



236 Third Street  
Greenport NY  
11944

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**MAYOR**

GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**

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

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

May 28, 2015 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street

Firehouse

Greenport, NY 11944

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- o Thomas D. Reilly

**ANNOUNCEMENTS**

- o Effective May 21<sup>st</sup>, Cathy Matthews resigned her post as Recreation Director for the After-School and Summer Programs. We would like to take a moment to welcome her replacement, Margaret DeVito.
- o The Port of Views exhibit "grand opening" will be held on May 30<sup>th</sup> at 5 p.m. at the top deck of the Marina Office.
- o The annual Skate Park Festival is scheduled for Sunday, July 26<sup>th</sup> from 12 p.m. - 5 p.m.
- o Please note that unauthorized motorized vehicles are not allowed on Village beaches.

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 05-2015-1**

RESOLUTION adopting the May 2015 agenda as printed.

**RESOLUTION # 05-2015-2**

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

**RESOLUTION # 05-2015-3**

RESOLUTION ratifying the approval of the following, as approved by the Board of Trustees of the Village of Greenport during the Work Session Meeting of the Board of Trustees held on May 21, 2015:

RESOLUTION approving the contract with Dirt Works for the removal of and cleanup of the property at 415 Kaplan Avenue, and further approving that the demolition of the property is an Unlisted Action for the purposes of SEQRA, and that the demolition and abatement will not have a significant negative impact on the environment, and further, that: the Village will put a lien on the property tax bill, for all costs incurred, per Village of Greenport Code.

**VILLAGE ADMINISTRATOR****RESOLUTION # 05-2015-4**

RESOLUTION adopting approval of the lead agency status for purposes of SEQRA, determining that the construction of a Fuel Tank Storage System at the Greenport Power Plant will be an unlisted action, and that approval of the construction will not have a negative impact on the environment and adopting a negative declaration.

**RESOLUTION # 05-2015-5**

RESOLUTION awarding the contract for the construction of a Fuel Tank Storage System at the Village of Greenport Power Plant to Island Pump and Tank Corp., for a total price of \$ 216,848.00; per the bid opening on April 1, 2015 to be expensed from account E.0352.205 (Transmission Substation Equipment).

**RESOLUTION # 05-2015-6**

RESOLUTION ratifying the hiring of Carol Schott as a part-time employee at the carousel, effective May 3, 2015; at a pay rate of \$9.00 per hour.

**RESOLUTION # 05-2015-7**

RESOLUTION ratifying the hiring of Elizabeth Powe as a part-time employee in the Marina Office, effective May 9, 2015; at a pay rate of \$ 9.00 per hour.

**RESOLUTION # 05-2015-8**

RESOLUTION accepting the Annual MS4 Report for the period ending March 9, 2015.

**VILLAGE TREASURER****RESOLUTION # 05-2015-9**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2112, to fund the wi-fi upgrade at the marina, and directing that Budget Amendment # 2112 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2113, for funding of village road paving, and directing that Budget Amendment # 2113 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-11**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2114, for funding of perimeter fencing at 535 Third st. and 117 Ludlam Place, and directing that Budget Amendment # 2114 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 2116, for for year end housekeeping in the General Fund, and directing that Budget Amendment # 2116 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 2117, for year end housekeeping in the Enterprise Funds, and directing that Budget Amendment # 2117 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.



**RESOLUTION # 05-2015-14**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2118, to fund expenses for the Tall Ships 2015 event, and directing that Budget Amendment # 2118 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-15**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2119, for the funding of temporary part time staffing, and directing that Budget Amendment # 2119 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #2121, to fund the remaining Adams Street Water Main Extension Project, purchasing of new water meters and for SCWA water purchased expense, and directing that Budget Amendment #2121 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-17**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 2122, for the Greenport Fire Department, and directing that Budget Amendment # 2122 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-18**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2123, to fund the demolition and abatement of 415 Kaplan Avenue, and directing that Budget Amendment # 2123 be included as part of the formal meeting minutes for the May 28, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 05-2015-19**

RESOLUTION adopting Internal Revenue Code Section 125 Cafeteria Plan for all Village employees, as attached; and further appointing Village Treasurer Brandt as Plan Administrator.

**VILLAGE CLERK****RESOLUTION # 05-2015-20**

RESOLUTION authorizing Mayor George W. Hubbard, Jr., to sign and execute the annual Village Marine Pump-out Station agreement between the Village of Greenport and the Town of Southold.



**RESOLUTION # 05-2015-21**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Floyd Memorial Library to use a portion of Mitchell Park from 4:00 p.m. through 8:00 p.m. on July 21, 2015 for the annual Children's Concert.

**RESOLUTION # 05-2015-22**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Long Island Metropolitan Lacrosse Foundation to use the parking area at the Polo Grounds on Moore's Lane from 7:00 a.m. through 7:00 p.m. on August 1, 2015 and August 2, 2015 for the annual Lacrosse Tournament.

**RESOLUTION # 05-2015-23**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Northeast Stage to use a portion of Mitchell Park from 5:00 p.m. through 10:00 p.m. from August 7, 2015 through August 9, 2015 for the annual "Shakespeare in the Park" event. Further, the approval includes a set-up date of August 4, 2015 and a rehearsal date of August 4, 2015 or August 6, 2015.

**RESOLUTION # 05-2015-24**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department for the use of the Polo Grounds on Moores Lane from 6:00 p.m. through 12:00 midnight from July 1, 2015 through July 5, 2015 for the annual carnival fundraiser.

**RESOLUTION # 05-2015-25**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Hellenic American Taxpayers and Civic Association of Southold Township ("HATCAST") to use a portion of Mitchell Park from 5:30 p.m. through 8:30 p.m. on September 6, 2015 for a Greek music and dance festival.

**RESOLUTION # 05-2015-26**

RESOLUTION scheduling a public hearing for June 25, 2015 at 8:00 p.m. at the Third Street Firehouse, and directing Clerk Pirillo to notice accordingly, the Wetlands Permit Application as submitted by John V. Halsey on behalf of the Peconic Land Trust for the property at the southeast corner of Fourth and Clark Streets, Greenport, New York, 11944 to : "dig down 4' around each item, cut and remove pipes and metal structures then refill with existing soil/sand".

**RESOLUTION # 05-2015-27**

RESOLUTION authorizing the Village of Greenport to adopt lead agency status, for purposes of SEQRA, for the Wetlands Permit Application as submitted by Peconic Land Trust, for the property at the southeast corner of 4th Street and Clark Street, Greenport, New York, 11944.

**RESOLUTION # 05-2015-28**

RESOLUTION adopting the attached SEQRA resolution adopting lead agency status and determining that the approval of the Wetlands Permit Application as submitted by En- Consultants as applicant for Oyster Point Condominium at 160 Fifth Street, Greenport, New York, 11944 to be an unlisted action, and determining that the approval of the wetlands permit application will not have a significant negative impact on one or more aspects of the environment and adopting a conditional negative declaration for purposes of SEQRA.

**RESOLUTION # 05-2015-29**

RESOLUTION approving the Wetlands Permit Application as submitted by En-Consultants as applicant for Oyster Point Condominium at 160 Fifth Street, Greenport, New York, 11944 to: Construct approximately 339 linear feet of fiberglass jetty in place of the existing timber jetty; construct approximately 106 linear feet of vinyl bulkhead in place of (and 6" higher than) existing timber bulkhead; construct approximately 264 linear feet of vinyl bulkhead within 18" of (and 6" higher than) existing timber bulkhead; and incidentally dredge specified area within 10' of bulkhead to a maximum depth of -4' MLLW, using approximately 15 cy of resultant sand/silt spoil as backfill together with any recovered material incidentally lost to basin sides (i.e. – north and west sides) of jetty during jetty replacement and up to 100 cy of clean sand to be trucked in from an approved upland source, all as depicted on the project plan prepared by En-Consultants dated October 21, 2014. This approval is contingent upon the satisfaction of the following four requirements, as recommended by the Village of Greenport Conservation Advisory Council:

- Nine (9) foot minimum no turf buffer must be installed on both sides of the marina bulkhead.
- Backwash for the pool must be plumbed into Village's sanitary sewer system.
- Permanent boating pump-out facility must be installed , with connection to the Village's sanitary sewer system.

**RESOLUTION # 05-2015-30**

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, for the Tall Ships 2015 Event, from 10:00 a.m. through 6:00 p.m. on July 4, 2015 through July 7, 2015.

**RESOLUTION # 05-2015-31**

RESOLUTION accepting with regret the resignation of Catherine Matthews effective May 21, 2015 as Recreation Program Director for the Village of Greenport After-School Program and Summer Day Camp, per the resignation letter from Catherine Matthews dated January 7, 2015.



**RESOLUTION # 05-2015-32**

RESOLUTION accepting the bid of Johnson Tree Company, the lowest bidder, in the amount of \$ 2,090.00 for the removal of specified Village trees and stumps, per the bid opening on May 20, 2015.

**RESOLUTION # 05-2015-33**

RESOLUTION scheduling a public hearing for June 25, 2015 at 7:00 p.m. at the Third Street Firehouse, and directing Clerk Pirillo to notice accordingly, the Wetlands Permit Application as submitted by Meryl Kramer Architect on behalf of Christy Fletcher and Samuel Walker for the property at 131 Fourth Street, Greenport, New York, 11944 to: "Demolish and re-construct (in-place) existing covered porch and remove existing brick steps and concrete walk; construct new masonry patio with steps to porch; demolish and remove existing detached garage and driveway and construct new detached 22' x 24' garage and pervious gravel driveway; remove, replace and reconfigure existing fencing and gates as needed; install drainage system of leaders, gutters, and drywells; and reuse on-site soil material excavated during construction to re-grade and level rear yard, all as depicted on the site plan prepared by Meryl Kramer Architect, dated March 31, 2015."

**RESOLUTION # 05-2015-34**

RESOLUTION directing the Conservation Advisory Council to review the Wetlands Permit Application as submitted by Meryl Kramer Architect on behalf of Christy Fletcher and Samuel Walker for the property at 131 Fourth Street, and directing the Conservation Advisory Council to provide a corresponding report to the Village of Greenport Board of Trustees no later than June 11, 2015.

**MAYOR****RESOLUTION # 05-2015-35**

RESOLUTION scheduling a public hearing for June 25, 2015 at 7:00 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, regarding the Lease Option Agreement dated May, 2015 as submitted by Robert Foxen of Global Common; and further directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2015-36**

RESOLUTION approving the license agreement dated May 14, 2015 between the Village of Greenport and the North Ferry Corporation regarding the use of the south side of the West Pier at the Mitchell Park Marina.

**RESOLUTION # 05-2015-37**

RESOLUTION adopting the attached Proposed Policy Guidelines for the use of Mitchell Park.

**BOARD OF TRUSTEES**

**RESOLUTION # 05-2015-38**

RESOLUTION requesting a determination from the United States Coast Guard regarding whether a "fly board" is defined as a vessel.

**RESOLUTION # 05-2015-39**

RESOLUTION appointing Trustee Mary Bess Phillips and Trustee Jack Martilotta as the Village of Greenport Board of Trustees Liaisons to the Southold Town Board.

**RESOLUTION # 05-2015-40**

RESOLUTION approving that a letter to New York State Assemblyman Anthony Palumbo be drafted and submitted requesting financial support for the procurement and installation of blinking caution lights at pedestrian crosswalks, and further authorizing Mayor George W. Hubbard, Jr. to sign the aforementioned letter.

**RESOLUTION # 05-2015-41**

RESOLUTION approving the use by the Greenport Farmers Market of a portion of the municipal parking lot at South Street, on Saturday mornings from 8 a.m. through 1 p.m., beginning on May 30, 2015 and ending on September 12, 2015, at a fee of \$ 750.00 payable by the Farmers Market prior to May 30, 2015 under an agreement to be drawn up and approved by the Village.

**RESOLUTION # 05-2015-42**

RESOLUTION scheduling a public hearing for June 25, 2015 at 7:00 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, regarding a proposed local law amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code, to create a "Taxi Stand" only vehicle spot on First Street, adjacent to the marked bus stop on First Street; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2015-43**

RESOLUTION authorizing the creation of an RFP document to solicit proposals from taxi companies for exclusive access to the "Taxi Stand" on First Street from 2:00 p.m. through 4:00 a.m. daily, from Memorial Day through Labor Day; and directing Clerk Pirillo to notice the Request for Proposals accordingly.

**RESOLUTION # 05-2015-44**

RESOLUTION scheduling a public hearing for June 25, 2015 at 7 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944; regarding a proposed local law creating Chapter 63 - Filming - of the Village of Greenport Code and directing Clerk Pirillo to notice the public hearing accordingly.



**RESOLUTION # 05-2015-45**

RESOLUTION scheduling a public hearing for June 25, 2015 at 7:00 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, regarding a proposed local law amending Chapter 101 (Recreation Areas and Beaches) of the Village of Greenport Code, to prohibit unauthorized motor vehicles in any and all designated Village of Greenport parks and beaches; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 05-2015-46**

RESOLUTION approving the use of the Village of Greenport Old School House from 6:00 p.m. through 8:00 p.m. every Friday from June 5, 2015 through August 28, 2015 for the Summer 2015 "Greenport Village Voices" program, sponsored by the Greenport Improvement Committee. There is no cost for the "Greenport Village Voices" program, and there will be no cost to the Village of Greenport associated with this use.

**RESOLUTION # 05-2015-47**

RESOLUTION authorizing the creation of a letter of support for the "Storytelling Project" joint venture between the Floyd Memorial Library, Stirling Historical Society, Greenport School and the Village of Greenport; and further authorizing Mayor George W. Hubbard, Jr. to sign the letter of support.

**RESOLUTION # 05-2015-48**

RESOLUTION directing the Village of Greenport Planning Board to review Chapter 150 (Zoning), Article IV (District Use Regulations), Section 150-7, R-1 (One-Family Residence District), 7 (Bed-and-breakfast facilities) of the Village of Greenport Code; and to furnish a corresponding report to the Village Board of Trustees within 45 days after the next regularly scheduled meeting of the Village of Greenport Planning Board.

**RESOLUTION # 05-2015-49**

RESOLUTION approving a payment of \$ 1,500.00 to Diane Mulvaney as an independent contractor, as an "Event Co-Ordinator Fee", in conjunction with the 2015 season of the Dances in the Park program.

**RESOLUTION # 05-2015-50**

RESOLUTION authorizing the Dances in the Park Committee to offer Dances in the Park sponsorships, beginning at a \$ 500.00 level, with sponsor logos appearing on all Dances in the Park signage, brochures, social media posts, and any other applicable advertising medium.

**RESOLUTION # 05-2015-51**

RESOLUTION approving the following musical performance schedule and payments for the 2015 Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions):

- 7/6: Bobby Nathan Band - \$ 800.00
- 7/13: Swingtime Big Band - \$ 2,300.00
- 7/20: Swan Family Band - \$ 800.00
- 7/27: Golden Fists Of Fury - \$ 1,000.00
- 8/3: Latinology - \$ 800.00
- 8/10: Southbound - \$ 1,200.00
- 8/17: Winston Irie - \$ 1,300.00
- 8/24 Pamela Betti Band - \$ 800.00
- 8/31: Lonesharks - \$1,000.00

**RESOLUTION # 05-2015-52**

RESOLUTION approving a payment of \$ 300 per musical performance, at a payment of \$ 2,700 total, to J.C. Productions, for providing sound services and equipment for all nine 2015 Dances in the Park performances, to be expensed from account A.7312.400 (Arts and Culture Exhibitions).

**RESOLUTION # 05-2015-53**

RESOLUTION approving an expenditure of \$500.00 total for signage and posters for the 2015 Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions).

**RESOLUTION # 05-2015-54**

RESOLUTION adopting a SEQRA determination to fulfill a requirement of Suffolk County Downtown Revitalization Grant – Round 13 regarding the creation of a Police Museum in the Village of Greenport Jail building adopting lead agency status, determining the grant application is an unlisted action that will not will have a significant negative impact on the environment and adopting a negative declaration.

**RESOLUTION # 05-2015-55**

RESOLUTION authorizing the Village of Greenport to partner with the East End Seaport Museum with the purpose of applying for Suffolk County Downtown Revitalization Grant – Round 13 - to create a Police Museum in the Village of Greenport Jail building.



**RESOLUTION # 05-2015-56**

RESOLUTION authorizing the execution of an inter-municipal agreement between the Village of Greenport and Suffolk County, to fulfill a requirement of Suffolk County Downtown Revitalization Grant – Round 13.

**RESOLUTION # 05-2015-57**

RESOLUTION authorizing the execution of an easement agreement with Suffolk County, to fulfill a requirement of Suffolk County Downtown Revitalization Grant - Round 13.

**VOUCHER SUMMARY****RESOLUTION # 05-2015-58**

RESOLUTION approving all checks per the Voucher Summary Reports dated May 22, 2015 in the total amount of \$ 415,661.72 consisting of:

- o All regular checks in the amount of \$ 357,830.20, and
- o All prepaid checks (including wire transfers) in the amount of \$ 57,831.52.

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2015 Period: 5 Trans Type: B2 - Amend Status: Batch  
Trans No: 2112 Trans Date: 05/13/2015 User Ref: ROBERT  
Requested: P. PALLAS Approved: Created by: ROBERT 05/13/2015  
Description: FUNDING OF WI-FI UPGRADE AT MARINA

Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	1,530.00
A.8843.900	TRANSFER TO CAPITAL..	1,530.00
H.7112.293	MARINA REPAIR & UPGRADE	1,530.00
H.2816.500	TRANSFER FROM GENERAL..	1,530.00
<b>Total Amount:</b>		<b>6,120.00</b>



Date Prepared: 05/13/2015 09:17 AM

# VILLAGE OF GREENPORT Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2015 Period: 5 Trans Type: B2 - Amend Status: Batch  
Trans No: 2113 Trans Date: 05/13/2015 User Ref: ROBERT  
Requested: P. PALLAS Approved: Created by: ROBERT 05/13/2015  
Description: FUNDING OF VILLAGE ROAD PAVING

Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	250,000.00
A.8843.900	TRANSFER TO CAPITAL..	250,000.00
H.2816.500	TRANSFER FROM GENERAL..	250,000.00
H.5110.400	ROAD CONSTRUCTION.CONTRACTUAL EXPENSE..	250,000.00
	<b>Total Amount:</b>	<b>1,000,000.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2015 Period: 5 Trans Type: B2 - Amend Status: Batch  
 Trans No: 2114 Trans Date: 05/13/2015 User Ref: ROBERT  
 Requested: P. PALLAS Approved: Created by: ROBERT 05/13/2015  
 Description: FUNDING OF PERIMETER FENCING AT 535 THIRD ST. & 117 LUDLAM PLACE

Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	3,150.00
A.8843.900	TRANSFER TO CAPITAL..	3,150.00
H.2816.500	TRANSFER FROM GENERAL..	3,150.00
H.7111.293	PARK IMPROVEMENTS..	3,150.00
<b>Total Amount:</b>		<b>12,600.00</b>



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2015    Period: 5                          Trans Type: B1 - Transfer                          Status: Batch  
 Trans No: 2116    Trans Date: 05/14/2015                          User Ref: ROBERT  
 Requested: R. BRANDT    Approved:    Created by: ROBERT    05/14/2015  
 Description: YEAR END HOUSEKEEPING - GENERAL FUND

Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.1010.100	BOARD OF TRUSTEES.PERSONNEL SERVICES	155.00
A.1010.400	BOARD OF TRUSTEES.CONTR EXP..	200.00
A.1010.410	BOARD OF TRUSTEES.MINUTES..	1,600.00
A.1325.100	TREASURER.PERSONNEL SERVICES	250.00
A.1362.400	TAX ADV EXP..	120.00
A.1420.400	LAW.CONTR EXP..	9,000.00
A.1420.401	LABOR COUNSEL..	1,100.00
A.1620.420	BUILDING ELECTRIC & LIGHTS..	3,500.00
A.1650.400	MUNICIPAL WEB SITE..	800.00
A.3620.100	SAFETY INSPECTION.PERSONNEL SERVICES	10,500.00
A.3620.400	SAFETY INSPECTION.CONTR EXP..	240.00
A.5110.415	REPAIR & MAINT - TRANSP EQUIP..	1,000.00
A.5110.432	PERMA INSCE. WORKERS COMP..	9,200.00
A.5182.400	STREET LIGHTS..	7,910.00
A.7020.400	ELECTRIC SERVICE RECREATION	1,100.00
A.7110.401	PARKS EXPENSE RECREATION	550.00
A.7110.418	PARKS.. PUMP OUT BOAT EXPENSE	100.00
A.7110.419	PARKS.. MOORING EXP	3,800.00
A.7120.100	RECREATION CENTER.PERSONNEL SERVICES	8,400.00
A.7120.401	RECREATION CENTER UTILITIES EXPENSE	2,760.00
A.7231.422	DOCKS UTILITIES	20.00
A.7311.101	ICE RINK LABOR	4,500.00
A.7312.400	ARTS & CULTURAL EXHIB..	600.00
A.7520.400	HISTORICAL PROP - RR PARK..	150.00
A.8010.400	ZONING CONTRACTUAL EXP..	500.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	1,800.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE..	2,300.00
A.8510.200	HISTORIC PRESERVATION COMM.	300.00
A.8620.100	COMM DEV.PERSONNEL SERVICES	3,485.00
A.9030.801	MTA TAX EXPENSE..	295.00
A.9030.803	MTA TAX EXPENSE REC	250.00
A.9060.802	HOSP & MEDICAL INS.. RECREATION	3,975.00
A.9060.803	DENTAL/ OPTICAL REC	2,500.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Account No.	Account Description	Amount
A.9710.671	BOND INTEREST REC	19,726.00
A.1620.300	RADIO TOWER EXP..	-3,000.00
A.5110.414	GAS/FUEL..	-3,000.00
A.9060.800	HOSP & MEDICAL INS.EMPLOYEE BENEFITS	-51,486.00
A.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-36,900.00
A.9010.801	EMPLOYEES STATE RETIREMENT REC	-5,200.00
A.9061.800	EMPLOYEE DENTAL & VISION.EMPLOYEE BENEFITS	-3,100.00
	<b>Total Amount:</b>	<b>0.00</b>



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2015 Period: 5 Trans Type: B1 - Transfer Status: Batch  
 Trans No: 2117 Trans Date: 05/14/2015 User Ref: ROBERT  
 Requested: R. BRANDT Approved: Created by: ROBERT 05/14/2015  
 Description: YEAR END HOUSEKEEPING - ENTERPRISE FUNDS

Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
E.0123.010	MATERIALS & SUPPLIES..	200.00
E.0385	COMMUNICATION EQUIPMENT	30.00
E.0388	MISCELLANEOUS GENERAL EQUIPMEN	300.00
E.0451	INTEREST (ALL BORROWINGS)	27,040.00
E.0724.100	GAS SERVICE..	3,800.00
E.0761.300	CONSUMER BILLING & ACCTG..	700.00
E.0781.200	TREASURER & ACCT DEPT..	340.00
E.0781.500	OFF SUPPLIES & EXP..	100.00
E.0781.510	PHONE/CABLE EXPENSE..	500.00
E.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	2,300.00
E.0312	STRUCTURES	-8,000.00
E.0363	DISTR O/H CONDUCTORS	-8,000.00
E.0365	TRANSFORMERS	-11,000.00
E.0782	MANAGEMENT SERVICES	-8,461.00
E.9030.801	MTA TAX EXPENSE..	151.00
F.8310.102	LABOR OUTSIDE..	2,950.00
F.8310.408	PHONE & CABLE EXPENSE..	200.00
F.8310.414	MISC GENERAL EXPENSE..	310.00
F.8320.401	SCWA - WATER PURCHASE..	8,000.00
F.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	800.00
F.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-5,300.00
F.9060.800	HOSPITALIZATION.EMPLOYEE BENEFITS	-6,960.00
G.8110.100	ADMINISTRATION LABOR..	5,100.00
G.8110.102	LABOR OUTSIDE..	29,000.00
G.8110.400	ELECTRIC SERVICE..	13,815.00
G.8110.406	PHONE & CABLE EXPENSE..	1,100.00
G.8110.411	MISCELLANEOUS EXPENSE..	1,000.00
G.8110.417	SUPPLIES & MATERIALS..	500.00
G.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	600.00
G.9030.800	FICA & PERMA.EMPLOYEE BENEFITS	1,500.00
G.8120.200	STRUCTURES..	61.00
G.8110.101	SUPERVISORY LABOR..	-23,676.00
G.8110.402	WATER SERVICE..	-5,000.00

Date Prepared: 05/14/2015 10:16 AM

# VILLAGE OF GREENPORT

## Budget Adjustment Form

GLR4150 1.0  
Page 2 of 2

Account No.	Account Description	Amount
G.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-24,000.00
	Total Amount:	0.00



Date Prepared: 05/14/2015 10:19 AM

# VILLAGE OF GREENPORT

## Budget Adjustment Form

GLR4150 1.0  
Page 1 of 1

Year:	2015	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	2118	Trans Date:	05/14/2015	User Ref:	ROBERT		
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		05/14/2015
Description:	FUNDING OF TALL SHIPS 2015 EXPENSES				Account # Order:	No	
					Print Parent Account:	No	

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	36,000.00
A.7989.426	TALL SHIPS	36,000.00
	<b>Total Amount:</b>	<b>72,000.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2015	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	2119	Trans Date:	05/14/2015	User Ref:	ROBERT		
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		05/14/2015
Description:	FUNDING FOR TEMPORARY PART TIME STAFFING IN THE CLERK'S, TREASURER'S AND BUILDING DEPARTMENT'S OFFICES					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	3,300.00
A.1325.100	TREASURER.PERSONNEL SERVICES	1,100.00
A.1410.100	CLERK.PERSONNEL SERVICES	1,100.00
A.3620.100	SAFETY INSPECTION.PERSONNEL SERVICES	1,100.00
	<b>Total Amount:</b>	<b>6,600.00</b>





# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2015	Period:	5	Trans Type:	B2 - Amend	Status:	Batch	
Trans No:	2123	Trans Date:	05/20/2015	User Ref:	ROBERT			
Requested:	P. PALLAS	Approved:		Created by:	ROBERT		05/20/2015	
Description:	TO FUND DEMOLITION OF 415 KAPLAN AVENUE						Account # Order:	No
						Print Parent Account:	No	

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	28,800.00
A.3650.400	DEMOLITION OF UNSAFE BUILDINGS..	28,800.00
<b>Total Amount:</b>		<b>57,600.00</b>

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING  
WETLANDS PERMIT APPLICATION

Application of Peconic Land Trust  
Southeast Corner of 4<sup>th</sup> Street and Clark Street  
SCTM No. 1001-7-5-19

WHEREAS Peconic Land Trust submitted an application to the Board of Trustees of the Village of Greenport dated April 16, 2015 for a wetlands permit application to complete certain work at the referenced site; and

WHEREAS the Board of Trustees has reviewed the application and accompanying materials with respect to the required SEQRA review and the application of the Village Code of the Village of Greenport, it is therefore:

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA, and it is further

RESOLVED that the Board of Trustees hereby determines that this application is an Unlisted Action for purposes of SEQRA, and it is further;

RESOLVED that the Village of Greenport has reviewed the SEQRA EAF for this action, and hereby determines that the approval of the application for site plan approval; and

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

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

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species,



impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant, and that it is therefore;

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

Upon motion of Trustee \_\_\_\_\_ seconded by Trustee \_\_\_\_\_,

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

**DRAFT FOR DISCUSSION PURPOSES**

**OPTION AGREEMENT FOF LEASE OF PARCEL ON MOORE’S LANE,  
GREENPORT, NY**

**May\_\_\_, 2015**

<b>Topic</b>	<b>Description/Terms</b>
<b>Parties</b>	Global Common, LLC (“GC” or the “Developer”), or its designee, and Village of Greenport, NY (“Greenport”).
<b>Background</b>	GC previously developed a 54 MW peaking power plant located on Moore’s Lane in Greenport. GC believes it may be feasible to develop and finance a second peaking plant on a Parcel (the “Parcel”) adjacent to the existing plant to help meet PSEGLI’s need for peaking power on the East End, and possibly provide power for Greenport during peak times or during outages, if desired. There may also be an opportunity to develop renewable energy generation, including solar energy, on a site designated by Greenport that would compliment the new peaking plant. In order to proceed with development activities, GC will need to secure an option to lease a site for the new facility. Once GC obtains the lease option, GC will undertake all development and financing tasks at its own expense.
<b>Purpose of Option Agreement</b>	This Option Agreement sets forth the key business terms under which GC will lease the Parcel. The Parties intend that the terms of this Option Agreement shall be incorporated into a Lease Agreement (the “Lease”).
<b>The Parcel</b>	Approximately 2-3 acres located on Moore’s Lane, Greenport, NY, adjacent to the existing 54 MW peaking power plant. (the “Parcel”)
<b>The Project</b>	GC will construct, own and operate a “peaking” power plant (the “Project”) on the Parcel. It is expected that the Project will have a capacity of 50-75 MW, and

	<p>operate less than 2,000 hours per year. The Project is expected to use new, highly efficient state of the art reciprocating engines, and will comply with all applicable environmental rules and regulations. The engines will have dual fuel capability, and be able to utilize ultra-low sulfur diesel, or natural gas, if available. If an adequate supply of pipeline gas is not available, the project will consider use of liquefied natural gas (LNG) delivered by truck as the primary fuel supply, since this would substantially reduce emissions in comparison to even ultra low sulfur diesel, and reduce costs, making the project more economically and environmentally feasible.</p>
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>• Execute Lease Option Agreement: May 2015</li> <li>• Execute Power Purchase Agreement (PPA) with PSEGLI: Q1 2016</li> <li>• Final Greenport approval of Project: Q3 2016</li> <li>• Complete development and financing activities: Q1 2017</li> <li>• Commence construction: Q1 2017</li> <li>• Commercial Operations Date (COD): Q1 2018</li> </ul>
<b>Term of Lease</b>	<p>20 years from the Project's Commercial Operations Date (COD), with renewability provisions for two additional 10-year periods.</p>
<b>COD</b>	<p>A date prior to May 1, 2018, when the plant demonstrates compliance with PSEGLI's performance standards.</p>
<b>Rent Payment</b>	<ul style="list-style-type: none"> <li>• The monthly Rent Payment ("Rent") shall be <math>(\\$640 \times 20) + (\\$500 \times C - 20)</math>, where C is the plant capacity in MW.</li> <li>• For example, for a 50 MW plant, the initial monthly rent would be: <math>\\$640 \times 20 + \\$500 \times 30 = \\$27,500</math>.</li> <li>• Rent payments will commence at COD.</li> <li>• Rent payments will escalate based on the Consumer Price Index (CPI).</li> </ul>
<b>Additional</b>	<ul style="list-style-type: none"> <li>• As additional consideration for Greenport, and in</li> </ul>



<b>Ownership Consideration</b>	order to more fully align the interests of the Parties, the Village shall be entitled to receive a 5.0% ownership interest in the Project, subject to approval of the project investor. If the project investor is not willing to allow this participation, then the Rent payment will be increased by an amount equivalent to this 5.0% ownership interest.
<b>Project Development and Financing</b>	GC will undertake tasks needed to complete project development and financing at its own expense.
<b>Option Terms</b>	This Lease Option Agreement gives GC the right to lease the Parcel based on terms of this Option Agreement, subject to conditions precedent specified below.
<b>Greenport Purchase Option</b>	Greenport would have option to purchase generation needed for the Village for Book Value after initial term.
<b>Conditions Precedent</b>	The Parties agree to enter into a Lease consistent with the terms of this Option Agreement if and only if the following conditions are met: <ul style="list-style-type: none"> <li>• Greenport Board determines in its sole discretion that there are no significant or unacceptable environmental or safety impacts, and that the project would not limit expansion of the wastewater treatment plant, create excess traffic, or adversely affect village infrastructure.</li> <li>• Closing on Project Financing.</li> </ul>
<b>Hold Harmless</b>	The Lease will contain a provision that stipulates that GC will hold Greenport harmless for any liabilities GC incurs or creates resulting from its operations at the Parcel.
<b>Restoration of the Parcel</b>	The Lease will contain a provision to provide financial assurance that GC will restore the Parcel to the condition that existed prior to commencement of construction of the Project.
<b>Termination</b>	Greenport may terminate this Option Agreement if GC has not closed on Project Financing by Q2 2017,

	provided, however, that GC may extend the term of the Option Agreement by paying Greenport an option payment equal to 5% of the Rent payment, for up to an additional 365 days.
--	---

Agreed and Accepted this \_\_\_ day of May 2015:

Village of Greenport

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Global Common, LLC

\_\_\_\_\_  
Signature

Robert J. Foxen

May 14, 2015

## LICENSE AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND NORTH FERRY CORPORATION

This License Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2015, between licensor, Village of Greenport (the "Village"), a municipal corporation organized and existing under the laws of New York, with offices at 236 Third Street, Greenport, New York 11944, and licensee, North Ferry Co., Inc. ("North Ferry"), a domestic New York corporation with a mailing address of P.O. Box 589, Shelter Island Heights, New York, 11965 as follows:

**Whereas**, North Ferry operates a daily car ferry service between Shelter Island and Greenport in Greenport Harbor; and

**Whereas**, the Village owns the Mitchell Park Marina, a public municipal marina which is located at 115 Front Street in the Village of Greenport, adjacent to the slips leased and used by the North Ferry to dock in the Village of Greenport; and

**Whereas**, Mitchell Park Marina includes the West Pier, a pier which is part of the Mitchell Park Marina and is situated in Greenport Harbor, having an offshore portion that is roughly parallel to the final approach used by North Ferry vessels en route to the North Ferry Slips in the Village of Greenport; and

**Whereas** North Ferry and the Village wish to enter into a License Agreement which would aid navigation and safety in Greenport Harbor; and

**Whereas** upon good and valuable consideration for the mutual promises made herein, the sufficiency of which is hereby acknowledged, the parties now agree to the following provisions regarding the use of the south side of the West Pier, (the south side of the West Pier hereinafter referred to as the "Subject Pier") the Village and the North Ferry as the parties to this Agreement therefore agree as follows:

1. **Restrictions on Use of the Subject Pier.** The Village agrees to and will take all reasonable legal steps necessary to enforce and prohibit the mooring of vessels on the Subject Pier as follows:

A. The Village shall not let more than seventy-three feet (73') of space of the West face of the west pier to any ship; and

B. In the event that the Village of Greenport, on not less than thirty (30) days written notice to North Ferry hosts a historic or "tall ship" or other special event on the Subject Pier once or twice a year for special events such as the Maritime Festival and Tall Ships Festival which may include a Tall Ship moored on the west face of the Subject Pier. While North Ferry understands in most cases the guest Tall Ships are not charged a fee for their berth by the Village, in the event a fee is collected by the Village



for the berth the Village and the North Ferry agree that the net fee (after payment of expenses) will be evenly divided (50%-50%) between the Village and North Ferry.

**2. Compensation to the Village.** In consideration of the restricted use of the Subject Pier as detailed herein and other legal rights conveyed in this Agreement or by operation of law, North Ferry agrees to pay the Village annual compensation as follows:

A. Annual payment of \$8,750 for the first calendar year and then as adjusted for each year thereafter. For the calendar year 2015, North Ferry will pay this amount in two equal installments of \$4,375: The first payment of \$4,375 would be paid at the beginning of the season, or on the Effective Date of this Agreement, and the second payment of \$4,375 would be made on or before August 31, 2014...

B. For each Calendar Year thereafter commencing with the payment for the calendar year 2016 the annual payment of \$8,750.00 will be adjusted by the Consumer Price Index for All Urban Consumers (CPI-U): Selected local areas, all items index, for the New York-Northern N.J.-Long Island, NY-NJ-CT-PA area (or the comparable index then in effect in the event that this index is no longer in effect), based on the percentage increase in the amount of the index as of the January 1, of the calendar year in which the payment is being made over the amount of the index as of January 1 of the prior calendar year. The payment for each calendar year will be made in two equal installments: the first equal payment will be paid on or before July 1, of each calendar year, and the second equal payment will be paid on or before August 31, of each calendar year.

**3. Term.** The term of this License shall be as follows:

A. This License Agreement is valid for a period of four (4) terms of five (5) years each, that being an original term of five (5) years and three (3) renewal terms of five (5) years each for a total of twenty (20) years, unless terminated earlier pursuant to the provisions of Paragraph 4 below.

B. The License shall automatically renew for each of the three (3) renewal terms unless either party sends a written notice to the other party not less than thirty (30) days prior to the end of the then current term that the party is not renewing the License and whereupon the License shall not renew for any further terms.

**4. Termination.** This License Agreement may be terminated in advance of the end of the term of the License Agreement only as follows:

A. By the Village, for cause or if North Ferry fails to make timely payments as required in Paragraph 2; and

B. By North Ferry, without cause.

C. Notice of termination by either party must be given in writing 90 days in advance, and sent in accordance with the provisions of paragraph 10 of this Agreement.

**5. Liquidated Damages.** In the event a vessel is berthed by the Village of Greenport at the Subject Pier in breach of this Agreement, the Village agrees to remit all fees collected from that vessel, to North Ferry.

**6. Dispute Resolution.** Both parties agree that disputes arising under this Agreement which are not resolved by good faith negotiation within a period of 60 days shall be settled by binding arbitration. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**7. Modification.** Subject to the provisions of paragraph 3 above respecting term of the Agreement, any other proposed changes to this Agreement must be in writing and mutually agreed upon by both parties.

**8. Effective Date**

This Agreement, and the terms and conditions herein, shall become effective on the date that the Village of Greenport provides a fully executed copy of the License Agreement to the North Ferry.

**9. Compliance with Law.**

The parties agree that in the exercise of the rights and privileges granted under this License Agreement, they will adhere to and comply with all applicable local, state and federal laws, ordinances, rules and regulations.

**10. Third Party Rights.**

The rights and duties agreed upon in this Agreement are subject to the existing rights, if any, of third parties.

**11. Notice.**

All notices required in this Agreement, proposed modification of the Agreement, and all other correspondence and other documents relating to this Agreement shall be provided by certified mail return receipt requested and facsimile as follows:

If to North Ferry:

Via U.S. certified mail return receipt requested:

North Ferry Co., Inc.

P.O. Box 589  
Shelter Island Heights, New York 11964

Attention: General Manager

and Via facsimile: 631-749-4158

And a copy by regular mail and facsimile transmission to:

Westervelt & Rea LLP  
50 North Ferry Road  
P.O. Box 633  
Shelter Island, New York 11964

Via facsimile: 631-749-0292  
and Via electronic mail: kimberlearea@gmail.com

If to the Village:

Via U.S. certified mail return receipt requested and facsimile transmission:

Village of Greenport  
Attn.: Village Clerk  
236 3<sup>rd</sup> Street  
Greenport, New York 11944

And a copy by regular mail and facsimile transmission to:

Joseph W. Prokop PLLC  
267 Carleton Avenue  
Central Islip, New York 11722

Via facsimile: 631-234-6205  
Via electronic mail: jwpgreenport@aol.com

**12. Title.**

North Ferry acknowledges that it has no title in or to the Subject Pier nor to any portion thereof and shall not claim any such title nor any easement (other than the rights conveyed in this Agreement) over the Subject Pier.

**13. Liens.**

The Village represents that there are no liens on the Mitchell Park Marina property, and agrees to keep the Subject Pier free and clear of all mechanic's, material man's or contractor's liens.



**14. Existing Right of Way and Easement Agreements**

The parties acknowledge that the Village may have an easement from the State of New York located under or near the Subject Pier, but the Village also acknowledges that such easement, if it presently exists, shall not affect or prejudice the rights of North Ferry granted under this License Agreement.

**15. Insurance**

North Ferry shall provide the Village with evidence of protection and indemnity ("P&I") Insurance in the amount of nine million dollars (\$9,000,000) which may be a combination of primary and excess policies, which insurance shall remain in effect throughout the term of this Agreement.

**16. Indemnifications and Hold Harmless**

North Ferry agrees to indemnify and hold harmless the Village of Greenport for all negligent acts or omissions by North Ferry in its exercise of its rights under this Agreement. The Village agrees to indemnify and hold harmless North Ferry for all the Village's negligent acts or omissions with regard to maintenance of the Subject Pier (including, for example, but not limited to failing to adequately light the Subject Pier, failure to maintain and make necessary repairs to the Subject Pier, failure to keep the Subject Pier free of moorings by vessels other than the Tall Ships, as outlined in Paragraph 1 above, etc.)

**17. Entire Agreement, Severability**

This License Agreement contains the entire Agreement of the parties and shall not be modified except by a writing signed by both parties. In the event that any provision of this Agreement is found to be void or unenforceable, such determination shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the dates set forth below.

**NORTH FERRY CO., INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE VILLAGE OF GREENPORT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Proposed Policy Guidelines for Use of Mitchell Park**

1. No alcohol in the Park.
2. Tents are allowed only in front of the Marina Office with express Board of Trustees approval only, with a tent size not to exceed 40' x 80'.
3. No structures may be erected in the Park.
4. No blocking public access to the Park.
5. Only free events will be allowed.
6. \$ 250 application fee (non-refundable)
7. \$ 500 security deposit (refundable if no damage or cost to Village)
8. All use letters must be submitted by March 15<sup>th</sup>.
9. \$ 1,000,000 liability insurance is required with Village named as additionally insured.
10. Village/community organized events allowed, including: Dances in the Park, Friday night band concerts, Christmas tree lighting, Menorah lighting, maritime festival, annual boat show, children's concert (as organized annually by the library), Shakespeare in the Park, Relay for Life, Halloween parade.
11. No serving of food in the Park.
12. Free cultural and family events benefiting the community are encouraged.
13. All vehicles are to park on Adams Street to leave room for emergency vehicles.
14. All garbage must be removed and the area cleaned.
15. No fireworks in the Park.
16. Groups of less than 25 people do not need to file a use letter.
17. No nudity or profanity.
18. The Park should remain open for all to enjoy.
19. Assemblies of expression are permitted, and must not block public accessibility in any area of Mitchell Park.

4/29/15

VILLAGE OF GREENPORT  
FLEXIBLE BENEFITS PLAN  
SUMMARY PLAN DESCRIPTION



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**I**

**Introduction**

This summary describes the highlights of the benefits offered through the Village of Greenport Flexible Benefits Plan ("the Plan"). This description is designed to explain the program in understandable terms so you can make informed decisions. Please read it carefully and keep it in a safe place for reference.

This summary plan description is a brief description of your Plan and your rights, obligations and benefits under the Plan. This summary plan description is not meant to interpret, extend or change the provisions of the Plan in any way. It is not intended to describe every possible situation that could occur. If a conflict arises between the Plan documents and this summary, or if a situation arises not directly covered by this summary, the terms of the Plan document will govern.

A copy of your Plan is on file at the Village of Greenport's ("the Village") office for your review at any reasonable time. If you have any questions about this Plan or would like to see a copy of the Plan documents, please ask the Plan Administrator.

**II**

**How The Plan Works**

A flexible benefits plan provides a way for you to pay your medical insurance premiums and reduce your taxes at the same time. Amounts you contribute are deducted from your pay in equal amounts each pay period before taxes are calculated - so your taxable income is lower. Lower taxable income means less taxes to pay and more spendable income. Your contributions are called "pre-tax" contributions because amounts are withheld from your pay before federal and State income taxes and social security taxes are calculated. Thus, the other benefit from the Flexible Spending Account is that you can pay for certain expenses with untaxed, "pre-tax" dollars.

**III**

**Eligibility**

You are eligible to participate in the Plan if you participate in the Village's group medical plan.

## IV

### Available Benefits

You may elect to have some of your upcoming pay paid into the Plan on a pre-tax basis in order to have the Plan pay your share of the cost of premiums for health insurance coverage offered by the Village.

## V

### Features of the Plan

**A. Changing Your Elections** - After the start of the plan year (January 1), you cannot revoke or change your election for that plan year, except in limited circumstances. You may change your deduction amount in the course of the year only if that change is based on and consistent with a change in family status, such as marriage, divorce, death of spouse or dependent, birth or adoption of child, or spouse's beginning or terminating employment or switching from full-time to part-time work.

**B. Signing up for the Flexible Benefits Plan** - The enrollment period for the first year of the Plan will take place from May 1 through June 30, with the Plan year beginning on July 1 and continuing through December 31. Thereafter, the enrollment period will generally take place from November 1 each year through December 31 for the following calendar year. You will be notified of the exact dates in advance. If you enroll, you will participate in the Plan for the period beginning January 1 through December 31. Unless you affirmatively state that you wish to receive full salary in cash, you will be deemed to participate in the Plan.

## VI

### General Information

There is certain general information that you may need to know about your Plan. This information has been summarized for you in this section.

**Name of the Plan** - Village of Greenport Flexible Benefits Plan.

**Purpose of the Plan** - The purpose of the Plan is to provide benefits for eligible employees and to enable them to choose to receive either cash compensation or the benefits made available.



**Sponsoring Employer**

Village of Greenport  
236 Third Street  
Greenport, NY 11944

**Type of Plan** - Section 125 Cafeteria Benefit plan offering medical insurance premium payment.

**Employer I.D. Number** - 11-6002115

**Effective Date** - July 1, 2015

**Plan Year** -- Except for 2015 when the Plan will be implemented for the period July 1 through December 31, the Plan's records are maintained on a 12-month period of time, known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

**Administration of the Plan** - Plan Administrator, Address and Telephone Number:

Robert W. Brandt, Jr.  
236 Third Street  
Greenport, NY 11944  
631-477-0248 ext. 217

The Plan Administrator has discretionary authority to construe the terms of the Plan, determine the eligibility of employees to participate in the plan, interpret the provisions of the plan and establish rules and regulations for its operation. The Plan Administrator will also answer any questions you may have about your plan.

**Funding** - The plan is funded solely by participant contributions by means of salary reductions. The employer has no financial responsibility for the cost of financing this plan.

**Service of Legal Process** - The name and address of your Plan's agent for service of legal process are:

Village of Greenport  
236 Third Street  
Greenport, NY 11944

**Employees Rights, Exclusive Benefit** - Employee's rights to benefits under this plan are intended to be legally enforceable, but neither the establishment of this Plan nor any amendment thereof will be construed as granting to any other person (including any provider of services) any

legal or equitable right against the Employer or the Plan Administrator. This Plan will be maintained for the exclusive benefit of employees.

**No Tax Advice** - Employees should not accept any statement in this description as tax advice nor should the description be construed as giving tax advice. In all matters concerning taxation, or an employee's personal tax return, the advice of an attorney or qualified tax advisor should be obtained.

## VII

### Statement of ERISA Rights

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

1. Examine without charge, at the Village's office and at other specified locations, all Plan documents, including insurance contracts or other important documents required to be filed by the Plan with the U.S. Department of Labor; and
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator (the Plan Administrator may make reasonable charges for the copies); and
3. Receive a summary of the Plan's Annual Financial Report, if any. The Village is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefits plans. The people who operate your Plan, called "Fiduciaries" of the Plan, have the duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reasons for denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, or were denied benefits, you may file suit in a federal court. If the court were to decide in your favor, it may require the Plan Administrator to provide you the materials. The court may also assess a penalty of \$100 a day until you receive the required data, unless the material was not sent because of reasons beyond the control of the Village.

4/29/15

If it should happen that Plan Fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

It is required that these rights be explained to you, but it is important for you to know that if you were to file a false claim for benefits or a frivolous suit, the court could order you to pay the costs and fees. While these rules are meant to protect your benefits, you should not abuse their use.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor-Management Services Administration, Department of Labor.

## VIII

### **Amendment and Termination of Plan**

The Village reserves the right to change, modify, suspend temporarily or discontinue the Plan at its discretion at any time. However, no amendment may cause any reduction in the amount credited to your account or affect your right to collect a benefit for the portion of the Plan Year prior to the amendment or termination of the Plan.



**VILLAGE OF GREENPORT  
FLEXIBLE BENEFITS PLAN**

**ARTICLE I -- NAME AND PURPOSE**

- 1.1 Name and Purpose of Plan - This Plan will be known as the "Village of Greenport Flexible Benefits Plan."
- 1.2 This Plan is intended to be a "Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code of 1986, as amended from time to time.

**ARTICLE II - DEFINITIONS**

- 2.1 "Administrator" means the person(s) or corporation appointed by the Employer to carry out the administration of the Plan.
- 2.2 "Benefits" means the Plan benefits that are described in Section 4.1.
- 2.3 "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 2.4 "Compensation" means the total cash remuneration received by an Eligible Employee from the Employer during a Plan Year prior to any reductions pursuant to a salary redirection agreement under the terms of this Plan. It will include overtime, longevity, stipends, differentials, bonuses and any form of remuneration to an Eligible Employee for services rendered to the Employer as an employee.
- 2.5 "Dependent" means an individual who qualifies as a dependent of an eligible employee within the meaning of Section 152 of the Code. In the case of health benefits provided pursuant to an insurance policy, the "Dependent" must also be defined as a dependent pursuant to the policy.
- 2.6 "Election Period" means the period beginning two months immediately before the beginning of each Plan Year for the election of benefits and salary redirection.
- 2.7 "Eligible Employee" means any current employee of the Employer who is eligible to participate in the Plan under Section 3.1.
- 2.8 "Employer" means the Village of Greenport.
- 2.9 "Insurer" means an insurance company or health maintenance organization organized or incorporated in any one of the States of the United States which is licensed or authorized by the State of New York to provide a health insurance policy.

2.10 "Insurance Policies" means the agreements between the Village and the various insurers pursuant to which the insurer(s) provide health coverage to Eligible Employees and/or their Dependents.

2.11 "Participant" means an Eligible Employee who voluntarily agrees to participate in the Plan.

2.12 "Plan Contribution" means the amounts paid by Participants or on their behalf during the Plan Year by reducing salary to pay for health benefits. Plan Contributions may be made on a pretax basis in which case the Plan Contributions are not included in the Participant's taxable income for the Plan Year or on an after-tax basis in which case the Plan Contributions are included in the Participant's taxable income for the Plan Year.

2.13 "Plan Year" means the 12-month period starting on January 1 and ending on December 31. The Plan Year will be the coverage period for the benefits provided for pursuant to this Plan.

2.14 "Premiums" means the Participant's cost for health insurance policy coverage.

2.15 "Salary Redirection" means Plan Contributions made by the Employer for a Participant. These are allocated to the Reimbursement Account as authorized by a Participant's election of benefits pursuant to the Plan.

2.16 "Salary Redirection Agreement" is an agreement between the Participant and the Employer in which the Participant agrees to reduce his or her compensation that has not yet been earned by a certain amount and the Employer agrees to contribute that amount to the Plan on behalf of the Participant.

### ARTICLE III - ELIGIBILITY AND PARTICIPATION

3.1 Eligibility - All employees who on the effective date of this Plan and any future employees who are employed by the Village during a Plan Year who satisfy the eligibility requirements of the Village's group medical plan, the terms of which are incorporated herein by reference, and the applicable collective bargaining agreement between the Village and a union representing a unit of employees including the subject employees or, in the case of nonunion employees, Village Board resolution, letter of understanding or employment agreement.

3.2 Participation - Each Eligible Employee may become a Participant in the Plan on the date the employee becomes eligible for health benefits in accordance with the terms of the relevant collective bargaining agreement or Village Board resolution.

3.3 Terms of Participation - By utilizing the Plan, each Eligible Employee agrees to indemnify and save the Village harmless against any and all claims and/or liabilities including attorneys' fees that may arise out of or by reason of action taken or not taken by the Village for

the purposes of complying with Code Section 125 and other relevant law. Participation in the Plan ends if a Participant becomes ineligible, terminates or is discharged from employment or dies, or if the Plan is terminated. All benefits under the Plan will cease at that time except that any rights which the Participant may have pursuant to Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended ("COBRA") and any other State or federal law will survive to the extent provided by these laws.

#### ARTICLE IV - BENEFITS UNDER THE PLAN

##### 4.1 Benefit Options

Each eligible employee may select one of the two options listed below:

1. Direct compensation in the form of salary payment.
2. Salary redirection.

4.2 Benefit Process - Once effective, an election under this section will remain in effect throughout the Plan Year in which it was made. The Eligible Employee's election with regard to premium contributions for medical insurance will remain in effect until the Eligible Employee submits an election form.

4.3 Change In Benefit Elections - Each Eligible Employee will have the opportunity to change his or her benefit election effective on the first date of the subsequent Plan Year. The election will be made on an election form provided by the Administrator and must be made during the Election Period before the start of the Plan Year.

An Eligible Employee may not change any benefit election for a Plan Year unless there is a change of status as provided in: (1) Section 125 of the Code and the rules and regulations issued thereunder, including Treasury Regulation Section 1.125-4; and (2) the applicable insurance policy, provided that the Eligible Employee files the change with the Administrator on an election form and provides the Administrator with any requested forms or documentation within 30 calendar days of the date of the event constituting the change in status. If the Eligible Employee and/or his or her Dependent has either: (i) a termination of Medicaid resulting from a loss of eligibility; or (ii) becomes eligible for premium assistance under Medicaid, the Eligible Employee may enroll in the Plan, provided the Eligible Employee requests coverage within 60 calendar days of the termination or the date the Eligible Employee and/or his or her Dependent is determined to be eligible for assistance.

4.4 Termination of Participation - A Participant may terminate his or her benefit election by notifying the Administrator in writing during the Election Period that he or she does not want to participate in that benefit for the next Plan Year. The employee will then have to wait for the next election period before electing to participate in the Plan.



## ARTICLE V - SALARY REDIRECTION

5.1 Right of Election - An Eligible Employee may elect to receive full salary in cash or to participate in a salary redirection agreement. Unless the Eligible Employee affirmatively states that he or she wishes to receive full salary in cash, he or she will be deemed to participate in salary redirection.

5.2 Salary Redirection Agreement - Under the terms of a salary redirection agreement, a Participant agrees to have deducted from his or her salary an amount which is equal to the Participant's Premiums as required pursuant to the terms of a collective bargaining agreement, agreed to by the Village. The Village agrees to contribute to the Plan as a Plan Contribution allocated for that Participant an amount equal to the amount deducted from the Participant's salary for that purpose. Premiums will be paid on behalf of the Participant from the amount of Plan Contributions allocated to the Participant.

5.3 Term of Election - A Participant will determine salary redirection prior to the beginning of the Plan Year during the Election Period.

5.3 Revocations or New Elections - A salary redirection may not be revoked or changed for a Plan Year unless there is a change of status as provided in: (1) Section 125 of the Code and the rules and regulations issued thereunder, including Treasury Regulation Section 1.125-4; and (2) the applicable insurance policy, provided the Eligible Employee files such change as described in Section 4.3.

5.4 Rules and Regulations - The Administrator may establish reasonable rules and regulations for the determination of amounts of salary redirection for each payroll period and for the implementation of this benefit.

5.5 Application of Premium - As soon as practicable after each payroll period, the Village will apply the salary redirection to the Participant's Premium expense.

5.6 Changes in Premium Rates - The amount of salary redirection will be determined by the Premiums which may increase or decrease during a Plan Year and the rate of contribution to be made by a Participant pursuant to the terms of a collective bargaining agreement, contract, resolution or by virtue of the rate of contribution required of nonunion employees. If insurance costs charged by the insurer increase or decrease during the Plan Year, the amount of salary redirection will be adjusted accordingly.

5.7 Medical Benefits - The medical coverage provided, the types and amounts of benefits, the eligibility for participation and all rights and obligations concerning the terms and conditions of medical coverage and benefits will be determined by the medical plan that is in effect from time to time. Neither the Village nor the Plan make any representations or assume any responsibility for the determination of medical coverage, benefit, eligibility for participation or any other terms

and/or conditions of the medical coverage. Premiums will be determined by the insurer providing the medical coverage.

## ARTICLE VI - BENEFIT CLAIMS PROCEDURE

6.1 Insurance Claims - Claims for benefits that are provided by an insurance contract will be made to the Insurer. If the claim is denied, the Participant will follow the Insurer's claim procedure. Neither the Village nor the Plan make any representations or assume any responsibility for the determination of medical coverage, benefit, eligibility or any other terms and/or conditions of the medical coverage. Under no circumstances will the Plan, the Administrator or the Village be liable for any insurance claim benefit which is denied.

6.2 Noninsurance Claims Review - A review of a denial in whole or in part of a noninsurance claim for benefits under this Plan will be made to the Plan Administrator. Claims must be made within 60 calendar days after denial unless special circumstances require an extension of time for presenting the claim. The Plan Administrator will determine the validity of the claim within 60 calendar days after its receipt. If the Plan Administrator does not make a determination within 60 calendar days, the claim will be deemed to be denied.

6.3 Administrator Authority - The Administrator will have full authority to resolve any and all disputes under this Plan. The Administrator will have full authority to interpret Plan language and to resolve any ambiguities and to determine the application of this Plan.

6.4 Notice of Claim Denial - In the event the Administrator denies a claim in whole or in part, the Administrator will furnish the claimant with a written notice giving the claimant the following information:

- (a) the reason for the denial and reference to the specific Plan provisions upon which the denial is based;
- (b) information or material which the claimant must submit to perfect his or her claim and why this information or material is necessary; and
- (c) an explanation of the Plan Appeal Procedure as set forth in Section 6.4.

6.5 Appeal Procedure - Within 60 calendar days of denial of a claim, the claimant may submit in writing to the Administrator a request for a review of the denial by the Administrator. The claimant will have the right to examine all pertinent documents, submit issues and comments in writing, have counsel of his or her own choice, and submit any relevant evidence.

No later than 60 calendar days after receipt of a request for a review, the Administrator will render a decision in writing. The decision will state the reasons for the decision and will refer to relevant Plan provisions or Code sections upon which it is based. The decision of the Administrator is final and binding.



## ARTICLE VII - ADMINISTRATOR

7.1 Appointment – The Board will appoint the Administrator. At the option and sole discretion of the Board, the Administrator may be a single individual, corporation or committee of three persons.

7.2 Authority and Responsibility of the Administrator - The Administrator will have authority and responsibility to take any reasonable actions necessary to control and manage the operation and administration of this Plan. The Administrator will have the authority to establish rules and regulations that will be applied on a uniform and nondiscriminatory basis to all Participants to fulfill the purposes of this plan.

The Administrator will have the authority to resolve all disputes under this Plan.

The Administrator will have the authority to interpret the language of this Plan and to resolve any and all ambiguities. These determinations will be final.

7.3 Removal of Administrator - The Board may remove any Administrator at any time for any reason by giving written notice to the Administrator.

## ARTICLE VIII - AMENDMENT OR TERMINATION

8.1 Amendment - The Village reserves the right to amend this Plan at any time or from time to time in any manner the Village deems appropriate or advisable subject to Section 8.3. Any amendment to this Plan will be made in writing.

8.2 Termination - The Village established this Plan with the *bona fide* intention that it remain in effect indefinitely. Nevertheless, the Village has no obligation to continue the Plan for any given length of time, and it may terminate the Plan without any liability at any time subject to Section 8.3 and the requirements of Civil Service Law § 200, *et. seq.*

8.3 Participants' Rights - No Plan amendment or termination may affect the right of any Participant to collect a benefit for that portion of the Plan Year or coverage period prior to amendment or termination to the extent such amounts are payable under the terms of the Plan as in effect before the calendar month in which the Plan is amended or terminated.

8.4 Effective Date of Plan Amendment or Termination - Any amendment or termination will take effect only at the end of a pay period.

## ARTICLE IX - MISCELLANEOUS

9.1 Personal Liability - Nothing in this Plan will impose or create any personal liability for any Trustee, the Mayor or their agents acting within the scope of their authority.

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9.2 Gender and Number - Reference to any gender will include the masculine, feminine and gender neutral. The plural will include the singular and the singular the plural where appropriate.

9.3 Construction - The terms of this Plan will be construed in accordance with the laws of the State of New York except to the extent that those laws are preempted by any federal statute or by the laws of any other State.

9.4 No Employment Contract Rights - Neither the establishment of the Plan or any amendment thereto will create any right for any employee to continued employment nor will this be construed as a contract of employment between the Village and the employee.

#### ARTICLE X - ENTIRE AGREEMENT

10.1 - This document sets forth the entire Plan and, except as provided in this Plan, no other employee benefit plan that is now in existence or may be created will be part of this Plan.