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MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT 219

VILLAGE CLERK
CANDACE HALL
EXT 214

**January 25, 2024 at 6:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

AMENDED 1-25-2024

MOTION TO OPEN THE REGULAR SESSION MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

**Cynthia Ann Smith
Nancy Jean Libbey
June S. Fuller
William A. Ruffner
Patricia "Patty" Ann Sydow**

ANNOUNCEMENTS

The annual Washington's Birthday Parade will be held on Saturday, February 17th, 2024.

On Sunday, February 18, 2024 Friends of Mitchell Park, with the support of the Village of Greenport will sponsor Free Carousel Rides.

Village Hall will be closed on Monday February 19th, 2024 in observance of Presidents Day.

PUBLIC HEARING

1. Public hearing regarding local law Chapter 88, entitled "Noise" of the Greenport Village Code, to discuss and possibly take action amending and restating the code, remained open, from the Regular Session of Thursday, December 28, 2023.
2. Public hearing regarding the Wetlands Permit Application submitted

by Robert E. Herrmann, Coastal Management Specialist, En-Consultants as Agent for Diana Burton, owner for the property located at 131 Sterling Street, Greenport, New York, 11944, SCTM # 1001-3-4-43 to perform the following work:

To: Construct approximately, 70 linear feet of vinyl bulkhead in place of (and 6 inches higher than) existing timber bulkhead; incidentally dredge/recover approximately 15 cy spoil from 10'x65' area adjacent to bulkhead, to be used as backfill; remove and replace (in-place) existing 6'x49' fixed pier with 6'x 25' fixed pier, 3'x 14' ramp, and 6' x 60' floating dock; secured by (4) 10" – diameter piles; install five (5) 10" diameter tie-off piles, two (2) located 18 feet north of floating dock and three (3) located 16 feet south of floating dock; and relocate (2) existing tie-off poles on north side of dock and (1) existing tie-off pole on south side of dock to maintain a distance of at least 10 feet from extended property line, all as depicted on the project plan prepared by En-Consultants, last dated November 28, 2022.

PUBLIC TO ADDRESS THE BOARD

RESOLUTIONS**RESOLUTION # 01-2024-1**

RESOLUTION adopting the January, 2024 agenda as printed.

RESOLUTION # 01-2024-2

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

FIRE DEPARTMENT**RESOLUTION # 01-2024-3**

RESOLUTION approving the application of Alessandro Beza for membership of the Greenport Fire Department Rescue, as approved by the Village of Greenport Fire Department Board of Wardens on January 17, 2024.

RESOLUTION # 01-2024-4

RESOLUTION approving the application of Yeny Sarai Garza Mateo for membership of the Greenport Fire Department Rescue, as approved by the Village of Greenport Fire Department Board of Wardens on January 17, 2024.

RESOLUTION # 01-2024-5

RESOLUTION approving the application of Philip Stringfellow for membership of the Greenport Fire Department Rescue, as approved by the Village of Greenport Fire Department Board of Wardens on January 17, 2024.

RESOLUTION # 01-2024-6

Resolution ratifying the hiring of Anne Susan Kostul as a part time Administrative Assistant employee for the Greenport Fire Department, at an hourly pay rate of \$20.00 per hour, effective January 24, 2024.

VILLAGE ADMINISTRATOR**RESOLUTION # 01-2024-7**

RESOLUTION accepting the attached proposal submitted by L.K. McLean Associates, P.C. for Consulting Services for the Village of Greenport Building and Planning Department per the proposal dated January 8, 2024; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and L.K. McLean Associates, P.C.

RESOLUTION # 01-2024-8

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to:

continuation of policy, federal and state legislative and logistical support for the Mayor, Village Administrator and Village staff of the Village of Greenport

to advance the successful completion of the ongoing federally-funded Microgrid, Ferry Terminal Village projects, secure the Mitchell Bulkhead Replacement Project funding and continue efforts to identify, develop and implement strategies to secure state and federal appropriations and grants funding to support additional Village project development and Village operational and policy objectives.

RESOLUTION # 01-2024-9

RESOLUTION accepting from the Town of Southold at no cost to the Village of Greenport a surplus 1998 World Cat 27-foot fiberglass hull, model #266SF/WA, VIN # EPY66312F898 with engines and equipment as per the attached Town of Southold Board Resolution 2024-61

RESOLUTION # 01-2024-10

RESOLUTION approving the attached proposal from JRH Consulting Engineers, D.P.C. in the amount of \$ 27,400 for an infrastructure review of the Village Wastewater system and authorizing Mayor Stuessi to sign the proposal from JRH Consulting Engineers, D.P.C.

RESOLUTION # 01-2024-11

RESOLUTION Accepting the attached proposal from D&B Engineers in the amount \$9,750 of for an update of anticipated construction costs for the replacement of the bulkhead at Mitchell Park and authorizing Mayor Stuessi to sign the proposal form D&B Engineers

VILLAGE TREASURER

RESOLUTION # 01-2024-12

RESOLUTION authorizing Deputy Treasurer Brautigam to make an additional contribution in the amount of \$26,507.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

RESOLUTION # 01-2024-13

RESOLUTION authorizing the Village of Greenport to add the outstanding water and sewer balances in arrears to the Village of Greenport 2024 tax bills for the respective property, per calculations to be completed by, or before April 30, 2024.

RESOLUTION # 01-2024-14

RESOLUTION scheduling a public hearing for the 2024-2025 Village Tentative Budget at 6:00 P.M. April 11, 2024, at the Old Schoolhouse, Front and First Streets, Greenport, New York 11944; and directing Clerk Hall to notice the budget hearing accordingly.

RESOLUTION # 01-2024-15

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached budget Amendment #5309 to appropriate General Fund reserves to fund the repair of drains at the Adams Street parking lot, and directing that Budget amendment #5309 be included as part of the formal meeting minutes of the January 25th Regular Meeting of the Board of Trustees.

RESOLUTION # 01-2024-16

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached budget Amendment #5392 to appropriate Light Fund reserves to fund the removal of a tree hanging over the power lines, and directing that Budget amendment #5392 be included as part of the formal meeting minutes of the January 25th Regular Meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 01-2024-17**

RESOLUTION setting the 2024 Village of Greenport property tax lien sale for 10:00 a.m. on March 12, 2024 at Greenport Village Hall, 236 Third Street, New York, 11944; and directing Clerk Hall to notice the property tax lien sale accordingly.

RESOLUTION # 01-2024-18

RESOLUTION approving the issuance of a Request for Proposals for the management of McCann Campground for the 2024 season, and directing Clerk Hall to notice the Request for Proposals accordingly.

RESOLUTION # 01-2024-19

RESOLUTION approving the Public Assembly Permit of the Greenport Fire Department to host the annual Washington's Birthday Parade and Celebration on Saturday, February 17, 2024; and approving the closing to vehicular traffic of Village streets for the duration of the Parade, and approving the use of the Third Street Firehouse for the celebration.

RESOLUTION # 01-2024-20

RESOLUTION approving the Public Assembly Permit Application submitted by GHS All Class Corporation for the use of the Fifth Street Beach/Park from 8:00 a.m. through 4:00 p.m. on July 20, 2024 for a gathering of Greenport High School alumni.

RESOLUTION # 01-2024-21

Resolution approving the Public Assembly Permit Application submitted by North Fork Kid Connect for the use of the Third Street Basketball Court from 11:00 a.m. through 7:00 p.m. on July 27, 2024 for the annual Youth Basketball Tournament and to include for further safety reasons temporarily closing traffic in both directions between Center Street and North Street and approving a waiver of the \$50.00 application fee.

RESOLUTION # 01-2024-22

RESOLUTION approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 4:00 p.m. through 11:00 p.m. from July 26, 2024 through July 28, 2024 for the annual Shakespeare in the Park performances and approving a waiver of the \$50.00 application fee.

RESOLUTION # 01-2024-23

RESOLUTION scheduling a public hearing for Regular Session 6:00 p.m. on Thursday, February 22, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding the Village of Greenport Code Committee suggested changes to the Village Code; Chapter 44 - Assemblies and Chapter 101 - Recreation Areas and Beaches.

RESOLUTION # 01-2024-24

RESOLUTION scheduling a public hearing for 6:00 pm on Regular Thursday, February 22, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp., on behalf of St. Agnes Cemetery c/o Father Piotr Narkiewicz property located at 2050 Manhasset Avenue, Greenport, NY, 11944.

RESOLUTION # 01-2024-25

WHEREAS, the Board members have received and reviewed proposed local law 2 – speed limit of 2024, NOW, THEREFORE, the Board hereby schedules a public hearing on proposed local law 2 of 2024 for Work Session 6:00 p.m. on Thursday, February 15, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 and directs the Clerk to post and publish notice of the public hearing as required by law.

RESOLUTION # 01-2024-26

WHEREAS, the Board members have received and reviewed proposed local law 3 – building department fees of 2024, NOW, THEREFORE, the Board hereby schedules a public hearing on proposed local law 3 of 2024 for Work Session 6:00 p.m. on Thursday, February 15, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 and directs the Clerk to post and publish notice of the public hearing as required by law.

RESOLUTION # 01-2024-27

WHEREAS, the Board members have received and reviewed proposed local law 4 - Paid Parking Program of 2024, NOW, THEREFORE, the Board hereby schedules a public hearing on proposed local law 3 of 2024 for Regular Session 6:00 p.m. on Thursday, February 22, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 and directs the Clerk to post and publish notice of the public hearing as required by law.

RESOLUTION # 01-2024-28

RESOLUTION scheduling a public hearing for 6:00 p.m. on Regular Session February 22, 2023 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding granting of a cable television franchise agreement by and between the Village of Greenport and CSC Acquisition-NY, Inc.

VOUCHER SUMMARY**RESOLUTION # 01-2024-29**

RESOLUTION approving all checks per the Voucher Summary Report dated January 24, 2024 n the total amount of \$541,846.84 consisting of:

- o All regular checks in the amount of \$484,219.03, and
- o All prepaid checks (including wire transfers) in the amount of \$57,627.81.

Chapter 88

Noise

GENERAL REFERENCES

Mass Public Assemblies — See Ch. 44.
Recreation areas and beaches — See Ch. 101.
Entertainment Permits — See Ch. 150.

§ 88-1 Purpose.

The purpose of this Chapter is to minimize the exposure of residents and visitors in the Village of Greenport to unreasonably loud or excessive sound, which is harmful to the peace, welfare, comfort, safety, convenience, good order and prosperity of residents and visitors of the Village of Greenport. It is the public policy and findings of the Village of Greenport Board of Trustees that every person is entitled to be protected from sound that is detrimental to life, health and the enjoyment of his or her property. The intent of the Village of Greenport Board of Trustees is to enact legislation that: (A) serves to control the level of sound in a manner which promotes commerce, the use, value and enjoyment of property, sleep and repose and the quality of the environment by establishing limits on sound levels within the Village of Greenport; (B) provides for appropriate exceptions to the provisions of this Chapter to allow for the functioning of commercial businesses and the operation of construction, landscaping and emergency equipment; and (C) provides clear guidance that certain sound-producing activities constitute unreasonable noise and are therefore prohibited by this Chapter.

§ 88-2 Definitions; word usage.

- A. All terminology defined herein that relates to the nature of sound and the mechanical detection and recordation of sound is in conformance with the terminology of the American National Standards Institute or its successor body.
- B. As used in this chapter, the following terms shall have the meanings indicated:

A-WEIGHTED SOUND PRESSURE LEVEL

The sound pressure level measured in decibels with a general-purpose sound level meter complying with the provisions of the ANSI Specifications for Sound Level Meters (ANSI S1.4 1971), properly calibrated and operating on the A-weighting network. The level so read is hereinafter abbreviated as “**dba**”.

ABATEMENT

An action to reduce, cease, remove, stop or otherwise reduce the level of any sound or sound source.

ANSI

The American National Standards Institute.

CODE ENFORCEMENT OFFICER

Any person who is designated to enforce the ordinances and regulations for the Village as appointed by the Board of Trustees of the Village pursuant to § 53-3 from time to time; *provided* that if such person is enforcing the provisions of this Chapter that relate to a specific dba and require the use of sound level meter, such person shall only be entitled to enforce such provisions to the extent that he or she has been trained in the measurement of sound using such a device.

COMMERCIAL AREA

Any real property located within any of the areas zoned by Chapter 150 of the Code of the Village of Greenport and the Zoning Map of the Village of Greenport as CR (Retail Commercial) District, CG (General Commercial) District or WC (Waterfront Commercial) District, including any public waterway or public right-of-way located within the jurisdictional boundaries of any such zone or district, but excluding any public park that is located in any such zone or district.

COMMERCIAL LANDSCAPER

Any person who, for a fee, uses mowers, tractors or other tools or machinery for the purpose of cutting grass and providing other services associated with landscaping.

CONSTRUCTION

Any site preparation (including blasting), assembly, erection, demolition, repair, alteration or similar action for, or of, public or private rights-of-way, buildings, structures, utilities or other property.

CONSTRUCTION DEVICE

Any power device or equipment designed and intended for use in construction, including, but not limited to, air compressors, bulldozers, backhoes, trucks, shovels, derricks and cranes.

DECIBEL (dB)

The unit of measurement for sound pressure level. The number of "decibels" of a measured sound is equal to twenty (20) times the logarithm of the base 10 of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound twenty (20) micropascals, abbreviated "dB".

DEMOLITION

Any dismantling, intentional destruction or removal of buildings, structures, rights-of-way, roadways or other similar property.

EMERGENCY WORK

Any work or action required to (1) restore property to a safe condition following a public calamity, (2) protect persons or property from imminent exposure to danger or (3) to provide or restore immediately necessary utility and emergency services, including, but not limited to, repairing water, gas, electricity, telephone and sewer facilities and public transportation, removing fallen trees on public rights-of-way and abating other life-threatening conditions.

ENTERTAINMENT PERMIT

Has the meaning specified in Chapter 150.

GAS-POWERED LEAF BLOWER

Any portable, handheld or backpack style power equipment that is powered by fuel and used in any landscape maintenance, construction, property repair or property maintenance for the purpose of blowing, moving, removing, dispersing, vacuuming or redistributing leaves, dust, dirt, grass clippings, cuttings and trimmings from trees and shrubs or any other type of litter or debris.

IMPULSIVE SOUND

A sound of short duration usually less than one (1) second and of high intensity with an abrupt onset and rapid delay. Examples of "impulsive sound" would be explosions, drop forge impacts, discharge of firearms.

LANDSCAPING

The maintaining of and/or providing care of lawns, including, but not limited to, mowing, cutting and trimming, also the gathering, raking, blowing and/or removal of leaves, grass or lawn clippings and/or other debris on any lot, plot or parcel of land. This includes regular maintenance as well as fall and spring clean-ups. "LANDSCAPE" shall have a similar meaning.

LANDSCAPING EQUIPMENT

Any engine or motor-power device or equipment, including any gas-powered leaf blower, utilized in connection with landscaping.

MOTOR VEHICLE

Any vehicle that is propelled or drawn on land by an engine or motor, including, but not limited to, passenger cars, trucks, truck-trailers, campers and motorcycles.

MOTORBOAT

Any vessel that operates on water and that is propelled by a motor, including, but not limited to, boats, barges, water ski towing devices, jet skis and hover craft.

MULTI-DWELLING BUILDINGS

Any building wherein there are two (2) or more dwelling units.

PERSON

An individual, association, firm, syndicate, company, trust, partnership, corporation, department, bureau or agency, or any other entity recognized by law.

PERSONAL SOUND REPRODUCTION DEVICE

Any battery powered radio, tape player, compact disc player, MP3 player, phone or a portable compact bluetooth speaker, in each case of a type that is generally considered to be for personal use.

PLAINLY AUDIBLE

Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to be plainly audible sound.

PUBLIC HOLIDAY

The first day of January, known as New Year's Day; the third Monday of January, known as Dr. Martin Luther King, Jr. Day; the twelfth day of February, known as Lincoln's birthday; the third Monday in February, known as Washington's birthday or Presidents' Day; the last Monday in May, known as Memorial Day; the second Sunday in June, known as Flag Day; the nineteenth day of June, known as Juneteenth; the fourth day of July, known as Independence Day; the first Monday in September, known as Labor Day; the second Monday in October, known as Columbus Day or Indigenous People's Day; the eleventh day of November, known as Veterans' Day; the fourth Thursday in November, known as Thanksgiving Day; and the twenty-fifth day of December, known as Christmas Day; each general election day and each day appointed by the President of the United States or the Governor of New York State as a day of general thanksgiving, general fasting and prayer or other general religious observance day.

PUBLIC PARK

Has the meaning specified in Chapter 101.

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, lane, road, highway, sidewalk, alley or similar place that is owned or controlled by a governmental entity.

PUBLIC SPACE

Any real property (including any public park) or structures thereon that are owned or controlled by a

governmental entity.

PUBLIC WATERWAY

Any navigable waterway within the boundaries of the Village of Greenport, including the area commonly referred to as “Mitchell Park Marina”

REAL PROPERTY LINE

- (1) The imaginary line, including its vertical extension, that separates one (1) parcel of real property from another.
- (2) The vertical and horizontal boundaries of a dwelling unit that is one (1) in a multi-dwelling-unit building.

REPETITIVE IMPULSIVE SOUND

Any sound that is composed of individual impulsive sounds which are repeated continuously.

RESIDENTIAL AREA OR PROPERTY

Any real property located within an area zoned by Chapter 150 of the Code of the Village of Greenport and the Zoning Map of the Village of Greenport as R-1 One-Family Residence District, R-2 One- and Two-Family Residence District or Park District and including any public waterway or public right-of-way located within the jurisdictional boundaries of any such zone or district.

SHORT-TERM RENTAL

Has the meaning specified in § 103-4 of the Code.

SOUND

Any variation in ambient barometric pressure.

SOUND LEVEL METER

An instrument, including a microphone, an amplifier and output meter and frequency-weighting networks, for the measurement of sound levels.

SOUND PRESSURE LEVEL

The weighted sound pressure level in decibels obtained using a sound level meter and frequency-weighting network, such as A, B or C. If the frequency weighing employed is not indicated, the A-weighting slow response shall apply.

SOUND REPRODUCTION DEVICE

Any device that is designed to be used or is actually used for the production, reproduction or amplification of sound, including but not limited to any musical instrument, radio, television, tape recorder, compact disc player, phonograph, loudspeaker, public address system or any other electronic device used for the amplification of sound.

SOUND SIGNALING DEVICE

Any device that is designed to be used or is actually used to produce a sound signal, but not spoken language, including, but not limited to, any horn, whistle, bell, gong, siren, rattle, clapper, hammer, drum or air horn.

SOUND SOURCE

Any activity or device whatsoever that produces sound.

SOUND SOURCE SITE

Any one (1) parcel of land, or a tract of land consisting of two (2) or more parcels that includes all contiguous land and water areas under the ownership or control of a person in or upon which one (1) or

more sound sources are located. The "sound source site" includes all individual sound sources that are located on such site, whether stationary, movable or mobile. A "sound source site" is created by the installation of one (1) or more sound sources thereon.

SPECIAL EVENT PERMIT

Has the meaning specified in Chapter 44.

UNREASONABLE NOISE

Sound that:

- (1) Endangers or injures any person or animal; or
- (2) Annoys, disturbs or discomforts a reasonable person of normal sensitivities; or
- (3) Adversely affects the sleep, repose, health or safety of any person.

Standards to be considered in determining whether "unreasonable noise" exists in a given situation include but are not limited to the following:

- (a) The volume of the sound.
- (b) The intensity of the sound.
- (c) Whether the nature of the sound is usual or unusual.
- (d) Whether the origin of the sound is natural or unnatural.
- (e) The volume and intensity of the background sound, if any.
- (f) The proximity of the sound to residential sleeping facilities.
- (g) The nature and zoning district of the areas within which the sound emanates.
- (h) The time of day or night the sound occurs.
- (i) The time duration of the sound.
- (j) Whether the sound source is temporary.
- (k) Whether the sound is impulsive sound or a repetitive impulsive sound.

§ 88-3 Enforcement; Use of Sound Level Meter.

- A. The provisions of this chapter shall be enforced by one or more code enforcement officer and/or any police officer of the Town of Southold.
- B. Any sound measurement utilizing a sound level meter for purposes of determining compliance with this Chapter 88 shall be made as follows:
 - (1) Using a sound level meter that is designated by its manufacturer as meeting the precision requirements of ANSI S1,4 or IEC 651 for Type 1 or Type 2 sound level meters.
 - (2) Using a sound level meter shall be appropriately calibrated and adjusted as necessary by means of an acoustical calibrator of the coupler-type to assure meter accuracy within the tolerances set forth by the ANSI.

- (3) Using a “slow” meter response, except as necessary to identify a repetitive impulsive sound.
 - (4) Using a windscreen approved by the manufacture of the instrument.
 - (5) At a height of at least four feet above the ground and not closer to the sound source than the real property line of the property on which the sound source is located.
 - (6) For purposes of any outdoor measurement, the back of the curb, the outside edges of driveways, fences, hedges, docks or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the applicable real property line of the applicable sound source site.
 - (7) When measuring sound indoors, the microphone shall be at least three feet distant from any wall, ceiling or partition and the average measurement of at least three microphone positions throughout the room shall be determined.
 - (8) When measuring sound within a multi-dwelling unit, all doors and windows shall be closed and the measurements shall be taken in the center of the room most affected by the applicable sound or sound source.
 - (9) Indoor measurements shall only be taken if the sound source is on or within the same property as the receiving property, as in the case of a multi-use property or a multi-dwelling property.
- C. In all cases, the maximum sound pressure level permitted in any applicable zoning district shall be determined based on the applicable zoning district of the property from which the sound pressure level is measured. When a sound source can be identified and the sound emanating therefrom can be measured in more than one zoning district, the limits of the most restrictive zoning district shall apply.

§ 88-4 Maximum permissible sound pressure levels.

- A. Subject to § 88-6, no person shall make, continue to make, cause to be made or continued any sound, or use any sound source, within the boundaries of the Village of Greenport, including any waters or beaches falling within the jurisdictional boundaries of the Village, in such a manner as to create a sound pressure level that exceeds the particular limits set forth in Table I when measured at or beyond the real property line of the applicable sound source site, except those acts specifically prohibited pursuant to § 88-5 for which no measurement of sound pressure level is required.
- B. Subject to § 88-6, no person who is in custody and control of any property or the owner and operator of any motor vehicle or motorboat_ located within the boundaries of the Village of Greenport shall permit any other person to make, continue to make, cause to be made or continued any sound, or use any sound source on any such property in such a manner as to create a sound pressure level that exceeds the particular limits set forth in Table I measured at or beyond the real property line of the applicable sound source or which shall create any sound that would otherwise be prohibited pursuant to § 88-5 except to the extent expressly permitted pursuant to § 88-6. For purposes of this Chapter, the following persons shall be presumed to be in “custody and control” of a property: (1) an individual owner or owners where the premises are owner-occupied, (2) (a) in the case of any short-term rental, the owner or owners of such property and (b) in all other cases where a property is rented or leased to a tenant, the tenant or tenants occupying such property, (3) (a) in the case of any business that has an entertainment permit, each responsible person specified in the application relating to the issuance of such entertainment permit and (b) in the case of any other business, the manager or the person in charge of such business and (4) in the case of any motor vehicle or motorboat, the operator thereof. A person found to be in custody and control of any property that is the subject of a violation of this Chapter shall be responsible for the payment of any fines imposed pursuant to § 88-9. Any person who is in custody or control of any short-term rental shall ensure that any person staying therein from time to time is aware of the applicable

limitations set forth in this Chapter 88, including the limitations set forth in § 88-5 below.

§ 88-5 Prohibitions.

Subject to § 88-6, no person shall make, continue to make, permit or cause to be made or continued any unreasonable noise as defined in § 88-1 within the boundaries of the Village of Greenport, including any waters or beaches following within the jurisdictional boundaries of the Village of Greenport. In particular, without limitation of the foregoing provision of this Section, the following enumerated acts are declared to be in violation of this Section:

A. Sound reproduction devices.

(1) The operation, playing, use or permitting the operation or playing or use of any sound reproduction device that results in any sound that is plainly audible within 50 feet from the applicable sound source (including, any motor vehicle or motorboat) ~~or at the real property site on which or from which such sound is produced as follows:~~

(a) in any residential area:

(i) on any Friday, Saturday or any public holiday occurring between May 15 and October 1 of each calendar year, between the hours of 11:00 p.m. of such day and 10:00 a.m. of the immediately following day; and

(ii) on any other day, between the hours of 10:00 p.m. of such day and 10:00 a.m. of the immediately following day; and

(b) in any commercial area:

(i) on any Friday or Saturday occurring between May 15 and October 1 of each calendar year, between the hours of 12:30 a.m. and 10:00 a.m. of the immediately following day;

(ii) on any public holiday occurring between May 15 and October 1, between the hours of 11:00 p.m. of such day and 10:00 a.m. of the immediately following day;

(iii) on any other Friday or Saturday, between the hours of 11:00 p.m. of such day and 10:00 a.m. of the immediately following day; and

(iv) on any other day, 10:00 p.m. of such day and 10:00 a.m. of the immediately following day.

Notwithstanding the foregoing, the operation, playing, use or the permitting of operating, playing or use of any sound reproduction device in any public space, public right-of-way or public waterway shall be subject to the provisions of § 88-5A(4) below.

(2) The operation, playing, use or the permitting of operating, playing or use of any sound reproduction device for commercial or business advertising purposes or for the purposes of attracting attention to any performance, show or sale or display of merchandise in connection with any commercial operation, as follows:

(a) in front or outside of any building, structure or on any property abutting or adjacent to a public right-of-way or public space, where the sound therefrom is plainly audible in any residential area or on any adjacent public right-of-way or public space; or

(b) on any boat or in any other manner on the waters within the jurisdiction of the Village of Greenport; or

(c) anywhere on any public right-of-way or public space.

- (3) The operation, playing, use or permitting of the operation, playing or use of any sound reproduction device by any person in any commercial area in connection with providing any entertainment (as defined in Chapter 150 of the Village Code), the hosting of any catered event (as defined in Chapter 150 of the Village Code) or the hosting of any mass assembly event (as defined in Chapter 44 of the Village Code) unless:
 - (a) the use thereof is otherwise permitted pursuant to § 150-51J of the Village Code without a valid entertainment permit as required under § 150-51 of the Village Code; or
 - (b) such person has (i) a valid and existing entertainment permit issued pursuant to § 150-51 of the Village Code and the use of such sound reproduction device is otherwise being operated in accordance with the terms of such entertainment and (ii) to the extent applicable, a special event permit issued pursuant to Chapter 44 and the use of such sound reproduction device is otherwise being operated in accordance with the terms of such special event.
- (4) The operation, playing, use or permitting the operation, playing or use of any sound reproduction device at any public space, public waterway or any public right-of-way except as follows:
 - (a) the use by an individual person of a personal sound reproduction device to the extent that either:
 - (i) the user thereof is using headphones or earphones in connection therewith; or
 - (ii) the sound emanating from such personal sound reproduction device is played at a low level and is not plainly audible either (A) within 25 feet from the emitting sound source or (B) at the real property line of any property located in any residential area; or
 - (b) the use thereof is expressly authorized pursuant to a special event permit issued pursuant to Chapter 44.

B. Vocal Disturbances and Peddling.

- (1) Vocal disturbances, including shouting, yelling, hooting, or the making of any other loud outcries, exclamations or other loud or boisterous sounds or loud and boisterous singing by any person or group of persons or the use of any device to amplify the aforesaid sound on, or in, any public right-of-way, public waterway or public space between the hours of (a) the earlier of (i) the hour on which any public space is required to close pursuant to § 101-2 of the Village Code and (ii) 9:30 p.m. of any day and (b) 8:00 a.m. of the immediately following day except to serve as a danger warning.
- (2) Vocal disturbances, including shouting, yelling, hooting, crying or bellowing or the use of any device to amplify any such sound by any peddler, hawker or vendor for the purpose of advertising goods, services, wares or merchandise. The provisions of this subsection shall not apply to the sale of merchandise, food and beverages (a) pursuant to a special event permit duly issued in accordance with Chapter 44 or (b) to the extent the applicable peddler, hawker or vendor is in receipt of a valid and effective permit issued pursuant to Chapter 197 of the Code of the Town of Southold and is otherwise operating in accordance with the terms thereof.
- (3) Human conversation from a group gathering area on any property (including at any swimming pool or hot tub) intermittently or at continuously for a period of more than 15 minutes at a volume plainly audible inside a closed residence located at 25 feet or more from such gathering area between the hours of 9:30 p.m. and 8:00 a.m. The actual words of the conversation need not be intelligible; audibility of the sound of conversation under the conditions described is sufficient to constitute unreasonable noise. A closed residence shall be a dwelling unit located in a residential area which has all windows and doors closed to the outside.

- C. Noise-Sensitive Zones. The creation of any sound by means of any device or otherwise on any public right-of-way, public waterway or public space adjacent to any school, court, house of worship or public library while such facility is in use or adjacent to any hospital or nursing home at any time, so that such sound disrupts the normal activities conducted at such facilities or disturbs or annoys persons making use of such facilities. Any such activity that is plainly audible within any such noise sensitive zone shall constitute *prima facie* evidence of a violation of this Section.
- D. Loading and Unloading. The loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials or similar objects between the hours of 8:00 p.m. and 7:00 a.m. the following day so as to be plainly audible across or into any residential property.
- E. Sound Signaling Devices. Causing or permitting to be caused the sounding of any sound signaling device on or in any motor vehicle or motorboat except to serve as a danger warning.
- F. Motor Vehicles and Motorboats
 - (1) The operation of any engine of any motor vehicle, motorboats or any auxiliary equipment attached thereto for a period longer than five (5) minutes in any hour while such motor vehicle or motorboat is stationary, for reasons other than traffic congestion, on any private property, public waterway, public right-of-way or other public space such that the sound therefrom is plainly audible at either (a) a distance of 50 feet from such motor vehicle, motorboat or equipment or (b) at any property located in a residential area, on any day between the hours of (i) 9:00 p.m. of such day and (ii) 8:00 a.m. of the following day.
 - (2) The operation of any motor vehicle or motorboat that does not include a muffler or other sound-suppression equipment in operable condition.
 - (3) Any disturbing or raucous sounds caused on any public right-of-way, public spaces or in public waterway at any time by racing or accelerating the engine of any motor vehicle or motorboat while moving or not moving, by the willful backfiring of any engine and exhaust from the engine tailpipe or muffler or from the screeching of tires.
 - (4) The operation of any sound reproduction device on any motorboat or other vessel so that the sound therefrom is plainly audible at a distance of 25 feet from such motorboat or vessel.
- G. Construction. The operation or permitting of the operation of any construction device, including, but not limited to, construction and demolition work, excavating or earthmoving equipment:
 - (1) Between the hours of (a) on any Monday through Saturday, 8:00 p.m. of such day and 8:00 a.m. the following day on weekdays or (b) at any time on Sundays or on any public holiday, such that the sound is plainly audible on any adjacent property.
 - (2) At any other time such that the continuous sound-in-air level at or across the real property line of the sound source site on which such construction device is being operated exceeds an L10 of eighty (80) dBA.
 - (3) At any other time such that the impulsive sound-in-air level has a peak sound pressure level at or across the real property line of the sound source site on which such construction device is being operated is in excess of one hundred thirty (130) dBA.
- H. Landscaping Equipment. The operation or permitting of the operation of any landscaping equipment by any commercial landscaper during the following days and times: (1) Monday through Friday between the hours of 7:00 p.m. on such day and 8:00 a.m. on the following day, (b) Saturday, prior to 9:00 a.m. or after 6:00 p.m. or (c) on any Sunday or public holiday,

- I. Air Conditioning and Heat Pump Equipment. The operation of any air-conditioning or air-handling equipment, swimming pool or spa pump, exhaust fan or other heat-pump based equipment in such a manner as to exceed 55 dBA over a ten (10)- minute period of time, measured from a distance of 50 feet or more from the sound source.
- J. Garbage Pick Up. Garbage collection between the hours of 8:00 p.m. and 7:00 a.m. in such manner as to be plainly audible across or into any residential property.
- M. Animals. Barking or other sounds made by a dog or other domestic animal intermittently or continuously for more than 15 minutes.

§ 88-6 Exceptions.

The following activities and/or sounds are exempt from the provisions of this Chapter:

- A. Sounds created by bells, chimes or carillons not operating continuously for more than five (5) minutes in any hour.
- B. Emergency work as defined in Section 88-2 (B). Sounds from snowblowers, snow throwers and snowplows, when operated with a muffler, for the purpose of snow removal and when used in accordance with manufacturer's specifications,
- D. Sound from stationary emergency signaling devices owned and operated by any public utility, municipal subdivision, fire department or ambulance corps when used in connection with an emergency or for testing purposes, including, but not limited to, train switching.
- E. Sound from a burglar alarm of any building or motor vehicle, provided that such burglar alarm shall terminate its operation within fifteen (15) minutes after it has been activated and shall not be operated more than fifteen (15) minutes in any one-hour period.
- F. Sounds from generators during periods when there is no electrical service available due to natural disaster or power outage; *provided* that the sound created by any stationary generator shall not exceed 75dBA at any real property line of the applicable sound source site.
- G. Sound resulting from any vehicle when responding to an emergency call or acting in time of emergency.
- H. Outdoor speakers aboard excursion boats or ferries used to announce sights or make other customary announcements to passengers; *provided* that the sound created thereby shall not exceed 65dBA as measured on any property located within the boundaries of the Village of Greenport.
- I. Sounds caused by natural phenomena or wildlife.
- J. Stationary amplified announcements at athletic events, political events or civic events.
- K. Sound resulting from or, in connection with, any event that is the subject of a special event permit that specifically provides for relief from the provisions of this Chapter 88 during the approved duration of such event; *provided* that any applicable sound reproduction device used in connection with any such event shall be expressly permitted to be used pursuant to the terms of such special event permit.
- L. Sound associated with any demonstration (as defined in Chapter 44) that is permitted to occur without a special event permit pursuant to the terms of Chapter 44, other than any sound that results from the use of a sound reproduction device of any type other than a musical instrument, megaphone or bullhorn.

§ 88-7 Prima Facie Evidence of Offenses.

The following shall constitute *prima facie* evidence of a violation of this Code:

- A. The occurrence of any activity set forth in §§ 88-5A through 88-5M that is plainly audible at a distance of 50 feet from the location from where the sound source thereof is located.
- B. With respect to unreasonable noise of the types described in §§ 88-5A(1), 88-5A(3), 88-5A(4), 88-5B(1), 88-5B(3), 88-5D, 88-5F(1), 88-5F(2), 88-(G)(1), 88-(H), 88-5(J) or 88-5(M), the making of separate and distinct but substantially similar reports to a code enforcement officer or police officer by two or more persons living in separate dwelling units (which may include apartments or condominiums located within the same building) alleging that the applicable sound constitutes unreasonable noise and specifying as to the time, duration and general location of the sound source of the applicable unreasonable noise.
- C. The occurrence of any of the activities set forth in § 88-5 that any individual person hears and reports to a code enforcement officer or police officer and the occurrence of which is corroborated by a code enforcement officer or police officer.

§ 88-8 Penalties for offenses.

- A. Any person who violates any provision of this chapter shall be guilty of a violation and shall be subject to penalties in the following manner:
 - (1) Upon a first violation, by a fine of not less than \$250 nor more than \$1500.
 - (2) Upon a second violation in any twelve (12)-month period, by a fine of not less than \$1000 nor more than \$2500.
 - (3) Upon a third violation in any twelve (12)-month period by a fine, of not less than \$1500 nor more than \$5000.
 - (4) Upon a fourth or consecutive violation in any twelve (12)-month period by a fine, of not less than \$5,000 nor more than \$20,000.
 - (4) Each action that constitutes a violation of this Chapter 88, which either continues or is repeated more than 30 minutes after the issuance of any notice of abatement has been issued pursuant to § 88-9 or a code enforcement officer or police officer has issued an order to cease said activity, shall be considered an additional separate and distinct offense.
- B. Nothing herein contained shall prevent the Village of Greenport from taking whatever action in law or equity as may be available to prevent and remedy an offense, including, without limitation, any action for declaratory judgment and/or the enjoinder of any continued violation of this Chapter or any action by the Village Board of Trustees pursuant to §150-51 to revoke any entertainment permit as a result of violations by any person of this Chapter 88.

§ 88-9 Abatement.

- A. Except as provided in Subsection **B** below, in lieu of issuing a summons, any code enforcement officer or police officer may issue a warning requiring abatement of any source of sound alleged to be in violation of this chapter.
- B. A warning shall not be issued when the applicable code enforcement officer or police officer has reason to believe that there will not be compliance with the warning, when the alleged violator has been served with a previous warning or had previously been convicted for a violation of this chapter.

§ 88-10 Construal.

No provision of this chapter shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this chapter or from

other law.

Attachments:

088a Appendix A

APPENDIX A

TABLE I

Maximum Permissible A-Weighted Pressure Levels by Receiving Property Category, in dBA

Sound Source Property Category	Receiving Property Category			
	Residential, Public Space or any Public Right-of-Way or Public Waterway abutting a Residential Area		Commercial or any Public Right-of-Way or Public Waterway abutting a Commercial Area, Public Waterway	
	12:30 a.m. to 8:00 a.m. (next day)	8:00 a.m. to 12:30 a.m. (next day)	12:30 a.m. to 8:00 a.m.	8:00 a.m. to 12:30 a.m. (next day)
Residential Area, Public Space or any Public Right-of-Way or Public Waterway abutting a Residential Area	50	65	60	70
Commercial Area, or any Public Right-of-Way or Public Waterway abutting a Commercial Area	50	65	60	70

RAYMOND G. DiBIASE, P.E., P.T.O., P.T.P., PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E.

Associates
CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP
KEITH J. MESSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA STILLMAN, P.L.S.

TRANSMITTED VIA EMAIL

January 8, 2024

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

**Re: *Village of Greenport – Planning Board
Proposal for 2024 Professional Services***

Dear Mr. Pallas:

L.K. McLean Associates, P.C. (LKMA) is pleased to extend this proposal for 2024 Professional Services to the Village of Greenport.

We have very much appreciated the opportunity to serve the Village Planning Board for the past two years. In light of recent Village Code changes, the scope of services to continue this support is now broader and the site plan application process in the Village is more complex.

As indicated in discussions with the Village and within provisions of the new code, the Village may be in need of traffic studies and engineering services that exceed the scope of our prior contract with the Village, which went into effect in the year 2022. As such, LKMA proposes the following scope of services and rate adjustments for the year of 2024.

SCOPE OF SERVICES

- I. Provide the Village Planning Board engineering and planning support to assist them in the review of site plan applications and other approvals required by Village Code §150 and related code sections. Services shall include, but not be limited to, review of surveys, site plans, application materials, permit documents, architectural plans, impact reports, feasibility studies and traffic studies. Work shall be inclusive of all correspondence, communications and regulatory review necessary provide a comprehensive review of all materials required by and all standards defined in Village Code §150. Due to the complexity of the new code, the standard turn-around time for all reviews shall be no less than thirty (30) days, depending on staff availability. This

work shall be billed on an hourly basis, according to the attached rate schedule. The majority of review work will be completed by Senior Traffic and/or Site Plan Engineers in accordance with the "Review" rate. Review of Significant Applications, as defined in Village Code §150-2, will require some involvement and oversight of Senior Project Managers. Site Plan review of applications which do not meet the criteria for Significant Applications may be accommodated in twenty (20) days or less, depending on staff availability.

- II. At the Village's request, engage in independent traffic studies, feasibility studies, impact reports and other engineering design work. This task would include, but not be limited to, the activities described by §150-31.D.(6). This task will also include development of forms, documents and other materials to support the Village on the implementation of new codes and procedures. For projects such as this, a specific cost proposal, utilizing the rate schedule in effect at the time, would be provided to the Village prior to initiating work. The specific proposal would outline the scope of services and time frame for completion of tasks requested by the Village.
- III. Virtual and in-person meetings will be attended as requested by the Village, depending on staff availability. Compensation for these meetings will be based on the hourly rate for staff member required, including travel time and all transportation expenses. Rates for 2024 will not exceed those on the included rate schedule.
- IV. LKMA Attendance at advertised Planning Board meetings must be arranged at minimum of twenty (20) business days in advance, and is subject to staff availability. A flat fee for up to four (4) hours, including travel time and expenses to Greenport Fire Department, to and from our Brookhaven office, will be billed for public meetings. The fee for meetings held in the evening hours (3pm or later), Monday through Thursday is proposed to be \$800.00. The fee for meetings held in the evening hours (3pm or later) on Fridays, or anytime on a Saturday or Sunday, is proposed to be \$1200.00. Additional hours will be based on the hourly rate for staff member required, not to exceed those on the included rate schedule.

FEE AND PAYMENT

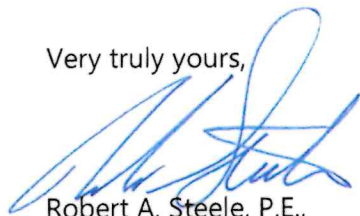
For Tasks I., III., and IV., LKMA will invoice the Village as directed (general monthly invoice or site plan specific invoice which can be paid by the applicant). For Task II., the specific cost proposal to be provided upon Village request will contain a lump sum cost for engineering services is inclusive of all labor, materials, and insurance requirements for professional services, travel expenses, reproductive costs, overhead and profit. For Task II., LKMA will be compensated by the Village for a percentage of each task's level of completion.

The above price is based on the following assumptions as detailed above and below:

1. It is proposed that any additional authorized work be authorized separately by the Department. No additional work will be performed without prior authorization.
2. Cost assumptions as indicated throughout details provided in Task Descriptions.
3. Rates billed for 2024 will be in accordance with rate schedule attached. Should this contract be extended by mutual agreement, rates for years 2025 and beyond will be determined by transmission of an updated rate schedule by LKMA to the Village.
4. LKMA is pleased to serve the Village as outlined in this proposal. However, we do not wish to preclude ourselves from engaging in private land development services within the Village. We recommend the Village consider hiring a secondary consultant (in addition to LKMA) who can effectively safeguard the Village's interests should LKMA face a conflict of interest in future projects. This Proposal assumes that LKMA will have the opportunity to participate in private land development activities within the Village, subject to disclosure by LKMA to the Village. These activities include, but are not limited to, civil engineering services, surveying services, architectural design services, and building design services. We can recommend a secondary consultant at the Village's request.

We want to thank you for the continued opportunity to serve the Village of Greenport. L.K. McLean Associates looks forward to working with your talented officials and volunteers in service to your community. Should you have any questions or concerns, feel free to contact me at any time via phone 631-286-8668 or email rsteale@lkma.com.

Very truly yours,



Robert A. Steele, P.E.,
L.K. McLean Associates, P.C.

Cc: Christine Belson, LKMA Comptroller



L.K. MCLEAN ASSOCIATES, P.C.
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719

VILLAGE OF GREENPORT RATE SCHEDULE

Professional services will be billed at the hourly rates in effect at the time the services are performed. Staff hourly rates are subject to revision on or near January 1st of each calendar year. L.K. McLean Associates, P.C. is pleased to extend the following rates to the Village of Greenport:

2024 VILLAGE OF GREENPORT RATE SCHEDULE	
BILLING CATEGORY / JOB TITLE	HOURLY BILLING RATE
Principal / Senior Project Manager	\$225.00
Senior Traffic Engineer – Design/Studies	\$205.00
Senior Engineer / Architect – Design	\$195.00
Senior Traffic/ Site Plan Engineer - Review	\$185.00
Staff Engineer – Review / Design	\$160.00
AutoCAD Designer	\$110.00
GIS Services	\$170.00
Surveyor Office	\$185.00
Survey Crew (2 people)	\$275.00
Environmental Scientist	\$195.00

VILLAGE OF GREENPORT PROPOSED 2024 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the continuation of policy, federal and state legislative and logistical support for the Mayor, Village Administrator and Village staff of the Village of Greenport to advance the successful completion of the ongoing federally-funded Microgrid, Ferry Terminal Village projects, secure the Mitchell Bulkhead Replacement Project funding and continue efforts to identify, develop and implement strategies to secure state and federal appropriations and grants funding to support additional Village project development and Village operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continue support for the Village Administrator and Village staff in discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) ("Resilient Homes and Communities") and other Village consultants regarding the Microgrid Project completion, including the completion of necessary federal forms and other requirements to comply with federal requirements and advance the remainder of the federal grant funding for the Project.
- Participate in necessary conference calls with GOSR staff, Village staff and Village consultants regarding Project status, actions and documents necessary for project completion.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for Housing Trust Fund Corporation (HTFC) funding guidelines.
- Communicate, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continue support for the Village Administrator, Village staff and Village consultants in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding for the Project.
- As necessary, participate in meetings and conference calls with NYSDOT, FHWA, the Village Administrator, Village staff and Village consultants regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continue efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the North Ferry Terminal Facility Project.
- Communicate, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Mitchell Park Bulkhead Replacement Project:

- Continue discussions with relevant Congressional Members and staff in DC and regional offices (including Sens. Schumer, Gillibrand and Congressman LaLota) to support the inclusion of the \$3 million for the Mitchell Park Bulkhead Replacement Project in the FY2024 Transportation, Housing and Urban Development and Related Agencies Appropriations bill passed by Congress and signed by the President.

Legislative:

- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman LaLota) and Members and staff in the NYS Legislative offices (including Sen. Palumbo and Assembly Member Giglio) to identify existing and emerging federal and state funds, including, but not limited to, the "Infrastructure Investment and Jobs Act" (IIJA), and "Inflation Reduction Act" (IRA) funds and state funds made available through the implementation of the "Climate Leadership and Community Protection Act" (CLCPA) to support the Village projects, programs, and objectives, including, but not limited to the Mitchell Park Bulkhead Replacement Project and the proposed Sewer Main Extension for the Sandy Beach and Safe Harbor Facilities.
- Continue efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Continue efforts with Congressional Members, Committee staff, NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand if necessary) to secure funds for the Mitchell Park Bulkhead Replacement Project if the funds are not secured through the FY2024 appropriations process.

- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

SCHEDULE OF FEES

I propose a continuation of the existing contract through December 31, 2024 that provides for not more than 180 hours of consulting services at a fee of \$150 per hour for the term of the twelve-month contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work with the Village.



RESOLUTION 2024-61

ADOPTED

DOC ID: 19873

THIS IS TO CERTIFY THAT THE FOLLOWING RESOLUTION NO. 2024-61 WAS ADOPTED AT THE REGULAR MEETING OF THE SOUTHOLD TOWN BOARD ON JANUARY 2, 2024:

WHEREAS, by Resolution 2022/429 the Town Board authorized the Town Clerk to advertise for bids for Police Department surplus boat identified as 1998 World Cat 27-foot fiberglass hull, model # 266SF/WA, VIN # EPY66312F898 with engines and equipment; and

WHEREAS, by Resolution 2023 /830 the Town Board again authorized the Town Clerk to advertise for bids for said Police Department surplus boat with engines and equipment; and

WHEREAS, following each of said resolutions, the Town Clerk caused a 'Legal Notice to Bidders' to be advertised for two consecutive weeks in the Suffolk Times requesting bids for the said surplus boat; and

WHEREAS, despite the efforts of the Town to obtain bids for the surplus boat, no bids were received by the Town Clerk following each of the advertised 'Notice to Bidders'; and

WHEREAS, upon further consideration of the disposal of said surplus boat, and the identification of an existing need of the Village of Greenport for the said surplus boat; now therefor be it

RESOLVED that the Town Board of the Town of Southold hereby authorizes and directs the Supervisor to transfer ownership of said surplus boat to the Village of Greenport and to execute all documents, including the NYS Certificate of Title, to consummate this transaction.

**Denis Noncarrow
Southold Town Clerk**

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brian O. Mealy, Councilman

SECONDER: Jill Doherty, Councilwoman

AYES: Doroski, Mealy, Smith, Krupski Jr, Doherty, Evans

JRH Consulting Engineers, D.P.C.

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

January 22, 2024

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, New York 11944

Re: Sanitary Sewer System
Proposal for Engineering Services
Evaluation of Sewage Treatment Plant and
Sanitary Sewer Collection System

Dear Mr. Pallas:

Thank you for considering JRH Consulting Engineers, D.P.C. (JRH) to provide professional engineering services to assist the Village during evaluation of the existing sewage treatment plant and sewage collection system for capital improvement and maintenance needs with preparation of an Engineering Report and construction cost projections.

We understand the need for future utility operating and maintenance costs to be both practical and affordable. Our staff members have worked with the Village utility systems for decades and have extensive design experience with sewer and wastewater treatment facilities and can provide excellent support to accomplish these improvements.

This proposal is intended to clarify the scope, schedule, and associated cost of the engineering tasks that you should be considering in order to proceed with this project.

QUALIFICATIONS

JRH was formed with the intent of providing high quality environmental, water supply and civil consulting engineering services to municipal, Federal, industrial, and private clients, at fair prices. The firm is fully computerized with strong capabilities in Computer Aided Design and Drafting (CADD), 3D computer modeling, structural analysis, and Geographic Information Systems (GIS). Technology is not used for its own sake, but is applied to increase the accuracy of the delivered work product, and the efficiency with which it is produced. JRH has strong technical and design capabilities, but is efficiently staffed, which allows us to keep our overhead competitive.

We work with numerous municipal and private clients on a wide variety of assignments spanning Environmental, Water Supply, Civil, Mechanical and Electrical Engineering projects. Our office staff is design and construction oriented which enables us to prepare bid documents that can be built cost effectively and within your budgets. Representative clients include the Village of Hempstead, Village of Greenport, Village of Freeport, Village of Farmingdale, Village of Northport, Village of Port Jefferson, Village of Bellport, Village of Lindenhurst, Village of Patchogue, the Brookhaven National Laboratory, as well as numerous law firms and architectural firms.

*The Third Generation of Excellence
In Water Supply, Water Resources, Civil and Environmental Engineering*

We are familiar with the wastewater collection system and sewage treatment plant (STP) and their operating history. Many of the components are approaching 100 years of age and have been kept in service through good operating and maintenance practices. Shorter lived components such as pumps and mechanical moving components are past their normally expected service life spans.

We understand the goals of this project to consist of an assessment of the condition of existing plant and collection system components and development of priorities for maintenance and replacement. The initial task will be to assess the major components of the STP and collection system in conjunction with Village DPW staff and to project achievable remaining service life spans and cost projections over the next ten years.

The project deliverable will be an engineering report with task priorities and construction cost projections. While “maintenance” activities are not typically eligible for project funding from the New York State Environmental Facilities Corporation (NYSEFC), it may be possible to apply for funding for one or more “replacement” projects. The Engineering report will be used in support of funding applications to be submitted to the New York State Department of Health (NYSDOH) Revolving Fund (SRF) to secure funding for the design and construction of each identified project. The report will also include information on treatment component sizing for submission to the Suffolk County Department of Health Services (SCDHS) and the New York State Department of Health (NYSDOH).

The recommended scope of services, schedule of services and cost proposal are as follows:

SCOPE

Task 1 – Evaluation and Engineering Report

Inspection and evaluation of the existing treatment and pumping facilities will provide information necessary to project service life spans and replacement costs. Together, this information will be used to create construction cost projections. We recommend that the following activities be undertaken:

- Review of Record Drawings – We will coordinate with the Department of Public Works (DPW) and the Building Department to obtain copies of record drawings for the STP and pump stations which may exist.
- Site Visit – We will make one site visit with the STP operating staff to observe and photograph the existing facilities in order to verify the accuracy of the record drawings and to discuss the remaining service life of the mechanical and electrical components.
- Prioritized Component List – the condition of major components will be discussed with the plant staff and remaining service lives projected. Typical components may include the Biological Nutrient Removal (BNR) basins, their air rotors, screw pumps, force mains, lift station pumps, wet wells and piping, electrical components, controls, etc.
- Cost Projections – We will develop preliminary construction cost projections based on the component list and communications with equipment manufacturers.

- Engineering Report – This will include preparation of an Engineering Design Report, detailing the goals and need for the project, scope of project improvements, existing condition, alternatives, cost projections and recommendations. The report will include the prioritized components list together with sizing of treatment and pumping components. The report will be submitted electronically to the Village for review and approval and five paper copies will be printed for final submissions to SCDHS and for use with funding applications.

Task 2 – Additional Services

Additional services not directly related to the assessment and engineering report are available to assist the Village as requested. Typical tasks in this category would include the following:

- Assistance during negotiations for funding and preparation of funding applications and assistance during meetings or public presentations in pursuit of funding sources.
- Printing of additional report copies, figures or exhibits.
- Attendance at additional meetings or public presentations.
- Performance of property surveys, test pits or sampling for lead, asbestos, etc., or performance of metallurgical assays.
- Support to the Village or other consultants retained to prepare and administer funding applications.
- Preparation of construction plans and specifications and assistance during construction.

SCHEDULE:

Task 1 – Evaluation and Engineering Report

We will contact Village staff to obtain copies of record drawings within one week of receipt of your notice to proceed. The field meeting will be scheduled within two weeks of receipt of all available record drawings.

The draft prioritized component list will be provided for your approval within five weeks of completion of the field meeting. Once the prioritized component list is approved, JRH will complete the draft engineering report within three weeks. The final report will be ready within one week of receipt of any comments on the draft report from the Village.

Task 2 – Additional Services

A mutually agreeable schedule for additional services will be negotiated at the time any such services are requested. 72-hour advance notice is requested prior to scheduling of meetings, to the extent possible.

COST PROPOSAL:

Task 1 – Evaluation and Engineering Report

Lump Sum of \$27,400. A spreadsheet showing current staff names and billing rates was used to arrive at this price and is attached for your reference.

Task 2 – Additional Services

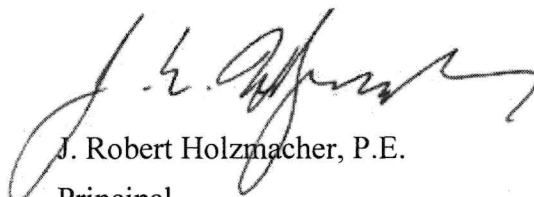
The cost for any additional services will be negotiated at the time any such services are requested. A copy of our current rate sheet is enclosed.

AGREEMENT

Our standard form of agreement is attached for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing. You can authorize the work by signing below or providing an equivalent Board Resolution.

Thank you for the opportunity to propose on this work. We look forward to working with you to achieve timely and cost-effective improvements to the utility system. Please call me at extension 101 if you have any questions.

Very truly yours,
JRH Consulting Engineers, D.P.C.



J. Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: Inc. Village of Greenport

Date: _____

JRH:j

Encl.

JRH CONSULTING ENGINEERS DPC - COST PROPOSAL/BACKUP SHEET
Sanitary Sewer System
Capital Improvements and Replacements
Inc. Village of Greenport, NY
Task 1 - Evaluation & Engineering Report

2024 Employee Rates

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 250.00	/hour	40	\$ 10,000.00
Thomas J. Murawski, R.A.	Principal	\$ 225.00	/hour	0	\$ -
Anthony J. Zalak	Principal	\$ 170.00	/hour	4	\$ 680.00
Steven Uccellini	Principal	\$ 160.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 150.00	/hour	0	\$ -
Kevin Fedorko	Staff Architect	\$ 150.00	/hour	1	\$ 150.00
Andrew L. Brennan I.E.	Project Engineer	\$ 150.00	/hour	0	\$ -
Andrew Hine, I.E.	Project Engineer	\$ 150.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 140.00	/hour	0	\$ -
Daniel Mastrococco	Project Engineer	\$ 140.00	/hour	80	\$ 11,200.00
Mia Tagliagambe	Project Engineer	\$ 140.00	/hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 140.00	/hour	0	\$ -
Joseph Esposito	Staff Engineer	\$ 140.00	/hour	0	\$ -
Amanda Chiappone	Project Scientist	\$ 110.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 110.00	/hour	40	\$ 4,400.00
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 99.00	/hour	8	\$ 792.00
Tina Eletto	Technical Assistant	\$ 85.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Dylan Clemente, P.E.	Associate Structural Engineer	\$ 175.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	Total Direct Labor			173	\$ 27,222.00
Subcontractors					
	Survey	\$0.00		1.1	\$ -
	Utility Mark-Out	\$0.00		1.1	\$ -
	Driller	\$0.00		1.1	\$ -
	Laboratory	\$0.00		1.1	\$ -
	Inspection MWBE	\$0.00		1.1	\$ -
	Laboratory	\$0.00		1.1	\$ -
					\$ -
	Total Subcontractor				\$ -
SUPPLIES & EQUIPMENT					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	200	\$ 22.00
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	10	\$ 2.20
	printing "D size" - Black & White	\$ 2.00	/sheet	5	\$ 10.00
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	10	\$ 2.00
	printing Accu Bind & Cover	\$ 1.00	/sheet	5	\$ 5.00
	Vehicle Mileage	\$ 0.585	/mile	240	\$ 140.40
	Total Supplies & Equip.				\$ 181.60
	Total Direct Costs				\$ 27,403.60
			Say:		\$ 27,400.00

JRH Consulting Engineers, D.P.C.

Hourly Rates in Effect for 2024

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	200.00 – 375.00*
Architect	200.00 – 350.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	140.00 – 315.00*
Engineers	105.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 185.00
Sr. Environmental Scientists	120.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	95.00 – 125.00
Field Technicians	75.00 – 110.00
Support Staff	60.00 – 105.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.67 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

JRH Consulting Engineers, D.P.C.

Standard Terms and Conditions of Service

JRH Consulting Engineers, D.P.C. (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish records data pertinent to the work proposed at the site including but not limited to surveys, maps, as-built drawings, reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, as may be required for safe conduct of new work at the site.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve and publish all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.

JRH Consulting Engineers, D.P.C.

- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

JRH Consulting Engineers, D.P.C.

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

JRH Consulting Engineers, D.P.C.

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

JRH Consulting Engineers, D.P.C.

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.

PrincipalsSteven A. Fangmann, P.E., BCEE
President & ChairmanWilliam D. Merklin, P.E.
Executive Vice PresidentRobert L. Raab, P.E., BCEE, CCM
Senior Vice PresidentJoseph H. Marturano
Senior Vice President

January 22, 2024

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

Re: Mitchell Park Bulkhead Replacement Project
Proposal for Permitting and Cost Estimating Services
D&B No. 3813

Dear Mr. Pallas:

At the request of the Village of Greenport (Village), D&B Engineers and Architects (D&B) has prepared this proposal for permitting and cost estimating services for the ***Mitchell Park Bulkhead Replacement Project (Project)***.

As you are aware, D&B was originally retained by the Village in 2016 to provide Professional Engineering Services for the project related to the development of a Feasibility Study, Environmental Review and Permitting, and Final Design and Construction Documents. At this time, the Village has requested D&B to provide a proposal for updating the previously completed cost estimate and renewing the previously obtained permitting approvals.

Permitting Services

D&B's permitting experts will coordinate with the required regulatory agencies to renew the previously obtained permitting approvals. D&B's proposal does not include submitting new permit applications if required by the regulatory agencies. As part of D&B's scope of work, the following permits will be renewed:

- NYSDEC Tidal Wetlands – Expires 12/1/2024
- NYSDEC Water Quality Certification – Expires 12/1/2024
- NYSDEC Excavation & Fill in Navigable Waters – Expires 12/1/2024
- USACE NWP 3 – Expired 3/18/2022
- NYSDOS Coastal Consistency

Cost Estimating Services

Since the onset of COVID, pricing has increased significantly. Our pricing approach to account for volatility includes increasing outreach to vendors in order to understand and further adjust material and equipment cost forecasting. Additionally, as longer lead times started to impact construction durations,

Paul J. Pallas, P.E.
Village Administrator
Village of Greenport
January 22, 2024

cost estimates have needed to be adjusted to account for extended project durations above the pre-COVID norms. We continue to monitor price and lead time trends and adjust escalation predictions accordingly in a continuing effort to stay on top of, or ahead of, the current market. As part of this task, D&B will update the previously completed construction cost estimates to current industry pricing.

Proposed Fees

D&B’s proposed not-to-exceed fee for the additional work is as follows:

Permitting Services:.....	\$3,500
Cost Estimating Services:.....	<u>\$6,250</u>
Total Not-To-Exceed Fee:	\$9,750

- D&B’s proposed fee does not include any permitting fees that may be required from the regulatory agencies as part of the renewal process.
- D&B’s proposed fee does not include services related to reviews required for the New York State Environmental Quality review (SEQR) process. It is assumed that the previously completed SEQR process remains valid.

We thank you for your consideration of this request and look forward to working together to see the development of this project through fruition. If you have any questions, please contact me at (516) 364-9890.

Very truly yours,

Thomas Schaefer, P.E.
Senior Associate

TSt/kb
cc: R. Raab
3813\TS012224PP-Ltr

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2024 Period: 1 Trans Type: B2 - Amend Status: Batch
 Trans No: 5309 Trans Date: 01/05/2024 User Ref: ADAM
 Requested: MIKE F. Approved: Created by: ADAM 01/05/2024
 Description: TO APPROPRIATE GENERAL RESERVES TO FUND THE REPAIR OF DRAINS AT ADAMS STREET PARKING LOT Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5110.406	SIDEWALKS/CURBS..	3,000.00
A.5990	APPROPRIATED FUND BALANCE	3,000.00
Total Amount:		6,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2024 Period: 1 Trans Type: B2 - Amend Status: Batch
 Trans No: 5392 Trans Date: 01/17/2024 User Ref: ADAM
 Requested: Approved: Created by: ADAM 01/17/2024
 Description: TO APPROPRIATE LIGHT FUND RESERVES TO FUND THE REMOVAL OF A TREE OVER POWER LINES Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	5,000.00
E.0761.221	TREE TRIMMING..	5,000.00
Total Amount:		10,000.00

Chapter 44

Assemblies, Mass Public

GENERAL REFERENCES

Noise — See Ch. 115.
Recreation Areas and Beaches— See Ch. 101.
Streets and sidewalks — See Ch. 115.
Entertainment permits — §§150-52, 150-51.

§ 44-1 Intent.

The Board of Trustees of the Village of Greenport, being concerned for the health, safety and welfare of the residents of the Village of Greenport and the public that otherwise are within the jurisdiction of the Village of Greenport, and being cognizant of the difficulties in the concentration and gatherings of persons in public places has enacted this chapter.

§ 44-1A Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ADDITIONAL EQUIPMENT OR STRUCTURES

Any temporary structure (including, tents, dance floors or stages), furnishings (including tables and chairs), sound reproduction devices (including speakers), entertainment devices (but excluding sound reproduction devices) such as bouncy houses, inflatable slides, jet skis, movie or film screens or other similar items, food trucks or carts or any other equipment (but excluding sound reproduction devices), including generators, grills, powered refrigeration units or catering trucks that is intended to be brought in specifically in connection with the hosting of any mass assembly event, but excluding, for the avoidance of doubt, any beach umbrella, any beach pop-up tent that is intended for sun protection, any beach canopy that is intended for sun protection, beach chairs, portable coolers that do not require any type of power or small tables being utilized to hold small items for personal use but not for seating or dining related purposes.

CATERED EVENT

Has the meaning set forth in Chapter 150.

CHARITABLE ORGANIZATION

An organization as defined in New York Executive Law § 171-a, including but not limited to, not-for-profit corporations. Such charitable organizations shall be recognized as exempt from federal taxation under Internal Revenue Code § 501(c)(3), shall be duly registered with the Charities Bureau of the Attorney General of the State of New York and shall provide services or funds that benefit the Village of Greenport.

[CONCESSION AGREEMENT

Has the meaning set forth in Chapter 101.]

DEMONSTRATION

Any assembly or gathering of one or more persons held for the purpose of exercising free speech activity protected either by the First Amendment to the United States Constitution or Article I, Section 8 of the New York State Constitution, which shall include conduct the sole or principal object of which is the expression, dissemination or communication of opinion, views or ideas and for which no fee or donation is charged or required as a condition of participation in, or attendance at, such assembly or gathering. Examples of a demonstration may include, without limitation, press conferences, speeches and protests.

ENTERTAINMENT PERMIT

A permit issued to any business in accordance with §150-51 in connection with such business providing entertainment (as defined in Chapter 150) or hosting catered affairs (as defined in Chapter 150).

MASS ASSEMBLY EVENT

Any organized parade, procession, walk, run, march, race, ride, motorcade, concert, theatrical event, cultural event, exhibit, fair, fundraising event, boat show, car show, sporting event, catered event or any other similar social occasion or event or activity that involves the planned one-time assembly of persons for a common purpose, with or without a requirement for the payment of any fee or donation or any sponsorship, of more than (A) to the extent utilizing in whole or in part any (i) public space, (ii) public waterway, (iii) public-right-of-way or (iv) private property located in any residential area, the lesser of (x) such number of persons as shall be prescribed for any applicable public park pursuant to Chapter 101 and (y) 50 persons or (B) in all other cases, 100 persons. Examples of mass assembly events may include, without limitation, a circus, carnival, fair, festival, block party, marathon or other running event, bicycle race or tour, sporting tournament, spectator sporting event (such as football, baseball and basketball games), art show, craft fair, barbeque, reception party, wedding, family reunion, graduation party, birthday party, dance or movie screening event.

MITCHELL PARK

Means the public park and marina located south of Front Street between Bootleg Alley and Third Street which is commonly referred to as “Mitchell Park” or “Mitchell Park Marina”.

[PERMITTED CATERER

Means any business that is located within the Village of Greenport that is listed on a list of catering companies that have been approved by resolution of the Village of Greenport Board of Trustees for providing catering services in any public park.]

PERSONS

An individual, association, firm, syndicate, company, trust, partnership, corporation, department, bureau or agency or any other entity recognized by law.

PUBLIC HOLIDAY

Has the meaning specified in Chapter 88.

PUBLIC PARK

Has the meaning specified in Chapter 101 and shall include for the avoidance of doubt Mitchell Park.

PUBLIC RIGHT-OF-WAY

Has the meaning specified in Chapter 88.

PUBLIC SPACE

Has the meaning specified in Chapter 88 and shall include for the avoidance of doubt any public park.

PUBLIC WATERWAY

Has the meaning specified in Chapter 88.

[RESIDENT

With respect to any location, a natural person who makes such location their primary place of domicile as evidenced by such person using such location as (a) their address for purposes of official personal identification (i.e. a driver's license) and (b) the primary location for purposes of income tax filings or otherwise demonstrating through other customary means that such location is the principal domicile such person.]

SOUND REPRODUCTION DEVICE

Has the meaning specified in Chapter 88.

MASS ASSEMBLY PERMIT

A permit issued by the Board of Trustees by the Village of Greenport as required under the terms of this Chapter.

SPONTANEOUS DEMONSTRATION

Any demonstration occasioned by news or affairs coming into public knowledge and initiating a peaceful public response.

§ 44-2 Special permit required for mass public assembly; Exceptions to Mass Assembly Permit Requirement; Limitations on use of Mitchell Park].

- A. (1) Subject to § 44-2(B) below, a mass assembly permit is required for all mass assembly events within the Village of Greenport, including, in any public waterway, public space or on or using any public right-of-way.
- (2) Subject to § 44-2(B) below, no person or group of persons shall maintain, conduct, promote, engage in, operate or knowingly participate in any mass assembly event within the boundaries of the Village of Greenport, including, in, on or using any public waterway, public space or public right-of-way. except pursuant to, and in accordance with, a mass assembly permit issued by the Board of Trustees of the Village of Greenport as hereinafter provided.

Any mass assembly event that is held pursuant to a mass assembly permit shall be held in accordance with the information provided in the application for such mass assembly permit and shall be subject in all respects to any other applicable provisions of Village Code, including, those set forth in Chapter 88 (Noise) and Chapter 101 (Recreation Areas and Beaches) and any other terms, conditions or limitations contained in the applicable mass assembly permit. The organizers of any mass assembly event that shall receive a mass assembly permit shall be responsible for satisfying the requirements set forth in § 44-8 below prior to the occurrence of the applicable mass assembly event or such mass assembly permit shall be considered void.

B. A mass assembly permit shall not be required for any of the following:

- (1) Any activity undertaken by any person that expressly permitted under any conditional use approval, site plan approval or entertainment permit validly issued and in effect in accordance with the provisions of Chapter 150, except to the extent of any catered event involving more than 100

persons which event shall also require the issuance of a mass assembly permit to the extent constituting a mass assembly event.¹

- (2) Any (a) spontaneous demonstration occurring between the hours of 9:00 a.m. and 10 p.m.; *provided* that such demonstration relates to events that have occurred in the immediately preceding 48 hours or (b) any other demonstration occurring between the hours of 9:00 a.m. and 10 p.m.; *provided* that the Village Clerk and the Southold Town Police Department are notified of the plan to hold such demonstration by no later than close of business of the day immediately preceding the day on which such demonstration is to be held; and *provided further* that, in either case, such demonstration does not involve the use of vehicles, animals, fireworks or equipment (other than any sound reproduction device which is otherwise expressly permitted to be used in connection therewith in accordance with Chapter 88); or
- (3) Lawful picketing; or
- (4) Funeral processions by a licensed mortuary; or
- (5) Events sponsored by the Village of Greenport, including, without limitation, an annual Halloween Parade, an annual Christmas Parade and Tree Lighting, an annual Menorah lighting, a summer concert series in Mitchell Park, an Easter Egg hunt, and other similar events; or
- (6) Regular sporting events or tournaments held at facilities intended for such purposes; or
- (7) Student assemblies at any school chartered by New York State.

C. No mass assembly permit shall be issued for the holding of any mass assembly event at Mitchell Park except for the following types of events:

- (1) Any mass assembly event that is open to the public and held for the purpose of benefiting a charitable organization;
- (2) Any mass assembly event that is open to the public for cultural, arts, educational or sporting or fitness purposes, including races, marathons, yoga, tai chi or other fitness classes, theater events, musical performances and other similar events; *provided* that no such event shall require any sponsorship, the payment of any fee or the making of any donation in order to participate therein [except to the extent that Board of Trustees shall have determined that such mass assembly event (a) is in the public interest, (b) shall occur for a period of no longer than three (3) hours and (c) will not otherwise have a material impact on the ability of the public to use and access Mitchell Park during the occurrence of such mass assembly event];
- (3) Any mass assembly event for a private event (i.e. one that is not generally open to the public such as a birthday party, wedding, retirement party, engagement party or reunion) that is held at either (x) the carousel or in the area immediately adjacent thereto or (y) in the area above the marina office and in the grass area adjacent to the Mitchell Park Marina Office and the Camera Obscura; *provided* that (a) such event is being held or hosted by a resident of the Village of Greenport, (b) no such event shall be permitted to occur on any (x) public holiday, (y) Saturday or Sunday that falls immediately before or after a public holiday or (z) day on which any other mass assembly event is occurring in Mitchell Park and (c) no more than five (5) such events shall be permitted between the period beginning on the Friday immediately preceding the last Monday in May

¹ NTD: Chapter 150-51 (Entertainment Permits) and other provisions of Chapter 150 to be amended to make clear that a mass assembly is also required in connection with any catered event involving 100 or more invitees.

(otherwise being known as the Friday immediately before Memorial Day) and continuing through the first Monday in September, known as Labor Day of any calendar year.

[In no event shall any person be permitted to offer for sale any food, beverages, goods, merchandise or services in Mitchell Park, except (x) catering services provided by Permitted Caterer in connection with a mass assembly event of the type described in clause (2) or (3) above to the extent expressly contemplated by the terms of the applicable mass assembly event or (y) pursuant to a concession agreement entered into pursuant to Chapter 101.]

§ 44-3 Application procedure; review; contents of mass assembly permit.

A. Application procedure.²

- (1) Any person seeking to organize or host any mass assembly event shall file an application with the Village Clerk at least 60 days prior to the date or dates upon which such mass assembly event is to take place or such later date as the Village Board of Trustees may agree to but in any event a date that is no later than seven (7) days prior to any regularly scheduled meeting of the Board of Trustees that precedes the date on which such mass assembly event is to take place.
- (2) The application shall include the following:
 - (a) A description of the proposed mass assembly event, including a description of the purpose of such event, all related activities to be carried out in connection therewith and the fee, donation or sponsorship required to be made in connection with participation (if any) in such event and the proposed property or location where such event is contemplated to be located.
 - (b) The expected maximum number of persons intended to use the relevant property, or location in connection with such event, including the total number of participants, guests, organizers, performers (if applicable), employees (if applicable), merchants (if applicable) and instructors (if applicable). In the event that any proposed mass assembly event is proposed to take place in Mitchell Park pursuant to Section 44-2(C)(3), the applicant shall also include a general description of the persons intended to be invited to attend such event (i.e relatives, friends, etc.) and indicate approximately what percentage of such attendees reside in the Village of Greenport and/or the Town of Southold.
 - (c) The proposed date or dates thereof.
 - (d) The proposed duration of the event.
 - (e) The means of accommodating attendees as to:
 - (i) Food and beverages, if food and beverage service is part of the event, including the name and address and telephone number of any person or persons who will be engaged in the preparation and/or sale of food and a copy of any applicable County Department of Health Services permit number.

² NTD: VILLAGE CLERK TO REVIEW/UPDATE APPLICATION FORM ONCE FINAL FORM OF LAW HAS BEEN AGREED.

- (ii) Shelter (if applicable).
 - (iii) Facilities for toilet and other personal sanitary needs for men and women.
 - (iv) Emergency first aid.
 - (v) Parking of cars, showing the means of ingress, egress and parking areas for gatherings of 100 or more persons.
 - (vi) Provision for public safety, guards or special police assisting in the control of traffic and the supervision of those persons attending the event, for outdoor events.
 - (f) The name, address and telephone number(s) of the person(s) organizing the event and who can be contacted prior to and during the event by the Village or any Southold Town police officer.
 - (g) The names of any groups, organizations, charitable organizations, businesses or individuals who shall benefit from the proceeds of such event (if any).
 - (h) Whether it is contemplated that any additional equipment or structures and/or sound reproduction devices will be used in connection with such mass assembly event and, if so, a description of such additional equipment or structures, sound reproduction devices and the proposed placement and use thereof.
 - (i) Provisions for the disposition of any garbage, trash, rubbish or other refuse that arises in connection with such mass assembly event.
 - (j) A description of any signage or lighting to be utilized in connection with such mass assembly event.
 - (k) A description of any food, beverages, goods or other services to be sold or auctioned at, or otherwise be made available to attendees, in connection with such mass assembly event.
 - (l) If a transportation shuttle is proposed, the location of parking for shuttle passengers and any pick-up/drop-off locations within the Village.
 - (m) Any additional information required by the Board of Trustees.
- B. In making a determination as to whether to grant an application for a mass assembly permit, the Board of Trustees of the Village of Greenport shall review the application and consider the following:
- (1) The size and capacity of the proposed area where the mass assembly event is scheduled to take place to accommodate the proposed mass assembly event without unduly impinging on the public's right to access or use of any associated public space, public waterway or public right-of-way.
 - (2) The impact of the proposed mass assembly event on the safe and orderly movement of traffic in the area directly surrounding the proposed mass assembly event and in the Village more generally
 - (3) The need for the Southold Town Police Department or any emergency services to be present in connection with the proposed mass assembly event.

- (4) The potential impact of the proposed mass assembly event on fire and police protection and ambulance service to the areas contiguous to the proposed mass assembly event and to the Village in general.
- (5) The potential impact of the proposed mass assembly event on the movement of firefighting equipment or ambulance service in the Village of Greenport.
- (6) The potential impact of the proposed mass assembly event on adjacent property owners and the surrounding neighborhood.
- (7) Possible conflicts with other events and seasonal demands which may overtax or cause an undue burden on the Village of Greenport and/or Town of Southold. As a general rule, mass assembly events in public parks should be avoided on public holidays and Saturdays or Sundays immediately following or preceding any such public holiday except to the extent open to the general public and specifically related to such public holiday.
- (8) Whether the applicant is the subject of any outstanding violations in respect of the provisions of this Chapter or any other provisions of the Code.
- (9) The frequency of the proposed mass assembly event and whether it constitutes a use of the applicable property compatible with its character and that of the surrounding area.
- (10) Whether the proposed mass assembly event has a high probability of disorderly conduct likely to endanger public safety or to result in significant public damage.
- (11) The availability of parking for the event.
- (12) Any other matters that relate to the health, safety and welfare of the general public.

A mass assembly permit is a privilege and not a right and may be denied (a) if the applicant fails to comply with any applicable provision of this Chapter or (b) for any other reason not prohibited by law.

C. The Board of Trustees may issue a mass assembly permit upon such terms and conditions as the Board of Trustees deems necessary and proper to ensure the public health, safety and welfare. In particular, but without limitation, the Board of Trustees may place limitations on (1) the use or placement of any additional equipment or structures in connection with a particular mass assembly event, (2) the hours during which such mass assembly event may occur, (3) the total number of participants or guests permitted to attend such mass assembly event and (4) the use and placement of sound reproduction devices in connection with such mass assembly event.

D. A mass assembly permit shall include the following information:³

- (1) The location of the applicable mass assembly event and date, starting and endings times therefore.
- (2) Whether such mass assembly event is permitted to utilize any additional equipment and structures or sound reproduction devices and, if so, any limitations applicable thereto. In the event that a mass assembly permit does not include a specific authorization for any of the foregoing, the use

³ NTD: VILLAGE CLERK TO DEVELOP APPROPRIATE FORM OF PERMIT FOR ISSUANCE BASED ON TERMS OF THIS CHAPTER

thereof shall not be permitted if otherwise prohibited pursuant to the terms of Chapter 88 or 101 or any other provision set forth in this Code.

- (3) The maximum number of participants permitted in connection with such mass assembly event or, if such mass assembly event consists of a parade, motorcade or other similar moving event, the maximum number of vehicles and/or length of such parade, motorcade or event.
 - (4) Any requirements for the presence of Southold Town police or any emergency services in connection with such mass assembly event.
 - (5) Any conditions around the use of signage in respect of such mass assembly event.
 - (6) The name and contact details of the organizers of the applicable mass assembly event.
- E. No mass assembly permit is transferable and shall expire at the close of the mass assembly event for which it is issued.
- F. An applicant who is denied a mass assembly permit by the Board of Trustees may apply to the Board of Trustees for reconsideration of the application by filing an appeal with the Village Clerk within 10 days of the date of the denial. A complete copy of the original application for the applicable mass assembly event shall accompany the request for reconsideration. The Board of Trustees may, following a public hearing, affirm, amend or reverse the determination of its prior decision subject to any conditions deemed appropriate under the circumstances.

§ 44-4 Concurrent remedies.

Nothing contained herein shall be deemed or construed so as to prevent the enforcement of any other remedy at law, concurrent or otherwise, available to the Board of Trustees or other law enforcement authority to avoid or prevent any violation or attempted violation of this chapter, such as but not limited to an injunction or restraining order. The Village of Greenport may maintain any action or proceeding in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

§ 44-5 Supplementary provisions.

This chapter is in addition to any other law, ordinance or regulation affecting the subject matter herein and is not in limitation thereof.

§ 44-6 Penalties for offenses.

Any person or persons, who shall violate or aid in, take part in or assist in the violation of this chapter shall be subject to: (a) a minimum fine of not less than \$500 and not more than \$1,000 for the first offense and (b) a minimum fine of \$1,000 or a maximum fine of \$5,000 for each additional offense occurring within twelve (12) months of the first offense. Any penalties payable under this § 44-6 shall be in addition to any other penalties that such person or persons may be liable for pursuant to any other provision of this Code, including, without limitation, pursuant to Chapter 88 or Chapter 101.

§ 44-7 Revocation of Permit.

Any mass assembly permit may be summarily revoked by the Board of Trustees at any time, when, by reason of disaster, public calamity, riot or other emergency, it is determined that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered in writing to the permittee by certified mail or by such other notice as the Board of Trustee may designate from time to time.

§ 44-8 Other Applicable Requirements.

- A. Each applicant for a mass assembly permit shall be required to pay to the Village Clerk an application fee of \$150 or such greater amount as the Board of Trustees may prescribe from time to time by resolution; *provided* that an applicant may include a request for approval of up to *six* (6) different mass assembly events in connection with any application for a mass assembly permit (without any greater cost in respect of the fee for such application)]; *provided further* that in connection with any mass assembly permit for any mass assembly event of either (i) the type described in §44-2(C)(2) which involves the payment of any fee or the making of any donation in order to participate therein or (ii) §44-2(C)(3), the applicant thereof shall further be required to pay a use fee in an amount of not less than (x) to the extent such event is to be held at the carousel, the amount determined to be equal to the Village's cost of opening and operating the carousel at such time (including the cost of staffing) *plus* not less than \$500 per hour (or such greater amount as the Board of Trustees may prescribe from time to time by resolution on account of staffing) for each hour of duration of such event, (y) in the case of any event of the type described in §44-2((C)(3) that is held at any location other than the carousel, \$5,000 or such greater amount as the Village Board of Trustees may prescribe from time to time by resolution and (z) in the case of any event of the type described in §44-2(C)(2) which involves the payment of any fee or the making of any donation in order to participate therein, ~~a fee equal to 10% of the proceeds received by the organizer thereof from the payment of any such fees or donations~~.
- B. Each applicant for any mass assembly event to be held at any public space, public right-of-way or public waterway shall be required to provide a certificate of general liability insurance naming the Village of Greenport as an additional insured with limits of \$1,000,000 per occurrence or such other limit as may be required by the Village Board of Trustees in connection with approving the applicable mass assembly permit for events where expected attendance is anticipated to exceed 100 persons.
- C. Each applicant that is hosting a mass assembly event to be held at any public space, public right-of-way or public waterway shall be required to make (1) a minimum clean up deposit with the Village of Greenport of \$500 which shall be returned upon a demonstration that no damage has occurred as a result of such mass assembly event and that all garbage, trash, rubbish, signage and other refuse has been satisfactorily disposed of in accordance with the provisions of this Section and any other applicable provisions of the Code, including Chapter 101 and (2) at the discretion of the Board of Trustees, a deposit in an amount to be determined based upon the estimated direct costs attributable to any additional police or emergency costs associated with the relevant mass assembly event. Any such deposit shall be used to cover any applicable costs associated with clean up or the provisions of additional police or emergency services and any monies remaining will be returned to the applicant.
- D. For all mass assembly events which anticipate attendance in excess of 100 persons, the organizers must retain the services of a security professional possessing either a private investigator's license or a watch, guard or patrol agency license from the State of New York. Said security professional shall submit to the Village Clerk and the Southold Town Police Department a detailed security plan, in a form acceptable to the Southold Town Police Department outlining potential security threats affecting the applicable mass assembly event and plans to mitigate the same. The Southold Town Police Department shall approve the security plans in order for any applicable mass assembly permit to be issued.
- E. The Board of Trustees for the Village of Greenport may waive in whole or in part any of the requirements set forth above in clauses A, B, C or D.

- F. No additional equipment or structures may be placed on the location of the proposed mass assembly event to be held at any public space, public right-of-way or public waterway prior to the date on which such event is permitted to occur and all such structures shall be removed at the close of such mass assembly event unless the mass assembly permit shall expressly provide for different time periods.
- G. No signage associated with the mass assembly event shall be permitted to be put up in any public space or public right-of-way more than five (5) days prior to the occurrence of such event and all such signage put up in connection with any mass assembly event shall be removed and disposed of offsite by no later than two (2) days after the end of such mass assembly event.

Chapter 101

Recreation Areas and Beaches

GENERAL REFERENCES

Alcoholic beverages — See Ch. 35.
Mass public assemblies — See Ch. 44.
Boats and boating — See Ch. 48.
Noise — See Ch. 88.

§ 101-1 Purpose.

The Village of Greenport, for the preservation and maintenance of suitable recreation facilities for its citizens and their guests, hereby enacts this chapter so as to ensure the peaceful, orderly and most beneficial use of any and all recreational facilities supported, in whole or in part, maintained or owned by the Village of Greenport.

§ 101-2 Definitions.

ADDITIONAL EQUIPMENT OR STRUCTURES

Has the meaning specified in Chapter 44.

BEACH

Any land lying within the jurisdictional boundaries of the Village of Greenport between the mean high water line of a body of water and the base of any bluff or dune or where no bluff or dune is present, between such body of water and the naturally occurring beach grass or upland vegetation if no naturally occurring beach grass is present.

~~CONCESSION~~

~~The right of a person or persons to privately utilize any public space or public waterway for the purpose of: (A) selling food and/or beverages, (B) selling goods or merchandise, (C) renting or storing goods, merchandise or equipment, including, paddleboards, tennis rackets, kayaks, bicycles, beach chairs, beach umbrellas and other similar recreational items, or (D) providing instructional services such as yoga or other fitness classes, paddleboarding lessons or other similar types of lessons, involving outdoor activities, in each case, to, or for the benefit of, members of the public.~~

~~CONCESSION AGREEMENT~~

~~An agreement entered into between the Village and any person or persons granting such person or persons the right to operate a specified concession at any public space or in any public waterway which is consistent, in the opinion of the Village Board of Trustees, with the use of such public space or public waterway.~~

MASS ASSEMBLY EVENT

Has the meaning specified in Chapter 44.

MASS ASSEMBLY PERMIT

Has the meaning specified in Chapter 44.

MITCHELL PARK

Has the meaning specified in Chapter 44.

PERSON

Has the meaning specified in Chapter 44.

PUBLIC PARK

Any park, playground, athletic field, boat-launching ramp, skate park or beach that is owned by, leased by, maintained by, or otherwise under the control of, the Village of Greenport, regardless of whether zoned as “Park District” or otherwise, including without limitation, the park and beach area located at the south ends of Fifth and Sixth Streets, the playground located at Third Street adjacent to the Village of Greenport Firehouse, the basketball court located at Third Street north of Center Street, the skatepark located at Moore’s Woods and Mitchell Park.

PUBLIC RIGHT-OF-WAY

Has the meaning specified in Chapter 88.

UNREASONABLE NOISE

Has the meaning specified in Chapter 88.

§ 101-2 **Hours.**

- A. All public parks shall open at sunrise and close at one hour after sunset or such later hour as may be specified in any applicable mass assembly permit, with the following exceptions to closing time:
 - (1) The area set aside for the village campsite;
 - (2) Mitchell Park which shall close at 12:00 a.m.; and
 - (3) the public park located at Moore’s Woods (including the skate park) which shall close at 10:00 p.m.
- B. No person or persons shall remain in or enter a public park before opening time and/or after the closing time thereof without the prior written permission of the Board of Trustees.

§ 101-3 **Littering.**

No person shall bring in or dump, deposit or leave any bottle, broken glass, ashes, paper boxes, cans, dirt, rubbish, waste, garbage, refuse, brush, gravel, fill or other similar materials in any public park or any adjacent public right-of-way except in proper trash receptacles provided by the Village of Greenport expressly therefor. Where receptacles are not so provided, all such items shall be carried away from the public park by the person responsible for its presence and properly disposed of elsewhere.

§ 101-4 **Alcoholic beverage restrictions.**

Except to the extent specifically permitted pursuant to any duly issued mass assembly permit, no person or persons shall consume alcoholic beverages from any container in any public park.

§ 101-5 Animals.

- A. Dogs or domestic animals shall not be allowed on or within (1) any designated bathing beach during such time that a lifeguard is on duty or (2) any public park that is posted with signage indicating that dogs or domestic animals are prohibited.
- B. To the extent not prohibited pursuant to clause (A) above, dogs or domestic animals shall only be allowed on or within any public park (including any beach) in compliance with the conditions set forth in Chapter 39 and shall at all times be on a leash and restrained no more than four (4) feet from the owner or custodian of such dog or domestic animal.

§ 101-6 Liability for injuries and stolen property.

Anyone using any public park or any related facilities shall do so with the understanding that the Village assumes no responsibility for any injury or damage which such person may sustain while an occupant of the applicable public park or while using any related facilities; and the Village shall not be responsible in any manner for any article that may be stolen from any public park, any structure located on any public park or from any motor vehicle or motorboat parked on a right-of-way adjacent to any public park.

~~§ 101-7 Selling; vending; concession agreements.~~

101-7 Selling; vending; distribution of certain goods.

The selling, vending or offering for sale of any wares or merchandise or any tickets for admission to entertainment or other functions or chances or letters or lotteries or the distribution of leaflets, booklets or any advertising material whatsoever is strictly prohibited, except in such case and instances as the Village Board of the Village of Greenport has issued a permit therefor.

- ~~A. No person shall sell, vend, rent or offer for sale or rent any wares, merchandise, goods, services or tickets for admission, entertainment or other events at any public park or any adjacent public waterway except as expressly provided for in any validly issued: (1) mass assembly permit, (2) [concession agreement, (3)] license issued by the Town of Southold pursuant to Chapter 197 of the Code of the Town of Southold or (4) other permit granted by resolution by the Board of Trustees.~~
- ~~B. [The Board of Trustees of the Village of Greenport may grant concessions for the use of a portion of any public park or public waterway area to one or more persons from time to time pursuant to such terms and conditions as the Board may determine are in the best interest s of the Village; provided that (1) the granting of any such concession shall be subject to the terms of Chapter 29 and any other applicable laws or regulations relating to the Village' s granting of any concession and entering into of any related concession agreement, (2) the decision to put out to bid any concession or otherwise grant a concession shall be the subject of a public hearing, (3) the initial duration of any concession shall be no longer than [two (2)] years, (4) the process for bidding on any concession shall be subject to such other terms and conditions as the Board of Trustees shall set forth in any request for proposal for a concession. In conducting any bid for any concession, the Board of Trustees shall include provisions governing rights of appeal and protest in connection with any denial or determination of noncompliance by an application for a concession as are required by law or otherwise deemed advisable by the Board of Trustees. Any concession agreement entered into by the Village in connection with the granting of any concession shall expressly provide for the right of the Village Board of Trustees to terminate such concession agreement upon a finding that the person(s) holding the related concession are in breach of their obligations thereunder in addition to any other remedies that may be specified therein.]~~

§ 101-8 **Other Prohibitions.** Except to the extent expressly provided for to the contrary in any mass assembly permit or any other permit issued by the Board of Trustees from time to time, the following activities are prohibited in any public park and on any public waterway or public right-of-way immediately adjacent thereto:

- A. Except for areas designated for parking, parking aisles and driveways providing access to such parking areas, driving or use of a motor vehicle in any public park; placement of any motorboat in any public park (except to the extent that there is a marina expressly provided therefor).
- B. Any mass assembly event without a permit as required pursuant to Chapter 44 (other than any event that is not required to obtain a mass assembly permit pursuant to Chapter 44, including any demonstration).
- C. Conduct or activities, including any fighting or other violent, tumultuous or threatening behavior, that: (1) significantly interferes with ordinary park use by the public, (2) jeopardizes the safety of the public or (3) is indecent or disorderly.
- D. (1) Digging or removing sand, gravel, rocks or other similar materials located in any public park or adjacent public waterway or (2) cutting, carving, removing or otherwise damaging any tree or plant in any public park.
- E. Erecting, constructing or placing any additional equipment or structure, fence, barricade or sign without having obtained the express permission of the Board of Trustees of the Village of Greenport.
- F. Unreasonable noise.
- G. The playing or operation of any sound reproduction device (as defined in Chapter 88) except to the extent permitted under the terms of Chapter 88.
- H. The kindling, building, maintaining or use of any fire in any place or portable receptacle, except in places or receptacles provided by the Village of Greenport or as expressly permitted pursuant to any mass assembly permit.
- I. Any marking, defacing, injuring or damage to any building, structure, property or equipment located therein.
- J. Undressing or dressing either by changing from ordinary street clothes into bathing or beach attire or otherwise except in any building or structure provided therefore.
- K. Camping or sleeping or the erection of any additional building or structure, temporary or otherwise for such a purpose.
- L. Possession or discharge of fireworks.
- M. The playing of any games involving thrown or otherwise propelled objects, such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation, including any field or court or other similar area established therefor.

- N. Distribution of any leaflets or handbills containing harassing, threatening or intimidating text or images.
- O. Harassing, threatening or intimidation of another person of reasonable sensitivities.

§ 101-9 **Use of Picnic Areas.** No person shall, in any public park:

- A. Picnic in a location in such public park other than a place designated for such purpose.
- B. Violate the regulation that use of any Village provided for grills or fireplaces, together with tables and benches provided therefor , follows generally the rule of first come, first served, except if it is an organized mass assembly event that exhibits a mass assembly permit.
- C. Use any portion of a picnic area or any of the equipment, furnishings, buildings or structures located at any public park for the purpose of holding a picnic to the exclusion of other persons or for an unreasonable time if the facilities are crowded.
- D. Leave a picnic area before a fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles or other refuse is placed in prior disposal receptacles where provided or carried away from the applicable picnic area.

§ 101-10 **[Mitchell Park.**

- A. No person shall organize any private event or activity involving the congregation of a [ten (10)/twenty-five (25)] or more persons (other than any use of the carousel, the camera obscura or skating park in the ordinary course of its business⁴) that is intended to take place in any portion of Mitchell Park without first obtaining a mass assembly permit in accordance with Chapter 44 (unless such event or activity is a type that is not required to have a mass assembly permit pursuant to §44-2(B) and is an otherwise permitted activity conducted during the hours that Mitchell Park is open).
- B. No additional equipment or structure or sound reproduction device shall be placed, used or operated by any person in Mitchell Park except to the extent expressly permitted pursuant to any Mass Assembly Permit or other resolution enacted by the Village Board of Trustees from time to time.
- C. Except as specifically permitted in section 101-10(A), the use of Mitchell Park by any person is subject to all of the other provisions set forth in this Chapter 101 with respect to the use of any public park.]

§ 101-11 **Beaches.**

- A. No person shall swim, bathe or wade in any waters or waterways in or adjacent to any beach except in such waters and at such places as are provided therefor and in compliance with such regulations as are herein set forth or may otherwise be adopted from time to time.
- B. Any designated bathing or swimming area shall be kept free from any form of motorboat, water equipment or other floating objects that may cause inconvenience, injury or discomfort to bathers, except of such equipment is intended for the protection of life.

⁴ NTD: Board will need to repeal and/or amend the resolution passed on May 28, 2015 relating to the use of Mitchell Park to reflect proposed provisions of Chapter 44 and 101 in respect of Mitchel Park once agreed.

- C. No person shall bring into or operate any boat, raft or watercraft, whether motor-powered or not, upon any water places designated for bathing.
- D. No person shall (1) fish within 20 feet of any designated bathing or swimming area or (2) use any surfboard, paddleboard or windsurfing equipment (except for the launch thereof) within 150 feet of any designated bathing or swimming area.

§ 101-12 Penalties for offenses.

- A. Any person or persons who shall violate or aid in, take part in or assist in the violation of this chapter shall be subject to: (a) a minimum fine of not less than \$500 and not more than \$1,000 for the first offense and (b) a minimum fine of \$1,000 or a maximum fine of \$5,000 for each additional offense occurring within twelve (12) months of the first offense. Any penalties payable under this § 101-15 shall be in addition to any other penalties that such person or persons may be liable for pursuant to any other provision of this Code, including, without limitation, pursuant to Chapter 88.
- B. A code enforcement officer or police officer of Southold Town Police Department shall have the authority to enforce and/or eject from any public park any person violating the provisions of this Chapter or any other provisions of the Code.

§ 101-12 Concurrent remedies. Nothing contained herein shall be deemed or construed so as to prevent the enforcement of any other remedy at law, concurrent or otherwise, available to the Board of Trustees or other law enforcement authority to avoid or prevent any violation or attempted violation of this chapter, such as but not limited to an injunction or restraining order. The Village of Greenport may maintain any action or proceeding in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

§ 101-13 Supplementary provisions. This chapter is in addition to any other law, ordinance or regulation affecting the subject matter herein and is not in limitation thereof.

Bill VOG 02-24.

A local law to amend the Code of the Village of Greenport, to amend the maximum speed limit in non-school zones throughout the Village to 25 miles per hour.

Section 1. Legislative Intent and Findings.

The Village of Greenport currently imposes a speed limit of 25 miles per hour on Main Street and Front Street, and 30 miles per hour on all other streets (except in school zones where the speed limit is 20 miles per hour). The Village recognizes that there is significant pedestrian and bicycle traffic, including residents and tourists, throughout the Village, not just on Main and Front Streets but on the residential streets in the Village, and finds that due to these conditions and traffic engineering considerations streets would be made safer if the speed limit on all streets, other than in school zones, is 25 miles per hour. Establishing a Village-wide 25 miles per hour speed limit will reduce the potential for traffic accidents and pedestrian or bicyclist injuries and will improve the character of the Village.

Section 2. Chapter 132 of the Code of the Village of Greenport is hereby amended, to read as follows:

“§132-45. Schedule VII: Speed Limits.

In accordance with the provisions of §132-10, the maximum speed limit at which vehicles may proceed on or along any streets or highways within the Village is hereby established at 25 miles per hour, except as indicated below.

Name of Street	Speed limit (mph)	Location
Moore's Lane (school zone)	20	1,450 feet from Route 25 to Water Tower Property (this would include the stone-paved road which is the entrance to the polo grounds on the north end.)

Section 3. Severability. If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 4. Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

Bill VOG 03-24.

A local law to amend the Code of the Village of Greenport in relation to the imposition of fees by Board of Trustees resolution.

Section 1. Intent. The Village Code provides for various fees to be adopted by resolution and others are provided by fee amounts established by local law. The Board intends to create a uniform method of establishing fees in all instances. Each of the Code provisions that currently provides for a fee amount is hereby amended to authorize the Board of Trustees to establish fees from time to time.

Section 2. The following sections of the Code of the Village of Greenport are amended, to read as follows:

“§61-7. Fee. Every application for determination under this Chapter shall be accompanied by a fee in an amount as determined from time to time by resolution of the Board of Trustees. In addition, an applicant shall be responsible for fees for consultants, in accordance with Part 617 of Title 6 of the New York Codes, Rules and Regulations. Where the village must prepare a final environmental impact statement, the fee charged shall be the actual cost incurred by the Village.

§63-6(A). Fee. The fee for a filming permit (for a period of three days or less) shall be a nonrefundable fee in an amount as determined from time to time by resolution of the Board of Trustees, payable in cash or check at the time of submission of the film permit application.

§65-7. Building Department Fee Schedule. The fee to file an application for a building, construction, demolition or sign permit, certificate application or any other Building Department application shall be in an amount as determined from time to time by resolution of the Board of Trustees. No application shall be deemed filed and no permit shall be issued until required fees have been paid and all other pertinent requirements have been met.

§68-11(B). Fees. All applications for a floodplain development permit shall be accompanied by a fee in an amount as determined from time to time by resolution of the Board of Trustees. In addition, the applicant shall be responsible for reimbursing the Village of Greenport for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than \$500 to cover these additional costs.

§76-10. The fee for a certificate of appropriateness and for the preparation and publication of any required notice shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§103-11. The biennial permit fee for a rental permit or a renewal rental permit, including the fee for an owner of a rental property found by any court of competent jurisdiction to have violated this

chapter within a two-year period preceding the date of the commencement of the renewal period, shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§105-40(A). The application fee for a new sewer connection shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§105-40(D). Inspection fees for new services and for disconnection of sewer services shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§105-40(E). Upfront connections fees outside of the Village limits shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§112-6. The application fee for a dumpster permit shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§115-13(C). A road opening permit fee shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§118-14. The fee for Planning Board applications for subdivisions, mergers or as otherwise required by this Chapter shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§136-4(I). Only devices deemed acceptable by the New York State Department of Health are acceptable. Plans and installations must conform to New York State Health Department of Health guidelines. Failed installation inspections that are required by this Chapter will necessitate a charge to be billed to the customer's water account based on the size of the service line in an amount as determined from time to time by resolution of the Board of Trustees.

§142-7. Wetland Permit Application Fees. The fee for a wetland permit application, any other applications required by this Chapter, and any required hearing notice shall be in an amount as determined from time to time by resolution of the Board of Trustees. The applicant is separately responsible for payment to the Village of all consulting and professional fees incurred by the Village in reviewing the application.

§150-15(I). Businesses which are not located on Front Street, Main Street or Third Street. south of Front Street may have one or more directional sign(s) on either Front Street, Main Street or Third Street, south of Front Street. Applications for such off-street business directional sign(s) must be approved by the Planning Board. Such off-street business directional sign(s) shall be limited to 8 inches x 24 inches in size. The sign(s) shall only be installed by the Greenport Public Works Department for a fee in an amount as determined from time to time by resolution of the Board of Trustees. The sign(s) shall be licensed for a period of two years, and such license(s) shall be renewed upon expiration. When the business is discontinued the sign(s) will be taken down."

Section 3. The following sections shall be added to the Code of the Village of Greenport, to read as follows:

“§150-27(L). The fee for applications to the Board of Appeals shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§150-29(H). The fee for a conditional use permit application shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§150-30(E). The fee for a site plan application shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§150-30.1(F). The fee for a curb cut application shall be in an amount as determined from time to time by resolution of the Board of Trustees.

§150-50(C). The fee for a SWPPP application shall be in an amount as determined from time to time by resolution of the Board of Trustees.”

Section 4. Severability. If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

Bill VOG 04-24.

A local law amending Chapter 132 of the Code of the Village of Greenport, to establish a paid parking program and paid parking facilities and zones in the Village.

Section 1. Chapter 132 of the Code of the Village of Greenport is hereby amended by adding Article X, to read as follows:

“Article X. Paid Parking Program.

§132-60. Establishment of Paid Parking Program.

The Village Board of Trustees hereby establishes a paid parking plan in areas as authorized by this Article and as determined by the Board of Trustees by resolution from time to time. The Village Clerk, upon the approval by resolution of the Board of Trustees, may procure software programs, if needed, and other equipment and services that are determined necessary to implement the paid parking plan.

§132-61. Establishment of Paid Parking Zones.

Paid parking zones are hereby designated as being those parts of streets or public parking fields upon which paid parking is now designated or may hereafter be designated from time to time by resolution of the Board of Trustees.

§132-62. Applicability.

- A. Hours and days of operation. The provisions of this Article shall apply to all Village paid parking zones during such hours as shall be posted for their application.
- B. Authority to establish and vary hours and days. The Board of Trustees may establish and vary, by resolution adopted from time to time, the hours and days during which this Article shall be effective. Hours of operation shall be displayed within the paid parking zones.

§132-63. Paid Parking Zone Charges.

Parking fees shall be determined from time to time by resolution adopted of the Board of Trustees. Such fees shall be documented within any smartphone application or other equipment employed by the Village pursuant to this Article.

§132-64. Paid Parking Zone Equipment and Pay Facilities.

Except in a period of emergency determined by an officer of the Fire or Police Department, or in compliance with the directions of a police officer or traffic control sign or signal, when any vehicle shall be parked in any parking space within a paid parking zone pursuant to this Article, the operator of such vehicle shall, upon entering the parking space, immediately register with the paid parking smartphone application and make payment for parking in accordance with the applicable fees. Alternatively, the operator of such vehicle may register by calling a toll-free number by personal or public telephone and arranging for payment by phone. The owner and/or operator of a vehicle shall be responsible for the cost of any surcharges imposed by any credit card company in connection with the payment for parking, as indicated specifically on the smartphone application or on the telephone application.

§132-65. Payment Procedure.

Failure to make proper payment in accordance with the instructions on the smartphone application or the phone alternative for the amount of time that the vehicle will be parked in the parking stall shall constitute a violation of this Article.

§132-66. Failure to Pay.

If a vehicle shall remain parked in any a parking space beyond the parking time limit set for such vehicle's parking space, and if the paid parking information system shall indicate such illegal parking, such vehicle shall be considered as parking overtime and beyond the period of legal parking time, and such parking shall be a violation of this Article.

§132-67. Exemptions.

In the paid parking areas designated by the Board of Trustees, all spaces designated for handicapped parking and spaces designated for limited (thirty-minute or less) parking shall be exempt from the provisions of this Article.

§132-68. Assignment of Fees Collected/Records.

The payments required hereunder are hereby levied and assessed as fees to be deposited within the general fund for the Village. It shall be the duty of the Village Treasurer to keep a record of the collection of fees from parking and to deposit said fees in the appropriate municipal account.

§132-69. Violations.

It shall be unlawful and a violation of the provisions of this Article for any person to cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked without payment within a paid parking space or beyond the period of legal parking time established for any paid parking zone as herein described. Any violation of any provision of this Article shall be subject to a penalty of \$50 per offense.

Section 3. Severability. If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 4. Effective date. This local law shall take effect immediately upon filing with the Secretary of State.