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VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK
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BOARD OF TRUSTEES
REGULAR SESSION

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Third Street Firehouse
Greenport, New York

August 22, 2019
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: Call the meeting to order
3 with the Pledge to the Flag.

4 (All Stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Max George Dabler, Alex
7 Giorgi, Louise Washington Smiley, Percy Wilson.

8 (All Remained Standing for a Moment of
9 Silence)

10 MAYOR HUBBARD: Thank you. You may be
11 seated.

12 Okay. We have a couple of announcements.
13 Just to let everybody know, 4 o'clock this
14 afternoon the AC was on, everything was cool and
15 comfortable in here. Came back in at 6:30 and
16 not working so well. So it's a little warm, but
17 we'll tolerate it, then one more week.

18 Okay. A couple of announcements. The
19 Village Offices will be closed on September 2nd
20 in celebration of Labor Day.

21 The annual Maritime Festival will be held
22 from September 20th through September 20th.

23 TRUSTEE ROBINS: Twenty-second.

24 MAYOR HUBBARD: That's all we got on
25 announcements.

1 CLERK PIRILLO: Excuse me, Mr. Mayor. We
2 actually have another announcement.

3 MAYOR HUBBARD: Okay.

4 CLERK PIRILLO: If I may. I wanted to take
5 a moment on behalf of the Board of Trustees, the
6 Management Staff and Attorney Prokop to wish you
7 a very happy birthday.

8 MAYOR HUBBARD: Oh.

9 TRUSTEE MARTILOTTA: Awww.

10 CLERK PIRILLO: And to thank everyone in
11 advance for their abbreviated comments so that
12 you can celebrate it.

13 *(Laughter and Applause)*

14 MAYOR HUBBARD: Well, thank you very much.
15 Okay. We'll move on to public hearings.

16 A public hearing regarding a proposed
17 amendment to Chapter 150 (Zoning), Section
18 7(B)7(c) - Bed and Breakfasts - of the Village of
19 Greenport Code.

20 The public hearing has been noticed in the
21 paper. Anybody who wishes to address this public
22 hearing, your name and address for the record.
23 Come on up and you can comment on this public
24 hearing at this time. Mr. Corwin.

25 MR. CORWIN: My name is David Corwin,

1 C-O-R-W-I-N. And I've heard several times from
2 attorneys that the State of New York says you can
3 have five rooms in a Bed & Breakfast, so have
4 five rooms. And I think they're saying that
5 because they don't want to defend the lawsuit
6 brought against the Village of Greenport.

7 And I just want to point out as far as that
8 five rooms and the State of New York, the reason
9 the State of New York did that was for fire
10 safety. They made a definition, Bed & Breakfast,
11 five rooms, you need certain kind of equipment.
12 After that, you would go up to a hotel or
13 something where you would need more equipment.
14 So to me, the argument that I've heard, the State
15 of New York says five, I don't see why that has
16 anything to do with the Village of Greenport.

17 And the other thing I want to say about
18 this, I mean, Mr. Mayor, you acknowledged at the
19 work session this was to make a lawsuit go away.

20 MAYOR HUBBARD: Uh-huh.

21 MR. CORWIN: If you let Pat Moore buffalo
22 you on this, she is going to own the Village of
23 Greenport. So my request is that you leave
24 Bed & Breakfasts at three rooms. I don't want a
25 hotel on my block. There's enough tourists and

1 people coming to Greenport now as it stands.

2 Thank you.

3 MAYOR HUBBARD: Anybody else wish to
4 address the Board? Mr. Tasker.

5 MR. TASKER: Good evening. Arthur Tasker
6 from Beach Street in Greenport.

7 Just following on for a moment on
8 Mr. Corwin's comments, the -- it's very clear
9 that the five bedroom rule of New York State has
10 only to do with the Uniform Fire Prevention and
11 Building Code. It has nothing to do with the
12 quality of life, it has nothing to do with the
13 changes that might come in the neighborhood from
14 permitting Bed & Breakfasts of any size. It has
15 nothing to do with any of the factors that need
16 to be, that are supposed to be considered when
17 the Zoning Board is looking at a request for a
18 variance from a greater than permitted three
19 rooms.

20 Now the Mayor, as Mr. Corwin pointed out,
21 the Mayor indicated the other night in response
22 to my question, I asked him, "I hope someone can
23 assure me that this change in the number of
24 bedrooms is not in order to dodge a couple of
25 Article 78's. Can someone give me that

1 assurance?" And Mr. Mayor answered, Mr. Hubbard
2 answered as follows: "No, I cannot give you that
3 assurance. There's mechanisms in our code so
4 that people can feel" -- "appeal the ruling of
5 three. If they want to advance it to four...it
6 goes to the Board," presumably the Zoning Board.
7 "The Board chose not to go by the code." That's
8 incorrect. The code says three, and the Zoning
9 Board held it at three and did not give a
10 variance to increase the number of --

11 TRUSTEE PHILLIPS: That's not true.

12 MR. TASKER: -- bedrooms permitted in
13 the --

14 TRUSTEE PHILLIPS: That's not how the
15 determination is.

16 MR. TASKER: -- Bed & Breakfast in
17 question. So that's why it came back and that's
18 why -- where we are now.

19 TRUSTEE PHILLIPS: That's not how the
20 determination is.

21 MR. TASKER: What came back was that the
22 applicant was dissatisfied with the -- with the
23 refusal of the Zoning Board to grant the
24 variance, so they've sued the Village trying to
25 get that reversed. Don't blame the Zoning Board

1 for enforcing the existing code as far as the
2 number of rooms are concerned. Moreover --

3 TRUSTEE PHILLIPS: Mr. Tasker, I'm sorry, I
4 need to correct you, and I need to ask you a
5 question. First of all, neither you nor
6 Mr. Corwin acknowledged the fact that you're both
7 members of the Greenport Zoning Board of Appeals.

8 MR. TASKER: Yes.

9 TRUSTEE PHILLIPS: Okay? And number two --

10 MR. TASKER: That should be well known,
11 but yes.

12 TRUSTEE PHILLIPS: Well, it should actually
13 be acknowledged on record.

14 And number two, I do believe that the
15 Article 78 is -- the Article 78 is dealing with
16 the Zoning Board of Appeals and not the Village
17 Trustees.

18 MR. TASKER: I've never seen it.

19 TRUSTEE PHILLIPS: Well, it says -- I've
20 seen it and it says the Zoning Board of Appeals.
21 That's -- the Article 78 is against that Board.

22 MR. TASKER: And your point is?

23 TRUSTEE PHILLIPS: The point is, is just I
24 would like it corrected on the record, that's
25 all.

1 MR. TASKER: I fail to see your point.
2 There's an Article 78 in opposition to the
3 decision of the Zoning Board. The Zoning Board
4 took into account many more factors than the
5 State Fire Code takes into account, which is
6 simply fire safety.

7 The other dimensions of it, the changes,
8 the only change that is being called for in this
9 amendment to the Zoning Code is the number of
10 rooms that are permitted in a Bed & Breakfast.
11 They're changed -- it is to be changed from three
12 to five rooms. None of the other provisions of
13 the Bed & Breakfast law are -- have been
14 considered, are being taken into account. I'm
15 talking specifically of, for example, the square
16 footage of the building. You're -- if you're
17 going to permit an additional two more rooms in a
18 Bed & Breakfast of 200 -- of 120 square feet
19 each, that's more than a 10 -- upwards of more
20 than a 10% increase in the total usage of the
21 building. There should be some consideration
22 made to increase the size of the building
23 requirements in order to permit the greater
24 number of rooms.

25 But I think kind of in synch with what

1 Mr. Corwin said, this is throwing the baby out
2 with the bath water. You're about to change the
3 building and breakfast -- the Bed & Breakfast
4 code for the entire Village of Greenport. That
5 has been argued and debated from the time that
6 the ordinance was first adopted. I don't
7 remember when that was, back in the '80s or '90s.
8 I have no idea -- recollection of when that was.
9 But that was debated and it was -- and it was set
10 at three, because that was what was felt by the
11 then Board of Trustees and the population of the
12 Village who spoke in favor of the B&B ordinance
13 that that was the appropriate number.

14 So to change the entire code to escape an
15 Article -- one Article 78 is really throwing the
16 baby out with the bath water. I do not think
17 that that is good legal strategy. Your Attorney
18 has advised you otherwise, I guess, or you
19 wouldn't be doing this. But all you have to do
20 is simply not answer the complaint and leave
21 the -- and leave the code exactly like it is.
22 But, instead, you're going to burden the entire
23 Village of Greenport with a law -- with an
24 ordinance that nobody wants and no one thinks is
25 appropriate. Thank you.

1 TRUSTEE ROBINS: Mr. Tasker.

2 MAYOR HUBBARD: Okay.

3 TRUSTEE ROBINS: I have a question.

4 MAYOR HUBBARD: Go ahead.

5 MR. TASKER: Sure.

6 TRUSTEE ROBINS: You came up to make a
7 comment as a private citizen about a law that
8 we're considering.

9 MR. TASKER: Yes.

10 TRUSTEE ROBINS: But you also interjected
11 an Article 78 against you as part of the ZBA.

12 MR. TASKER: I'm not -- I am not personally
13 an object of that suit.

14 TRUSTEE ROBINS: I mean, I thought the
15 Article 78 is against, you know, the Board.

16 MAYOR HUBBARD: Yes, the Zoning Board of
17 Appeals has been served with an Article 78 --

18 TRUSTEE ROBINS: Right.

19 MAYOR HUBBARD: -- for the record.

20 TRUSTEE ROBINS: I thought we were advised
21 not to discuss Article 78's, you know, that those
22 are legal matters. So you kind of mixed a couple
23 of things here in your comments.

24 MR. TASKER: And do you have a problem with
25 that?

1 TRUSTEE ROBINS: I might, you know. You
2 know, like I said, I have to talk -- I have to
3 ask -- I'm going to defer to Joe Prokop for that.

4 MR. TASKER: Explain and I'll -- explain
5 and I'll retract my remarks.

6 ATTORNEY PROKOP: I just want to point out,
7 because I'm being quoted here for advice I gave
8 to the ZBA, if I'm not mistaken, by Mr. Tasker.
9 I don't represent the ZBA. The lawsuit is
10 against the ZBA. I don't represent the ZBA in
11 the lawsuit. I do represent the Board of
12 Trustees, and I recommend that you don't discuss
13 the litigation.

14 TRUSTEE ROBINS: That's all I was talking
15 about.

16 MR. TASKER: When I asked Mr. -- Mayor
17 Hubbard about this last week, the answer was, "So
18 by advice of Legal Counsel to the Planning Board,
19 Zoning Board and Village Attorney that this is a
20 way to rectify the issue and just mirror State
21 Code." So I don't think what you just said is
22 correct, Mr. Prokop.

23 ATTORNEY PROKOP: What is -- what is what
24 I -- excuse me, I'm not --

25 MR. TASKER: The Mayor said, in answer to

1 my question of whether this was just a way to get
2 out from under a couple of Article 78's, "So by
3 advice of Legal Counsel to the Planning Board,
4 Zoning Board and Village Attorney that this is a
5 way to rectify the issue and just mirror State
6 Code." But you're diddling around with
7 procedural niceties and stuff like that.

8 The point of it is the Village didn't want
9 more than three rooms in a B&B. They haven't
10 wanted it on several other occasions when there
11 have been attempts to change it, and now you're
12 going to throw the baby out with the bath water
13 to get rid of a lawsuit that you could just as
14 well walk away from or settle, as we're very
15 accustomed to doing.

16 Thank you. Any further questions?

17 (No Response)

18 MR. TASKER: Thank you.

19 MAYOR HUBBARD: No. Okay. I have a
20 comment that I want to just read from the March
21 Zoning Board of Appeals meeting. This is the
22 verbatim minutes that was from that meeting, and
23 it states, "I disputed then, I dispute it now.
24 The Village Board held two public hearings. At
25 both public hearings, they decided to leave it at

1 three. I don't understand -- I don't understand
2 how it could be construed that they kicked the
3 can down the road.

4 The other thing I would like to say, this
5 is border -- this is not borderline. This is --
6 for us to do this, this is legislating. We're an
7 administrative board. The legislative body of
8 the Village decided that three rooms was the
9 maximum a Bed & Breakfast was allowed to have.
10 I'm not opposed to five rooms, I'm just opposed
11 to -- I'm not a Trustee, I'm a member of the
12 Zoning Board of Appeals, we don't legislate."

13 That's from the Chairman of the ZBA. It
14 continues on with another member of the ZBA.
15 "It seems we should be sending a message to the
16 Board," meaning the Board of Trustees, "that
17 they've got to look at this again and take
18 action."

19 It goes on further to say, "I'm not opposed
20 to sending the Village Board a note or a
21 recommendation. But I don't think we're
22 Legislators. I think that falls squarely on
23 their shoulders."

24 "I go back to the point, none of us ran for
25 the Village Board."

1 "To be surprised how I vote, but I'm only
2 one vote."

3 The Village Attorney that -- all right.
4 The Zoning Board of Appeals Attorney, excuse me
5 let me word that correctly.

6 "MR. CONNOLLY: It's not -- what you're
7 doing is not a legislative action, you're not
8 usurping the authority of the Village Board.
9 This code section is under the Zoning Code of the
10 Village of Greenport, and the Zoning Board of
11 Appeals has the right to grant a variance or deny
12 a variance to anything that falls under the
13 Zoning Code."

14 That is from Robert Connolly, the Zoning
15 Board Attorney.

16 Comment back from the Chairman, "I think
17 that is legislating."

18 "But that's not for us to interpret. It's
19 somebody" -- "if somebody wants us to interpret,
20 ask us for an interpretation -- my opinion, if
21 somebody wants to ask this Board for an
22 interpretation of how the short-term rental law
23 relates to B&B law, and the deficiencies, or how
24 it relates to zoning, I'm glad this Board is five
25 free-thinkers, I'm sure we'd be glad to take that

1 up. But as it stands now, I'm opposed to
2 legislating."

3 So the Zoning Board asked the Village Board
4 to take up this matter by two members that spoke
5 publicly about it. They never said anything
6 else, they just said, "You're supposed to
7 legislate, not us, take care of this." We're
8 taking care of that.

9 That's from your minutes, your meeting,
10 that's what you said on record, and that's all
11 we're going by. We're doing our job to legislate
12 so you don't have to.

13 The Attorney at the time that was
14 representing the ZBA felt that it was in your
15 juris -- your right to vote and grant a fourth
16 room to this one piece of property. And we
17 took -- the Zoning Board said send it back to us.
18 It came back to us, we talked about it, and this
19 is where we went. That's from the minutes that I
20 have. So I'm just reading that into the record.

21 Hold on, Mr. Tasker. Mrs. Moore had her
22 hand up before you. Let her speak, please, and
23 then you can come back up.

24 MS. MOORE: Thank you very much. Patricia
25 Moore.

1 I -- we are not here to litigate the
2 Article 78, you are correct. And the -- your
3 Village Attorney is absolutely correct, there is
4 no intention here to discuss that, that case,
5 that case is in litigation. What we are here to
6 do is to support this, this proposed change.
7 One, it is in your purview. You are the
8 legislative body, and you're the ones who are to
9 decide how many rooms are appropriate.

10 What has occurred since 1991, when the
11 first law was adopted, is that now you have
12 approved short-term rental. In your short-term
13 rental law, you allow owner-occupants to rent
14 their home, whether it's the second part of their
15 house, a two-family, or the balance of their
16 rooms.

17 What the State Building Code allows as a
18 matter of fire code issues is that someone who
19 has a short-term rental can rent up to five
20 rooms, provided that it is owner-occupied. That
21 is precisely what B&Bs are doing. And what has
22 occurred is that the difference between the new
23 legislation of the short-term rental law has
24 penalized the B&B operators. And they, the B&B
25 operators, have to go through a process, whereas

1 a short-term renter has no process to go through.
2 And that was an objection and a point that we
3 made early on, that it appeared to be something
4 that the Village Board should correct and
5 rectify, in fairness to the B&B community.

6 So we're very happy that you're bringing it
7 up. We hoped that we could get relief from the
8 Zoning Board. When that is not possible, this
9 Board has the ultimate say, and we really do hope
10 that you will change the code.

11 Certainly, the applicability of a B&B in a
12 particular property will depend on another --
13 number of bedrooms that it has, the adequacy of
14 its parking. There are -- the conditions that a
15 B&B has was site plan conditions, and they're all
16 still applicable today, and they are all very
17 relevant.

18 The issue is merely the number of rooms.
19 And we, the B&B community, and my client merely
20 ask for the fairness and for the same rules that
21 an owner-occupant of a short-term rental would be
22 entitled to apply for without the need for any
23 site plan. So keeping that in mind, that is why
24 we are very hopeful that the Board will adopt
25 this, so that it takes it out of the hands of the

1 Zoning Board and leaves it to a site plan process
2 that will address the operational issues, and the
3 parking issues that are what affect the
4 community, rather than whether or not a room
5 should or should not be rented.

6 The only difference between a short-term
7 renter and a B&B is muffins, because that's about
8 the only difference. One provides for a
9 breakfast, which is typically a simple
10 continental breakfast, versus a short-term renter
11 who has no obligation to provide anything. So
12 with that in mind, we hope that you will
13 support it.

14 We also delivered from Northport -- North
15 Fork Promotional Council a -- I think it was
16 North Fork Promotional, yes.

17 MAYOR HUBBARD: Yes.

18 MS. MOORE: A letter in support, and we ask
19 that that be read into the record as well. Thank
20 you.

21 MAYOR HUBBARD: Okay. Thank you.

22 Mr. Tasker.

23 MR. TASKER: The Zoning Board of Appeals,
24 as was said extensively by our Chairman, and
25 others perhaps at that meeting, is that we're not

1 Legislators. We hoped, expected that the Village
2 Board of Trustees would take into account the
3 wishes of the Village that had been expressed
4 since 1991, and on several separate occasions,
5 not to change the number from three to five. I
6 think we thought we were relying on your wisdom
7 in following the wishes of the people of the
8 Village of Greenport, but, apparently, that's not
9 to be the case.

10 One thing I failed to mention, just as an
11 aside, one of the requirements of the State with
12 respect to Bed & Breakfasts is that one-family
13 dwelling -- "A Bed & Breakfast is a one-family
14 dwelling converted to owner-occupied
15 Bed & Breakfast dwelling with five or fewer guest
16 rooms. Owner-occupied lodging houses" -- this is
17 an exception. "Owner-occupied lodging houses
18 with five or fewer guest rooms shall be permitted
19 where equipped with a fire sprinkler system." To
20 my knowledge, that is not a requirement, nor has
21 it been imposed on any of the Bed & Breakfasts in
22 this Village. So they are all in violation of
23 the law with respect to the fire code, because,
24 to my knowledge, none has a sprinkler system.

25 Thank you.

1 MAYOR HUBBARD: Thank you. Any other
2 comments on this public hearing?

3 MR. CORWIN: David Corwin. Trustee
4 Phillips pointed out that I'm a member of the
5 Zoning Board of Appeals. I didn't receive any --
6 was not served with any papers for this. I
7 didn't know who's named on it. I did not get any
8 papers from the Village about it. I did not see
9 the papers involved in it. So what's that got to
10 do with me being on the ZBA if I didn't even see
11 the papers and know who they were drawn up
12 against?

13 Mr. Prokop says you shouldn't be discussing
14 anything about this because it's litigation.
15 Doesn't seem like it's litigation to me, it seems
16 like it's a slam dunk. But I made an offer in
17 Executive Session the Zoning Board had that would
18 have accommodated Mrs. Miller and I was laughed at.

19 MAYOR HUBBARD: Okay. We will find out why
20 the ZBA was not notified of the pending lawsuit.
21 I don't know why that did not go through. If
22 that's what they're saying, I'll check with the
23 other Board Members. You should have been
24 notified about it, because a lawsuit was filed
25 against all members of the ZBA. The Village

1 Administrator will check with the Clerk to the
2 Boards tomorrow and the ZBA Attorney to find out
3 why that is so.

4 I thought you had all seen that paperwork.
5 It's very discouraging that you had not and you
6 did not know about that before this came up. We
7 will find that out tomorrow, and the Village
8 Administrator will contact all members of the ZBA
9 tomorrow and let them know what happened.

10 All right. Chatty, you wanted to speak?

11 MS. ALLEN: Chatty Allen, Third Street.

12 I'm not really in favor of having the code
13 changed. I don't feel it needs to be changed.
14 As far as I'm looking around the room, where are
15 all our B&B owners if they really wanted this
16 changed? There's one owner here. I'm not sure
17 how many we actually have within the Village.
18 And most of the B&Bs really don't have the room
19 to pass all of the regulations they have to do to
20 be able to accommodate more than three rooms.

21 I've only heard one person speak for this.
22 I'm the third person that's saying I don't feel
23 you should change this. Somebody went before a
24 Board, they didn't like what they wanted, so now
25 they want the code changed. That's fine, but it

1 still comes down to the members of the Village.
2 Their wishes should outweigh anything else. And
3 I think if the B&B owners felt so strongly to
4 have you change the code, they would be filling
5 this room. They have filled it before when
6 changes have been -- have come up, or when
7 things -- I'm sorry?

8 TRUSTEE PHILLIPS: I'm sorry. Finish,
9 Chatty, and then I'll -- I need to ask you a
10 question after you're finished.

11 MS. ALLEN: Go ahead, you can ask.

12 TRUSTEE PHILLIPS: Okay. What I'm hearing,
13 and I think the Mayor, the Mayor said it quite
14 aptly in reading the minutes, is that the Village
15 Board, upon reading the minutes from the ZBA in
16 reference to this particular portion of the code,
17 okay, is what prompted this to come before us,
18 because it was the ZBA members in the --

19 MS. ALLEN: I understand that.

20 TRUSTEE PHILLIPS: Okay.

21 MS. ALLEN: I understand why you brought it
22 forward.

23 TRUSTEE PHILLIPS: It's not the B -- the
24 B&B -- the B&Bs did not present this as a
25 request. This was done --

1 MS. ALLEN: I didn't say that they did.

2 TRUSTEE PHILLIPS: Well, you kind of were
3 leading. Maybe I misunderstood you, okay.

4 MS. ALLEN: No, no, no.

5 TRUSTEE PHILLIPS: Okay.

6 MS. ALLEN: My feeling is, yes, it was
7 brought to your attention, maybe it should be
8 changed. And it was posted that there was going
9 to be a public hearing this evening about
10 possibly changing from three rooms to five, okay?
11 I understand this is the Board's decision to do
12 this, whether you're going to change or not.
13 What I was trying to put across is if the B&B
14 owners were for this, wouldn't you think they
15 would come before the Board tonight to say, "Yes,
16 we want this changed"?

17 TRUSTEE PHILLIPS: Chatty, you also could
18 have a whole room full of people who -- who
19 should be here other than three saying that they
20 don't want the change either. You could use that
21 both sides, okay? There's only -- you know, I
22 don't see a room full of people here on the whole
23 subject to begin with, okay? But what I'm trying
24 to say is we can't be coming out and saying that
25 it's a particular B&B owner that is requesting

1 this, and that's what I'm hearing tonight, is
2 that -- you know, that's what I heard.

3 MS. ALLEN: I didn't say that.

4 TRUSTEE PHILLIPS: Okay. But that's --

5 MS. ALLEN: I said only one owner is here.
6 I said nothing about them wanting the request.

7 TRUSTEE PHILLIPS: Okay. I'm just -- as I
8 said, this was started by all of us reading the
9 ZBA minutes. It was started by the discussion
10 from the ZBA, and that's why it's before us,
11 because that is what we do. We're supposed to
12 look at legislation, we're supposed to look at
13 codes. And if it -- if it needs something to be
14 changed, then we go out for a public hearing,
15 okay?

16 MS. ALLEN: You know --

17 TRUSTEE PHILLIPS: I'll say that I only --
18 I only heard, you know, B&B, one B&B owner here,
19 okay? But I don't -- I have to defend the Mayor
20 in the fact that he read the minutes the same way
21 I did, and we all took it that, okay, the ZBA is
22 telling us that they're having a problem with
23 this. Let us take a look at it and put it out
24 and get comments.

25 MS. ALLEN: Yeah. I'm not putting any of

1 you down for doing this. You know, I commend you
2 for listening to what the Boards are saying.

3 MAYOR HUBBARD: Okay.

4 MS. ALLEN: I don't have a problem with you
5 entertaining the thought. But I thought a public
6 hearing was for the public to be able to say
7 whether they're for this or not for this.

8 TRUSTEE PHILLIPS: That's exactly what it
9 is. That's right, that's exactly what it's for.
10 I'm saying --

11 MS. ALLEN: And that's why I'm saying I'm
12 not for this. I understand why this is coming
13 up. I was at the ZBA meetings. You guys know I
14 go to all meetings, so I hear what is said at
15 every meeting. But I guess I didn't get the
16 point across, that if you're going to change
17 something that affects B&B owners in their favor,
18 I am -- you know, there's no one here to say,
19 "Yes, we need this, we want this." That's my
20 point, that's it.

21 TRUSTEE PHILLIPS: Okay.

22 MS. ALLEN: I'm not disparaging this Board
23 at all. You guys do an amazing job. I was at
24 the ZBA meeting when that went back and forth
25 about that, okay? And you guys took it up. I

1 have no problem with this at all, with the public
2 hearing. My point was I don't know how many B&Bs
3 there are, but only one owner is here to speak up
4 for the change, that's all. Okay?

5 MAYOR HUBBARD: If I can clarify a few
6 things on that. I believe there's seven B&Bs in
7 the Village. When this, when our -- we changed
8 the code, and everything else, and put in that
9 you could appeal to the Zoning Board of Appeals,
10 one B&B owner did appeal to them, was given
11 permission to add a fourth bedroom --

12 MS. ALLEN: Yes.

13 MAYOR HUBBARD: -- back, I think it was
14 four years ago, and that was done. The other six
15 B&Bs are too small. They don't have six
16 bedrooms, so they could not go to that.

17 MS. ALLEN: Right.

18 MAYOR HUBBARD: So this all came up because
19 one was approved four years ago, one was denied
20 three-and-a-half years later, and that's why it
21 came up. And the Zoning Board asked us to
22 legislate it to make it correct across the board,
23 because one was approved four years ago, and now
24 a different Board, and they voted a different
25 way, and that's why it came up and that's why we

1 took up the process on it. That's all it was.

2 Just to clarify where it went, and
3 everybody was opposed before. That's why we put
4 it in the section you can appeal, and somebody
5 did appeal it, one that was -- I believe it was
6 up on Main Street, and they appealed and they got
7 permission to have their fourth room.

8 MS. ALLEN: Yes.

9 MAYOR HUBBARD: And so --

10 MS. ALLEN: I was at all those meetings and
11 the public hearings.

12 MAYOR HUBBARD: Okay. So that's -- I'm
13 just clarifying where it all came from and where
14 we're at today.

15 MS. ALLEN: And there was public support
16 for that from Village Members.

17 MAYOR HUBBARD: Right. And now -- but
18 there's only one other person it pertains to.
19 The other five, they don't have enough bedrooms,
20 that they couldn't do it anyway, so it would not
21 affect them, so they are not here. I'm defending
22 them, saying it's not going to affect them. If
23 you have a four bedroom house, you can't go to
24 five bedrooms.

25 MS. ALLEN: Okay.

1 MAYOR HUBBARD: So it doesn't pertain to
2 the other five, so that's probably why they're
3 not here, because it would not affect them. So
4 I'm defending them, saying they're not here
5 because it doesn't pertain to them.

6 MS. ALLEN: Okay. That, I get that.

7 MAYOR HUBBARD: That's the only reason I'm
8 explaining that.

9 MS. ALLEN: I was at both ZBA meetings when
10 the two different ones were there.

11 MAYOR HUBBARD: Okay.

12 MS. ALLEN: And I understood the ZBA's
13 reasoning, so --

14 MAYOR HUBBARD: That's fine. Okay.

15 MS. ALLEN: I'm just saying I personally do
16 not feel we need to change the code. Thank you.

17 MAYOR HUBBARD: Perfect. Thank you.

18 TRUSTEE CLARKE: Mayor, if I may.

19 MAYOR HUBBARD: Yeah, go ahead.

20 TRUSTEE CLARKE: I would also just put
21 forth for the record that perhaps the public on
22 both sides of this issue might be fatigued from
23 the 10 years of conversation on this subject,
24 which might affect the attendance here.

25 MAYOR HUBBARD: Okay. Thank you. All

1 right. Any other discussion on the public
2 hearing?

3 TRUSTEE MARTILOTTA: No, sir.

4 TRUSTEE PHILLIPS: No.

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

7 TRUSTEE MARTILOTTA: Second.

8 TRUSTEE CLARKE: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried. We will
18 discuss that at our work session next month.

19 Okay. A public hearing regarding the
20 Wetlands Permit Application of Costello Marine
21 Contracting on behalf of Rosemary Gutwillig of
22 109 Bay Avenue to resheathe 265' of face of
23 existing bulkhead, remove 37' of existing
24 concrete and stone seawall and construct 37' of
25 new southwest bulkhead in-place.

1 We've got the -- the whole application is
2 here. The CAC did weigh in on this. They
3 recommended that it should be a two-year permit
4 limit, a limit of two years on the permit, and
5 all native species that are disrupted during
6 construction are replanted back in place, was the
7 only recommendations that the CAC had. Okay?

8 So I'll open up the public hearing.
9 Anybody from the public wish to comment on this?
10 I see the contractor is here, so just in time.
11 You were timing us out.

12 MR. COSTELLO: That was the time right
13 there. I'm just here to answer any questions.
14 It's a pretty simple application, so.

15 MAYOR HUBBARD: Yeah, it's -- any
16 questions?

17 MR. COSTELLO: Oh, Jack Costello, Costello
18 Marine. Peter, any questions?

19 TRUSTEE CLARKE: No. The only question I
20 had was addressed by the CAC.

21 TRUSTEE ROBINS: Right, and me the same, so
22 everything looks fine.

23 MAYOR HUBBARD: Any other discussion?
24 Anybody else wish to comment?

25 TRUSTEE PHILLIPS: Pretty simple.

1 MAYOR HUBBARD: Thank you, Jack. All
2 right. I'll close the public hearing and
3 we'll --

4 TRUSTEE PHILLIPS: Yep.

5 MAYOR HUBBARD: -- take care of that next
6 month.

7 MR. COSTELLO: Talk about timing.

8 MAYOR HUBBARD: Second?

9 TRUSTEE PHILLIPS: Second it.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Okay. Public to address the Board on any
20 topic. Anyone from the public with to address
21 the Board? Mr. Corwin.

22 MR. CORWIN: David Corwin. If you go down
23 to Moores Lane, the west side of Moores Lane, the
24 reservoir, east of the reservoir, or, as
25 Mr. Pallas referred to it in January, the pond,

1 originally it was a reservoir for the water
2 system. But I want you to go to the east side of
3 that, between Moores Lane and the reservoir, some
4 trees have been girdled there. I see why
5 somebody would girdle some of the pine trees, as
6 they were shabby, dying trees, but there was some
7 beautiful trees there that have been girdled and
8 I would like to know why. Thank you.

9 MAYOR HUBBARD: Okay.

10 ADMINISTRATOR PALLAS: I'll find out.

11 MAYOR HUBBARD: Okay. We'll take a ride
12 down there. The Village will make sure to take a
13 ride down there and take a look at it. Okay.
14 Mr. Tasker.

15 TRUSTEE CLARKE: Mr. Corwin, do you mean
16 girdled with plastic, or girdled in a way that
17 would kill the tree? What did -- girdling is --
18 could mean many different things, if you could
19 just clarify for me what you mean.

20 MR. CORWIN: There's a tree that big around
21 (demonstrating), beautiful tree. You can ride by
22 and see it. Somebody took a chainsaw all around
23 the bottom of the tree, did it to two or three or
24 four beautiful trees.

25 TRUSTEE CLARKE: I see, chainsaw.

1 MR. CORWIN: And they're going to kill the
2 tree.

3 TRUSTEE CLARKE: Got it. Thank you.

4 MAYOR HUBBARD: We'll have to go and look
5 at it. I hadn't noticed it, so we'll have to go
6 and look at it. If it was vandalism or something
7 else, we will look at it tomorrow morning and
8 we'll find out. I didn't know about it. Thank
9 you for informing us, though.

10 Okay. Mr. Tasker.

11 MR. TASKER: Okay. One quick thing.
12 Arthur Tasker again.

13 I see that the Chapter 142 changes are back
14 on for reopening the public hearing. I was told
15 the last time I was here that the public hearing
16 wouldn't be open. What was the change in
17 circumstances that caused this to occur?

18 MAYOR HUBBARD: Because it was beyond 60
19 days, so we had to renotice it, because the
20 changes were not published. So it went beyond 60
21 days of the public hearing, so we have to
22 renotice the public hearing with the changes,
23 which should be out within the next week or so.

24 MR. TASKER: Thank you very much.

25 MAYOR HUBBARD: You're welcome.

1 Anybody else wish to address the Board?

2 (No Response)

3 Okay. We'll move on to our regular agenda.

4 Offer *Resolution #08-2019-1, RESOLUTION*
5 *adopting the August, 2019 agenda as printed.* So
6 moved.

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 Trustee Clarke.

18 TRUSTEE CLARKE: *RESOLUTION #08-2019-2,*
19 *Accepting the monthly reports of the Greenport*
20 *Fire Department, Village Administrator, Village*
21 *Treasurer, Village Clerk, Village Attorney, Mayor*
22 *and Board of Trustees.* So moved.

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: *RESOLUTION #08-2019-3,*
9 *RESOLUTION ratifying the hiring of Joshua*
10 *Santacroce as a part-time, seasonal Carousel*
11 *Employee, at a wage rate of \$12.00 per hour,*
12 *effective August 10th, 2019. So moved.*

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE MARTILOTTA: *RESOLUTION #08-2019-4,*
24 *RESOLUTION ratifying the hiring of Matthew Gomez*
25 *as a part-time, seasonal Carousel Employee, at a*

1 *wage rate of \$12.00 per hour, effective*
2 *July 19th, 2019. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #08-2019-5,*
14 *RESOLUTION approving the attached resolution in*
15 *support of the new power supply contract and the*
16 *corresponding Agreement for the Sale of Niagara*
17 *Project Wholesale Power and Energy between the*
18 *Power Authority of the State of New York and the*
19 *Village of Greenport, and further authorizing*
20 *Mayor Hubbard to sign the Agreement between the*
21 *Power Authority of the State of New York and the*
22 *Village of Greenport. So moved.*

23 TRUSTEE CLARKE: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE CLARKE: *Resolution #08-2019-6,*
9 *Accepting the Certified Local Government Award*
10 *grant from the New York State Department of*
11 *Parks, Recreation and Historic Preservation to*
12 *support the Village of Greenport Reconnaissance*
13 *Level Historic Resources Survey, in the amount of*
14 *\$8,000.00, with an in-kind commitment of*
15 *\$2,015.24 from the Village of Greenport and an*
16 *out-of pocket commitment of \$1,000.00 from the*
17 *Village of Greenport, furthermore authorizing*
18 *Village Administrator Pallas to execute the*
19 *corresponding acceptance documents. So moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #08-2019-7,*
6 *RESOLUTION approving the attached Consulting*
7 *Agreement from Preservation Studios for services*
8 *regarding the Certified Local Government Award*
9 *grant from the New York State Department of*
10 *Parks, Recreation and Historic Preservation, in*
11 *the amount of \$9,500.00; and further authorizing*
12 *Village Administrator Pallas to sign the*
13 *Agreement between Preservation Studios and the*
14 *Village of Greenport. So moved.*

15 TRUSTEE MARTILOTTA: Second.

16 TRUSTEE PHILLIPS: Mayor, could we have a
17 discussion on this please?

18 MAYOR HUBBARD: Sure, go ahead.

19 TRUSTEE PHILLIPS: This morning I had an
20 opportunity to review the comment for the
21 company, the consulting company, Preservation
22 Studios. And I do apologize, I should have
23 brought this up at work session and I didn't
24 really catch it until now.

25 Under Item 7, it says the "Ownership of

1 Intellectual Property; License." By signing
2 this, we're agreeing that they have carte blanche
3 to the information or the project that they're
4 putting together to use without having to ask
5 permission of the Village.

6 I do know that -- I just spoke to Village
7 Administrator Pallas this morning, and I believe
8 Historic Commission, Chairman, Mr. Bull, was
9 supposed to be contacting the company to get a
10 clarification on this.

11 So I'm asking that we table this resolution
12 until next month until we get a clarification,
13 because I don't think that a consultant company,
14 using taxpayers', even if it's partially
15 taxpayers' dollars, should not be coming to us to
16 ask permission to use the information. I think
17 we should own it outright, and that's how I feel.
18 So I'd like to make a -- I'd like to table this
19 resolution.

20 MAYOR HUBBARD: Okay. Any other
21 discussion?

22 TRUSTEE MARTILOTTA: Well --

23 MAYOR HUBBARD: Is there a --

24 TRUSTEE MARTILOTTA: If I may.

25 MAYOR HUBBARD: Yeah.

1 TRUSTEE MARTILOTTA: When Trustee Phillips
2 brought it up to me, from when I had read it, I
3 had read it differently. Initially, I had read
4 it to say that they were going to take like our
5 finding statistics, or what, it might not be, to
6 use it going forward.

7 I guess I would ask Mr. Pallas or the
8 Attorney, what does that mean? Would they be
9 essentially scanning building files and having
10 them forever, or are they --

11 ATTORNEY PROKOP: There's -- my comment, I
12 didn't deal directly with this. I dealt directly
13 with the agreement, and I advised the Village
14 regarding this clause when I read it, but I
15 didn't deal directly with the -- with
16 Preservation Studios. However, my comment to
17 Mr. Pallas, when we were discussing this, was
18 that often, when consultants do work for
19 municipalities, the work that they create they
20 retain.

21 The language, also, often is not this
22 strong, but it would have the same result. And
23 my concern would be that the -- that if they --
24 work that we pay them for they might use for
25 commercial use later on.

1 ADMINISTRATOR PALLAS: Right.

2 ATTORNEY PROKOP: And that was basically
3 going to be the basis of a discussion that we
4 were going to have with the studio -- with the
5 studio.

6 TRUSTEE ROBINS: I recall, when Mr. Bull
7 brought this resolution to us, I -- or this
8 proposal, there was quite a bit of commentary
9 from this group about what their thinking was in
10 terms of what this grant meant and what they
11 wanted to use it for. I mean, I thought that
12 they were quite committed to the work that
13 they're doing, I saw it that way.

14 I don't necessarily see any great liability
15 to the Village in this. You know, I feel maybe
16 we're overthinking it a little bit. I'm not
17 sure, Trustee Phillips. I didn't, you know,
18 speak to the Attorney about this today, so I'll
19 admit that, but I personally don't see it to be
20 that big of a liability.

21 TRUSTEE PHILLIPS: As I said, I just feel
22 that taxpayers' dollars are being used and that
23 they should be coming to the Village to ask for
24 permission to use this. I think we need a
25 clarification, and that's why I'm asking for it

1 to be tabled. But unless there's a second, it's
2 a moot point, so.

3 MAYOR HUBBARD: All right. Is there a
4 second on the motion to table?

5 TRUSTEE MARTILOTTA: No.

6 MAYOR HUBBARD: Okay. Then we'll go back
7 and we'll -- all in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 TRUSTEE PHILLIPS: No.

14 MAYOR HUBBARD: Motion passes four to one.

15 Thank you.

16 TRUSTEE MARTILOTTA: That's me, right.

17 TRUSTEE PHILLIPS: That's you.

18 MAYOR HUBBARD: Yes.

19 TRUSTEE MARTILOTTA: All right. *RESOLUTION*
20 *#08-2019-8, RESOLUTION approving a Change Order*
21 *to the contract between CHA Consulting,*
22 *Incorporated and the Village of Greenport in the*
23 *total amount of \$72,360.00, for the detailed*
24 *design of two solar/battery installations, per*
25 *the attached proposal. So moved.*

1 TRUSTEE PHILLIPS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: *RESOLUTION #08-2019-9,*

12 *RESOLUTION approving a Change Order to the*

13 *contract between CHA Consulting, Inc. and the*

14 *Village of Greenport in the total amount of*

15 *\$16,825.00 for bid support and construction*

16 *management support, per the attached proposal.*

17 So moved.

18 TRUSTEE CLARKE: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE CLARKE: *RESOLUTION #08-2019-10,*
4 *Authorizing an increase in the hourly wage rate*
5 *for Thomas Wood, from \$34.65 per hour to \$37.65*
6 *per hour, effective August 28, 2019; based on the*
7 *acquisition of substantial expertise in his area*
8 *of employment by virtue of work experience, per*
9 *Article VII (Salaries and Compensation), Section*
10 *9(b) - Merit Clause - of the current collective*
11 *bargaining agreement in force between the Village*
12 *of Greenport and CSEA Local 1000. So moved.*

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried. *RESOLUTION*
23 *#08-2019-11, RESOLUTION approving an increase in*
24 *the annual salary of Clerk Sylvia Pirillo, from*
25 *\$89,225 to \$91,900; effective August 28th, 2019.*

1 So moved.

2 TRUSTEE MARTILOTTA: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 *RESOLUTION #08-2019-12, RESOLUTION*

13 *approving the increase in the annual salary of*

14 *Treasurer Robert Brandt, from \$83,375 to \$85,875;*

15 *effective August 28, 2019. So moved.*

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: *RESOLUTION #08-2019-13,*
2 *RESOLUTION approving an increase in the annual*
3 *salary of Deputy Clerk Jeanmarie Odden, from*
4 *\$51,750 to \$56,750; effective August 28th, 2019.*

5 So moved.

6 TRUSTEE CLARKE: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE CLARKE: *RESOLUTION #08-2019-14,*
17 *RESOLUTION approving an increase in the annual*
18 *salary of Deputy Treasurer Stephen Gaffga, from*
19 *\$51,750 to \$56,750; effective August 28, 2019.*

20 So moved.

21 TRUSTEE ROBINS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBINS: *RESOLUTION #08-2019-15,*
7 *RESOLUTION scheduling a public meeting at*
8 *7:00 p.m. on September 26, 2019 at the Third*
9 *Street Fire Station, Third and South Streets,*
10 *Greenport, New York, 11944 regarding a potential*
11 *CDBG (Community Development Block Grant)*
12 *opportunity for the Village of Greenport. So*
13 *moved.*

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: *RESOLUTION*
25 *#08-2019-16, RESOLUTION authorizing Treasurer*

1 *Brandt to form the attached -- I'll say it*
2 *again -- to perform attached Budget Amendment*
3 *#4183, to appropriate reserves to fund the*
4 *purchase and installation of one 9-foot plow and*
5 *two front-end mounts with wiring harnesses on*
6 *Road Department vehicles, and directing that*
7 *Budget Amendment #4183 be included as part of the*
8 *formal meeting minutes for the August 22nd, 2019*
9 *regular meeting of the Board of Trustees. So*
10 *moved.*

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: *RESOLUTION #08-2019-17,*
22 *RESOLUTION authorizing Treasurer Brandt to*
23 *perform attached Budget Amendment #4184, to*
24 *appropriate reserves to fund the rental of a*
25 *vacuum truck for the Road Department, and*

1 *directing that Budget Amendment #4184 be included*
2 *as part of the formal meeting minutes for the*
3 *August 22nd, 2019 regular meeting of the Board of*
4 *Trustees. So moved.*

5 TRUSTEE CLARKE: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE CLARKE: *RESOLUTION #08-2019-18,*
16 *Authorizing Treasurer Brandt to perform attached*
17 *Budget Amendment #4194, to appropriate Fire*
18 *Apparatus reserves towards the purchase of the*
19 *2019 Fire Department Pumper Truck, and directing*
20 *that Budget Amendment #4194 be included as part*
21 *of the formal meeting minutes for the*
22 *August 22nd, 2019 regular meeting of the Board of*
23 *Trustees. So moved.*

24 TRUSTEE ROBINS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBINS: *RESOLUTION #08-2019-19,*
10 *RESOLUTION approving the Public Assembly Permit*
11 *Application submitted by Christopher Hamilton for*
12 *the use of a portion of the Fifth Street*
13 *Beach/Park from 8:00 a.m. through 8:00 p.m. on*
14 *September 28th, 2019 for the annual Jeremy*
15 *Hamilton Memorial Scholarship Fundraiser, with a*
16 *rain date of September 29th, 2019. So moved.*

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: *RESOLUTION*

3 *#08-2019-20, RESOLUTION authorizing the Village*
4 *of Greenport to conduct a lottery for five (5)*
5 *deer hunting permits, by bow and arrow only, as*
6 *per New York State hunting regulations, in the*
7 *western portion of Moore's Woods, with bow*
8 *hunting to begin on August -- I say again -- on*
9 *October 1st, 2019. So moved.*

10 TRUSTEE PHILLIPS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE PHILLIPS: *RESOLUTION 08-2019-21,*
21 *RESOLUTION approving the attached Workplace*
22 *Violence Policy for the Village of Greenport. So*
23 *moved.*

24 TRUSTEE CLARKE: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE CLARKE: *RESOLUTION #08-2019-22,*
10 *Adopting the attached Blood Borne Pathogens*
11 *Exposure Control Plan for the Village of*
12 *Greenport.* So moved.

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE ROBINS: *RESOLUTION #08-2019-23,*
24 *RESOLUTION approving the Request of the Floyd*
25 *Memorial Library Board of Trustees to hold a*

1 *"community yard sale" at the Library, from*
2 *8:00 a.m. through 12 noon on September 28th,*
3 *2019, with a rain date of September 29th, 2019.*

4 So moved.

5 TRUSTEE MARTILOTTA: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE MARTILOTTA: *RESOLUTION*

16 *#08-2019-24, RESOLUTION accepting the resignation*
17 *of Gail Horton as both the Chairperson and a*
18 *member of the Village of Greenport Carousel*
19 *Committee, effective July 24, 2019. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: *RESOLUTION #08-2019-25,*
6 *RESOLUTION appointing Marjory Stevens as the*
7 *Chairperson of the Village of Greenport Carousel*
8 *Committee, effective July 25th, 2019 through*
9 *April 1st, 2020. So moved.*

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: *RESOLUTION #08-2019-26,*
21 *Scheduling the re-opening of the public hearing*
22 *on a proposed amendment to Chapter 142 (Wetlands,*
23 *Floodplains and Drainage) of the Greenport*
24 *Village Code, to be held at 7:00 p.m. on*
25 *September 26th, 2019 at the Station One*

1 *Firehouse, located at Third and South Streets,*
2 *Greenport, New York 11944, and directing Clerk*
3 *Pirillo to notice the public hearing accordingly.*

4 So moved.

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: RESOLUTION #08-2019-27,
16 RESOLUTION approving all checks for Fiscal Year
17 2018/2019 per the Voucher Summary Report dated
18 August 16th, 2019, in the total amount of
19 \$7,706.28 consisting of:

20 o All regular checks in the amount of
21 \$7,706.28.

22 So moved.

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION*

9 *#08-2019-28, RESOLUTION approving all checks for*
10 *Fiscal Year 2019/2020 per the Voucher Summary*
11 *Report dated June 21st, 2019, in the total amount*
12 *of \$1,191,518.59 consisting of:*

13 *o All regular checks in the amount of*
14 *\$593,143.48, and*

15 *o All prepaid checks (including wire*
16 *transfers) in the amount of \$598,375.11.*

17 So moved.

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 Okay. That concludes our business. I just
4 want to say thank you to Gail Horton, who served
5 on our Carousel Committee for many years. Got us
6 through the inner rounding boards, the upper
7 scenic panels and everything else. She's been a
8 big contributor to the rebirth, the redoing of
9 the Carousel and all. I want to just say thank
10 you to Gail for her time. It's time for her to
11 take a step away, take care of other issues. But
12 just from the Village and the whole Board and the
13 whole community, she made a big difference in
14 what the Carousel looks like now compared to
15 where it was a few years ago. And I just want to
16 commend her for the work and the volunteerism
17 that she give to the Village for all her years on
18 the committee. All right.

19 TRUSTEE MARTILOTTA: Absolutely.

20 (Applause)

21 MAYOR HUBBARD: Okay. No further business,
22 I'll call a motion to adjourn at 7:59 -- 7:49.

23 TRUSTEE PHILLIPS: Second

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 Have a good evening.

9 (Time Noted: 8:49 p.m.)

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C E R T I F I C A T I O N

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

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on August 22, 2019.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of September, 2019.

Lucia Braaten

Lucia Braaten

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May 9, 2019

LOCAL LAW NO. OF THE YEAR 2019

A LOCAL LAW AMENDING SECTION 150-7(B)(7)(c)

OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED

VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1. Title of Local Law

1.2. Enactment.

1.3. Effective Date.

1.4. Purpose and Intent of Local Law.

2.0. General Provisions

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

3.0 Severability.

1.1 Title.

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

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2019, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

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

1.4. Purpose and Intent of Local Law.

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

2.0. General Provisions.

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

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

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

3.0. Severability

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

RESOLUTION IN SUPPORT OF NEW POWER SUPPLY CONTRACTS

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

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

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

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

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

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

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

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

RESOLUTION PROPOSED BY: _____

RESOLUTION SECONDED BY: _____

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



CONSULTING AGREEMENT

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

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

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

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



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

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

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

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

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

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

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



**PRESERVATION
STUDIOS**

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

PRESERVATION STUDIOS LLC

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

VILLAGE OF GREENPORT

By: _____
Name: Paul Pallas
Title: Village Administrator



EXHIBIT A

Village of Greenport Survey ("Property")

A. Reconnaissance Level Survey

Services will include:

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

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

Payment of Fees

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

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

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

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



August 13, 2019

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

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

Dear Mr. Pallas:

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

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

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

SCOPE OF SERVICES

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

Phase I: Preparation of Bid/Construction Documents

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

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

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

Assumptions

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

Deliverables

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

TASK 2

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

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



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



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

Assumptions

General

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

Electrical

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

Structural

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



CLARIFICATIONS

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

Site / Civil

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

Deliverables

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

Phase II: Bidding and Construction Phase Services

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

TASK 3

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

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



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

Assumptions

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

Deliverables

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

TASK 4

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

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



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

Assumptions

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

Deliverables

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

DESIGN SCHEDULE

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

Preparation of Bid/Construction Documents

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

SCHEDULE OF FEES

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

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

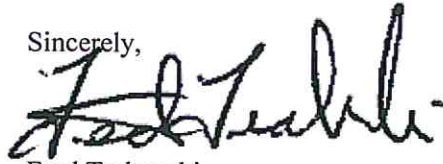
The Village has also requested that a survey of the WWTF in the area of the proposed array be conducted. This survey will include mapping of underground utilities. We have contacted our subconsultant and this would can be performed for an additional fee of \$5,500.



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

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

Sincerely,



Fred Trabucchi
Associate Vice President
Electric Distribution Sub-Market Leader

/jrf

cc: Mitch Dewein

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VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

**Village of Greenport
Operating Guidelines**



Adopted August __, 2019

Workplace Violence Prevention Program

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

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VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN

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**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

SECTION 1 – INTRODUCTION

Workplace Violence Prevention Policy Statement

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

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

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

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

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

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

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

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

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

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

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

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

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

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

**VILLAGE OF GREENPORT
WORKPLACE VIOLENCE PREVENTION PLAN**

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

Village Posting Locations

Village Hall

Road Barn

Light Plant

Waste Water Treatment Plant

Marina Office

Recreational Center

Fire House

VILLAGE OF GREENPORT WORKPLACE VIOLENCE PREVENTION PLAN

Overview of the New York State Workplace Violence Prevention Act

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

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

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

What is Workplace Violence?

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

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

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

What is a workplace violence incident?

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

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

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

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

Savings Clause

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

Section 2 – Employee and Supervisory Roles and Responsibilities

Employee Responsibility

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

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

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

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

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

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

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

Supervisor Responsibility

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

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

Hazard Reduction Team

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

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

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

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

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

Section 3 – Response Procedures

During An Incident

If a threatening situation arises:

Try to remain calm.

Remove yourself from the threat as quickly as possible.

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

In emergency situation, dial 911.

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

Post Incident

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

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

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

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

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

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

Dealing With Conflict

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

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

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

Do's

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

Don'ts

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

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Section 4 – Training and Education

Training and Education

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

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

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

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

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

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Section 5 – Incident Recordkeeping and Reporting and Investigations

Recordkeeping

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

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

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

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

Incident Reporting

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

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

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

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

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

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

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

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

Incident Investigation

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

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

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FORM-1 – Workplace Violence Incident Report Form

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Workplace Violence Incident Report Form

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

Employee Name _____

Job Title _____

Location Where Incident Occurred _____

Date and Time of Incident _____

Name of Individual Completing
This Report _____

Date Incident Report Completed _____

Date Incident Report Received by _____

Hazard Reduction Team _____

Village Supervisor Name
Signature _____

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

List any individuals who may have witnessed this incident:

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

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

Level I Violence

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

Level II Violence

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

Level III Violence

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

Please provide a detailed description of the incident.

Assailant/Perpetrator Name Address

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

Did police respond to the incident? Yes No

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

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

Were you injured? Yes No

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

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

Have you received counseling since this incident? Yes No

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

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

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

VILLAGE OF GREENPORT



Bloodborne Pathogens Control Plan

Village of Greenport

Health and Safety Manual

Issue Date:

Authorized by: Paul Pallas

Bloodborne Pathogens: Exposure Control Plan

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Bloodborne Pathogens: Exposure Control Plan

1.0 PURPOSE

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

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

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

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

2.0 SCOPE

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

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

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

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

3.0 RESPONSIBILITIES

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

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

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

4.0 EXPOSURE DETERMINATION

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

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

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

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

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

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

5.0 EXPOSURE CONTROL PROCEDURES

5.1 Universal Precautions

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

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

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

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

5.2 Engineering Controls

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

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

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

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

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

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

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5.3 Work Practices Controls

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

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

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

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

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

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

5.3.7 Mouth pipetting/suctioning is prohibited

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

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

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

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

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

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5.4 Personal Protective Equipment

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

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

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

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

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

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

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

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

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6.0 HEPATITIS VACCINATION PROGRAM

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

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

6.1.1 Made available at no cost to the employee;

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

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

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

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

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

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

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

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

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

6.7.1 CFR 1910.1030;

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

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

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

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

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

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

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

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

7.0 EMPLOYEE COMMUNICATION and TRAINING:

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

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

7.1.1 Ensure that sign and labels conform to 1910.1030;

7.1.2 Provide training at no cost to the employee;

7.1.3 Conduct training prior to any potential exposure;

7.1.4 Conduct training at least annually or as conditions change;

7.1.5 Conduct training in English and other languages as required;

7.1.6 Provide warning signs and labels; and

7.1.7 Utilize current training aids

7.2 Training program: Employee training shall include:

7.2.1 A review of 1910.1030;

7.2.2 Discussions of bloodborne diseases;

7.2.3 Modes of transmission;

7.2.4 Review of the exposure control plan;

7.2.5 Recongnition of tasks that may involve exposure;

7.2.6 Procedures for handling contaminated waste;

7.2.7 Right to have the HEP B vaccination

7.2.8 Procedure for recording an incident; and

7.2.9 Post exposure evaluation.

7.2.10 irst Aid / CPR and AED

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8.0 EXPOSURE INCIDENT EVALUATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4.3 Any other findings and diagnosis shall remain confidential.

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

9.0 SHARPS INJURY LOG

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

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

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APPENDIX A

HEPATITIS B IMMUNIZATION

OSHA requires that those persons who may come in contact with blood or other potentially infectious materials be protected against Hepatitis B. As supervisors, members of our emergency response team, and back ups to the Human Resources Department, you become "those persons who may come in contact with bloodborne pathogens."

At the option of the individual employee, The Village of Greenport will provide Hepatitis B immunization for employees in these categories.

The immunization program is a series of three (3) vaccine injections, (one at a time) 0, 1 month and 6 months. Protection is excellent and side effects are minimal. Immunization is thought to last lifelong.

HEPATITIS B IMMUNIZATION RECORD

.....

Initial:

_____ I have reviewed and understand the policy and procedure regarding occupational exposure to Hepatitis B.

_____ I have reviewed and understand the medical literature on Hepatitis B vaccine.

I **have / have not** received a Hepatitis B. vaccine in the past. (Circle one)

Is so: Date received _____

 Record on file _____

I **do / do not** opt to receive the (3) series Hepatitis B vaccine. (Circle one)

Signature

.....
Time Date Vaccinated: Site of Injection Vaccinated By: Manufacturer and Lot #

(0) _____

1 mo. _____

6 mo. _____

Follow Up Notation: _____

Antibody test results (optional): Pre-Vaccine _____

 Post-Vaccine _____

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APPENDIX B

DECLINATION STATEMENT

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

Employee Name: _____ Date: _____

Signature: _____

Village Representative: _____

Signature: _____

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APPENDIX C

EXPOSURE INCIDENT FORM

DATE: _____ TIME: _____

POTENTIALLY INFECTIOUS MATERIALS TYPE:

SOURCE:

DESCRIPTION of INCIDENT:

EMPLOYEES INVOLVED:

PPE UTILIZED:

CORRECTIVE/CLEAN-UP ACTIONS:

COMMENTS & ROCMMENDATIONS:

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APPENDIX D

SHARPS INJURY LOG

FACILITY NAME: _____

CALENDER YEAR: _____

LOG ADMINISTRATOR: _____

DATE	INCIDENT LOCATION	WORK AREA	INCIDENT DESCRIPTION	TYPE/BRAND DEVICE INVOLVED

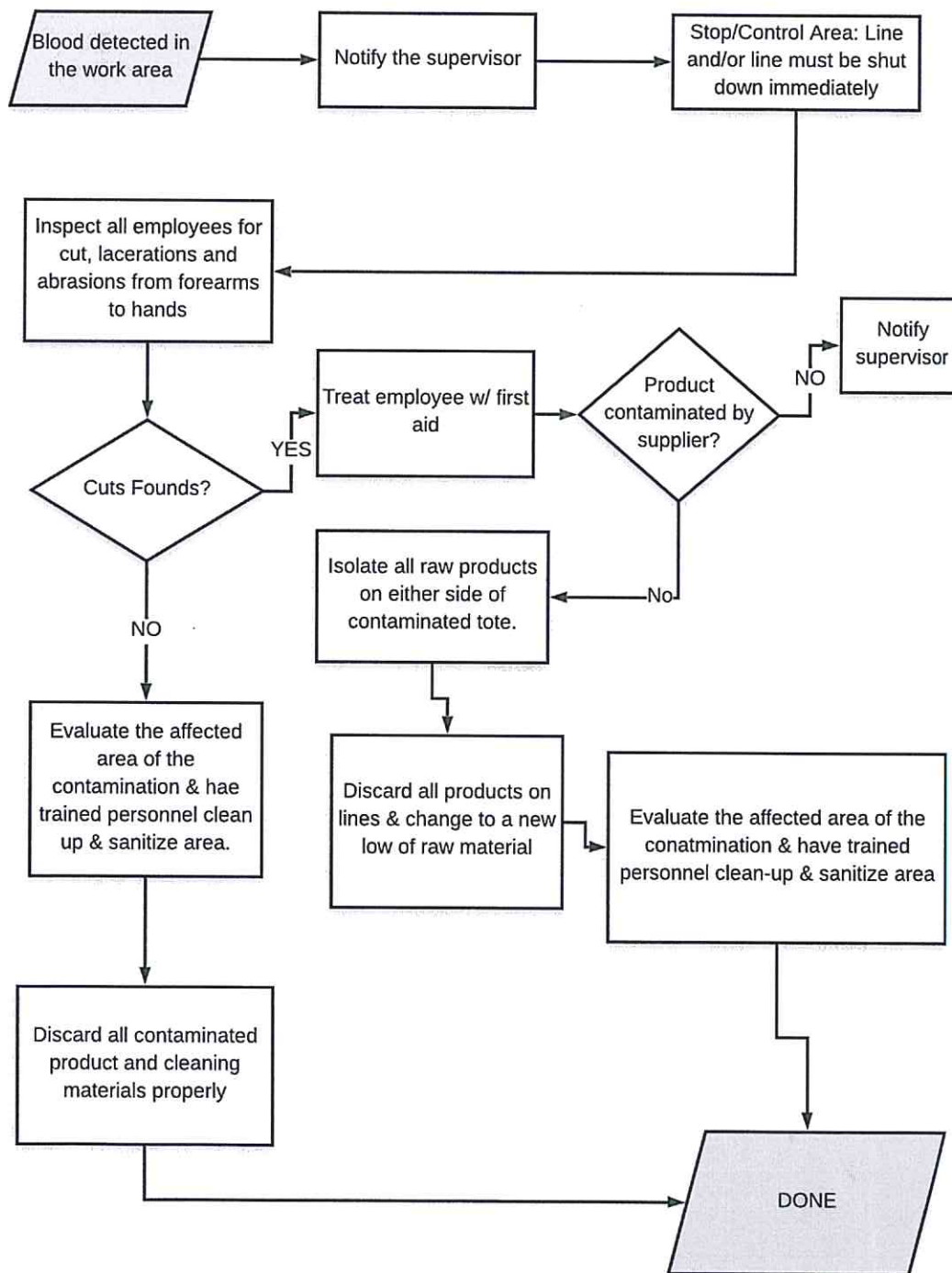
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APPENDIX E:

PROCEDURE FOR BLOOD CONTAMINATION CLEAN-UP

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



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