



236 THIRD STREET
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11944

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villageofgreenport.org

MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT 217

VILLAGE CLERK
CANDACE HALL
EXT 214

February 22, 2024 at 6:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

MOTION TO OPEN THE REGULAR SESSION MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Raymond Paul Corwin
Robert W. Keith

ANNOUNCEMENTS

- Online Bill Pay launched on February 13th, 2024 with an automated Pay-by-Phone option as well. Please visit the Village of Greenport website for additional details.
- The 2024 Village of Greenport property tax lien sale will be at 10:00 a.m. on March 12, 2024, at Greenport Village Hall, 236 Third Street, New York, 11944.
- A Board of Trustees Special Work Session will be held Thursday, February 29th, 2024 at 6:00 P.M. at the Firehouse.
- Southold Town/Greenport West Zoning Presentation & Community Engagement meeting will be held on Thursday, March 7th, 2024 at 6:00p.m. at the Greenport Firehouse.

PUBLIC HEARING

- Public hearing regarding the proposed local law 2 for the maximum speed limit in non-school zones throughout the Village to 25 miles per hour; public hearing remained opened from the February 15, 2024, Work Session.
- Public hearing regarding the proposed local law 3 in relation to the imposition of fees by the Board of Trustees resolution; public hearing remained open from the February 15, 2024, Work Session.

- Public hearing regarding the proposed local law 4 to amend Chapter 132, to establish a paid parking program and paid parking facilities and zones in the Village.
- Public hearing regarding granting of a cable television franchise agreement by and between the Village of Greenport and CSC Acquisition-NY, Inc.
- Public hearing regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp., as Agent for the property located at 2050 Manhasset Avenue, Greenport, NY 11944 SCTM#1001-3-1-2 to perform the following work: Construct a 112' low profile retaining wall. Install three rows of 12" coir-logs, 16' in length. Plant Cape America Beach Grass 12"o.c.

BOARD DISCUSSION

- Local law Chapter 88, entitled "Noise" of the Greenport Village Code.
- Local law Chapter 44 – Assemblies and Chapter 101 – Recreation Areas and Beaches of the Greenport Village Code.

PUBLIC TO ADDRESS THE BOARD

RESOLUTIONS**RESOLUTION # 02-2024-1**

RESOLUTION adopting the February, 2024 agenda as printed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lily Dougherty-Johnson, Trustee
SECONDER:	Julia Robins, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-2

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julia Robins, Trustee
SECONDER:	Patrick Brennan, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VILLAGE ADMINISTRATOR**RESOLUTION # 02-2024-3**

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.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Patrick Brennan, Trustee
SECONDER:	Mary Bess Phillips, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-4

RESOLUTION approving the attached Proposal submitted by Grove Climate Group for the payment of a portion of the expenses incurred regarding the New York Association of Public Power 2024 - 2025 Scope of Work.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Bess Phillips, Trustee
SECONDER:	Lily Dougherty-Johnson, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-5

RESOLUTION approving the attached Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. for the payment of a portion of the expenses incurred regarding the New York Association of Public Power 2024 - 2025 Scope of Work, and authorizing Mayor Stuessi to sign the Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lily Dougherty-Johnson, Trustee
SECONDER:	Julia Robins, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-6

RESOLUTION approving the attached Retainer Agreement submitted by Roffe Group for the payment of a portion of the expenses incurred regarding the New York Association of Public Power 2024 - 2025 Scope of Work.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julia Robins, Trustee
SECONDER:	Patrick Brennan, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-7

RESOLUTION accepting the proposal submitted by H2M, dated January 9, 2024 to prepare the Annual Water Supply Statement / Consumer Confidence Report, including the results of the New York State Department of Health's Source Water Assessment Program and the supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, New York State Health Department and New York State Department of Environmental Conservation, at a total cost of \$ 3,000; to be expensed from Account F.8310.413 (Special Services).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Patrick Brennan, Trustee
SECONDER:	Mary Bess Phillips, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-8

RESOLUTION approving an increase in the hourly wage rate for Daniel King, from \$ 30.68 to \$ 32.92 per hour, effective March 6, 2024 owing to the completion of a job related course of study, per Article VII (Salaries and Compensation), Section 9 (c) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Bess Phillips, Trustee
SECONDER:	Lily Dougherty-Johnson, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-9

RESOLUTION AUTHORIZING THE VILLAGE OF GREENPORT TO RENEW A CABLE FRANCHISE AGREEMENT WITH CSC ACQUISITION-NY, INC. TO OPERATE A CABLE SYSTEM IN THE VILLAGE OF GREENPORT, NEW YORK

WHEREAS, the Village of Greenport, NY (the "Village") is a "franchising authority" in accordance with Title VI of the Communications Act of 1934, (the "Communications Act"), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the "Cable Laws");

WHEREAS, the Village, executed a franchise renewal agreement with CSC ACQUISITION-NY, INC. (the "Franchisee") on March 25, 2011, which was thereafter confirmed and made effective by the New York State Public Service Commission on June 28, 2011 for a term of ten (10) years (Case No. 11-V-0138) and

WHEREAS, said franchise agreement thereafter expired on June 28, 2021 and

WHEREAS, Franchisee has submitted a proposed franchise renewal agreement (the "Franchise Renewal Agreement") to continue operating said cable system within the Village; and

WHEREAS, The Village and Franchisee have mutually agreed to the terms of said Franchise Renewal Agreement; and

WHEREAS, the Village has determined that the Franchisee is and has been in substantial compliance with all terms/provisions of its existing franchises and applicable law; and

WHEREAS, the Village has determined that Franchisee has the requisite legal, technical and financial capabilities to operate cable systems within the Village and that Franchisee’s proposals for renewal of the franchises meet the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement was held before the Village on February 22, 2024.

NOW, THEREFORE, be it

RESOLVED, that the Village determines that it is in the best interest of the public to award the Franchise Renewal Agreement to the Franchisee; and be it

FURTHER RESOLVED that the Village hereby authorizes the Mayor to enter into the Franchise Renewal Agreement with CSC ACQUISITION-NY, INC. and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Village of Greenport.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Lily Dougherty-Johnson, Trustee
SECONDER:	Julia Robins, Trustee
AYES:	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VILLAGE TREASURER

RESOLUTION # 02-2024-10

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached budget Amendment #5428 to appropriate light fund reserves to fund the repair of a 2” water line in plant and compliance work for Suffolk County Health Department, and directing that Budget amendment #5428 be included as part of the formal meeting minutes of the February 22nd Regular Meeting of the Board of Trustees.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Julia Robins, Trustee
SECONDER: Patrick Brennan, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-11

RESOLUTION authorizing Deputy Treasurer Brautigam to perform attached budget Amendment #5446 to transfer funds from Fire Repair and Maintenance to Fire Apparatus and Maintenance to cover vehicle repairs, and directing that Budget amendment #5446 be included as part of the formal meeting minutes of the February 22nd Regular Meeting of the Board of Trustees.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patrick Brennan, Trustee
SECONDER: Mary Bess Phillips, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-12

RESOLUTION authorizing Deputy Treasurer Brautigam to preform attached Budget Amendment #5510, recording the budget for the purchase of the new Ambulance by appropriating Fire Apparatus Reserves, and directing that Budget amendment #5510 be included as part of the formal meeting minutes of the February 22nd Regular Meeting of the Board of Trustees.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mary Bess Phillips, Trustee
SECONDER: Lily Dougherty-Johnson, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-13

RESOLUTION authorizing Deputy Treasurer Brautigam to preform attached Budget Amendment #5511 to transfer funds from Wastewater payroll to Wastewater treatment plant expense to partially fund the J.R.H consulting infrastructure review, and directing that Budget amendment #5511 be included as part of the formal meeting minutes of the February 22nd Regular Meeting of the Board of Trustees.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Lily Dougherty-Johnson, Trustee
SECONDER: Julia Robins, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-14

RESOLUTION authorizing Deputy Treasurer Brautigam to appropriate funds from CD.0200.000 - Operating Cash Small Cities- to fund repairs at Village owned house located at 278 Second Street, not exceed the amount of \$17,800.00.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Julia Robins, Trustee
SECONDER: Patrick Brennan, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VILLAGE CLERK

RESOLUTION # 02-2024-15

RESOLUTION approving an increase in the cost of a single ride on the Village of Greenport Carousel from \$2.50 to \$ 3.00 per single ride, with a 15 ticket purchase cost increasing from \$25.00 to \$30.00, with the cost increases to be effective on June 1, 2024.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Patrick Brennan, Trustee
SECONDER: Mary Bess Phillips, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-16

RESOLUTION accepting the attached Service Agreement submitted by Garratt-Callahan Company for the provision of a water treatment chemical program and service therefore, and authorizing Mayor Stuessi to sign the Service Agreement with Garratt-Callahan Company.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mary Bess Phillips, Trustee
SECONDER: Lily Dougherty-Johnson, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-17

RESOLUTION accepting the attached proposal submitted by Lisa Otis for the management of the Village of Greenport McCann Campground per the Request For Proposals opening on February 14, 2024 and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Lisa Otis for the management of the Village of Greenport McCann Campground.

RESULT: TABLED [UNANIMOUS]
MOVER: Kevin Stuessi, Mayor
SECONDER: Mary Bess Phillips, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-18

RESOLUTION ratifying to fully transfer employee Jacy Ross from part-time Office Assistant to a full-time Office Assistant at a pay rate of \$20.00 per hour effective date February 1, 2024. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period ending on May 1, 2024.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patrick Brennan, Trustee
SECONDER: Mary Bess Phillips, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-19

Resolution authorizing an amendment to resolution #07-2023-6 to allow for a progress payment for the installation of the bid item of a Cot Mount Power Load system in the currently in service Fire Department ambulance in advance of the delivery of the new ambulance quoted in the bid with the understanding that the total approved cost of \$496,382 in the associated bid stated in resolution #07-2023-6 does not change.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mary Bess Phillips, Trustee
SECONDER: Lily Dougherty-Johnson, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-20

RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 21, 2023 and September 22, 2024; for the annual Maritime Festival.

RESULT: **TABLED [UNANIMOUS]**
MOVER: Kevin Stuessi, Mayor
SECONDER: Lily Dougherty-Johnson, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-21

RESOLUTION approving the Public Assembly Permit Application submitted by Linda Kessler on behalf of the Greenport Business Improvement District (BID) for the use of a portion of Mitchell Park from 10:00 a.m. through 2:30 p.m. on March 30, 2024 for the 2024 annual Egg Roll event, and approving the waiver of the \$50.00 application fee.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Julia Robins, Trustee
SECONDER: Patrick Brennan, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-22

RESOLUTION approving the Public Assembly Permit Application submitted by Rena Casey-Wilhelm on behalf of Greenport Skate Park Inc., to use the Village of Greenport Skate Park from 6:00 p.m. through 9:00 p.m. on Friday, June 21, 2024 and 12:00 p.m. through 3:00 p.m. on Saturday, June 22, 2024 for National Get Out & Skate Day, and approving the waiver of the \$50.00 application fee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patrick Brennan, Trustee
SECONDER: Mary Bess Phillips, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-23

RESOLUTION approving the Public Assembly Permit Application submitted by Rena Casey-Wilhelm on behalf of Greenport Skate Park Inc., to use the Village of Greenport Skate Park from 12:00 p.m. through 3:00 p.m. on Saturday, May 18, 2024, for Community Photo Shoot, and approving the waiver of the \$50.00 application fee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mary Bess Phillips, Trustee
SECONDER: Lily Dougherty-Johnson, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

RESOLUTION # 02-2024-24

RESOLUTION approving the Public Assembly Permit Application submitted by Rena Casey-Wilhelm on behalf of Greenport Skate Park Inc., to use the Village of Greenport Skate Park from 11:00 a.m. through 6:00 p.m. on Saturday, July 13, 2024 with a rain date on Sunday, July 14, 2024 for Festival, and approving the waiver of the \$50.00 application fee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lily Dougherty-Johnson, Trustee
SECONDER: Julia Robins, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VOUCHER SUMMARY

RESOLUTION # 02-2024-25

RESOLUTION approving all checks per the Voucher Summary Report dated February 21, 2024, in the total amount of \$561,551.12 consisting of:

- o All regular checks in the amount of \$528,932.28, and
- o All prepaid checks (including wire transfers) in the amount of \$32,618.84.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Julia Robins, Trustee
SECONDER: Patrick Brennan, Trustee
AYES: Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

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 04-23.

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.

A FRANCHISE RENEWAL AGREEMENT
between the
Village of Greenport, Suffolk County, State of New York
and
CSC Acquisition-NY, Inc.

Village of Greenport

February 22, 2024

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

FRANCHISE RENEWAL AGREEMENT

between the

Village of Greenport, Suffolk County, State of New York

and

CSC Acquisition-NY, Inc.

WHEREAS, the Village of Greenport (hereinafter referred to as “Municipality”) has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, CSC Acquisition-NY, Inc. (hereinafter referred to as “Franchisee”), or, if applicable Franchisee’s predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible;

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement;

THEREFORE

The Municipality and Franchisee agree as follows:

1. DEFINITION OF TERMS

1.1 “Affiliate”: any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 “Area Outage”: a total or partial loss of video or audio signals carried on the “Communications System” in a location affecting five or more subscribers.

1.3 “Cable Act”: Title VI of the Communications Act of 1934, as amended.

1.4 “Cable Service” or “Service”: the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.5 “Capability”: the ability of the “Franchisee” to activate a described technological or service aspect of the “Communications System” without delay.

1.6 “Communications System” (herein also referred to as “**System**”): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data, or other forms of electronic, electromechanical, optical, or electrical signals.

1.7 “Control”: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.8 “FCC”: the Federal Communications Commission.

1.9 “Franchise”: the rights and obligations described in this document, and used interchangeably with the term “**Agreement**”.

1.10 “Franchise Fee”: the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

1.11 “Franchisee”: CSC Acquisition-NY, Inc., and its lawful successors and assignees.

1.12 “Gross Receipts”: The total annual subscription charges actually paid to and received by "Franchisee" from all Cable Service subscribers resident within the Municipality for: (i) "Video Programming" (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended); (ii) pay television and premium television channels; and (iii) pay-per-view Cable Service; and (iv) advertising and home shopping revenues, installation, and equipment rental; revenues from late or delinquent charge fees; but not including amounts collected by Franchisee from subscribers as sales or use tax for State and Federal regulatory fees, taxes, Franchise Fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this Agreement. The term "Gross Receipts" shall not include revenue received by the "Franchisee" for the provision of cable modem service over the Cable System, unless and until the FCC decides that cable modem services over a cable system are "Cable Services", as defined under applicable federal law, or should a court of competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals

related hereto. In such event, the Village shall be entitled, after notification to the "Franchisee" to amend this "Agreement" in the manner proscribed under applicable State law or this Franchise to include recurring monthly subscriber receipts from the provision of such services as "Gross Receipts," and the "Franchisee" agrees to pay Franchise Fees on such receipts, on a going forward basis, effective the date of issuance of an order from the NYSPSC approving such amendment. For the purpose of calculating Franchise Fees paid to the Municipality, Gross Receipts shall include Cable Service subscriber revenue in the Municipality from DVR functionality.

1.13 "Municipality" shall mean the Village of Greenport and/or its authorized representatives.

1.14 "Municipal Law": all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.15 "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.16 "Person": an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.17 "Public Rights-of-Way": the surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the Municipality.

1.18 "Transfer of the Franchise": any transaction in which:

1.18.1 a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.18.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.18.1 and 1.18.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

PART I -- THE FRANCHISE

2. GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the Public Rights-of-Way within the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, fiber, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the Municipality shall limit the basis of its decision to pedestrian and traffic safety and franchisee shall use its best efforts to consult with the LFA to reasonably identify the aesthetically least intrusive location consistent with the Franchisee's network design. For purposes of this Agreement, "unreasonably delay" shall mean the Municipality's failure to act on a permit application within forty-five (45) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3. NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Public Rights-of-Way Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it

deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other Public Rights-of-Way shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4. TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this agreement shall relate to and cover the entire present territorial limits of the municipality. In the event that any area outside the territorial limits of the municipality is annexed during the term of this agreement, the franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this agreement.

5. FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

5.5 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.6 The Mayor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

6. CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of Public Rights-of-Way, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said Public Rights-of-Way. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. The Franchisee, in conjunction with the Municipality, will take reasonable efforts to ensure the safety of pedestrians and vehicular traffic. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to

the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way materially interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7. ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

7.2 No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.18 above.

8. DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

8.1.1 Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in

compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

8.1.2 Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

8.1.3 Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or

8.1.4 Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or

8.1.5 Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

8.1.6 Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

8.2 For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 17; Section 18.

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such an ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose within Suffolk County, New York, and maintains its right to appeal beyond thereof, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be

liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for a time period equal to the period of the existence of the events or conditions and such reasonable time period thereafter as may be necessitated by any such events or conditions.

8.6 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

9. SEVERABILITY

9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10. EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service

in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12. SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

12.2 All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy-five (75) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon

resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a “dead” utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

13. SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction, including but not limited to 47 CFR §76.601. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14. SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and take reasonable measures to adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for Cable Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15. GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

15.1.1 With the exception of customized installations, all residential structures located along public rights-of-way served by the aerial cable system within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such Service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at cost.

15.1.2 All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

15.1.3 Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than twenty-five (25) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

15.1.4 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide service to any person who fails to abide by Franchisee's terms and conditions of service.

15.2 Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal and State law.

15.3 It is agreed that Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16. MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15 of this Agreement, and to federal law and FCC rules and regulations, upon written request from Municipality, Franchisee shall provide, without charge within the Municipality, one service outlet activated for Basic Service to each School, Public

Library, and such other Municipal office buildings as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

16.2 As used in this Agreement, the terms:

16.2.1 "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law.

16.2.2 "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

16.2.3 "Municipal office buildings" shall mean the Municipality's Village Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A but shall not include County and State office buildings.

17. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.3 All PEG channels provided by the Franchisee may be offered in any format using any transmission method.

17.4 In consideration of the grant of the rights in this Agreement for the term described herein, and subject to Section 17.4.1. and 17.4.2., Franchisee shall tender to Municipality, for the support of PEG access capital needs, a total of ten thousand dollars (\$10,000.00), payable sixty (60) days after the effective date of this Agreement. Municipality shall use the funds described in this Section 17 only for PEG access capital support and for the sole benefit of Franchisee's subscribers.

17.4.1 By January 30 of each calendar year in which Franchisee has provided monetary support for PEG access capital needs pursuant to this Agreement, Municipality shall provide Franchisee with a written report detailing Municipality's PEG-related expenditures for the prior calendar year, certified by a representative of Municipality or the third-party organization administering access PEG activities, as applicable.

17.4.2 The Municipality shall impose the same obligations as those in this Section 17.4 on all new and renewed providers of Cable Service in the Municipality.

17.4.3 In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 17.4, Franchisee's aggregate obligations under Section 17.4 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

17.5 To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18. FRANCHISE FEE

18.1. Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding year (the "Franchise Fee"), provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

18.1.1. The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in this Section 18.1, Franchisee's obligations under this Section 18.1 shall thereafter be reduced to an equivalent amount.

18.2. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

18.3. Each semi-annual payment shall be accompanied by a report prepared by Franchisee setting out the basis for the computation of the payment.

18.4. Municipality or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to Municipality pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, Municipality shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

18.5. Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

19. INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

- | | | |
|---------------|--|--|
| 19.1.1 | Personal injury or death: | \$500,000 per person
\$500,000 per occurrence |
| 19.1.2 | Property damage: | \$500,000 per occurrence |
| 19.1.3 | Excess liability or umbrella coverage: | \$10,000,000 |

19.2 The Municipality shall impose at least the same insurance obligations as those in this Section 19 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed cable franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification,

afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.

19.4 Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.6 Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

20. RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

20.3 Franchisee shall offer a discount of ten percent (10%) off the monthly service charge to senior citizens, sixty-two (62) years of age and older, who are heads of household, and i) owns property and currently receives real property tax exemptions pursuant to section 606 (c) of the New York State Real Property Tax Law; ii) rents housing units located in Section 8 publicly subsidized housing; iii) receives housing subsidies pursuant to Section 8 housing and receive

broadcast basic, stand-alone cable television service from Franchisee. Such a discount shall not be available to senior citizens with other discounts on cable television service. Customers who receive a level of service beyond the basic service tier, including any premium channel service, shall not be eligible for the discount. The Franchisee may, at its discretion, regularly require participating senior citizens to furnish proof of qualification in such form as it may determine to be necessary to demonstrate eligibility for such senior citizen discount program. Administrative or other good faith errors by Franchisee in administration of a senior discount shall not be deemed a material breach of this Agreement.

20.3.1 The Municipality shall impose a senior citizen discount at least the same amount as in this Section 20.3 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a senior discount that is lesser in amount than the obligations imposed in this Section 20.3, Franchisee's obligations under this Section 20.3 shall thereafter be reduced to an equivalent amount. In the event any new or renewed franchise agreement contains no obligation to provide a senior citizen discount, Franchisee shall have no further obligation to offer the senior citizen discount continued in this Section 20.3.

21. EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

22. MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYSPSC in performing such testing.

22.3 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23. MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24. REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.

24.2 Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

24.3 Subject to the requirements of Section 895.1(t) of the NYSPSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

25. MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law. Records required to be maintained include written complaints about any aspect of the System in the Municipality and any service complaints, outage records, service calls for repair and maintenance, installations and reconnections, and any other records required to be maintained by Franchisee pursuant to federal or state laws or regulations.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to those persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5 In the event Municipality receives a request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

26. MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28. EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29. REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30. MISCELLANEOUS PROVISIONS

30.1 To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated therein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31. NOTICE

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, New York

With a copy to:
CSC Acquisition-NY, Inc.
c/o Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

Notices to the Municipality shall be mailed to:

Village Clerk
Village of Greenport
236 Third Street
Greenport, NY 11944
Attention: Mayor

Notwithstanding anything herein to the contrary, all notices from Franchisee to the Municipality may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality.

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32. PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely

in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

32.2 Not less than thirty (30) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

32.3 During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33. EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

34. COMPETITIVE FAIRNESS

34.1. In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

34.2. In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition for Franchise Agreement amendments that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee's petition.

34.3. Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under federal, state or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35. APPROVAL OF THE NYSPSC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

VILLAGE OF GREENPORT

BY: _____

Kevin Stuessi, Mayor

Date: _____

CSC ACQUISITION-NY, INC.

By: _____

Chrissy Buteas, Vice President Government Affairs

Date: _____

EXHIBITS

EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Schools:

Greenport High School, 720 Front Street, Greenport, NY 11944

Library:

Floyd Memorial Library, 539 First Street, Greenport, NY 11944

Municipal Buildings:

M. Smith Learning, 312 First Street, Greenport, NY 11944

Fire Departments:

Greenport Fire Department, 236 Third Street, Greenport, NY 11944

Bill VOG 01A-24

A local law amending and restating Chapter 88 of the Code of the Village of Greenport, to amend regulations of noise and enforcement of noise regulations in the Village.

Section 1. Chapter 88 is amended and restated as follows:

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 eChapter, 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 SI.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~~ laws 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~~ authorized 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 ~~the 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, as shown on the Village Zoning Map, 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 and/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 OR LANDSCAPE

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-powered ed 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.~~

MASS ASSEMBLY PERMIT

Has the meaning specified in Chapter 44.

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.

OWNER

Any person or entity who owns property, and where such entity is a limited liability company, any member of such company.

PERSON

An individual, association, firm, syndicate, company, limited liability company or partnership, 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 reasonable person of normal sensitivities 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. Where a public holiday falls on a Monday, the preceding Sunday shall be deemed a public holiday for purposes of this Chapter.

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.

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 the~~ R-1 One-Family Residence District, R-2 One- and Two-Family Residence District or Park District, as shown on the Zoning Map, 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.

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.

§ 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, or permit to occur on premises owned by such person 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~~Except for sounds exempt pursuant to §88-6, no person who is in custody and control of any real property or the owner ~~and/or~~ 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 or permit to occur on premises owned by such person 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-at a distance of 50 feet or more from either (x) the applicable sound source (including, any ~~motor~~-vehicle or motorboat) or at the real property site or (y) beyond the real property line 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-mass assembly](#) 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) at a distance of within 25 feet or more from the emitting sound source or (B) at or beyond 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-eventmass assembly 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 or in compliance with a regulatory or statutory requirement.

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 or more from such motor vehicle, motorboat or equipment or (b) the realat-any property line of any~~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 or more 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.

N. Leaf Blowers. Notwithstanding any other provision in this chapter or elsewhere in the Village Code, commencing on January 1, 2025, the use of gasoline-powered leaf blowers is prohibited at all times. Prior to such prohibition, gasoline-powered leaf blowers may be used only between March 15 through May 15, and October 15 through December 15. During the portions of the year when gasoline-powered leaf blowers are permitted, they cannot be used 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.

§ 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-mass assembly 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-mass assembly event (as defined in Chapter 44) that is permitted to occur without a special-eventmass assembly 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.
- M. Sound occurring between the hours of 7:00am and 6:00pm that arises as a result of the operation of equipment utilized in the ordinary course of operations of permitted water-dependent uses, located in the Waterfront Commercial District, as defined in Section 150-11(A)(5), (6), (7), and (8).

§ 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 or more 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-F(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 \$1,500.
- (2) Upon a second violation in any twelve (12)-month period, by a fine of not less than \$1,000 nor more than \$2500.
- (3) Upon a third violation in any twelve (12)-month period by a fine, of not less than \$1,500 nor more than \$5,000.
- (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.
- (5) 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 of police officer has issued an order to cease said activity, shall be considered an additional separate and distinct offense.

(6) Any offense occurring prior to the adoption of Local Law 1 of 2024 shall not be counted as a first offense for purposes of this section.

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.

C. Notwithstanding the aforesaid penalties, the owner or owners of the premises at which a violation of 88-5(N) occurs, shall be solely responsible for the aforesaid penalties.

§ 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 Cchapter 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

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Section 2. 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 3. Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

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 interests 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 Mitchell 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.

L.K. McLean Associates, P.C.

437 South Country Road • Brookhaven • New York • 11719
25 Newbridge Road • Suite 304 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314
<https://www.lkma.com>

RAYMOND G. DIBIASE, P.E., PTO, PTP, 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

February 6, 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. 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 a minimum of fourteen (14) calendar days in advance of meeting date. 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.

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.

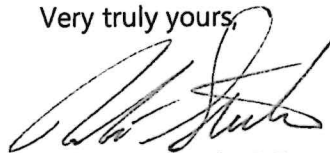
The above price is based on the following assumptions as detailed above and below:

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. Upon receiving a site plan application for its initial review, LKMA shall provide the Village with an estimated timeframe required for the review. Additionally, any potentially significant issues that are evident from a brief initial review of the submittal package will be brought to the attention of the Village. The purpose of this is to provide the applicant the ability to correct and resubmit the submission before a full review occurs and time is wasted.
5. LKMA to copy Village Council on all correspondence and label DRAFT comments accordingly in the subject of the email correspondence.

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



To: David Leathers, President, NYAPP
CC: Paul Pallas, Andrew McMahon
From: Clinton Britt, Grove Climate Group
Date: October 13, 2023

The New York Association of Public Power (NYAPP) is at a crossroads in its current approach to policy, politics, and personnel. With historic funding available through the Inflation Reduction Act and Bipartisan Infrastructure Law at the federal level to new policy design such as the New York Cap and Invest at the state level, in addition to the retirement of the longtime federal voice of NYAPP in Susan Stohr, the opportunity to chart a new path is imminent. As a result, federal representation for NYAPP should consider the following:

- NYAPP members and communities often serve low-income communities with limited budgets and are being asked to decarbonize and pay for electricity that is already composed of mostly clean energy.
- The communities represented by NYAPP members have unique needs, which are foundational to help them access new federal funding opportunities in addition to growing support among congressional representatives and staff.
- Grove Climate Group has connections and insights in the Administration and on the Hill to not only serve as NYAPP's "eyes" and "ears", but also impact policy and achieve results. GCG can also help raise the voice of NYAPP's interests and perspective among federal policymakers.
- Our goals are aligned: to serve the public and work on energy policy that is fair, reliable, and affordable.

Thank you for the opportunity to learn more about NYAPP at the conference in Cooperstown earlier this month. Municipal power keeps the lights on in Massena, where I was raised, and provides countless benefits to citizens throughout the state at NYPA, where I had the chance to intern as a young college student. Those foundational experiences remind me of the value and merit of public power. It would be an honor to fight for those values every day in the halls of Congress and across the federal government.

Clinton B. Britt
President
Grove Climate Group

Our Approach

We are strategic problem solvers. Grove Climate Group (GCG) steers the progress towards your climate and organizational goals, with a sense of urgency and focus given the political and policy landscape of the moment. We do the research and discovery required to understand the full scope of your problem, and we have the experience and networks to find the solutions and navigate your way through them. The tools and tactics we use to reach these goals vary, but what is constant is that our holistic, informed, strategic problem solving, advice and guidance will shape our work together.

Clean energy and climate goals can be lofty – and they need to be. Yet, often, advancement is incremental. Our work is dedicated to making progress towards your goals, and that's why our clients chose to work with us. Our knowledge of the policy and political landscape, and key decision makers at every level of government and behind the scenes, allows us to advise our clients on when to take an incremental win, or go all-in and push for something bigger.

Proposed Statement of Work



Political & Policy Navigation

We create your roadmap navigating the nexus of politics + policy based on the political context and opportunities for reaching your policy goals. We prepare you to communicate your needs more clearly on issues to the right people at the right time.

- Develop strategies to secure federal funding for NYAPP members, including engagement in Congress and the Administration.
- Schedule and execute meetings between Congressional district and DC offices with NYAPP members to discuss pending legislation, NYAPP positions, general policy updates, and opportunities to work together.
- As needed, educate NYAPP members and Administration officials on key pending grants and regulations, creating opportunities for positive outcomes for NYAPP members and their communities.
- Work collaboratively across federal, state, and NYAPP members and external advisors to create winning strategies related to policy and funding developments at both the federal and state levels, ensuring priorities and positions stated at different levels of government are aligned and consistent.
- Monitor relevant congressional campaigns and candidate positions on key policies to provide candidates with information related to NYAPP member policy priorities and positions, as appropriate.



Brand Elevation

We ensure that your hard work and results translate to elevated status by increasing brand awareness among federal and state officials, industry stakeholders, and targeted communities.

- Identify opportunities for NYAPP to advance policy concerns through active participation in APPA and other coalitions to reach key policymakers and audiences.

- Help NYAPP position members to secure benefits related to federal policy ranging from climate change, energy markets, tax law, cybersecurity, energy efficiency, and other relevant policy issues.



Communication and Updates

The key to any healthy organization or relationship is constant, clear communication and feedback. For us, the first step is to listen to your needs and goals. Then, we spring into action, providing routine updates and feedback to continually monitor progress towards our shared goals.

- Routine written and verbal updates to NYAPP members and leadership on policy, politics, and process updates across Congress and the Administration.
- Provide written materials for NYAPP members to share with their federal representatives that is easily digestible and actionable for Congressional staff and members.
- Help inform, guide, and advise NYAPP's Board of Directors, Government Affairs Committee, and others to identify key Congressional legislative and federal policy priorities. This includes providing background information and a "menu of options" for potential engagement.

Terms

Fee Structure	Amount	Timeline	Notes
Monthly Retainer	\$6,500	December 1, 2024 to February 28, 2025	Opportunity for review of terms and conditions prior to potential renewal. Net-30 payment, with pre-approved travel in addition to monthly retainer.

Team Members



Clinton Britt
President

Clinton Britt is President of Grove Climate Group, LLC, which he founded in January 2021. His firm helps corporations, startups, nonprofits, universities, and others achieve their climate goals by working at the intersection of federal and state policy. In this role, Clinton has advised gubernatorial staff, delivered remarks to state legislators, convened federal and state leaders, designed successful public policy and marketing strategies, and more.

With nearly 15 years of public policy experience at the federal and state levels, Clinton most recently spent 12 years working for Congressman Paul D. Tonko (NY-20), including 8 as his Chief of Staff overseeing a team of 30 people and a multi-million-dollar annual budget.

Clinton received his MA in Government from Johns Hopkins University, where he earned an honors designation for his thesis, and his BA in Political Science from New York University. Clinton lives in North Carolina with his wife and children.



Eric Fins
Vice President

Eric Fins is the Vice President of Grove Climate Group, LLC. Eric works directly with GCG’s clients to understand the full scope of their work and develop strategies to achieve their climate goals, including political and policy advice, strategic guidance, background research and analysis, memos and reports, and connecting relevant parties to build relationships and coalitions.

Prior to joining GCG, Eric spent nearly 15 years in the U.S. House of Representatives in a variety of capacities, most recently as the Deputy Staff Director of the House Select Committee on the Climate Crisis (SCCC) from 2021-2022. Known as the “climate think tank” for House Democrats, Eric was responsible for coordinating climate policy with House Democratic Leadership, including the standing committees, in addition to the White House and Senate. Former Speaker Nancy Pelosi stated “[SCCC’s] work formed the foundation of Democrats’ Inflation Reduction Act, helping to deliver the largest climate investment in human history.”

Eric received his J.D. from American University *Magna Cum Laude* and served as a staff member on the American University Law Review for two years. He also received his bachelor’s degree from American University. Eric lives in North Carolina with his wife, two kids, and their dog.

Thanks for taking the time to review our proposal. We are happy to answer any questions you may have, and we look forward to working together.

Reach us anytime:
info@groveclimategroup.com
202-505-1652

*Attorney-Client Communication
Privileged and Confidential*

January 17, 2024

To: Members of the New York Association of Public Power

From: Jeffrey C. Genzer and Thomas L. Rudebusch

RE: DWGP Work Orders for 2024-25

Please find attached five work orders that are subject to annual review and approval for the period March 1, 2024, through February 28, 2025. There will be time on the agenda of the January NYAPP meeting to discuss the work orders. However, the Board has directed that we forego the usual Powerpoint presentation on the work orders.

Also included is a chart showing the work order budgets for the period beginning in 2018. The work order totals have remained constant at \$470,000 per year since 2018 and the budget has never been exceeded. Based on 10 months of data in 2023, we expect the current year expenditures will total around \$445,000 by the end of February.

Each work order is described in the attachments, but to summarize:

- #1506 – is the primary work order covering activities and participation at the NYISO.
- #1550 – is for the three NYAPP meetings and the monthly telephone calls during the year.
- #1574 – is time sensitive intervention at FERC or the PSC and special projects.
- #1747 – is for the implementation of the Clean Energy Standard and CLCPA activities.
- #1755 – is for Public Policy Transmission Needs and the Coordinated Grid Planning Process.

We are available to answer any questions you may have before or during next week's meeting.

Approved at January __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2024 – February 28, 2025

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (e.g., Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

Period Covered by Request: March 1, 2024 - February 28, 2025

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2024 NYAPP Meeting

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2024 - February 28, 2025

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders.

Cost: Not to exceed System's pro rata share of \$100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1747

Purpose: Continue to assess the scope of the proceedings possible outcomes for Member systems in the New York Public Service Commission's Reforming the Energy Vision (REV) proceeding, Case No. 14-M-0101; the Clean Energy Standard (CES) in Case 15-E-0302 and the Resource Adequacy proceeding in Case 19-E-0530.

Period Covered by Request: January 1, 2024 – February 28, 2025

Work: Organize, prepare for and participate in the work related to the PSC's on-going regulatory effort to fundamentally reform the distribution and retail supply function of utility service in New York (REV). The CES effort advising on how Members can implement the CES requirements to purchase Renewable Energy Credits (Tiers 1-4) and Zero Emission Credits. The Resource Adequacy matter includes what changes should be made in the current regulatory, tariff and market design structures to better align utility interests with achieving the State's policies of meeting the renewable energy goals. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$75,000, including expenses.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solway and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1755

Purpose: Represent Members in Public Policy Transmission Projects at NYISO which include the NYPA's Smart Path Connect in the north and Public Policy Transmission Projects for Long Island and New York City. Work includes the PSC's implementation of Coordinated Grid Planning at the local transmission level in Case 20-E-0197 and related cases to unbundle renewable resources. For 2024, work includes the transmission formula rate cases at FERC and the Energy Public Policy Advisory Council.

Period Covered by Request: March 1, 2024 – February 28, 2025

Work: Monitor and prepare reports on developments in public policy transmission projects. Prepare and file comments, as necessary at the PSC and protests and other pleadings at FERC. Attend technical conferences as required at PSC and settlement and other hearings at FERC.

Cost: Not to exceed \$75,000, including any expenses.

Approved By: _____

For Municipal or Cooperative System: _____

Work Orders, 2018-2024

	#1506 - NYISO	#1550 - NYAPP Meetings	#1574 - Special Projects	#1747 - REV, CES, CLCPA	#1755 Policy Projects
2018	\$200,000	\$20,000	\$100,000	\$100,000	\$50,000
	\$213,447	\$18,971	\$63,416	\$101,153	\$41,000
2019	\$200,000	\$20,000	\$100,000	\$100,000	\$50,000
	\$197,866	\$23,676	\$164,744	\$52,259	\$15,000
2021	\$200,000	\$20,000	\$100,000	\$50,000	\$50,000
	\$220,755	\$13,020	\$173,116	\$9,875	\$3,180
2022	\$200,000	\$20,000	\$100,000	\$100,000	\$50,000
	\$172,198	\$27,102	\$116,227	\$56,547	\$28,200
2023	\$200,000	\$20,000	\$100,000	\$75,000	\$75,000
	\$176,793 (10 mo.)	\$26,576 (10 mo.)	\$49,943 (10 mo.)	\$56,177 (10 mo.)	\$58,100 (10 mo.)
2024 Proposed	\$200,000	\$20,000	\$100,000	\$75,000	\$75,000

The Roffe Group of Robinson+Cole

RETAINER AGREEMENT

This will confirm the agreement reached by and between the New York Association of Public Power (“you”) and The Roffe Group of Robinson+Cole. (“the firm”). You have retained the firm and the firm has agreed to represent you and advise you before New York state government on certain legislative and regulatory concerns affecting you. In connection with the above, we will provide legislative advocacy and lobbying services on your behalf with respect to matters of concern to you before the New York State Legislature and Executive Branches.

FEES: You hereby agree to pay the firms as follows:

- a. For the firm’s services in connection with the above, you have agreed to pay the firm the sum of Sixty Thousand Dollars (\$60,000), which shall be a fixed fee for the services to be rendered. You agree that this shall be a fixed fee regardless of the amount of time or effort expended in the performance of the services described herein in recognition that the firm has precluded themselves from taking conflicting work from other potential clients during the term of the Agreement and regardless of whether or not the firm devotes time in excess of said amount if calculated at their usual and customary hourly rates. The fee shall be paid in twelve (12) equal successive monthly installments of Five Thousand Dollars (\$5,000) commencing on or before March 15, 2024.
- b. Periodic statements for fees will be furnished by the firm to you and the firm will file or provide you with all information required to be filed with the New York State Commission on Ethics and Lobbying in Government on a timely basis.

EXPENSES INCURRED: You understand that there are certain expenses which will be incurred by the firm in connection with their representation of you for which the firm will be reimbursed by you and against which no credit will be applied for amounts received under the fee arrangement described above. These expenses which will be reimbursed to the firm include, but are not limited to the following: reasonable expenses associated with travel incurred by the firm at your request, costs for messenger delivery service other than normal use of the U.S. Postal Service and on-line computer data base charges. No charge shall be made for travel expenses to or from Albany for regular session days.

The Roffe Group of Robinson+Cole

TERM OF AGREEMENT: This agreement shall commence as of March 1, 2024 and shall continue until February 28, 2025, unless sooner terminated by either party upon written notice to the other, which notice shall be effective five (5) days after its receipt. No adjustment of the fee will be afforded for a portion of a calendar month.

PUBLIC DISCLOSURE: You acknowledge that you have been informed by the firm that a copy of this Retainer Agreement will be filed by the firm with the New York State Commission on Ethics and Lobbying in Government as evidence of the Retainer Agreement between you and the firm.

TIME OF PAYMENT: Each billing submitted to you by the firm for expenses shall be paid by you promptly after the receipt of such billing by you.

It is understood that this retainer agreement in no way guarantees any specific state action.

Very Truly Yours,

The Roffe Group of Robinson+Cole

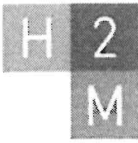
By: Andrew A. Roffe

AGREED AND ACCEPTED:

New York Association of Public Power

By: Daniel Carthage

Date: 1-29-24



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000 | h2m.com

January 9, 2024

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

**Re: Inc. Village of Greenport - Water Department
Proposal – 2023 Annual Water Supply Statement/Consumer Confidence Report
H2M Letter Proposal No.: LP240057**

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2024.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2023. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$3,000.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers

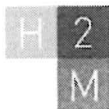

John R. Collins, P.E.
Vice President

JRC:slj

cc: Mayor Kevin Stuessi

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H2M Standard Terms & Conditions

Client	Inc. Village of Greenport
Site	236 Third Street, Greenport, New York 11944
Services	Preparation of 2023 Annual Water Quality Report

Client's Rep.	Paul Pallas, P.E.
Phone/E-Mail	pjpallas@greenportvillage.org

H2M's Rep.	John R. Collins, P.E.
Phone/E-Mail	jcollins@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. **Taxes.** The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. **Invoices.** H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. **Interest on Past Due Amounts.** Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. **Required Fee Advance.** As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. **Mutual Waiver.** Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. **Mutual Indemnification.** Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. **Insurance Coverage.** H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. **Workers' Compensation and Disability** coverages with limits at least in the amount required by law.

5.3.2. **Employers' Liability** coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. **Automobile Liability** coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. **Commercial General Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. **Professional Liability** coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. **Pollution Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. **Additional Insured Coverage.** Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. **LIMITATION OF H2M LIABILITY.** H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. **Notice of Claim or Dispute.** An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. **Mediation.** Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. **Waiver of Jury Trial.** The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. **Certificate of Merit.** As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. **Suspension of Services.** Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. **Collection Efforts.** Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. **Liquidated Damages.** Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. **Payment Disputes.** H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.


9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve 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 including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Inc. Village of Greenport
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	John R. Collins, P.E.
Title	Vice President
Date	1/9/2024



architects + engineers

538 Broad Hollow Road, 4th Floor East
Meville, NY 11747 | tel 631.756.8000 | h2m.com

January 9, 2024

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

**Re: Inc. Village of Greenport – Water Department
2023 Annual Water Supply Statement/Consumer Confidence Report
H2M Project No.: GRPT2450**

Dear Mr. Pallas:

Once again, the Village must prepare and distribute the Annual Water Supply Statement/Consumer Confidence Report. The statement and report must be presented to each consumer by **May 31, 2024**.

Last year the USEPA changed the regulation concerning the delivery of the Annual Water Supply Statement/Consumer Confidence Report (CCR) to the public. They now are allowing "electronic delivery" of the notice. What this means is you can just post the Statement/CCR on your website. However, you still need to notify the residents that the Statement/Report is available for viewing on your website. This mailed notification can be made by a postcard or even a short statement on or with your bills. This new electronic delivery can save significant costs in printing and postage. Should you want to consider this delivery method, please contact our office for additional details.

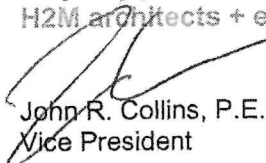
We would like to start collecting the appropriate data and establishing a schedule to ensure adequate time for publishing. We request that you inform us of any changes in format you may want to consider compared to how it was prepared last year.

At this time, we ask that you provide us with the following data:

1. Current population served.
2. Total amount of water pumped during 2023.
3. Percentage of the total amount of water pumped that was billed to consumers.
4. Your current billing rate (2024).
5. List any wells that were tested but not in service in 2023.
6. List and details of any MCL violations that occurred during 2023.
7. Will you be mailing your CCR or posting to your website?

Should you have any questions or comments, please contact this office.

Very truly yours,
H2M architects + engineers



John R. Collins, P.E.
Vice President

JRC:slj

cc: Mayor Kevin Stuessi

t:\users\slj\slj\annual water supply statement\2023\grpt\grpt request for info.docx

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2024 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 5510 Trans Date: 02/15/2024 User Ref: ADAM
 Requested: Approved: Created by: ADAM 02/15/2024
 Description: TO TRANSFER RESERVES TO FUND PURCHASE OF AMBULANCE Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	497,000.00
A.8843.900	TRANSFER TO CAPITAL..	497,000.00
H.2816.500	TRANSFER FROM GENERAL..	497,000.00
H.3410.200	FIRE DEPARTMENT EQUIPMENT	497,000.00
Total Amount:		<u>1,988,000.00</u>



**VILLAGE OF GREENPORT
HOUSING AUTHORITY**

236 Third Street • Greenport, NY 11944
Phone: (631)477-2391 x 208 • Fax: (631)477-1877

Village of Greenport
Mayor, Board of Trustees
236 3rd Street
Greenport, NY 11944

Dear Mayor Stuessi and Trustees:

Per your request, attached are the estimates for the emergency repairs to the bathroom and roof at 278 2nd Street.

1. Roof and gutter repair	\$7,500.00
2. Bathroom repair	<u>\$10,300.00</u>
Total:	\$17,800.00

Thank you for your attention to this matter.

Sincerely,

Tina Finne
VGHA Chairperson

ESTIMATE



Prepared For

278 2nd Street, Apartment 1, Greenport
278 2nd Street, Apartment 1
Greenport

Five Star Construction LI Inc

Estimate # 2321

Po Box 685
Center Moriches, NY 11934
Phone: (631) 909-2589
Email: fivestarmarc@optonline.net
Fax: (631) 909-2139
Web: fivestarconstructionli.com/

Date 09/14/2023

Description	Total
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Bathroom	\$10,300.00
----------	-------------

Remove existing tub walls, toilet, mirror and damaged sheetrock
Remove rotted subfloor around toilet
Supply and install new 3/4 plywood to repair subfloor
Supply and install new 1/2" cement board on tub walls
Supply and install 1/2" Greenboard sheetrock to patch in walls as needed
Supply and install white subway tile on tub walls with 2 corner soap dishes
Supply and install plywood paneling on main floor
Install vinyl stick down tiles on main floor supplied by owner
Supply and install new mirror above vanity
Supply and install 3 1/2" base molding
Supply and install new baseboard heat cover
Tape, spackle and paint entire bathroom
Reinstall existing toilet bowl
Repair damaged Sheetrock on kitchen ceiling and wall.
Spackle and paint kitchen area only
Dumpster on site

If we decide not to use white subway tile on tub walls and we use a vinyl FRP white panel around all tub walls credit of \$300 will be applied.

Subtotal	\$10,300.00
Total	\$10,300.00

J.SALGUERO INC.

Po box 960 Jamesport NY 11947

631 871 6178

jsconstruction2002@hotmail.com

CONTRACT DATE 2/6/23

SUBMITTED TO: Housing Administrator Village of Greenport
ADDRESS:

- 1- Remove existing asphalt membrane on built in gutters.
- 2- supply and install new epdm rubber membrane on built in gutters.
- 3- fabricate and install copper flashing on chimney.

Labor and materials \$7,500

with payments to be as follows: deposit of \$3,750 will be needed upon acceptance of this proposal. The remaining balance must be paid in full upon completion of work

If this contract meets agreement please acknowledge by signing copy bellow

Accepted by: _____

Jose Salguero _____



SERVICE AGREEMENT

Beginning Date: 3/1/2024 End Date: 2/28/2025 Customer Number: 9786052
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs
Village of Greenport, Electric Department Village of Greenport, Electric Department
236 Third Street, Greenport NY 11944 236 Third Street, Greenport NY 11944

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the starting sum of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Payable in 1 MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

GARRATT-CALLAHAN COMPANY has the ability to request a price increase for agreements annually based on current inflationary trends, increased cost of raw materials, shipping, manufacturing, labor, etc. not to exceed ___% of the current price. Requests will be submitted approximately 11 months into the agreement of each year and will go into effect on the first invoice of the next renewal. Example: Terms of agreement are January - December. In November a notice will be sent about price increase and the new price will be effective January of the following year.
Initial: _____ Date: _____

In the event that the contract is terminated prematurely, the client will pay any balance that exists as a result of more product having been shipped than has been accounted for with regular monthly invoicing.
Initial: _____ Date: _____

For those agreements including equipment, GARRATT-CALLAHAN COMPANY will keep track of the equipment pay-off balance. Should the client terminate the agreement prior to the equipment being paid off, GARRATT-CALLAHAN COMPANY will invoice the client the remaining balance of said equipment. If equipment is included, the agreement is not to exceed 12 months.
Initial: _____ Date: _____

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.
Initial: _____ Date: _____

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, product costs, etc., will require renegotiation of terms.



GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____	_____ GARRATT-CALLAHAN COMPANY
BY: _____ (PRINTED NAME)	BY: Peter Cheng _____ (PRINTED NAME)
_____ _____ (SIGNATURE/DATE)	_____ _____ (SIGNATURE/DATE)
TITLE: _____	TITLE: Senior Territory Manager _____



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, rush orders, delivery within a building, gather and ship, etc., the charges will be added to the invoice. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums. (Excluding 5 gal pails).

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



Invoice Payment Terms

Terms are net thirty (30) days from the date of the sellers invoice and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Manufactured materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct, indirect, consequential and or punitive damages. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers received at customer location, remove opened, if a stored chemical exceeds its expiration date or used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct, indirect, consequential or punitive damages, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CUSTOMER

DATE

GARRATT-CALLAHAN COMPANY

DATE

Lisa Otis



Office of the Village Clerk
Village Hall
Village of Greenport
236 Third Street
Greenport, NY 11944

February 9, 2024

Dear Village Clerk:

**Response To: Request For Proposal (RFP) issued by the Village of Greenport New York
for the Management of McCann Campground for the 2024 Season**

In response to the above-referenced RFP, I submit the following scope of work and cost proposal for your consideration.

Opening & Closing Season:

- Clean-up of signage, office, and bathrooms.
- Prepare campsites for campers and grounds by weed whacking and grass cutting where village equipment cannot reach.
- Verify that electricity, gas and water are turned on by village staff and working properly. Will notify village of any repairs to water/electricity prior to opening.
- Call to arrange waste management and gas delivery for the start of the season.
- Prepare campground for close of season and work with village to communicate year end procedures.
- Inform the village when all trailers are removed from grounds to allow for services to be turned off at the end of the season.

Rents:

- Collect rents and fees when due and deliver receipts to the Village office on a mutually agreed upon schedule.
- Maintain copies of daily records, rental agreements and camper information and work with Village to maintain accurate records for accounting.

Grounds:

- Prepare campsites for opening day **following spring leaf clean-up and removal by the Village.**
- Prepare grounds for opening day and maintain them throughout season to ensure a clean and welcoming campground. Includes grass cutting and weed whacking where village

- equipment cannot reach (around campsites & picnic tables, office/ restrooms areas).
Remove any refuse left behind, arranging picnic tables and firepits.
- Clean and paint bathrooms and signage as needed.
 - Maintain entrance into campground for cleanliness and welcoming atmosphere.
 - Notify Village staff electricians for repairs needed to maintain utilities and assure they remain working properly throughout the season and prepared to turn off at the end of the season.
 - This proposal does not include spring leaf clean-up and removal, tree trimming, removal of downed large branches and stumps.

Bathroom Facilities:

- Clean and maintain the bathrooms which will include daily checking, cleaning and disinfecting of high touch points and traffic areas to avoid the spread of Covid-19.
- Stock the bathrooms as need with supplies provided by the Village.
- Ensure that each bathroom is prepared and cleaned prior to opening day.
- Notify the village of any necessary repairs.

Point of Contact for Campers:

- Throughout the season I will handle camper inquiries, reservations and concerns and resolve any conflicts as necessary.
- Off season, will assist Village staff with questions and inquiries regarding reservations.

Relevant Experience/Capabilities:

As McCann's Campground Manager for the 2021-2023 seasons, I believe that my knowledge and experience well prepared me to continue as manager for the 2024 season. I believe I am in a unique position to provide a smooth continuity of service. As in the past, I look forward to providing the Village with a fully booked campground and a successful season. In addition, I established relationships with new and existing campers and worked hard to maintain the friendly rustic atmosphere that McCann's Campground is known for. I diligently worked with the Village to secure much needed repairs and improvements that were appreciated by the campers. Physically active, I was able to multitask and maintain order in a faced pace environment. As a camping and outdoor enthusiast, I am knowledgeable and capable enough to help campers with problems common to the RV lifestyle. On the other hand, I believe I know when to alert the Village of issues that may arise that are beyond my capabilities and work with them for a proper solution.

I welcome the opportunity to return as Campground Manager and build on some of the accomplishments and friendships that I was able to achieve during prior seasons.

Cost Proposal for 2024 Season

Labor cost - \$20.00 per hour

- I propose a one-year contract beginning April 1, 2024 to help ensure smooth reservation process for entire year, including when campground closed. During season includes a

minimum of fifteen (15) hours per week. Will work on-site five (5) days per week which will include one (1) weekend day with additional flexible hours as needed during peak season. Off season remote answer phone, take reservations and assist village staff with payment processing up to (10) hours per month to assist campers with winter reservations for opening camping season May 1, 2025.

Trailer space

- Full cost of trailer space for Campground Manager for the full season the campground remains open.
- ½ cost of trailer space for Work Camper for the season – Worker camper will assist on-site with general clean-up duties under the direction of the Campground Manager. Will also assist campers with checking in and any issues that may arise when camp manager is not on site.

Respectfully Submitted,



Lisa Otis