



**November 26, 2018 at 7:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944**

236 Third Street  
Greenport NY  
11944

Tel: (631)477-0248  
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**MAYOR**

GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**

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

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- Elizabeth T. Anderson
- Deborah A. Barrett
- Elizabeth A. Donovan
- Emily Louise Halligan
- Pearl S. Brooks-Jones
- Eileen Marie Kiski
- Richard Henry Korn
- Dr. Marie L. O'Shea
- Ann Stanilaus

**ANNOUNCEMENTS**

- The Parade of Lights is scheduled for 5:00 p.m. on December 1<sup>st</sup>, with a rain date of December 2<sup>nd</sup>.
- The Menorah Lighting is scheduled for 5:00 p.m. on December 2<sup>nd</sup>.
- The Village Offices will close at 12 noon on December 24<sup>th</sup>, and will be closed all day on December 25<sup>th</sup>, in celebration of Christmas.

**LIQUOR LICENSE APPLICATION(S)**

- Class Change Application received by Applicant Olive Branch Café, Inc. for the property located at 120 – 122 Front Street

**PUBLIC HEARINGS**

- Wetlands Permit Application submitted by applicant Robert Bohn on behalf of Stirling Cove Condo Association

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 11-2018-1**

RESOLUTION adopting the November, 2018 agenda as printed.

**RESOLUTION # 11-2018-2**

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

**RESOLUTION # 11-2018-3**

RESOLUTION ratifying the following resolution as approved by the Village of Greenport Board of Trustees at the November 15, 2018 Work Session meeting:

RESOLUTION adopting the attached Policy Against Workplace Sexual Harassment as the official Sexual Harassment Policy of the Village of Greenport.

**FIRE DEPARTMENT****RESOLUTION # 11-2018-4**

RESOLUTION approving the purchase of one (1) apparatus ("pumper truck") for the Village of Greenport Fire Department and awarding the contract to Firematic Supply Company, Inc. per the bid opening on October 5, 2018 – in the amount of \$ 708,000.00; to be expensed from Account A.3410.200 (Fire Department Equipment).

**VILLAGE ADMINISTRATOR****RESOLUTION # 11-2018-5**

RESOLUTION authorizing the attendance of Ethan Holland at NEPPA's 2019 Apprentice Program for Apprentice I Training at Northwest Lineman College in Littleton, Massachusetts. Training will be completed in five sessions to be held on January 29, 2019 – February 1, 2019, March 12, 2019 – March 15, 2019, June 5, 2019 – June 6, 2019, August 27, 2019 – August 30, 2019, and October 29, 2019 – November 1, 2019, at a cost of: \$ 3,200.00 for the training classes, a room rate of \$ 155.00 per night, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements per the Village of Greenport Travel Policy; to be expensed from account E. 0785.210 (Employee Training).

**RESOLUTION # 11-2018-6**

RESOLUTION accepting the attached proposal as submitted by AMP LLC - Anthony Portillo, RA dated October 26, 2018 regarding the performance of site plan review services for the Village of Greenport Planning Board.



**RESOLUTION # 11-2018-7**

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator, in the amount of \$ 1,000.00, to be used to set up the required cash drawer / banks for the operation of the Village of Greenport ice skating rink.

**RESOLUTION # 11-2018-8**

RESOLUTION approving an increase in the hourly wage rate for Ethan Holland, from \$ 18.73 to \$ 19.89 per hour, effective November 28, 2018 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 11-2018-9**

RESOLUTION approving an increase in the hourly wage rate for Richard Albanese, from \$ 19.77 to \$ 23.00 per hour, effective November 28, 2018 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 11-2018-10**

RESOLUTION approving an increase in the hourly wage rate for Craig Johnson, from \$ 15.73 to \$ 16.89 per hour, effective November 28, 2018 owing to the completion of a job-related course of study of at least thirty (30) hours or three credits, per Article VII (Salaries and Compensation), Section 9 (c) – Earned Credits – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**VILLAGE TREASURER****RESOLUTION # 11-2018-11**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4012, to appropriate reserves for the purchase of a new landscape body truck for the Road Department, and directing that Budget Amendment #4001 be included as part of the formal meeting minutes for the November 26, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 11-2018-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4013, to appropriate reserves for the purchase of a new landscape body truck for the Electric Department, and directing that Budget Amendment #4002 be included as part of the formal meeting minutes for the November 26, 2018 regular meeting of the Board of Trustees.



**RESOLUTION # 11-2018-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4014, to appropriate reserves to fund the painting of specified, Village-owned buildings in Mitchell Park, and directing that Budget Amendment #4014 be included as part of the formal meeting minutes for the November 26, 2018 regular meeting of the Board of Trustees.

**RESOLUTION # 11-2018-14**

RESOLUTION authorizing Mayor Hubbard to execute all requisite paperwork pertaining to the participation by the Village of Greenport in the Suffolk County Urban County Cooperation Consortium.

**VILLAGE CLERK****RESOLUTION # 11-2018-15**

RESOLUTION rejecting any and all bids received per the bid opening on October 18, 2018 for the purchase of two (2) new or used (2014 or newer) 4500 series plow-capable trucks or equivalent, each with gas-powered engine and stake-side dump body; and ratifying a bid solicitation for the purchase of two (2) new or used (2014 or newer) 4500 series plow-capable trucks or equivalent, each with gas-powered engine and landscape body.

**RESOLUTION # 11-2018-16**

RESOLUTION accepting the bid of Great Neck Ford LLC (d/b/a Tower Ford) in the amount of \$ 43,944.00 per the bid opening on November 15, 2018 for the purchase of a Ford F-450 4x4 solid-side landscape truck for the Road Department, to be expensed from Account H.5110.201.

**RESOLUTION # 11-2018-17**

RESOLUTION accepting the bid of Great Neck Ford LLC (d/b/a Tower Ford) in the amount of \$ 43,944.00 per the bid opening on November 15, 2018 for the purchase of a Ford F-450 4x4 solid-side landscape truck for the Electric Department, to be expensed from Account E.0384.

**RESOLUTION # 11-2018-18**

RESOLUTION approving the Public Assembly Permit Application submitted by Elizabeth Mandara on behalf of the United States Power Squadron District 3, for the use of a portion of Mitchell Park from 9 a.m. through 11 p.m. from July 25, 2019 through July 28, 2019 for the annual Rendezvous for District 3.

**RESOLUTION # 11-2018-19**

RESOLUTION approving the attached Village of Greenport Fire Department Length of Service Awards Program Plan Document and Summary of Program Provisions as amended, to raise the Length of Service Awards Program service cap from thirty years to forty years, and authorizing Mayor Hubbard to sign the Notice of Amendment.



**RESOLUTION # 11-2018-20**

RESOLUTION approving the attached SEQRA resolution regarding the proposed amendment to Chapter 132 (Vehicles and Traffic), Section 50, Schedule XII (Loading Zones) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

**RESOLUTION # 11-2018-21**

RESOLUTION adopting Local Law # \_\_\_\_\_ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic), to create a loading zone on the south side of Central Avenue, 62 feet from the corner of Main Street, extending a distance of 12 feet in length, and 8 feet wide.

**RESOLUTION # 11-2018-22**

RESOLUTION approving the attached SEQRA resolution regarding the Wetlands Permit Application submitted by John V. Halsey on behalf of Peconic Land Trust, Inc.; adopting lead agency status, determining the approval of the Wetlands Permit Application to be an Unlisted Action, 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 negative declaration for purposes of SEQRA.

**RESOLUTION # 11-2018-23**

RESOLUTION approving the Wetlands Permit Application submitted by John V. Halsey on behalf of Peconic Land Trust, Inc. per the public hearing held on May 25, 2017; to perform shoreline restoration including approximately .4 acres of shoreline and adjacent upland; and further accepting the Conservation Advisory Council recommendation of a two-year permit expiration, with the project details to be re-submitted for approval in the event that the applicant modifies the design in any way during the two-year term.

**RESOLUTION # 11-2018-24**

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club, Ltd. for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Hockey Club, Ltd.

**RESOLUTION # 11-2018-25**

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Open Hockey League.

**RESOLUTION # 11-2018-26**

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 11-2018-27**

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 11-2018-28**

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 11-2018-29**

RESOLUTION authorizing the solicitation of quotes for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

**RESOLUTION # 11-2018-30**

RESOLUTION authorizing the solicitation of quotes for a requirement contractor, with a unit price schedule for hourly, half-day and daily rates for one (1) worker, one (1) worker with a back hoe, two (2) workers, two (2) workers with a back hoe, including regular time and overtime, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

**RESOLUTION # 11-2018-31**

RESOLUTION awarding the contract for the replacement of the roof at the Station One Firehouse to the lowest bidder - Dave Murray Construction, Inc. per the bid opening on October 19, 2018 - in the amount of \$ 74,500 - to be expensed from Account A.3410.412 (Fire Repair and Maintenance - Buildings); and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Dave Murray Construction, Inc. for the replacement of the roof at the Station One Firehouse.



**VOUCHER SUMMARY****RESOLUTION # 11-2018-32**

RESOLUTION approving all checks per the Voucher Summary Report dated November 16, 2018, in the total amount of \$ 869,717.99 consisting of:

- o All regular checks in the amount of \$ 745,211.83, and
- o All prepaid checks (including wire transfers) in the amount of \$ 124,506.16.

## **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](http://www.dhr.ny.gov). Individuals can contact the DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://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](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto: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](http://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?

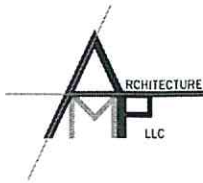
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 36<sup>th</sup> 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', is written over the typed name.

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         |
| <b>Total Amount:</b> |                           | <b>208,000.00</b> |

# VILLAGE OF GREENPORT

## Budget Adjustment Form

|              |  |             |            |             |            |                       |            |
|--------------|--|-------------|------------|-------------|------------|-----------------------|------------|
| Year:        | 2019   | Period:     | 11         | Trans Type: | B2 - Amend | Status:               | Batch      |
| Trans No:    | 4013   | 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 ELECTRIC DEPARTMENT |             |            |             |            | Account # Order:      | No         |
|              |  |             |            |             |            | Print Parent Account: | No         |

| Account No.          | Account Description       | Amount            |
|----------------------|---------------------------|-------------------|
| E.5990               | APPROPRIATED FUND BALANCE | 52,000.00         |
| E.0384               | TRANSPORTATION EQUIPMENT  | 52,000.00         |
| <b>Total Amount:</b> |                           | <b>104,000.00</b> |





**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

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# 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 120<sup>th</sup> 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

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**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 1<sup>st</sup> 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



STATE OF NEW YORK )  
 )ss:  
COUNTY OF SUFFOLK )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ described in and which executed the foregoing instrument.

(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF SUFFOLK )

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

(SEAL)

\_\_\_\_\_  
Notary Public

## 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 1<sup>st</sup> 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

