4, 13:6, 15:16, 15:25</p> <p>architects [1] - 12:6</p> <p>Architects [4] - 12:9,</p>	<p>12:21, 14:23, 15:18</p> <p>area [7] - 15:4, 15:8, 15:9, 18:17, 18:23, 21:20, 32:4</p> <p>Army [2] - 16:14, 16:20</p> <p>arrived [1] - 18:12</p> <p>arriving [1] - 18:10</p> <p>Article [3] - 31:9, 32:5, 33:1</p> <p>artifact [3] - 23:21, 23:22, 24:6</p> <p>aspects [2] - 40:15, 42:5</p> <p>Assembly [1] - 38:20</p> <p>assist [1] - 47:3</p> <p>assistance [1] - 11:18</p> <p>associated [2] - 43:20, 44:13</p> <p>Association [1] - 3:16</p> <p>assumption [1] - 31:9</p> <p>attached [10] - 27:11, 29:23, 33:18, 34:12, 35:6, 39:13, 40:7, 41:21, 43:17, 44:10</p> <p>attendance [2] - 23:6, 28:20</p> <p>Attorney [1] - 26:20</p> <p>ATTORNEY [1] - 1:19</p> <p>August [2] - 29:2, 29:3</p> <p>Authority [1] - 3:12</p> <p>authorizing [15] - 28:20, 30:14, 33:17, 34:11, 35:5, 35:24, 39:18, 43:20, 44:14, 45:3, 45:20, 46:11, 47:2, 47:18, 48:18</p> <p>Avenue [1] - 41:7</p> <p>awake [1] - 20:14</p> <p>awarding [2] - 28:3, 48:12</p> <p>Awards [2] - 39:14, 39:17</p> <p>Aye [170] - 4:17, 4:18, 4:19, 4:20, 4:21, 26:8, 26:9, 26:10, 26:11, 26:12, 26:23, 26:24, 26:25, 27:1, 27:2, 27:17, 27:18, 27:19, 27:20, 27:21, 28:11, 28:12, 28:13, 28:14, 28:15, 29:14, 29:15, 29:16, 29:17,</p>	<p>29:18, 30:5, 30:6, 30:7, 30:8, 30:9, 30:22, 30:23, 30:24, 30:25, 31:1, 31:16, 31:17, 31:18, 31:19, 31:20, 32:12, 32:13, 32:14, 32:15, 32:16, 33:8, 33:9, 33:10, 33:11, 33:12, 34:2, 34:3, 34:4, 34:5, 34:6, 34:21, 34:22, 34:23, 34:24, 34:25, 35:15, 35:16, 35:17, 35:18, 35:19, 36:6, 36:7, 36:8, 36:9, 36:10, 37:2, 37:3, 37:4, 37:5, 37:6, 37:19, 37:20, 37:21, 37:22, 37:23, 38:11, 38:12, 38:13, 38:14, 38:15, 39:4, 39:5, 39:6, 39:7, 39:8, 39:23, 39:24, 39:25, 40:1, 40:2, 40:20, 40:21, 40:22, 40:23, 40:24, 41:12, 41:13, 41:14, 41:15, 41:16, 42:10, 42:11, 42:12, 42:13, 42:14, 43:8, 43:9, 43:10, 43:11, 43:12, 44:1, 44:2, 44:3, 44:4, 44:5, 44:19, 44:20, 44:21, 44:22, 44:23, 45:11, 45:12, 45:13, 45:14, 45:15, 46:2, 46:3, 46:4, 46:5, 46:6, 46:18, 46:19, 46:20, 46:21, 46:22, 47:9, 47:10, 47:11, 47:12, 47:13, 48:3, 48:4, 48:5, 48:6, 48:7, 48:25, 49:1, 49:2, 49:3, 49:4, 49:19, 49:20, 49:21, 49:22, 49:23, 50:20, 50:21, 50:22, 50:23, 50:24</p>	<p>bargaining [3] - 31:11, 32:7, 33:3</p> <p>Barrett [1] - 2:7</p> <p>beef [1] - 23:7</p> <p>beforehand [1] - 8:13</p> <p>behalf [4] - 3:15, 38:22, 41:23, 42:20</p> <p>belongs [2] - 15:7, 15:9</p> <p>benefit [1] - 12:4</p> <p>BESS [1] - 1:15</p> <p>better [3] - 9:8, 11:12, 16:9</p> <p>between [10] - 15:18, 18:12, 31:12, 32:8, 33:3, 43:17, 43:21, 44:10, 44:15, 48:19</p> <p>bid [8] - 28:5, 36:16, 36:20, 37:11, 37:13, 38:3, 38:5, 48:15</p> <p>BID [1] - 25:11</p> <p>bidder [1] - 48:14</p> <p>bids [7] - 36:15, 45:4, 45:7, 45:21, 45:24, 46:12, 46:15</p> <p>big [1] - 22:8</p> <p>bigger [2] - 17:2, 25:1</p> <p>Bill [1] - 2:11</p> <p>bill [1] - 17:10</p> <p>bit [1] - 17:11</p> <p>blood [1] - 52:14</p> <p>BOARD [1] - 1:3</p> <p>Board [31] - 5:13, 7:2, 7:6, 7:14, 7:18, 7:21, 8:4, 8:11, 8:20, 9:3, 9:9, 9:22, 10:23, 10:24, 11:10, 11:16, 11:17, 13:7, 13:15, 14:1, 14:7, 18:8, 23:17, 25:4, 26:20, 27:8, 30:2, 33:23, 34:17, 35:11</p> <p>Board's [1] - 11:8</p> <p>Boards [1] - 14:9</p> <p>boats [4] - 17:6, 17:7, 19:4</p> <p>body [4] - 33:19, 34:14, 36:20, 36:23</p> <p>Bogardus [1] - 2:11</p> <p>Bohn [1] - 3:15</p> <p>bottom [1] - 6:17</p> <p>bought [1] - 20:21</p> <p>BRAATEN [1] - 52:7</p>	<p>Braaten [1] - 52:20</p> <p>Branch [1] - 3:9</p> <p>Brandt [3] - 33:17, 34:11, 35:5</p> <p>Brewers [1] - 17:3</p> <p>bring [1] - 10:12</p> <p>Brooks [1] - 2:8</p> <p>Brooks-Jones [1] - 2:8</p> <p>Budget [6] - 33:18, 33:21, 34:12, 34:15, 35:6, 35:9</p> <p>bugging [1] - 16:23</p> <p>Building [2] - 13:11, 14:8</p> <p>buildings [1] - 35:8</p> <p>Buildings [1] - 48:18</p> <p>burden [1] - 7:3</p> <p>business [1] - 15:9</p> <p>businesses [3] - 17:2, 17:8, 17:15</p> <p>buy [1] - 19:16</p>
C				
			<p>CAC [1] - 3:17</p> <p>Cafe [1] - 3:9</p> <p>Cairns [1] - 24:12</p> <p>cancelled [1] - 25:24</p> <p>cap [1] - 39:17</p> <p>capable [2] - 36:18, 36:22</p> <p>care [2] - 8:12, 8:19</p> <p>carried [34] - 4:24, 26:15, 27:5, 27:24, 28:18, 29:21, 30:12, 31:4, 31:23, 32:19, 33:15, 34:9, 35:3, 35:22, 36:13, 37:9, 38:1, 38:18, 39:11, 40:5, 41:2, 41:19, 42:17, 43:15, 44:8, 45:1, 45:18, 46:9, 46:25, 47:16, 48:10, 49:7, 50:1, 51:2</p> <p>carrying [1] - 11:5</p> <p>cars [1] - 21:13</p> <p>case [1] - 13:9</p> <p>cash [1] - 30:17</p> <p>cede [1] - 23:12</p> <p>celebration [1] - 2:25</p> <p>Central [1] - 41:7</p> <p>certify [2] - 52:9,</p>	
	B			
		<p>background [2] - 15:23, 24:21</p> <p>backhoe [1] - 47:21</p> <p>bad [1] - 15:21</p>		

<p>52:13 Change [1] - 3:8 change [1] - 11:15 Chapter [3] - 40:8, 40:12, 41:5 charging [1] - 13:20 check [1] - 30:14 checks [3] - 49:9, 49:12, 49:14 Christmas [2] - 2:25, 25:10 clarification [1] - 10:9 Class [1] - 3:8 classes [1] - 29:5 Clause [2] - 31:11, 32:6 Clerk [6] - 26:19, 45:6, 45:23, 46:14, 47:5, 47:24 CLERK [3] - 1:20, 3:3, 3:6 client [1] - 14:13 client's [1] - 13:8 close [1] - 4:14 closed [4] - 2:23, 2:24, 3:1, 3:5 Club [2] - 43:19, 43:23 clue [1] - 15:13 code [3] - 13:13, 13:23, 15:18 Code [4] - 22:21, 22:24, 40:10, 41:5 coincide [1] - 2:19 collective [3] - 31:11, 32:7, 33:2 College [1] - 28:22 coming [5] - 6:8, 11:8, 13:22, 18:21, 51:3 comment [4] - 9:12, 9:14, 10:16, 13:1 comments [4] - 3:11, 4:10, 7:14, 50:7 commercial [1] - 17:8 Company [3] - 24:13, 24:16, 28:4 company [2] - 13:10, 24:14 Compensation [3] - 31:10, 32:6, 33:1 complained [1] - 19:18 complaining [2] - 19:4, 50:11</p>	<p>complaints [2] - 50:8, 50:10 completed [1] - 28:24 completion [1] - 32:24 complicated [1] - 8:3 concern [4] - 8:21, 10:22, 18:19 concerned [1] - 12:16 conditioned [1] - 20:8 Condo [1] - 3:15 Condos [1] - 3:25 conductor [1] - 20:7 conductors [1] - 19:25 conference [1] - 11:21 conflicts [1] - 15:17 confused [1] - 4:1 confusion [1] - 10:8 Conservation [1] - 42:25 consisting [1] - 49:11 Consortium [1] - 36:3 Construction [2] - 48:15, 48:20 contains [1] - 52:10 contemplating [1] - 7:20 continuation [1] - 4:3 continue [1] - 7:24 contract [7] - 28:4, 43:17, 43:21, 44:10, 44:14, 48:12, 48:19 contractor [2] - 3:23, 47:19 contrary [1] - 12:12 contribution [1] - 25:14 control [2] - 17:20, 25:18 Cooperation [1] - 36:2 corner [1] - 41:8 Corps [2] - 16:14, 16:20 correct [6] - 3:6, 12:2, 16:12, 17:5, 22:17, 52:11 cost [1] - 29:4 costs [1] - 29:8 Council [1] - 42:25 count [2] - 18:11, 22:19 country [2] - 19:22, 19:24</p>	<p>COUNTY [2] - 1:1, 52:5 County [3] - 16:11, 36:2 couple [2] - 2:15, 4:2 course [1] - 32:24 Court [1] - 52:7 Cove [2] - 3:15, 3:25 Craig [1] - 32:22 create [1] - 41:6 credence [1] - 50:12 credits [1] - 32:25 Credits [1] - 33:2 Creek [2] - 16:8, 17:20 creek [3] - 17:3, 17:9, 17:18 criticized [1] - 19:6 cross [1] - 19:24 CROWLEY [7] - 3:21, 3:25, 4:9, 5:2, 5:6, 5:11, 5:16 Crowley [1] - 3:23 CSEA [3] - 31:13, 32:8, 33:4 customer [1] - 13:5 customer's [1] - 13:8</p> <p style="text-align: center;">D</p> <p>d/b/a [2] - 37:12, 38:4 daily [1] - 47:20 date [1] - 2:17 dated [2] - 29:24, 49:10 daughter [1] - 24:17 Dave [2] - 48:14, 48:20 Deborah [1] - 2:7 December [6] - 2:16, 2:17, 2:19, 2:24, 2:25, 52:18 decibel [2] - 22:19, 22:23 decibels [1] - 22:22 decided [1] - 6:25 decision [2] - 10:11, 11:11 declaration [2] - 40:17, 42:6 defer [1] - 10:15 delivery [3] - 45:4, 45:21, 46:12 Department [11] - 13:11, 14:8, 23:24,</p>	<p>26:18, 28:3, 28:8, 33:20, 34:14, 37:15, 38:7, 39:14 Department's [1] - 24:13 DEPUTY [1] - 1:14 design [3] - 12:14, 14:25, 43:4 designing [1] - 15:5 details [1] - 43:2 determining [4] - 40:11, 40:13, 41:25, 42:1 diesel [7] - 19:19, 19:20, 20:3, 20:4, 20:20, 22:1, 46:12 differences [1] - 6:23 different [3] - 12:7, 12:13, 14:9 dig [1] - 22:12 directing [8] - 33:20, 34:15, 35:9, 45:6, 45:23, 46:14, 47:5, 47:23 discuss [1] - 4:25 discussion [1] - 17:23 disposal [1] - 47:4 distance [1] - 41:8 District [2] - 38:23, 39:1 Document [1] - 39:15 Don [1] - 23:18 donation [1] - 25:12 done [3] - 4:4, 18:1 Donovan [1] - 2:7 DOUGLAS [1] - 1:16 down [3] - 2:22, 13:25, 18:2 Dr [1] - 2:9 drafted [1] - 50:3 drawer/banks [1] - 30:17 dredging [1] - 16:6 driver [1] - 47:3 due [1] - 6:23 dump [2] - 36:19, 47:3 during [1] - 43:4 duties [2] - 6:19, 31:9</p> <p style="text-align: center;">E</p> <p>E.0384 [1] - 38:8 Earned [1] - 33:2</p>	<p>Edna [2] - 23:25, 24:17 effective [4] - 13:17, 31:8, 32:2, 32:23 eight [2] - 11:9, 16:24 Eileen [1] - 2:8 either [3] - 9:2, 9:4, 25:21 Electric [2] - 34:14, 38:7 electricity [3] - 19:8, 20:8, 20:10 Elizabeth [3] - 2:6, 2:7, 38:21 Emily [1] - 2:7 Employee [1] - 29:11 employment [1] - 32:4 engine [10] - 20:3, 20:4, 20:21, 20:23, 20:25, 21:3, 22:1, 24:14, 36:19, 36:23 engineer [2] - 19:24, 22:7 Engineers [2] - 16:14, 16:20 engines [4] - 19:5, 19:12, 19:20, 22:11 enjoy [1] - 51:3 entertain [1] - 6:25 entrance [1] - 17:9 environment [2] - 40:16, 42:5 equal [1] - 10:21 equipment [2] - 43:20, 44:13 Equipment [1] - 28:8 equivalent [2] - 36:18, 36:22 Ethan [2] - 28:20, 31:7 Eve [1] - 3:1 evening [2] - 23:21, 24:8 event [1] - 43:3 exactly [1] - 6:19 example [1] - 15:7 exceed [1] - 29:7 execute [1] - 35:24 Executive [1] - 5:24 exist [1] - 19:10 expensed [5] - 28:7, 29:10, 37:15, 38:7, 48:17 expenses [2] - 13:25,</p>
---	--	--	---	--

29:7 expensive [2] - 14:3, 14:4 experience [7] - 12:6, 12:21, 14:21, 14:22, 15:17, 15:24, 32:5 expertise [3] - 15:5, 15:24, 32:3 expiration [1] - 43:1 explained [1] - 20:1 extending [1] - 41:8 extremely [1] - 14:2	fishing [2] - 19:4, 19:7 fit [1] - 25:3 five [2] - 20:25, 28:24 flag [1] - 2:3 Flint [1] - 18:9 flow [1] - 15:10 foisted [1] - 21:21 following [1] - 27:7 foot [1] - 17:10 force [3] - 31:12, 32:8, 33:3 Ford [6] - 37:11, 37:12, 37:14, 38:3, 38:4, 38:6 foregoing [1] - 52:10 forget [1] - 5:6 formal [3] - 33:22, 34:16, 35:10 format [2] - 3:22, 8:5 forty [1] - 39:18 four [3] - 18:25, 19:12, 22:2 Fourth [1] - 23:19 free [1] - 19:25 freedom [1] - 13:18 freight [1] - 19:25 frequent [1] - 22:16 friend [1] - 23:25 Front [1] - 3:10 fuel [1] - 46:12 fully [2] - 14:17, 16:22 fun [1] - 19:6 fund [2] - 16:16, 35:7	24:9, 24:13, 24:15, 26:18, 27:8, 27:14, 28:3, 29:9, 30:2, 30:18, 31:13, 32:8, 33:4, 36:1, 39:14, 40:10, 41:5, 43:18, 43:19, 43:22, 44:11, 44:13, 44:15, 45:6, 45:23, 46:13, 48:20 guess [1] - 11:13 guide [1] - 24:18 guys [6] - 4:4, 6:2, 11:12, 18:2, 19:2, 21:12	Historic [1] - 14:10 history [2] - 12:19, 24:2 Hockey [4] - 43:18, 43:22, 44:12, 44:16 hoe [1] - 47:22 Holland [2] - 28:21, 31:7 honorable [1] - 23:20 hopefully [1] - 2:20 hoping [2] - 17:22 hose [1] - 24:14 hotel [4] - 15:5, 15:6, 15:7 hour [4] - 20:24, 31:8, 32:2, 32:23 hourly [4] - 31:6, 31:25, 32:21, 47:20 hours [7] - 13:21, 18:25, 19:12, 20:2, 22:2, 22:19, 32:25 Howard [2] - 24:4, 24:17 HUBBARD [145] - 1:13, 2:2, 2:5, 2:14, 3:4, 3:7, 3:24, 4:6, 4:10, 4:13, 4:16, 4:21, 4:24, 5:3, 5:8, 5:12, 5:15, 5:21, 5:25, 6:5, 6:11, 6:21, 7:11, 8:8, 11:15, 16:7, 16:12, 16:14, 16:18, 16:25, 17:5, 17:13, 18:7, 22:17, 23:14, 23:16, 24:11, 24:20, 25:3, 25:6, 25:15, 25:20, 25:23, 26:1, 26:3, 26:7, 26:12, 26:15, 26:22, 27:2, 27:5, 27:16, 27:21, 27:24, 28:10, 28:15, 28:18, 29:13, 29:18, 29:21, 30:4, 30:9, 30:12, 30:21, 31:1, 31:4, 31:15, 31:20, 31:23, 32:11, 32:16, 32:19, 33:7, 33:12, 33:15, 34:1, 34:6, 34:9, 34:20, 34:25, 35:3, 35:14, 35:19, 35:22, 36:5, 36:10, 36:13, 37:1, 37:6, 37:9, 37:18,	37:23, 38:1, 38:10, 38:15, 38:18, 39:3, 39:8, 39:11, 39:22, 40:2, 40:5, 40:19, 40:24, 41:2, 41:11, 41:16, 41:19, 42:9, 42:14, 42:17, 43:7, 43:12, 43:15, 43:25, 44:5, 44:8, 44:18, 44:23, 45:1, 45:10, 45:15, 45:18, 46:1, 46:6, 46:9, 46:17, 46:22, 46:25, 47:8, 47:13, 47:16, 48:2, 48:7, 48:10, 48:24, 49:4, 49:7, 49:18, 49:23, 50:1, 50:16, 50:19, 50:24, 51:2 Hubbard [7] - 23:20, 24:9, 35:24, 39:19, 43:21, 44:14, 48:19 hundreds [1] - 20:14
F	G	H	I	
F-450 [2] - 37:14, 38:6 fact [1] - 11:16 familiar [1] - 3:22 far [1] - 7:9 father [1] - 24:4 favor [34] - 4:16, 26:7, 26:22, 27:16, 28:10, 29:13, 30:4, 30:21, 31:15, 32:11, 33:7, 34:1, 34:20, 35:14, 36:5, 37:1, 37:18, 38:10, 39:3, 39:22, 40:19, 41:11, 42:9, 43:7, 43:25, 44:18, 45:10, 46:1, 46:17, 47:8, 48:2, 48:24, 49:18, 50:19 February [1] - 28:25 Federal [1] - 19:14 feeding [1] - 21:2 feet [3] - 41:7, 41:9 felt [1] - 16:15 file [1] - 3:17 fill [1] - 18:11 financial [2] - 9:8, 14:20 finish [1] - 14:5 Fire [8] - 23:24, 24:13, 24:15, 26:18, 28:3, 28:7, 39:14, 48:17 Firehouse [3] - 1:7, 48:14, 48:22 Fireman [1] - 24:9 Firematic [1] - 28:4 first [2] - 9:15, 19:2 FISHER [2] - 23:18, 24:12 Fisher [1] - 23:18	gap [1] - 18:12 gas [2] - 36:19, 36:23 gas-powered [2] - 36:19, 36:23 gasoline [1] - 45:5 general [1] - 15:24 generous [1] - 25:12 GEORGE [1] - 1:13 George [1] - 24:9 grandmother [1] - 24:3 great [2] - 8:22, 10:2 Great [2] - 37:11, 38:3 GREENPORT [1] - 1:1 Greenport [38] - 1:8, 11:4, 17:20, 21:22, 23:23, 23:24, 24:4,	H.5110.201 [1] - 37:16 half [1] - 47:20 half-day [1] - 47:20 Halligan [1] - 2:8 Halsey [2] - 41:23, 42:20 hand [2] - 13:20, 52:18 happy [1] - 4:5 Harassment [2] - 27:12, 27:13 Harbor [1] - 17:4 heads [2] - 24:24, 24:25 health [1] - 12:23 hear [1] - 20:13 hearing [7] - 3:13, 3:16, 3:19, 4:11, 4:14, 5:4, 42:21 heating [1] - 45:21 held [2] - 28:24, 42:22 helmet [2] - 24:12, 24:16 help [3] - 7:1, 11:18, 17:10 helping [3] - 12:1, 13:10, 14:7 Henry [1] - 2:9 hereby [1] - 52:9 hereunto [1] - 52:17 high [1] - 22:24 hire [1] - 6:10 hired [1] - 13:6 hiring [1] - 6:25 historic [2] - 23:21, 23:22	lan [1] - 3:22 ice [1] - 30:18 Ice [2] - 43:20, 44:13 idea [2] - 8:22, 8:23 idle [3] - 19:19, 20:20, 21:3 idles [1] - 19:12 idling [5] - 18:25, 19:5, 20:6, 22:1, 22:18 impact [2] - 40:15, 42:4 IN [1] - 52:17 Inc [6] - 3:9, 28:4, 41:24, 42:21, 48:15, 48:20 included [3] - 33:21, 34:16, 35:9 including [3] - 42:23, 47:23, 49:14 increase [3] - 31:6, 31:25, 32:21 inform [1] - 18:15 informed [1] - 11:23 input [1] - 7:5 instances [1] - 8:3 intention [1] - 8:8 interested [1] - 52:15	

<p>involved [2] - 12:9, 14:22</p> <p>Isabel [1] - 50:4</p> <p>Island [6] - 19:11, 21:23, 21:25, 22:1, 22:2, 23:19</p> <p>issuance [1] - 30:14</p> <p>issues [1] - 13:13</p> <p>items [2] - 6:2, 11:10</p> <p>itself [1] - 7:13</p>	<p>last [2] - 9:23, 16:24</p> <p>late [1] - 18:10</p> <p>Laughter [7] - 5:10, 5:20, 6:6, 10:5, 18:4, 18:13, 25:2</p> <p>law [2] - 40:12, 40:14</p> <p>Law [1] - 41:4</p> <p>Lawyer [1] - 9:6</p> <p>lead [2] - 40:11, 41:24</p> <p>League [2] - 44:12, 44:16</p> <p>least [1] - 32:25</p> <p>leaving [1] - 5:14</p> <p>Length [2] - 39:14, 39:16</p> <p>length [1] - 41:9</p> <p>letter [4] - 50:3, 50:5, 50:9, 50:12</p> <p>letters [1] - 19:18</p> <p>license [1] - 3:8</p> <p>lighting [2] - 2:18, 51:5</p> <p>Lights [1] - 2:15</p> <p>Lineman [1] - 28:22</p> <p>Liquor [1] - 3:12</p> <p>liquor [1] - 3:7</p> <p>list [2] - 16:11, 16:19</p> <p>listening [3] - 18:6, 23:13, 50:7</p> <p>Littleton [1] - 28:23</p> <p>live [5] - 18:20, 21:5, 21:17, 23:8, 23:10</p> <p>LLC [3] - 29:24, 37:12, 38:4</p> <p>Loading [1] - 40:10</p> <p>loading [1] - 41:6</p> <p>lobbying [1] - 14:13</p> <p>Local [4] - 31:13, 32:9, 33:4, 41:4</p> <p>local [2] - 40:12, 40:14</p> <p>located [1] - 3:10</p> <p>locations [3] - 45:5, 45:22, 46:13</p> <p>look [6] - 7:15, 8:17, 8:23, 8:24, 9:18, 15:2</p> <p>looked [1] - 11:8</p> <p>looking [2] - 13:11, 14:10</p> <p>looks [2] - 2:21, 4:7</p> <p>loud [2] - 20:15, 22:19</p> <p>Louise [1] - 2:8</p> <p>lowest [1] - 48:14</p>	<p>Ltd [2] - 43:19, 43:23</p> <p>Lucia [1] - 52:20</p> <p>LUCIA [1] - 52:7</p>	<p>26:1, 26:3, 26:7, 26:12, 26:15, 26:22, 27:2, 27:5, 27:16, 27:21, 27:24, 28:10, 28:15, 28:18, 29:13, 29:18, 29:21, 30:4, 30:9, 30:12, 30:21, 31:1, 31:4, 31:15, 31:20, 31:23, 32:11, 32:16, 32:19, 33:7, 33:12, 33:15, 34:1, 34:6, 34:9, 34:20, 34:25, 35:3, 35:14, 35:19, 35:22, 36:5, 36:10, 36:13, 37:1, 37:6, 37:9, 37:18, 37:23, 38:1, 38:10, 38:15, 38:18, 39:3, 39:8, 39:11, 39:22, 40:2, 40:5, 40:19, 40:24, 41:2, 41:11, 41:16, 41:19, 42:9, 42:14, 42:17, 43:7, 43:12, 43:15, 43:25, 44:5, 44:8, 44:18, 44:23, 45:1, 45:10, 45:15, 45:18, 46:1, 46:6, 46:9, 46:17, 46:22, 46:25, 47:8, 47:13, 47:16, 48:2, 48:7, 48:10, 48:24, 49:4, 49:7, 49:18, 49:23, 50:1, 50:16, 50:19, 50:24, 51:2</p> <p>Mayor [8] - 24:9, 25:8, 26:20, 35:24, 39:18, 43:21, 44:14, 48:18</p> <p>mayor [1] - 23:20</p> <p>meals [1] - 29:6</p> <p>mean [5] - 6:21, 17:14, 17:18, 19:2, 22:18</p> <p>measure [1] - 22:20</p> <p>meeting [23] - 2:1, 2:2, 5:1, 7:18, 8:10, 8:15, 8:20, 9:5, 10:12, 11:23, 13:16, 15:23, 16:5, 27:10, 33:22, 33:23, 34:16, 34:17, 35:10, 35:11, 50:17, 51:6</p> <p>meetings [5] - 9:9, 9:23, 10:7, 10:13, 14:1</p> <p>members [1] - 10:23</p>	<p>menorah [2] - 2:18, 51:5</p> <p>mention [2] - 25:8, 25:10</p> <p>Merit [2] - 31:10, 32:6</p> <p>meter [1] - 22:23</p> <p>Michael [1] - 18:9</p> <p>might [3] - 11:11, 12:19, 12:20</p> <p>Mike [1] - 50:3</p> <p>mileage [1] - 29:8</p> <p>mind [2] - 12:17, 15:15</p> <p>mine [1] - 23:25</p> <p>minute [1] - 20:25</p> <p>minutes [4] - 20:25, 33:22, 34:16, 35:10</p> <p>missed [1] - 6:10</p> <p>mister [1] - 20:20</p> <p>Mitchell [2] - 35:8, 38:23</p> <p>modifies [1] - 43:3</p> <p>moment [3] - 2:6, 8:2, 8:5</p> <p>Moment [1] - 2:12</p> <p>money [2] - 11:25, 18:2</p> <p>Monsell [1] - 24:3</p> <p>month [6] - 4:25, 5:5, 11:2, 11:5, 11:9, 11:10</p> <p>monthly [1] - 26:17</p> <p>months [1] - 21:15</p> <p>morning [1] - 20:24</p> <p>mornings [1] - 20:15</p> <p>most [1] - 17:17</p> <p>Motion [34] - 4:24, 26:15, 27:5, 27:24, 28:18, 29:21, 30:12, 31:4, 31:23, 32:19, 33:15, 34:9, 35:3, 35:22, 36:13, 37:9, 38:1, 38:18, 39:11, 40:5, 41:2, 41:19, 42:17, 43:15, 44:8, 45:1, 45:18, 46:9, 46:25, 47:16, 48:10, 49:7, 50:1, 51:2</p> <p>motion [2] - 4:14, 50:17</p> <p>move [2] - 6:25, 25:6</p> <p>moved [32] - 26:5, 26:20, 27:14, 28:8,</p>
J				
<p>JACK [1] - 1:14</p> <p>James [1] - 2:11</p> <p>January [2] - 3:5, 28:25</p> <p>job [3] - 12:2, 12:20, 32:24</p> <p>job-related [1] - 32:24</p> <p>John [7] - 5:22, 10:14, 12:25, 18:7, 18:11, 41:23, 42:20</p> <p>Johnson [2] - 2:10, 32:22</p> <p>Jones [1] - 2:8</p> <p>JOSEPH [1] - 1:19</p> <p>JR [1] - 1:13</p> <p>JULIA [1] - 1:17</p> <p>July [2] - 38:24, 38:25</p> <p>June [2] - 29:2</p>				
K				
<p>keep [1] - 13:24</p> <p>kept [1] - 20:14</p> <p>key [1] - 20:4</p> <p>kind [2] - 16:23, 19:14</p> <p>Kiski [1] - 2:9</p> <p>knowing [2] - 15:22, 15:23</p> <p>Korn [1] - 2:9</p> <p>kowtow [1] - 20:17</p>				
L				
<p>laborious [1] - 10:20</p> <p>Land [2] - 41:24, 42:21</p> <p>land [2] - 12:12, 17:17</p> <p>landscape [5] - 33:19, 34:14, 36:23, 37:14, 38:6</p>				

29:11, 30:2, 30:19, 31:13, 32:9, 33:5, 33:24, 34:18, 35:12, 36:3, 36:24, 37:16, 38:8, 39:1, 39:20, 40:17, 41:9, 42:7, 43:5, 43:23, 44:16, 45:8, 45:24, 46:15, 47:6, 47:25, 48:22, 49:16 MR [45] - 3:21, 3:25, 4:9, 5:2, 5:6, 5:11, 5:16, 5:18, 5:22, 6:1, 6:8, 6:13, 6:15, 6:18, 7:7, 7:12, 7:16, 7:19, 7:23, 8:1, 8:7, 8:21, 9:24, 10:1, 10:3, 10:17, 12:3, 13:2, 14:14, 14:17, 16:8, 16:13, 16:16, 16:22, 17:1, 17:6, 17:19, 17:25, 18:5, 18:9, 18:14, 22:18, 23:15, 23:18, 24:12 MTA [3] - 19:17, 20:18, 50:3 municipality [1] - 12:24 Murray [2] - 48:14, 48:20 Museum [1] - 23:18 museums [2] - 23:5, 23:7 must [3] - 19:19, 20:20, 24:23	18:20, 18:23 NEPPA's [1] - 28:21 never [2] - 25:3, 25:23 NEW [2] - 1:1, 52:3 new [6] - 17:3, 18:17, 33:19, 34:13, 36:17, 36:21 New [3] - 1:8, 3:1, 52:8 newer [2] - 36:17, 36:21 Newton [1] - 2:10 next [6] - 4:25, 5:5, 5:6, 7:25, 11:2, 11:5 nice [1] - 24:20 night [5] - 5:15, 19:5, 20:15, 23:15, 29:6 nine [1] - 11:9 noise [10] - 18:21, 19:8, 19:9, 20:11, 21:6, 21:9, 21:18, 21:21, 22:11, 22:15 nonsense [6] - 19:18, 20:3, 20:19, 21:2, 22:6, 22:12 noon [2] - 2:23, 3:4 Northwest [1] - 28:22 Notary [1] - 52:8 nother [2] - 15:4 Notice [1] - 39:19 notice [5] - 45:7, 45:23, 46:14, 47:5, 47:24 noticed [1] - 3:16 November [14] - 1:9, 26:5, 27:9, 29:4, 31:8, 32:2, 32:23, 33:22, 34:17, 35:11, 37:13, 38:5, 49:10, 52:12 number [5] - 6:13, 9:22, 10:15, 20:21, 20:22	October [5] - 28:6, 29:3, 29:25, 36:16, 48:15 OF [6] - 1:1, 1:1, 1:3, 52:3, 52:5 offer [3] - 4:13, 26:3, 50:16 Offices [1] - 2:23 official [1] - 27:13 oil [1] - 45:21 old [1] - 24:5 Olive [1] - 3:9 One [2] - 48:13, 48:21 one [11] - 16:4, 19:23, 20:21, 21:22, 24:10, 25:9, 28:1, 40:15, 42:4, 47:21 open [1] - 5:12 Open [2] - 44:11, 44:16 opening [6] - 28:5, 36:16, 37:13, 38:5, 48:15 operation [1] - 30:18 opinion [1] - 16:3 opinions [1] - 6:24 opportunity [1] - 9:22 opposed [7] - 12:5, 12:15, 12:23, 15:5, 15:25, 16:10, 16:17 Opposed [34] - 4:22, 26:13, 27:3, 27:22, 28:16, 29:19, 30:10, 31:2, 31:21, 32:17, 33:13, 34:7, 35:1, 35:20, 36:11, 37:7, 37:24, 38:16, 39:9, 40:3, 40:25, 41:17, 42:15, 43:13, 44:6, 44:24, 45:16, 46:7, 46:23, 47:14, 48:8, 49:5, 49:24, 50:25 opposite [1] - 10:21 order [4] - 2:1, 2:2, 3:18, 13:24 original [1] - 24:16 OSINSKI [3] - 18:9, 18:14, 22:18 Osinski [1] - 18:9 Osinski's [1] - 50:4 OSKINSKI [1] - 23:15 ourselves [1] - 16:21 outcome [1] - 52:16	oversight [1] - 7:7 oversight's [1] - 7:8 overtime [1] - 47:23 overwhelming [1] - 18:21 owing [3] - 31:8, 32:3, 32:23 own [1] - 15:17 owned [1] - 35:8	42:21 people [8] - 8:10, 20:14, 21:10, 21:16, 21:17, 23:8, 23:23, 50:6 per [18] - 28:4, 28:5, 29:6, 29:7, 29:9, 31:8, 31:9, 32:2, 32:5, 32:23, 32:25, 36:15, 37:13, 38:5, 42:21, 48:15, 49:9, 50:3 perform [4] - 33:17, 34:11, 35:5, 42:22 performance [1] - 29:25 perhaps [8] - 8:25, 9:6, 9:7, 10:19, 14:10, 16:9, 17:10 Permit [6] - 3:14, 38:20, 41:22, 41:25, 42:2, 42:19 permit [1] - 43:1 permitting [1] - 25:17 person [7] - 10:13, 12:18, 13:19, 13:21, 14:3, 15:21, 15:22 perspective [2] - 12:7, 12:13 pertaining [1] - 35:25 PHILLIPS [58] - 1:15, 4:15, 4:18, 6:14, 6:16, 9:13, 12:25, 13:3, 14:16, 26:9, 26:24, 27:18, 28:9, 28:12, 28:19, 29:15, 30:6, 30:23, 31:14, 31:17, 31:24, 32:13, 33:9, 34:3, 34:19, 34:22, 35:4, 35:16, 36:7, 37:3, 37:17, 37:20, 38:2, 38:12, 39:5, 39:24, 40:18, 40:21, 41:3, 41:13, 42:11, 43:9, 43:24, 44:2, 44:9, 44:20, 45:12, 46:3, 46:16, 46:19, 47:1, 47:10, 48:4, 49:1, 49:17, 49:20, 50:18, 50:21 pick [1] - 17:15 picture [1] - 24:5 Pirillo [5] - 45:6,
N	O	P		
name [1] - 17:3 names [1] - 50:9 nasty [1] - 23:15 near [1] - 18:20 necessary [1] - 10:11 Neck [2] - 37:11, 38:3 need [4] - 11:18, 11:22, 12:2, 12:17 needed [3] - 11:16, 11:24, 47:5 negative [4] - 40:15, 40:16, 42:4, 42:6 neighborhood [1] - 50:6 neighbors [3] - 18:19,	o'clock [1] - 18:12 O'Shea [1] - 2:10 objective [1] - 14:11 obnoxious [2] - 20:11, 21:8 observe [2] - 9:22, 10:6 octane [1] - 45:4	P.M [1] - 1:10 p.m [4] - 2:1, 2:16, 2:18, 51:6 package [1] - 8:18 Page [1] - 6:17 page [1] - 14:15 painting [1] - 35:7 Pallas [1] - 30:15 PALLAS [5] - 1:21, 6:15, 7:12, 7:19, 8:1 paper [1] - 18:16 paperwork [1] - 35:25 Parade [2] - 2:15, 25:10 parade [5] - 25:12, 25:16, 25:21, 25:23, 51:4 pardon [1] - 28:5 Park [2] - 35:8, 38:24 parked [2] - 21:13, 21:14 parking [9] - 15:10, 18:18, 18:24, 21:7, 21:11, 21:16, 22:9, 23:4, 23:8 part [3] - 33:21, 34:16, 35:10 participation [1] - 36:1 particular [6] - 13:10, 13:19, 15:8, 15:9, 23:23 parties [1] - 52:14 past [2] - 8:14, 14:19 PAUL [1] - 1:21 Paul [1] - 30:15 pay [2] - 21:17, 23:10 payable [1] - 30:15 pays [1] - 14:18 Pearl [1] - 2:8 Peconic [2] - 41:23,		

45:23, 46:14, 47:5, 47:24 PIRILLO [3] - 1:20, 3:3, 3:6 place [1] - 25:11 plan [5] - 7:13, 12:14, 16:1, 18:17, 30:1 Plan [1] - 39:15 Planner [19] - 6:9, 6:10, 6:20, 7:22, 8:9, 9:2, 9:5, 9:16, 9:19, 10:7, 10:12, 11:1, 12:5, 12:8, 12:13, 14:18, 15:15, 15:25, 16:2 planning [5] - 7:10, 12:16, 12:19, 14:25, 15:3 Planning [23] - 7:2, 7:6, 7:14, 7:18, 7:21, 8:4, 8:11, 8:20, 9:3, 9:9, 9:22, 10:23, 11:8, 11:10, 11:16, 11:17, 13:7, 13:15, 14:1, 14:7, 14:9, 30:2 plans [7] - 7:5, 9:17, 9:20, 10:13, 13:12, 14:11 pleasure [2] - 24:8, 24:18 pledge [1] - 2:3 Pledge [1] - 2:4 plow [2] - 36:18, 36:22 plow-capable [2] - 36:18, 36:22 plug [1] - 20:9 plus [1] - 10:4 podium [1] - 19:3 point [2] - 14:20, 17:23 Policy [3] - 27:11, 27:13, 29:10 polluting [1] - 21:9 pop [1] - 8:13 poppycock [1] - 19:17 Portillo [1] - 29:24 portion [1] - 38:23 position [1] - 6:22 possible [1] - 10:10 Power [1] - 38:22 powered [2] - 36:19, 36:23	pre [1] - 11:21 pre-submission [1] - 11:21 prefer [1] - 19:22 prepaid [1] - 49:14 prepared [1] - 9:7 presence [2] - 8:4, 10:7 present [2] - 7:19, 24:8 presented [1] - 13:14 pretty [3] - 4:3, 18:3, 22:23 previous [1] - 14:3 price [1] - 47:19 printed [1] - 26:5 problem [7] - 5:9, 8:25, 11:3, 11:4, 11:6, 21:8, 21:20 procedure [1] - 5:4 proceedings [1] - 52:11 process [8] - 7:2, 7:10, 7:23, 7:24, 10:19, 10:20, 11:5, 11:20 processing [1] - 10:9 professional [10] - 7:4, 8:17, 8:24, 9:2, 9:19, 10:14, 12:15, 15:15, 15:25, 16:1 professionals [1] - 15:1 Program [4] - 28:21, 39:15, 39:17 progress [2] - 11:6, 12:11 project [5] - 4:2, 7:15, 12:22, 43:2 PROKOP [1] - 1:19 property [1] - 3:10 proposal [1] - 29:23 proposed [1] - 40:8 protected [1] - 24:23 Provisions [1] - 39:16 public [9] - 3:13, 3:16, 3:19, 4:11, 4:14, 5:4, 5:12, 5:14, 42:21 Public [2] - 38:20, 52:8 pulls [1] - 19:11 pumper [1] - 28:2 purchase [7] - 28:1,	33:19, 34:13, 36:17, 36:21, 37:14, 38:6 purposes [2] - 40:17, 42:6 put [4] - 6:2, 8:17, 22:1, 22:14	36:15 recognized [1] - 25:13 recommendation [1] - 43:1 rectify [1] - 8:16 reference [1] - 13:12 regarding [3] - 29:25, 40:8, 41:22 REGULAR [1] - 1:4 regular [6] - 25:7, 33:23, 34:17, 35:11, 47:23, 49:12 reimbursable [1] - 29:6 reimbursements [1] - 29:9 rejecting [1] - 36:15 related [2] - 32:24, 52:13 relation [1] - 15:2 relayed [1] - 7:21 rely [1] - 17:8 remain [1] - 2:5 remained [1] - 2:12 remake [1] - 23:4 remember [2] - 16:23, 19:1 removal [1] - 47:4 Rendezvous [1] - 39:1 renovate [1] - 21:19 Repair [1] - 48:17 replacement [2] - 48:13, 48:21 reply [2] - 19:18, 22:12 Report [1] - 49:10 report [1] - 3:17 Reporter [1] - 52:7 reports [1] - 26:17 represent [1] - 13:7 Request [2] - 47:6, 47:24 request [3] - 8:4, 11:25, 13:19 required [1] - 30:17 requirement [1] - 47:19 requisite [1] - 35:25 research [1] - 24:22 reserves [3] - 33:19, 34:13, 35:7 residents [8] - 20:12, 21:4, 21:12, 21:16, 22:5, 23:3, 23:9,	50:10 resolution [6] - 5:23, 6:9, 27:7, 35:4, 40:7, 41:21 RESOLUTION [64] - 26:4, 26:16, 26:17, 27:6, 27:7, 27:11, 27:25, 28:1, 28:19, 28:20, 29:22, 29:23, 30:13, 30:14, 31:5, 31:6, 31:24, 31:25, 32:20, 32:21, 33:16, 33:17, 34:10, 34:11, 35:5, 35:23, 35:24, 36:14, 36:15, 37:10, 37:11, 38:2, 38:3, 38:19, 38:20, 39:12, 39:13, 40:6, 40:7, 41:3, 41:4, 41:20, 41:21, 42:18, 42:19, 43:16, 43:17, 44:9, 44:10, 45:2, 45:3, 45:19, 45:20, 46:10, 46:11, 47:1, 47:2, 47:17, 47:18, 48:11, 48:12, 49:8, 49:9 Response [37] - 4:12, 4:23, 25:5, 26:14, 27:4, 27:23, 28:17, 29:20, 30:11, 31:3, 31:22, 32:18, 33:14, 34:8, 35:2, 35:21, 36:12, 37:8, 37:25, 38:17, 39:10, 40:4, 41:1, 41:18, 42:16, 43:14, 44:7, 44:25, 45:17, 46:8, 46:24, 47:15, 48:9, 49:6, 49:25, 50:15, 51:1 responsibility [1] - 6:19 restoration [1] - 42:23 rev [1] - 21:1 review [6] - 8:9, 9:17, 9:20, 12:14, 16:1, 30:1 reviewing [1] - 7:15 reviews [2] - 10:13, 14:19 Richard [2] - 2:9, 32:1 ride [3] - 19:21, 19:25 ridiculous [1] - 19:9 ridiculously [1] -
		Q		
		qualified [1] - 12:20 questions [9] - 4:5, 7:2, 7:20, 8:12, 9:4, 9:6, 13:14, 13:18, 50:4 Quotations [2] - 47:6, 47:24 quotes [2] - 47:2, 47:18		
		R		
		RA [1] - 29:24 Railroad [1] - 23:18 railroad [2] - 18:17, 18:18 rain [3] - 2:17, 2:20, 2:21 raining [1] - 6:3 raise [1] - 39:16 ran [1] - 19:7 rate [4] - 29:6, 31:7, 32:1, 32:22 rates [1] - 47:20 rather [1] - 10:9 ratifying [2] - 27:7, 36:20 re [1] - 43:2 re-submitted [1] - 43:2 reached [1] - 11:17 reaction [1] - 10:22 Read [1] - 2:11 read [1] - 18:16 real [1] - 22:10 really [6] - 14:23, 21:10, 22:10, 23:6, 24:20, 24:23 reason [2] - 18:14, 20:5 reasonable [1] - 17:2 rebuttal [2] - 10:25, 11:2 received [2] - 3:9,		

<p>20:15 Rink [2] - 43:20, 44:13 rink [1] - 30:19 rise [1] - 16:2 Road [2] - 33:20, 37:15 Robert [1] - 3:15 ROBERTS [57] - 1:16, 4:19, 5:14, 5:19, 6:7, 17:12, 17:14, 17:21, 24:25, 26:10, 26:16, 26:25, 27:19, 28:13, 29:12, 29:16, 29:22, 30:7, 30:24, 31:18, 32:10, 32:14, 32:20, 33:10, 34:4, 34:23, 35:13, 35:17, 35:23, 36:8, 37:4, 37:21, 38:9, 38:13, 38:19, 39:6, 39:25, 40:22, 41:10, 41:14, 41:20, 42:12, 43:10, 44:3, 44:17, 44:21, 45:2, 45:13, 46:4, 46:20, 47:7, 47:11, 47:17, 48:5, 49:2, 49:21, 50:22 ROBINS [62] - 1:17, 4:20, 9:12, 9:15, 9:25, 10:2, 10:4, 10:6, 25:8, 25:17, 25:22, 25:25, 26:2, 26:11, 26:21, 27:1, 27:6, 27:20, 28:14, 29:17, 30:3, 30:8, 30:13, 30:25, 31:19, 32:15, 33:6, 33:11, 33:16, 34:5, 34:24, 35:18, 36:4, 36:9, 36:14, 37:5, 37:22, 38:14, 39:2, 39:7, 39:12, 40:1, 40:23, 41:15, 42:8, 42:13, 42:18, 43:11, 44:4, 44:22, 45:9, 45:14, 45:19, 46:5, 46:21, 47:12, 48:1, 48:6, 48:11, 49:3, 49:22, 50:23 roof [2] - 48:13, 48:21 room [1] - 29:5 roundly [1] - 19:5 run [1] - 21:1</p>	<p style="text-align: center;">S</p> <p>Safe [1] - 17:3 safety [1] - 12:24 SALADINO [28] - 5:18, 5:22, 6:1, 6:8, 6:13, 6:18, 7:7, 7:16, 7:23, 8:7, 8:21, 9:24, 10:1, 10:3, 10:17, 12:3, 13:2, 14:14, 14:17, 16:8, 16:13, 16:16, 16:22, 17:1, 17:6, 17:19, 17:25, 18:5 Saladino [1] - 5:22 Salaries [3] - 31:10, 32:5, 33:1 sat [1] - 19:3 Saturday [3] - 2:21, 25:11, 25:21 saw [2] - 22:8, 24:6 scant [1] - 23:6 Schedule [1] - 40:9 schedule [1] - 47:20 scheduled [2] - 2:16, 2:18 scrutiny [1] - 7:9 second [34] - 4:15, 26:6, 26:21, 27:15, 28:9, 29:12, 30:3, 30:20, 31:14, 32:10, 33:6, 33:25, 34:19, 35:13, 36:4, 36:25, 37:17, 38:9, 39:2, 39:21, 40:18, 41:10, 42:8, 43:6, 43:24, 44:17, 45:9, 45:25, 46:16, 47:7, 48:1, 48:23, 49:17, 50:18 secondly [1] - 17:16 Section [4] - 31:10, 32:6, 33:1, 40:9 see [16] - 5:23, 6:9, 8:25, 9:1, 9:10, 10:17, 10:18, 10:19, 11:13, 12:7, 15:17, 17:25, 18:1, 22:23, 51:4 seeing [1] - 10:10 seem [1] - 11:7 send [5] - 3:11, 50:3, 50:8, 50:9, 50:13 SEQRA [4] - 40:7, 40:17, 41:21, 42:6</p>	<p>series [2] - 36:18, 36:22 Service [2] - 39:14, 39:17 service [1] - 39:17 services [1] - 30:1 Session [2] - 5:24, 27:9 session [1] - 11:22 SESSION [1] - 1:4 sessions [1] - 28:24 set [2] - 30:17, 52:17 seven [1] - 17:7 Sexual [2] - 27:12, 27:13 shake [1] - 18:2 share [2] - 6:18, 16:5 shoreline [2] - 42:22, 42:24 show [1] - 6:3 side [5] - 17:17, 36:19, 37:14, 38:6, 41:7 sign [4] - 39:19, 43:21, 44:14, 48:19 significance [1] - 24:7 significant [5] - 23:22, 25:14, 40:15, 42:3, 42:4 Silence [1] - 2:13 silence [1] - 2:6 simply [1] - 20:18 site [7] - 7:13, 12:14, 13:12, 14:10, 15:10, 16:1, 30:1 sitting [3] - 8:11, 14:3, 19:23 situation [2] - 20:1, 50:11 six [2] - 6:15, 24:5 Sixth [1] - 5:22 skating [1] - 30:19 small [1] - 24:23 snow [1] - 47:4 solicitation [9] - 36:20, 45:3, 45:7, 45:20, 45:24, 46:11, 46:14, 47:2, 47:18 solid [2] - 37:14, 38:6 solid-side [2] - 37:14, 38:6 someone [3] - 12:15, 12:17, 14:7 sometimes [3] - 10:8,</p>	<p>12:6, 12:11 soon [2] - 18:15, 24:6 sorry [1] - 7:8 sound [1] - 20:16 south [1] - 41:7 Southold [1] - 17:16 specific [2] - 12:22, 35:7 Squadron [1] - 38:22 SS [1] - 52:4 staff [2] - 7:22, 8:2 stake [1] - 36:19 stake-side [1] - 36:19 stand [1] - 19:3 standard [2] - 5:3, 29:8 standing [2] - 2:5, 2:12 Stanilaus [1] - 2:10 start [3] - 20:23, 20:24, 25:9 starts [1] - 20:4 State [2] - 3:11, 52:8 STATE [2] - 1:1, 52:3 States [1] - 38:22 station [2] - 21:5, 21:25 Station [2] - 48:13, 48:21 status [2] - 40:11, 41:24 staying [1] - 5:18 Stirling [4] - 3:15, 3:25, 16:8, 17:20 stood [1] - 2:4 straightforward [2] - 4:3, 4:8 streamline [1] - 7:1 streamlines [1] - 10:18 Street [6] - 1:7, 3:10, 5:22, 18:10, 23:19, 41:8 studies [1] - 22:8 study [3] - 22:9, 32:24 stuff [5] - 7:5, 8:24, 12:12, 23:4 stupid [1] - 22:15 submission [1] - 11:21 submitted [6] - 3:14, 29:24, 38:21, 41:23, 42:20, 43:2</p>	<p>substantial [1] - 32:3 SUFFOLK [2] - 1:1, 52:5 Suffolk [1] - 36:2 suggested [2] - 16:15, 16:20 suggesting [1] - 14:19 suggestions [1] - 7:14 Summary [2] - 39:15, 49:10 summer [1] - 20:8 Sunday [2] - 2:21, 25:21 Supply [1] - 28:4 surprise [1] - 8:14 surprises [2] - 8:20, 11:24 SYLVIA [1] - 1:20</p> <p style="text-align: center;">T</p> <p>table [1] - 14:4 task [1] - 15:16 taxes [2] - 21:17, 23:10 taxpayers [2] - 17:10, 17:24 ten [1] - 16:24 term [1] - 43:4 terminus [1] - 21:24 Terry [2] - 23:25, 24:4 THAT [1] - 52:10 there'll [2] - 17:22, 17:23 they've [1] - 25:23 Third [1] - 1:7 thirty [2] - 32:25, 39:17 three [2] - 17:8, 32:25 throughout [3] - 45:5, 45:22, 46:13 top [1] - 16:2 topic [1] - 5:13 Torrent [2] - 24:13, 24:15 total [1] - 49:11 Tower [2] - 37:12, 38:4 town [1] - 21:24 Town [1] - 17:16 Townsend [1] - 17:7 Traffic [2] - 40:9, 41:6 traffic [3] - 15:10,</p>
--	---	---	--	---

<p>18:17, 21:7 train [13] - 18:22, 18:24, 19:9, 19:11, 19:13, 19:24, 19:25, 20:6, 20:13, 20:20, 21:25, 22:6, 22:11 trained [1] - 15:10 Training [2] - 28:22, 28:23 training [1] - 29:5 Training [1] - 29:11 trains [3] - 19:21, 22:16 transcription [1] - 52:11 transfers [1] - 49:15 transportation [1] - 29:8 Travel [1] - 29:9 Treasurer [4] - 26:19, 33:17, 34:11, 35:5 truck [6] - 28:2, 33:20, 34:14, 37:15, 38:7, 47:3 trucks [2] - 36:18, 36:22 true [2] - 22:10, 52:11 Trust [2] - 41:24, 42:21 TRUSTEE [229] - 1:15, 1:16, 1:17, 4:15, 4:17, 4:18, 4:19, 4:20, 5:14, 5:19, 6:7, 6:12, 6:14, 6:16, 9:12, 9:13, 9:15, 9:25, 10:2, 10:4, 10:6, 12:25, 13:3, 14:16, 17:12, 17:14, 17:21, 24:25, 25:8, 25:17, 25:22, 25:25, 26:2, 26:6, 26:8, 26:9, 26:10, 26:11, 26:16, 26:21, 26:23, 26:24, 26:25, 27:1, 27:6, 27:15, 27:17, 27:18, 27:19, 27:20, 27:25, 28:9, 28:11, 28:12, 28:13, 28:14, 28:19, 29:12, 29:14, 29:15, 29:16, 29:17, 29:22, 30:3, 30:5, 30:6, 30:7, 30:8, 30:13, 30:20, 30:22,</p>	<p>30:23, 30:24, 30:25, 31:5, 31:14, 31:16, 31:17, 31:18, 31:19, 31:24, 32:10, 32:12, 32:13, 32:14, 32:15, 32:20, 33:6, 33:8, 33:9, 33:10, 33:11, 33:16, 33:25, 34:2, 34:3, 34:4, 34:5, 34:10, 34:19, 34:21, 34:22, 34:23, 34:24, 35:4, 35:13, 35:15, 35:16, 35:17, 35:18, 35:23, 36:4, 36:6, 36:7, 36:8, 36:9, 36:14, 36:25, 37:2, 37:3, 37:4, 37:5, 37:10, 37:17, 37:19, 37:20, 37:21, 37:22, 38:2, 38:9, 38:11, 38:12, 38:13, 38:14, 38:19, 39:2, 39:4, 39:5, 39:6, 39:7, 39:12, 39:21, 39:23, 39:24, 39:25, 40:1, 40:6, 40:18, 40:20, 40:21, 40:22, 40:23, 41:3, 41:10, 41:12, 41:13, 41:14, 41:15, 41:20, 42:8, 42:10, 42:11, 42:12, 42:13, 42:18, 43:6, 43:8, 43:9, 43:10, 43:11, 43:16, 43:24, 44:1, 44:2, 44:3, 44:4, 44:9, 44:17, 44:19, 44:20, 44:21, 44:22, 45:2, 45:9, 45:11, 45:12, 45:13, 45:14, 45:19, 45:25, 46:2, 46:3, 46:4, 46:5, 46:10, 46:16, 46:18, 46:19, 46:20, 46:21, 47:1, 47:7, 47:9, 47:10, 47:11, 47:12, 47:17, 48:1, 48:3, 48:4, 48:5, 48:6, 48:11, 48:23, 48:25, 49:1, 49:2, 49:3, 49:8, 49:17, 49:19, 49:20, 49:21, 49:22, 50:18, 50:20, 50:21, 50:22, 50:23 Trustees [6] - 23:20,</p>	<p>26:20, 27:9, 33:23, 34:18, 35:12 TRUSTEES [1] - 1:3 try [2] - 12:2, 13:24 trying [2] - 8:16, 11:19 turn [1] - 20:4 two [7] - 20:22, 36:17, 36:21, 43:1, 43:4, 47:22 two-year [2] - 43:1, 43:4 type [1] - 18:16</p> <p style="text-align: center;">U</p> <p>under [1] - 22:25 undertook [1] - 16:10 unit [1] - 47:19 United [1] - 38:22 unleaded [1] - 45:4 Unlisted [2] - 40:13, 42:1 unnecessary [5] - 18:21, 19:10, 21:9, 21:21, 23:2 unreasonable [1] - 17:9 up [14] - 5:12, 6:4, 6:7, 8:13, 8:15, 9:3, 11:20, 15:16, 20:23, 20:25, 21:1, 22:4, 22:14, 30:17 upland [1] - 42:24 urban [3] - 12:16, 12:19, 15:3 Urban [1] - 36:2</p> <p style="text-align: center;">V</p> <p>values [1] - 15:11 various [3] - 45:5, 45:22, 46:12 Vehicles [2] - 40:9, 41:5 venue [1] - 15:4 versus [1] - 17:24 vetted [2] - 14:21, 15:13 view [1] - 14:11 views [1] - 13:8 VII [3] - 31:9, 32:5, 33:1 Village [44] - 7:3, 11:3,</p>	<p>12:4, 13:13, 14:6, 17:19, 19:7, 20:12, 20:17, 21:4, 21:12, 22:4, 22:21, 22:24, 26:18, 26:19, 27:8, 27:13, 28:2, 29:9, 30:1, 30:15, 30:18, 31:12, 32:8, 33:4, 35:8, 36:1, 39:13, 40:10, 41:5, 43:18, 43:19, 43:22, 44:11, 44:12, 44:15, 45:6, 45:22, 46:13, 47:4, 48:19 VILLAGE [4] - 1:1, 1:19, 1:20, 1:21 village [3] - 2:23, 19:11, 21:15 Village-owned [1] - 35:8 Villagers [2] - 21:22, 22:14 virtue [1] - 32:4 vision [4] - 12:10, 12:11, 12:22, 15:19 vote [2] - 5:1, 5:4 Voucher [1] - 49:9</p> <p style="text-align: center;">W</p> <p>wage [3] - 31:7, 32:1, 32:22 wager [1] - 20:22 waiting [1] - 16:10 walk [1] - 6:1 walk-off [1] - 6:1 Warden [1] - 24:10 warm [1] - 20:7 wearing [1] - 24:6 weather [2] - 25:17, 51:4 welfare [1] - 12:23 wet [1] - 51:3 Wetlands [5] - 3:14, 41:22, 41:25, 42:2, 42:19 WHEREOF [1] - 52:17 whistle [2] - 19:14, 19:15 whole [2] - 15:4 wide [1] - 41:9 wife [1] - 18:15 William [1] - 2:11</p>	<p>winter [1] - 20:7 wire [1] - 49:14 wish [4] - 3:18, 18:8, 23:17, 25:4 WITNESS [1] - 52:17 word [1] - 7:8 words [1] - 9:19 worker [2] - 47:21 workers [2] - 47:22 Workplace [1] - 27:12 works [1] - 11:13 worry [1] - 21:6 wrote [1] - 19:17</p> <p style="text-align: center;">X</p> <p>XII [1] - 40:9</p> <p style="text-align: center;">Y</p> <p>year [4] - 9:23, 19:6, 43:1, 43:4 Years [1] - 3:1 years [8] - 4:2, 10:15, 16:19, 16:24, 19:3, 24:5, 39:18 YORK [2] - 1:1, 52:3 York [2] - 1:8, 52:9 Yup [1] - 24:11 yup [1] - 23:16</p> <p style="text-align: center;">Z</p> <p>ZBA [1] - 9:23 zone [1] - 41:6 Zones [1] - 40:10 Zoning [2] - 14:9, 14:22 zoning [2] - 12:9, 14:23</p>
---	--	---	---	---

POLICY AGAINST WORKPLACE SEXUAL HARASSMENT

Introduction

The Village of Greenport is committed to maintaining a workplace that is free from sexual harassment. Sexual harassment is a form of workplace discrimination and will not be tolerated. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Village's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees, applicants for employment, interns, non-employees (as defined below) and other persons conducting business with the Village have a legal right to a workplace that is free from sexual harassment.

The Village is equally committed to maintaining a workplace that is free from discrimination and other types of prohibited harassment. For more information, please see the Village's "Equal Employment Opportunity and Anti-Harassment Policy."

Policy

This Policy applies to all employees, applicants for employment, interns, non-employees (see definition below), and other persons conducting business with the Village, regardless of immigration status ("covered individuals"), with respect to conduct by other persons.

For purposes of this Policy, a "non-employee" is an independent contractor, agent or someone who is (or who is employed by) a contractor, subcontractor, vendor, consultant or anyone providing services in the workplace. Non-employees also include volunteers, temporary workers, persons providing equipment repair, cleaning services or any other service pursuant to a contract, or other relationship with the Village.

All covered individuals must follow and uphold this Policy.

Sexual harassment is a form of misconduct and will not be tolerated. Sexual harassment is offensive, a violation of the Village's policies, unlawful, and may subject the Village to liability for harm to targets of sexual harassment. Sexual harassers may also be individually subject to liability.

Following receipt of a complaint about sexual harassment or of knowledge regarding possible sexual harassment that is occurring or has occurred, the Village will conduct a prompt, thorough and confidential investigation that ensures due process for all parties. Appropriate corrective action, subject to any statutory or contractual limitations, will be taken whenever sexual harassment is found to have occurred.

What is “Sexual Harassment?”

Sexual harassment is a form of sex discrimination and is unlawful pursuant to federal, State and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct that is of a sexual nature or that is directed at an individual because of his/her sex, sexual orientation, gender identity or transgender status when:

- the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- the conduct is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of the conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence that are of a sexual nature, or that are directed at an individual because of his/her sex, sexual orientation, gender identity or transgender status. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation or that interfere with his/her job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. Job benefits may include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “*quid pro quo*” harassment.

Any covered individual who believes that he/she is being or has been sexually harassed should report the sexual harassment so that any violation of this Policy can be promptly corrected. Any sexually harassing conduct, even a single incident, can be addressed pursuant to this Policy.

Examples of Sexual Harassment

The following describes some of the types of acts that are strictly prohibited and that may constitute unlawful sexual harassment:

- Physical acts of a sexual nature including:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions including:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience that creates a hostile work environment.
- Sex stereotyping which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace including:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes displays on workplace computers, cell phones or other electronic devices and sharing these displays while in the workplace.
- Hostile actions taken against an individual because of his/her sex, sexual orientation, gender identity or transgender status, including:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the person's ability to perform the job;
 - Sabotaging a person's work; and
 - Bullying, yelling or name-calling.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between or among any individuals, regardless of their sex or gender. New York Law protects covered individuals from sexual harassment. Sexual harassers can be a superior, a subordinate, a co-worker or anyone in the workplace including another covered individual or any other person, including a visitor.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can also occur outside of the workplace while covered individuals are traveling for work or at employer-sponsored events, programs, activities or parties. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment even if they occur away from the workplace premises, on personal devices or outside of work hours.

Retaliation is Prohibited

Retaliation against anyone who, in good faith, complains, provides information or assists in an investigation of suspected sexual harassment as a witness or otherwise will not be tolerated.

No covered individual will be subject to adverse action(s) (*e.g.*, being discharged, disciplined, discriminated against; *etc.*) because that person, in good faith, reports an incident of sexual harassment, provides information, or otherwise participates in any investigation of a sexual harassment complaint.

Appropriate corrective action, subject to any statutory or contractual limitations, including, but not limited to, disciplinary action, termination of employment and/or termination of any contractual or other relationship with the Village will be implemented.

Unlawful retaliation can be any action that could discourage a covered individual from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (*e.g.*, threats of physical violence outside of work hours).

Retaliation is unlawful pursuant to federal, State and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has, in good faith:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment pursuant to the Human Rights Law or other anti-discrimination law;

- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report sexual harassment.

Even if the alleged sexual harassment does not rise to the level of a violation of law, the individual is protected from retaliation if he/she had a good faith belief that the practices were unlawful. The retaliation provision is not intended, however, to protect persons making intentionally false charges of sexual harassment.

Any covered individual who believes that he/she has been a target of any acts of retaliation in violation of this Policy should immediately report that conduct to the Village Clerk. If the complaint involves or the individual is hesitant to report to the Village Clerk, the individual should report the conduct to the Village Administrator. If the complaint involves or the individual is hesitant to report to the Village Administrator, the individual is encouraged to report the behavior to the Mayor.

Contact information for these individuals can be found on the Village's website at: <http://villageofgreenport.org>.

Anyone who believes that he/she has been a target of prohibited retaliation may seek legal remedies, as explained below in the section on "Legal Protections."

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Village cannot prevent or remedy sexual harassment unless we know about it.

All covered individuals are encouraged to report any behavior that may constitute sexual harassment in violation of this Policy to the Village Clerk. If the complaint involves or the individual is hesitant to report to the Village Clerk, the behavior should be reported to the Village Administrator. If the complaint involves or the individual is hesitant to report to the Village Administrator, the individual is encouraged to report the behavior to the Mayor.

Contact information for these individuals can be found on the Village's website at: <http://villageofgreenport.org>.

Anyone who witnesses or becomes aware of a potential instance of sexual harassment should also report this behavior to one of the above individuals.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is attached to this Policy, and all covered individuals are encouraged to use this complaint form. If a covered individual reports sexual harassment on behalf of someone else,

he/she should use the written complaint form and note that he/she is submitting the complaint on someone else's behalf.

Anyone who believes that he/she has been a target of prohibited sexual harassment may seek legal remedies, as explained below in the section on "Legal Protections."

Supervisory Responsibilities

Any supervisor or manager who receives a complaint or information about suspected sexual harassment, observes what may be sexually harassing behavior or for any reason becomes aware of or suspects that sexual harassment is occurring or has occurred, is **required** to report that suspected sexual harassment to the Village Clerk, irrespective of whether the affected individual files a complaint. If the complaint or information involves the Village Clerk, the supervisor/manager must report the suspected sexual harassment to the Village Administrator. If the complaint or information involves the Village Administrator, the supervisor/manager must report the suspected sexual harassment to the Mayor.

Contact information for these individuals can be found on the Village's website at: <http://villageofgreenport.org>.

In addition to potentially being subject to appropriate corrective action, subject to any statutory or contractual limitations, if they engage in sexually harassing conduct or retaliation themselves, supervisors and managers will be subject to appropriate corrective action, subject to any statutory or contractual limitations, for failing to report suspected sexual harassment or for otherwise knowingly allowing sexual harassment to continue. Corrective action includes, but is not limited to, disciplinary action or termination of employment.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in oral or written form. An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. All persons involved, including complainants, witnesses and alleged sexual harassers will be afforded due process, as outlined below, to protect their rights to a fair and impartial investigation.

All covered individuals, including supervisors and managers, may be required to cooperate as needed in an investigation of suspected sexual harassment to the extent permitted by law. Anyone who participates in an investigation will not be retaliated against for that reason. The Village will not tolerate retaliation against anyone who files a complaint, supports another's complaint or participates in an investigation regarding a violation of this Policy.

While the process may vary from case to case, the following investigation procedure must be followed when there is any indication that sexual harassment has taken, or is taking, place:

- The Village Administrator, Village Mayor, or designee, will investigate all complaints of sexual harassment, except as otherwise outlined herein. Third parties may be designated to investigate a complaint or assist with any investigation.
- Upon receipt of a complaint or report of suspected sexual harassment, the Village Administrator, Village Mayor, or designee, will conduct an immediate review of the allegations. If the complaint is oral, the Village Administrator, Village Mayor, or designee, will encourage the complainant or informant to complete the written complaint form, a copy of which is attached to this Policy. If he or she refuses, the Village Administrator, Village Mayor, or designee, will prepare a complaint form based on the oral reporting.
- If documents, emails, phone records or other paper or electronic records are relevant to the allegations, the Village will take steps to obtain and preserve them.
- The Village Administrator, Village Mayor, or designee, will request and review all relevant documents, including all electronic communications.
- The Village Administrator, Village Mayor, or designee, will interview all parties involved, including any relevant witnesses.
- All records of the investigation will be maintained in a secure and confidential location.
- The Village Administrator, Village Mayor, or designee, will notify the individual who complained and the alleged perpetrator of the outcome of the investigation.
- The Village Administrator, Village Mayor, or designee, will inform the individual who complained of his/her right to file a complaint or charge externally, as outlined below.

Corrective Action

Any person, including covered individuals of every level who, upon an investigation in accordance with this Policy, is determined to have engaged in impermissible sexual harassment or retaliation in violation of this Policy, will be subject to appropriate corrective action, subject to any statutory or contractual limitations, including, but not limited to, disciplinary action (*e.g.*, suspension or termination of employment).

If the sexual harassment involves a non-employee or other individual, then other consequences may be implemented up to and including termination of any contractual or other relationship between the Village and the non-employee or other individual.

Confidentiality

The confidentiality and privacy of all parties involved in a complaint, report or investigation of suspected sexual harassment or retaliation in accordance with this Policy will be

respected to the extent possible while permitting the Village to conduct a thorough investigation of the complaint or report and take appropriate corrective action as necessary.

Bad Faith Claims

If, after investigating a complaint of sexual harassment, it is determined that a person has made a claim of sexual harassment or retaliation in bad faith, or intentionally provided false information regarding a claim of sexual harassment or retaliation, legal action and/or appropriate corrective action including, but not limited to, disciplinary action, termination of employment and/or termination of any contractual or other relationship with the Village may be taken against that person, subject to any statutory or contractual limitations.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Village, but it is also prohibited by State, federal and (where applicable) local law. Aside from the internal process at the Village, covered individuals may also choose to pursue legal remedies including, for example, in court and/or with the below governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

New York State Human Rights Law (HRL)

The HRL, codified as N.Y. Executive Law, Art. 15, § 290 *et seq.*, applies to employers in New York State with regard to sexual harassment and protects employees, paid and unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court. Complaints with the DHR may be filed any time within one year of the harassment. If an individual did not file at the DHR, they can sue directly in State court pursuant to the HRL within three years of the alleged harassment. An individual may not file with the DHR if they have already filed a HRL complaint in State court.

Complaining internally to the Village does not extend your time to file with the DHR or in court. The one-year and three-year time periods outlined above are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with the DHR, and there is no cost to file. The DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, the DHR has the authority to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorneys' fees and civil fines.

The DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. The contact information for DHR's Suffolk County Office is: State Office Building, 250 Veterans Memorial Highway,

Suite 2B-49, Hauppauge, New York 11788, (631) 952-6434, www.dhr.ny.gov. Individuals can contact the DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to the DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. You do not need an attorney to file a complaint with the EEOC and there is no cost to file. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with the DHR, the DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live or work to find out if one or more of these laws exist.

For example, anyone who lives or works in Suffolk County may file complaints of sexual harassment with the Suffolk County Human Rights Commission at: H. Lee Dennison Building, 100 Veterans Memorial Hwy, Third Floor, Hauppauge, NY 11788, (631) 853-5480.

Contact the Police Department

If the sexual harassment involves physical touching, coerced physical confinement or coerced sexual acts, the conduct may constitute a crime and affected individuals should contact the police department.

Dissemination and Training

This Policy should be posted prominently in all work locations to the extent practicable (for example, in a main office, but not an off-site work location). The Village will provide this Policy to all employees and will provide this Policy to new employees upon hire.

All employees will receive sexual harassment prevention training at least annually.

We trust that everyone will continue to act responsibly to establish a working environment free of sexual harassment. We encourage you at any time to raise any questions you may have about this Policy.

SEXUAL HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Village Clerk. If your complaint involves or you are hesitant to submit this form to the Village Clerk, you should submit the form to the Village Administrator. If your complaint involves or you are hesitant to submit this form to the Village Administrator, you should submit this form to the Mayor. Contact information for these individuals can be found on the Village's website at: <http://villageofgreenport.org>. This form can be submitted by: hand delivery, regular mail or e-mail. Retaliation against anyone who, in good faith, files a sexual harassment complaint form is prohibited. If you are more comfortable reporting orally or in another manner, the Village will complete this form, provide you with a copy of it and follow its Policy Against Workplace Sexual Harassment by investigating the claims.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name: _____
Work Address: _____
Work Phone: _____
Job Title: _____ Email: _____
Select Preferred Communication Method: Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name: _____
Title: _____
Work Phone: _____ Work Address: _____

COMPLAINT INFORMATION

1. The complaint of Sexual Harassment is made about:

Name: _____ Title: _____
Work Address: _____ Work Phone: _____

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred: _____

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

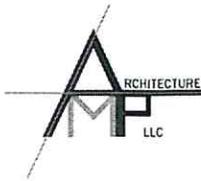
The last question is optional, but may help the investigation.

5. Have you previously complained or provided information (oral or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you retained legal counsel and would like us to work with them, please provide their contact information. _____

I hereby affirm that the information contained in this complaint is true and correct to the best of my knowledge, information and belief.

Signature: _____ Date: _____



Operating Business Address: 15400 Main Road. Mattituck, NY 11952

Brooklyn Office: 254 36th Street, Building C 256-257. Brooklyn, NY 11232

Mattituck Office: 15400 Main Road. Mattituck, NY 11952

Business Phone: (516) 214-0160 Anthony Portillo: (716) 572-4741

October 26, 2018

Attention: Paul Pallas

AMP Architecture appreciates the opportunity to provide hourly rates to the Village of Greenport to assist with Planning Board Review. Below please find a chart of hourly wages for AMP Architecture personnel that will be assisting with the review process.

AMP Architecture plans to utilize intermediate architects for preliminary review and final review will be completed the Registered Architect. Minor administration requirements are necessary. These duties will amount to filing, document preparation, correspondence, and project tracking.

Title	Rate (hr.)
Architect, RA	\$115.00
Intermediate Architect	\$85.00
Administrator	\$50.00

Thank you for your time to review this proposal. Please feel free to contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Anthony Portillo', written over a horizontal line.

Anthony Portillo, RA

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 4012 Trans Date: 11/07/2018 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 11/07/2018
Description: TO APPROPRIATE RESERVES FOR THE PURCHASE OF A NEW LANDSCAPE
BODY TRUCK FOR THE ROAD DEPARTMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	52,000.00
A.8843.900	TRANSFER TO CAPITAL..	52,000.00
H.2816.500	TRANSFER FROM GENERAL..	52,000.00
H.5110.201	ROAD DEPT VEHICLES..	52,000.00
Total Amount:		208,000.00

**VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM**

PLAN DOCUMENT

(Amended & Restated Effective 1/1/2019)

Prepared by
PENFLEX, INC.
October 2018

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

TABLE OF CONTENTS

1.	Purpose.....	1
2.	Type of Program	1
3.	Program Sponsor	1
4.	Program Administrator.....	1
5.	Effective Date	1
6.	Program Year.....	1
7.	Eligibility to Participate in the Service Award Program	1
8.	When An Eligible Firefighter Shall Become a Participant	1
9.	Waiver of Participation in the Service Award Program	1
10.	Entitlement Age.....	2
11.	Monthly Service Award.....	2
12.	Accrued Monthly Service Award	2
13.	Service Credit.....	2
14.	Maximum Years of Service Credit.....	3
15.	Vesting of Accrued Monthly Service Award	3
16.	When Accrued Monthly Service Award and Service Credit Shall Be Forfeited	4
17.	Total and Permanent Disability.....	4
18.	Pre-Entitlement Age Participant Death Benefit.....	5
19.	Benefit Commencement Date at Entitlement Age	5
20.	Form of Payment of Accrued Monthly Service Award at Entitlement Age.....	5
21.	Form of Payment & Commencement of Payment of Monthly Service Awards Earned After Entitlement Age.....	5
22.	Post-Entitlement Age Death Benefit.....	5
23.	Program Costs.....	6
24.	Calculation of Annual Program Cost.....	6
25.	Investment of Service Award Program Funds.....	6
26.	Service Award Program Administration.....	6
27.	Amendment of Service Award Program.....	6
28.	Termination of the Service Award Program.....	7
29.	Compliance With Laws	7
	EXECUTION	8

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Village of Greenport adopted a volunteer firefighter “Service Award Program” for active volunteer firefighter members of the Village of Greenport Fire Department. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written “Plan Document”. This document is the Village of Greenport Service Award Program Plan Document (the “Plan Document”) reflecting the program provisions as of January 1, 2019. When adopted by the Village Board of Trustees of the Village of Greenport, it shall replace any and all other documents previously adopted by the Village Board of Trustees, which could be considered to be written Plan Documents, and it shall be the Plan Document.
2. **Type of Program:** Defined Benefit Plan.
3. **Program Sponsor:** Village of Greenport.
4. **Program Administrator:** Village Board of Trustees of the Village of Greenport (the “Board”).
5. **Effective Date:** January 1, 1994.
6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.
7. **Eligibility to Participate in the Service Award Program:** Any person who is an active volunteer firefighter member of the Village of Greenport Fire Department (i.e., “Active Member” as defined under the by-laws of the Village of Greenport Fire Department) shall be eligible to become a Participant in the Service Award Program (herein referred to as an “Eligible Firefighter”).
8. **When An Eligible Firefighter Shall Become a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year during which he/she first meets the following requirements:
 - a. Is at least 18 years old by the end of the Program Year; and,
 - b. Earns Service Credit in such Program Year beginning on or after the Effective Date in accordance with #13a.
9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his/her right to be enrolled in the Village of Greenport Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #16) any and all

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

Service Credit (see #13) and Accrued Monthly Service Award (see #12) earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 65 or the Eligible Firefighter's age on date he or she becomes a Participant (i.e., earns a year of Service Credit in accordance with #13a).
11. **Monthly Service Award:** \$20 for each year of Service Credit earned.
12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award is equal to the sum of all Monthly Service Awards earned by the Participant and shall commence to be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with #19 and #20. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with #13e and #21.
13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Village of Greenport Service Award Program Point System (i.e. the "Point System"), which is a separate document. In addition, points may be awarded for Military Leave (see #13c) and Line of Duty Disability (see #13d). Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.
 - a. **Service Credit On or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date, an Eligible Firefighter must earn 50 or more points during the Program Year.
 - b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the Village of Greenport Fire Department prior to the Effective Date, an individual must:
 - i. be an Eligible Firefighter on January 1, 1994, and
 - ii. earn a year of Service Credit under the Point System during the Program Year beginning January 1, 1994.

For each Program Year beginning prior to the Effective Date during which a qualified Participant was at least 18 years old, a year of Service Credit shall be earned for each such Program Year during which, based on review of the available Fire Department records, such Eligible Firefighter would have earned 50 points under the Point System, up to a maximum of five (5) years of Service Credit.

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

- c. **Service Credit for Military Leave:** A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four (4) years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be credited with a year of Service Credit under the Point System (i.e., 50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be awarded pro-rated points (i.e., 4.167 points per month).
 - d. **Service Credit for Line of Duty Disability Provision:** In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the Eligible Firefighter shall receive five (5) points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.
 - e. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age and who have commenced payment of their Accrued Monthly Service Award have the opportunity to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. The Monthly Service Award earned for each year of Service Credit earned during or after the Program Year a Participant attains the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award.
14. **Maximum Years of Service Credit:** Effective January 1, 2019, the maximum number of years of Service Credit that can be earned by any Participant is forty (40) years. Prior to January 1, 2019, but on or after January 1, 2009, the maximum was 30 years. Prior to January 1, 2009, the maximum was 20 years.
15. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award is 100% vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:
- a. Earns and does not forfeit five years of Service Credit; or,
 - b. Attains the Entitlement Age while an Eligible Firefighter; or,
 - c. Is awarded a finding of Total and Permanent Disability by the Board; or,
 - d. Dies while an Eligible Firefighter.

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

16. **When Accrued Monthly Service Award and Service Credit Shall Be Forfeited:**
Forfeiture shall occur after one of the following conditions is met:
- a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases to be an Eligible Firefighter.
 - b. For Eligible Firefighters who became Participants on or after January 1, 1999, the earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the second (2) consecutive year during which the Eligible Firefighter fails to earn a year of Service Credit.
 - c. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit any and all rights he or she may have had to past or future benefits pursuant to a Service Award Program.
 - d. An Eligible Firefighter waives his/her right to be enrolled in the Village of Greenport Service Award Program (see #9).
17. **Total and Permanent Disability:**
- a. **Definition of Total and Permanent Disability:** A Participant shall be awarded a Total and Permanent Disability by the Board only if such Participant's application is received by the Board before the Participant's Benefit Commencement Date (see #19) for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board.

A Participant shall not be deemed to be totally and permanently disabled for purposes of this provision if such Participant has been performing active volunteer firefighter services notwithstanding the existence of the disability that otherwise satisfies this definition of Total and Permanent Disability. In such a case, the Participant shall not be eligible for the benefits provided in this provision #17a until such Participant ceases to be an Eligible Firefighter.
 - b. **Pre-Entitlement Age Total and Permanent Disability Benefit:** If a Participant is awarded a Total and Permanent Disability by the Board in accordance with #17a above, the Participant shall be eligible to commence receiving his/her Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board, in accordance with #19 and #20, as if the Participant had attained the Entitlement Age.

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

A Participant who is awarded a Total and Permanent Disability Benefit shall not be eligible to earn additional years of Service Credit under this Service Award Program.

18. **Pre-Entitlement Age Participant Death Benefit:** If a Participant dies before attaining the Entitlement Age and before the Participant's Benefit Commencement Date (see #19), a lump-sum payment shall be paid to the Participant's designated beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date of death. If the Participant was an Eligible Firefighter at the time of death, the lump sum paid shall be a minimum of \$10,000. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.
19. **Benefit Commencement Date at Entitlement Age:** The Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment shall commence effective on the Benefit Commencement Date and shall be equal to the Accrued Monthly Service Award calculated as of the last day of the Program Year immediately preceding the Benefit Commencement Date.
20. **Form of Payment of Accrued Monthly Service Award at Entitlement Age:** A Participant's Accrued Monthly Service Award shall commence on the Participant's Benefit Commencement Date and shall be paid on the first day of every month for the lifetime of the Participant or for ten (10) years (i.e., 120 payments), whichever is greater.
21. **Form of Payment & Commencement of Payment of Monthly Service Awards Earned After Entitlement Age:** For each year of Service Credit earned during or after the Program Year in which the Participant attained the Entitlement Age, an additional Monthly Service Award is earned. The form of payment shall be a lifetime monthly payment effective the January 1 immediately following the Program Year in which the Service Credit was earned. Such additional monthly payment shall be included as part of any remaining portion of the 120 guaranteed monthly payments from the Benefit Commencement Date.
22. **Post-Entitlement Age Death Benefit:** If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, the monthly payments being made to the Participant (equal to the current Accrued Monthly Service Award) as of the date of death shall continue to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) until 120 payments have been paid altogether between the

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). If a Participant dies after having already been paid 120 payments, there is no death benefit payable. The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted present value of the payments owed in lieu of being paid monthly. For the purposes of determining such discounted present value, the interest rate used shall be the same as that used to determine the annual cost of the Service Award Program.

23. **Program Costs:** The administration costs of operating the Village of Greenport Service Award Program shall be paid from the Village of Greenport's general operating fund. The Village of Greenport shall contribute to the Village of Greenport Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.
24. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.
25. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the trust fund assets.
26. **Service Award Program Administration:** The Village of Greenport Service Award Program shall be administered by the Village of Greenport in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.
27. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Village of Greenport Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Village of Greenport Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

VILLAGE OF GREENPORT SERVICE AWARD PROGRAM PLAN DOCUMENT

28. **Termination of the Service Award Program:** The Board may terminate the Village of Greenport Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Village of Greenport. In the event that the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Village of Greenport.
29. **Compliance With Laws:** The Village of Greenport Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

October 2018

**VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM
PLAN DOCUMENT**

EXECUTION

By adoption of resolution _____ of the Village of Greenport Board of Trustees, the Village Board hereby authorizes the Mayor to execute this Plan Document on behalf of the Village of Greenport.

Mayor

Date

Attested by:

Village Clerk

Date

This document has been prepared by Penflex, Inc. for the exclusive use of the Village of Greenport as well as Participants (and their beneficiaries) in the Village of Greenport Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex, Inc.

***VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM***

NOTICE OF AMENDMENT

DATE: OCTOBER 2018

TO: **ACTIVE VOLUNTEER FIREFIGHTERS OF THE GREENPORT FIRE
DEPARTMENT AND PARTICIPANTS IN THE SERVICE AWARD
PROGRAM**

FROM: VILLAGE OF GREENPORT

The purpose of this bulletin is to formally notify volunteer firefighters of the Greenport Fire Department and Program participants about an amendment to the Village of Greenport Service Award Program.

In a referendum held on August 14, 2018, residents of the Village approved a proposition to increase the maximum years of Service Credit that can be earned in the Program from thirty (30) years to forty (40) years. This effectively means that active volunteer firefighters can now earn ten (10) additional years of Service Credit, which increases the maximum monthly Service Award that can be earned from \$600 for thirty (30) years of service credit to \$800 for forty (40) years of service credit.

For a copy of the Plan Document, Summary of Program Provisions or Point System, please contact the Village.

Authorized Representative
Village of Greenport

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132
(VEHICLES AND TRAFFIC)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code to improve available parking for the residents of the Village and their guests and other visitors to the Village by adding a loading zone on Central Avenue, sixty- two (62) feet from the corner of Main Street, and extending a distance of twelve (12) feet in length and eight (8) feet wide; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Chapter 132 (Vehicles and Traffic) and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code regarding the addition of a loading zone on Central Avenue, sixty- two (62) feet from the corner of Main Street, and extending a distance of twelve (12) feet in length and eight (8) feet wide; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code regarding the addition of a loading zone on Central Avenue, sixty- two (62) feet from the corner of Main Street, and extending a distance of twelve (12) feet in length and eight (8) feet wide; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) regarding the addition of a loading zone on Central Avenue, sixty- two (62) feet from the corner of Main Street, and extending a distance of twelve (12) feet in length and eight (8) feet wide; is an Unlisted Action for purposes of SEQRA;

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

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

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee / seconded by Trustee

this resolution is carried as follows:

Dated: November 7, 2018

September 24, 2018

LOCAL LAW NO. OF THE YEAR 2018
AMENDING SECTION 132-50 SCHEDULE XII LOADING ZONES
OF THE GREENPORT VILLAGE CODE
TO CREATE A LOADING ZONE AT GOLDINS FURNITURE
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 132-50 Schedule XII

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section 132-50 Schedule XII Loading Zones of the Greenport Village Code to Create a Loading Zone at 434 Main Street, Greenport, NY, 11944.

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 within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

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

2.0 General Provisions.

2.1 The following language shall be added to Section 132-50 Loading Zones of the Greenport Village Code:

"Name of Street	Side	Location
Central Avenue	South	Sixty-two (62) feet from the corner of Main Street, and extending a distance of twelve (12) feet in length, and eight (8) feet wide

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.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF JOHN V.H. HALSEY ON BEHALF OF
PECONIC LAND TRUST

WHEREAS an application for a wetlands permit approval was filed by John V.H. Halsey as applicant on behalf of Peconic Land Trust with the Board of Trustees of the Village of Greenport; and

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

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

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

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

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

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

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: November 6, 2018

Sylvia Pirillo

From: Paul Pallas
Sent: Thursday, May 25, 2017 9:51 AM
To: Douglas Roberts; George Hubbard; Jack Martilotta; Julia Robins; Mary Bess Phillips
Cc: Robert Brandt; Sylvia Pirillo; Joseph Prokop (jwpgreenport@aol.com)
Subject: Peconic Land Trust Wetlands Permit

Mayor/Board

This email serves as the Conservation Advisory Council's (CAC) report on the above referenced wetlands permit application that is scheduled for a public hearing at next week's Board of Trustees regular meeting.

The Conservation Advisory Council (CAC) met with representatives of Peconic Land Trust at the site of their property at the end of Fourth St. to discuss their application for a wetlands permit.

The project involves beach replenishment by the addition of sand, cobble, and plantings as detailed in their application paperwork. Peconic Land Trust explained the reasoning for this work and the methods and timing of construction. They indicated that they have been working with the NYSDEC on this project for some time to refine the design of the replenishment and have formally applied for NYSDEC permit and are aware that they need a US Army Corps of Engineers permit as well. There will be approximately 2000 yds. of material that will be delivered by truck. They expect the planting to take place in the fall and winter with volunteers.

The CAC recommends approval of this permit and does not have any conditions or changes to the design. The CAC requests that the permit have a term of two years and if the applicant modifies the design in any way during the two term, that the project be resubmitted for approval.

Other issues discussed, although not directly related to the permit, were the proposed six foot perimeter deer fence and observation platform. CAC members suggested that a different fence would make the site more aesthetic and a lower fence would avoid any Zoning Board requirements as the height requirement per our code is four feet. Peconic indicated that they were no longer planning the platform, but will consider changing the design of the fence and clearing the perimeter to improve viewing of the site.

CAC members present at the meeting were Elizabeth Smith, John Saladino, Paul Kreiling and myself.

Please let me know if you have any questions.

Paul J. Pallas
Village Administrator
236 Third St.
Greenport, NY 11944
(631) 477-0248 (o)
(516) 351-5022(c)

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2018, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not for profit corporation with an address of P.O. Box 1686, 1755 Laurel Way, Mattituck, NY, 11952 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "Rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the Rink; and

WHEREAS the Village is desirous of enhancing the use of the Rink by the public by making the Rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the Rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of Rink by the Club and entering an agreement for the use of the Rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the Rink and to ensure that the use of the Rink by the Club does not interfere with the use of the Rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the Rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.
2. The Club will pay the Village the amount of \$100 per hour for the use of the Rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the Rink for Saturday night.
3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.
4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the Rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the Rink when the Rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

5. The Club shall have the option of rescheduling any sessions that are cancelled by the Club in advance to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the Rink by the general public.

6. The term of this agreement shall be from December 1, 2018 until April 15, 2019 unless terminated by one of the parties prior to April 15, 2019. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the Rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2018 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March, 2019). The rate and payment for the actual time for which the Rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments of the adjusted amount due on December 31, 2018, January 31, 2019, February 28, 2019, and March 31, 2019, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2019, the end of the term of the Agreement.

December estimated total fee: \$4,925 Balance based on actual use due on December 31, 2018
Initial monthly Payment: \$2,462.50 (due December 1, 2018)

January estimated total fee: \$5,000 Balance based on actual use due on January 31, 2019
Initial monthly Payment: \$2,500 (due January 1, 2019)

February estimated total fee: \$4,500 Balance based on actual use due on February 28, 2019
Initial monthly Payment: \$2,250 (due February 1, 2019)

March estimated total fee : \$4,825 Balance based on actual use due on March 31, 2019.
Initial monthly Payment: \$2412.50 (due March 1, 2019)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

9. The Village of Greenport shall add and maintain the Rink, for the term of this Agreement and any extensions thereto, the Rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club agrees not to suffer any act of commission or omission at the Rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said Rink or interfere with Lessor.

12. This Agreement shall not be assignable by the Club.

13. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Hockey Club Ltd.,
P. O. Box 1686,
1755 Laurel Way
Mattituck, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

14. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Hockey Club Ltd.

By: _____

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2018, by and between the Greenport Open Hockey League (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 476, Laurel, New York 11948, and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "Rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the Rink; and

WHEREAS the Village is desirous of enhancing the use of the Rink by the public by making the Rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the Rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of Rink by the Club and entering an agreement for the use of the Rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the Rink and to ensure that the use of the Rink by the Club does not interfere with the use of the Rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the Rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.
2. The Club will pay the Village the amount of \$100 per hour for the use of the Rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the Rink for Saturday night.
3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.
4. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the Rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the Rink when the Rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the Rink by the general public.

7. The term of this agreement shall be from December 1, 2018 until April 15, 2019 unless terminated by one of the parties prior to April 15, 2019. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of breach or default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 1, 2019 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December 2018, January, February, and March, 2019). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2018, January 31, 2019, February 28, 2019, and March 15, 2019, and the Club shall pay any balance due to the Village under this Agreement within ten days of April 15, 2019, the end of the term of the Agreement.

December estimated total fee: \$1,600 Balance based on actual use due on December 31, 2018
Initial monthly Payment: \$800 (due December 1, 2018)

January estimated total fee: \$1,600 Balance based on actual use due on January 31, 2019
Initial monthly Payment: \$800 (due January 1, 2019)

February estimated total fee: \$1,600 Balance based on actual use due on February 28, 2019
Initial monthly Payment: \$800 (due February 1, 2019)

March estimated total fee (through March 31st): \$1,800 Balance based on actual use due on March 31, 2019.
Initial monthly Payment: \$900 (due March 1, 2019)

9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the Rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the Rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the Rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the Rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

12. The Club agrees not to suffer any act of commission or omission at the Rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:

Greenport Open Hockey League,
P. O. Box 476
Laurel, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Open Hockey League

By: _____

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

