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KEVIN STUSSI
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

Marked up Agenda

Board of Trustees

February 29, 2024

**Board of Trustees
Village of Greenport
Special Work Session Meeting
Third Street Fire Station
Third and South Streets
Greenport, NY 11944**

Amended

Thursday, February 29th, 2024, at 6:00 p.m.

MOTION TO OPEN MEETING

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

- 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 open from February 22, 2024.
- Public hearing regarding granting of a cable television franchise agreement by and between the Village of Greenport and CSC Acquisition-NY, Inc.; public hearing remained open from February 22, 2024.
- Public hearing regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp., as Agent for the property located at 2050 Manhasset Avenue, Greenport, New York, 11944 SCTM# 1001-3-1-2 to perform the following work:
To: 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.; public hearing remained open from February 22, 2024.

BOARD DISCUSSION

- Proposed updates to local law 4 to amend Chapter 132, to establish a paid parking program and paid parking facilities and zones in the Village.
- Proposed updates to local law Chapter 88, entitled “Noise” of the Greenport Village Code.
- Proposed updates to local law Chapter 44 – Assemblies and Chapter 101 – Recreation Areas and Beaches of the Greenport Village Code.
- Housing People Can Afford”, code changes on ADU and residential zoning presented by code committee chair Trustee Phillips
- Review of local law Chapter 103 – Short-Term Rentals
- Review of local law 3 in relation to the imposition of fees by the Board of Trustees resolution
- Mayor Stuessi - discussion on Downtown Revitalization grants
- Mayor Stuessi to speak on reorganization of Village Hall post-retirement of Village Administrator Paul Pallas

RESOLUTIONS**RESOLUTION # 02-2024-26**

RESOLUTION for Appointment of Gregg Rivara to the Conservation Advisory Committee, through April 4, 2024; for the remainder of the term previously held by Village Administrator Paul Pallas.

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

RESOLUTION # 02-2024-27

RESOLUTION scheduling a public hearing for 6:00 p.m. on Thursday, March 21, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding the Village of Greenport Code Committee suggested changes to the Village Code; Chapter 88 (Noise).

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

RESOLUTION # 02-2024-28

RESOLUTION scheduling a public hearing for 6:00 p.m. on Thursday, March 21, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding the Village of Greenport Code Committee suggested changes to the Village Code; Chapter 44 – Assemblies and Chapter 101 – Recreation Areas and Beaches.

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

RESOLUTION # 02-2024-29

RESOLUTION scheduling a public hearing for 6:00 p.m. on Thursday, March 21, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding the Village of Greenport Code Committee suggested changes to the local law Chapter 103 – Short-Term Rentals.

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

RESOLUTION # 02-2024-30

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

RESOLUTION # 02-2024-31

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, outdoor ice rink material as detailed in the attached list.

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

RESOLUTION # 02-2024-32

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, 2024, through September 22, 2024; for the annual Maritime Festival.

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

RESOLUTION # 02-2024-33

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, within the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 21, 2024, and from noon to 5:00 p.m. on September 22, 2024, for the annual Maritime Festival.

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

RESOLUTION # 02-2024-34

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

Vision for Greenport

Housing People Can Afford Listening Session

Overview

The Village of Greenport organized a public listening session to gather input on the current and future housing needs. The listening session was held on January 11th in the Village Fire House and over sixty residents participated. During the engagement session, residents frequently noted the high cost of the current housing stock and a strong desire for a new housing stock that can meet the needs of current and future residents. They generally expressed a desire to make the housing stock more diverse and affordable. Session participants also shared a strong need for housing for young people, seniors, both year-round and seasonal workforce, and first responders. Residents were overall interested in various housing typologies. Below is a summary of the questions/typologies posed on the various boards at the public session and the input received via post-it note comments.

Board 1: What are your/Village's housing needs?

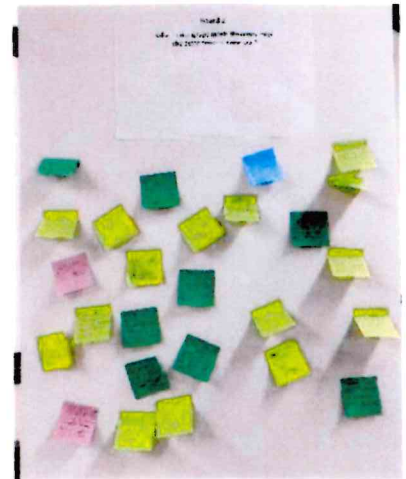


- Diversity of types and costs
- Diversity of types and costs
- Any affordable program should give priority to volunteer firefighters and EMTs
- First responders
- Staff of volunteer Fire and EMS
- Everyone needs EMTs-Where will they live?
- Any affordable programs should give priority to volunteer firefighters and EMTs
- Employee housing
- Employees
- Trades- people and service industry
- Complementary to maintaining waterfront industry
- Workforce- so people don't have to commute one hour
- Workforce housing
- Identify sites in the village that could be developed as workforce housing
- For Greenport Village workforce
- We need housing for medical/housing home staff retail /restaurant staff families (also temporary)
- Affordable housing (rentals otherwise) for people who work in service industry
- Housing for teachers
- Young people
- Encourage younger homeowners- Greenport homeownership demographic needs rebalancing
- House for newlyweds couples year-round only

- Personally to have my two adult children own their own homes for them and their children
- The 20-somethings of current residents that would like to purchase their own home
- Elderly
- Seniors who want to downsize
- Older singles or couples
- In-home care for elderly
- Handicapped accessible
- Families: many of the 123 Sterling applications were households of three plus And couldn't qualify
- Families with one breadwinner
- Affordable two-family houses for Hispanic families with several children
- 6th generation Greenporters
- Opportunities for middle-income young families and employees of local businesses (owners included) and area employers (School, etc)
- It is so important
- Friends who need affordable housing, need worker apartments, less second homes
- Curious how people stay in the community

Board 2: What housing type meets the community/character needs of Greenport?

- Affordable rentals
- Long-term rentals
- Affordable rental units for families and individuals
- Year-round rentals
- More apartments for both purchase and rental
- Seasonal house- Inns for seasonal and essential workers
- Rental housing for essential workers and teachers
- Worker apartments, less second homes
- Affordable starter homes
- Apartments and small houses for young singles and couples
- Affordable ownership for seniors and young people
- Housing that shares: possibly senior owners with younger renters
- Sub-one-million-dollar homes
- Starter homes
- Safe, pleasant housing North Fork Housing Alliance apartments in central nice locations close to Main Street and stores. Not sewage places
- North Fork Housing Alliance have more diverse locations throughout the village
- We must outlaw all Airbnb and VRBO options in the village. They are taking housing from people who want to live here.
- Wheelchair accessible



- Village low-income housing that is not in lakeside apartments- which is by sewage facility better places for wheelchair accessible
- Work from house space
- Diversity of types and sizes to enable diversity of population
- There is no single housing type- use a mix of solutions that serves different demographics (Families, kids who just moved out...)
- Given limited quantities of underdeveloped land, anything that leverages existing infrastructure. multi-family minded dev. in commercial
- We don't need to be Victorian. We are varied now- I like the proposed Greenporter Style- sophisticated, modern, urban, good intro to downtown
- ADUs (they don't change anything in the village reuse of space)
- Tiny homes
- Small units
- People need to be able to downsize! smaller units
- Modular Square footage for housing units
- My three blocks
- Maybe some rooming houses for single guys
- Boarding houses / shared housing
- Nothing above three stories because sky and light
- Two family homes
- One- and Two-Family houses in the current R1 District
- College Apartments
- Two-family above Quadruplex and a single-family house (Like the one on 5th Avenue)
- On to four Bedroom many working families are packed into tiny apartments
- Three plus bedroom rentals / families
- 1,200-00 1,400 ft, 3+ bed homes
- Rental - 2-3 family homes
- Townhouses (Hidden Ponds Smithtown on a small scale to fit)
- Upgrade places like Lakeside Gardens- additional infilled units
- Three story apartment buildings scattered through residential areas
- Three stories for apartments and two-family houses (35 ft height limits)
- Three stories through downtown would facilitate
- Rental apartments / Garden Apartments
- Small apartment building (behind the DGA)
- Houseboats? Or maybe a decommissioned smaller cruise ship could be retrofitted?
- Professional housing for young graduates

Board 3: Cottages and Single-Family Conversion

- Like the mix of small and medium house
- Larger yards can support one bathroom/ kitchen/living room/bath. Need to consider parking and noise
- Make all residential districts two-family
- Convert family to multi-family
- Single family conversion is a great idea. More!
- Yes- we should take advantage of conversions
- Rebuild the rooming house on 1st and Centre as multiple dwelling
- Large single-family conversions are a great idea but it needs to be affordable to the homeowner
- Conversion adds "improvement of property" at the same time, but keep in mind the surrounding properties
- The configuring of housing construction for seniors to promote common use of kitchen and dining laundry and recreation spaces
- Allow two-family
- Absolutely convert homes to two families. House more folks
- Conversion of single family to two or three families if certain lot size certainties meet
- Allow two-family
- Mostly in favor of changing single family zoning to R2
- Two family conversions on a case-by-case basis
- Not a good option not enough space already exists
- How many vacant lots?
- If converting existing housing stop - architectural integrity and community beauty are important constrictions to strive for
- Street facing, so great! Community Building
- Shared senior community housing with shared kitchen, library, on first floor no steps
- Greenport village is one square mile. Conversion permission is essential, especially for larger houses/sites
- No residential above two stories and residential districts
- We already have single family converted to multifamily prefer a new idea- cottage
- Yes! Tiny homes are energy efficient and environmentally friendly and affordable as a starter home
- Let's have cottages! When I moved to Greenport in 1982 they didn't want us to live in a 900 ft building code was 1,000 ft
- Cottages can be a possible starter home to purchase
- Cottages
- Add tiny houses to existing lots
- Like the small houses but where is the space in the village for them?
- Positive: opportunity for green spaces/small yards
- I like the privacy- people don't have to live wall to wall with neighbors



- I like houseboats
- All four, but do we have enough stock to do this- won't be sufficient on its own
- Permit three stories with 35 ft height limit that now exists for commercial districts

Board 4: Accessory Dwelling Units



- Opportunity for income creation
- This is the solution for increasing amount of housing inside the constraint of limited amount of land
- Allows multi-generational families to live on the same lot
- Yes, garages are good. Aesthetics are vital it's a beautiful Village
- So many opportunities to create housing in accessory building that are unused
- Mixed generational opportunity to have young people who can support older people on an approximate but separate home
- I like accessory use because it may help seniors keep their house
- Supporting the creation of ADU's increases opportunity for homeowners and new residents alike
- ADU units for housing
- ADUs for long-term rentals
- Yes! Should be permitted and welcome and easily - Greenport is one square mile
- Like opportunities to increase housing and housing diversity for evolving needs. starts as guest house, becomes primary when resident downsize
- I definitely think we need to allow many more ADUs ASAP
- ADU is a positive in my opinion - homeowner on site long-term rental much needed and eases the housing problem
- Greenport has a large aging population this could be helpful to keep them in their homes while offering an opportunity for another family/person
- Yes, I'd love to convert my shed one day to house someone and as income
- Can sheds be converted? I have a shed, like it. Would help me have income but need money to convert
- Help seniors build ADU units
- ADUs depend on individual commitments which suggests limited numbers of units will be added
- Support, where appropriate
- Very in favor of ADUs but there must be ordinances in place to ensure things like noise control, maintenance of properties, consideration for feelings and investments made by neighboring homes
- Like opportunity to create housing for healthcare workers to support senior residents staying in their homes
- Like it as it uses existing space but strict enforcement for use
- Like ability to create affordable homes, rentals or seasonal employee housing
- Design enforced isolation

- Offer amnesty to current ADU homeowners who live full-time and one of the units- I know of a few of such circumstances
- Good idea if parking is taken with concern and closeness to other houses also how large can they be?
- Good idea benefits both, homeowner and tenant as long as we stay within scale and is done tastefully
- Like ADUs but need to address regulations on owners and renter rights
- I like it all but what is the incentive for people to do so? Tax deduction?
- Accessory dwelling permitted as long as primary home is owner and occupied by annual lease only and has parking on site
- ADUs are great- how do you mandate keeping it affordable given that vacation home rental market is become ridiculous
- High risk of exacerbating un-affordably by creating an easy avenue to increase property value without guaranteeing it serving the intended purpose. The density of our existing residential neighborhoods raises the likelihood of destruction to our way of life. Accessories structures are often wonderful additions to property but a poor tool for creating affordable housing relative to other considerations
- The cost is difficult to convert and still rent at reasonable price
- As the single-family home market continues to rise, and more homes trade in village, new owners won't rent these units out
- Where garages become housing there will be more parking problems. Residential parking needs to be addressed
- Do not like basement option because of flood risk
- I don't like ADUs will be built by the affluent for house guests and pelotons
- Not conducive for families
- I don't like to regulate neighbors to the backyard
- I don't like financial inequality is expressed spatially - undemocratic arrangement
- I don't like the owner, with greater financial means, who lives in the front facing unit. Doesn't build community
- I don't like that it preserves the dream of homeownership for only one segment of population
- Will be hard to regulate increases home value for those who already own
- Are there grants for the elderly to develop ADUs on their larger houses?
- Without code enforcement these will turn into Airbnb
- Encourage investors only interested in money to buy, redo and rent at unaffordable prices
- Only wealth creating for those that already own - does not lead to wealth generation for those who need it
- What size restrictions prohibit inhabitants
- How to ensure use is Affordable?
- How about houseboats

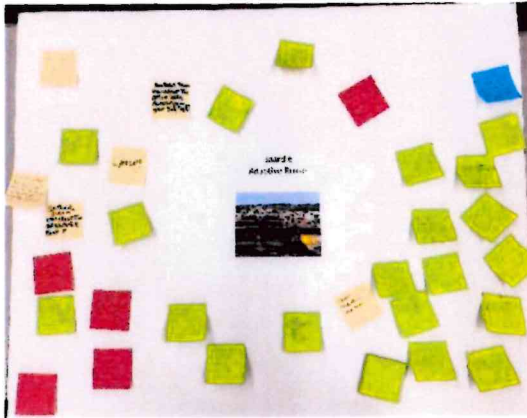
Board 5: Duplex/Triplex, Townhomes, Garden Apartments

- Nothing wrong with Townhouse density
- My favorite board
- Yes, more multi-family
- I support multifamily
- This is a good idea for many older oversized homes.
- Good solution for expanding housing a geography limited place like Greenport
- Creates home ownership opportunities and builds wealth
- Young couples, young families and seniors need them
- These building types put residents of each unit on equal footing
- Many larger homes in Greenport that can be divided- explore needs of owners perhaps, aging but willing
- Democratic
- Very supportive.
- Doesn't stress limited available land any more than most single-family dwellings do.
- Protects the integrity of the Village character if converting
- Good: creates front street facing units for community building
- I love how these enable starter home flexibility
- Changing existing large houses keeps the village character (usually)
- Very good use for larges houses: because it is a more efficient way to use the energy a large house uses up (heating, electricity, etc.)
- Support conversion needed for workers so one house commutes mitigated
- If empty lots exist and zoning applies and developers have hard outlines intact, they can do - ok
- Most needed: studio, one bedroom and two bedroom, starter home and homeowner assistance
- Support for conversions
- Shared senior community housing, a kitchen shared and a community room
- Better than more B&Bs
- Allows higher density than ADUs
- I would love to see new construction like this, not just retrofitting big old homes
- Conversion of larger one family to no more than two units total
- Need to regulate aesthetics
- Nothing cookie cutter on site
- Flexibility in zoning needed to do so!
- Need to allow dividing into units



- Many of the huge captain houses would make lovely garden apartments if the code allowed
- Maybe try rebates for property owners
- Cost prohibitive in the present

Board 6: Adaptive Reuse



- This is a necessity
 - We have to be open to all options
 - Whenever we can find a possible reuse building – utilize it.
 - Good idea! You don't want vacant buildings and neglected properties around
 - I grew up in a converted industrial building in Greenport and my family may not have lived here otherwise so yes!
 - Let's do whatever we can—more adaptive reuse
- Lay Up!
 - Increase opportunities for this
 - Site where available!
 - Yes! This might also help keep the Village's character usually
 - More adaptive reuse
 - Yes to this!
 - I absolutely think this works throughout all of the waterfront
 - Permit three stories downtown
 - Ideas: Ice House, Arcade, Train Museum
 - Arcade could be apartments – parking underneath
 - Yes! The Arcade. Eminent Domain?
 - The Arcade needs to be converted for workers who need to live & young people
 - Privately owned buildings (Arcade, 6th Street School) immediately come to mind.
 - More housing above Stirling Square – perhaps extra floors (3 floors)
 - If we have the property – can address a large housing need with different price points – not just low income (e.g. GPT High School)
 - The High School
 - Are there ways to leverage municipal lots?
 - Use Peconic Land Trust Property, we have all paid for it
 - St. Agnes School empty for decades now – can it be purchased? Ample parking – great opportunity!
 - Few opportunities
 - Supportive, but opportunities may be sparse.
 - Yes, but very few options in the Village

- Love this! Just need to identify buildings and locations. Not many in Greenport.
- Plenty of good options in Town of Southold if partnering Southold town – how about the office building across from your building department?
- Southold Town – How about eh Old North Fork Bank?
- 1400 Youngs Ave, Southold – Commercial to Condos
- Out of Village – Old Oyster Factory
- Need to go beyond Greenport to find usable buildings – Southold
- Also, why can't we have rooming houses again for single men otherwise homeless
- Work/live buildings for artists
- Building small apartment buildings near bus stop – take property SW 4th with eminent domain
- Re-use for non-tourist development use for permanent residents and not seasonal is ok
- Please consider emergency responders during planning. Can they find you?

Board 7: Mixed-Use Development

- Yes to apartments above stores, why not? Wasted space otherwise
- Yes
- Love this mixed use – it's really how we roll here!
- Love that our buildings are all mixed-use makes the community more diverse
- Mixed use buildings are great for first time buyers!
- Best, because values and availability isn't so closely tied to single-family home market
- An area that can build up is mutually beneficial
- Love this! We should continue this in all possible locations
- No brainer
- This is traditional Greenport – and yes it works
- Great use for our Village to maximize the mixed use housing
- Workers and young families need these
- Maximize opportunities
- Yes, support mixed use in commercial areas
- Three stories throughout downtown and beyond



- Our commercial center falls well short of maximizing housing units. We are primed to increase “downtown” housing without dramatically changing the character of the Village.
- I would love to see zoning enable this- three floors of residential above businesses in Business District
- Mixed use in the commercial district is a no brainer and should be allowed
- Allowing third floor residences and the development of them along Front Street and Main
- We need more of this – particularly on Front Street
- The old Ice House in Front Street
- Greenport has small business district but we should create mix use downtown. Arcade?
- The Arcade
- The Arcade should definitely become mixed use with small apartments upstairs
- Obviously the Arcade is a major community concern. Any legal avenues that can be utilized to “force the issue” would be most welcome
- Yes! The Arcade.
- The Sweet Indulgence building should be a Hardware store, bike shop and five and ten store with two apartments above it
- North Folk House Alliance builds another or a couple apartment on their vacant land. Maybe with a General Store and Vegetable Garden
- Preserve the sacred cemeteries and trees but build above the ground
- Yes, mixed use for year around residents supports businesses
- Yes, mixed use with parking
- Ideally this would come with expanded public/mass transit. What are the spaces used for currently – do we need a solution where to do that in the future?
- Needs to be conscious of size in the downtown area
- Needs rules for noise/smells etc. from businesses – so tenants can live in peace
- Yes, make sure the units are safe for long term rental
- We are not a “Victorian” Village. Have Craftsman, Georgian, Cottage, banal.
- Not sure the mixed use should be enhanced – overcrowding, parking issues, density – for whom

Board 8: What are the challenges and opportunities to addressing the housing needs?



Challenges/Obstacles

- Greenport is one square mile. Challenge: Tourist destination-restaurants and ice cream cones.
 - Do we know what land/sites Greenport owns?
 - Small geographic area
 - Does Greenport have the internal capacity (e.g. schools, utilizes) to support its housing needs? If not, how will this cost be met and by whom?
 - Land
 - Land value/cost and limited availability
 - Lack of inventory
- Lack of available land
 - Trouble is not too many people, but too many vehicles. Parking is a problem
 - Parking
 - Parking challenge
 - Overstated parking concerns taking priority
 - Parking space availability
 - We are too focused on housing for cars. Lets focus on the people.
 - Housing for volunteer fire and EMS should be prioritized
 - In a lottery: Preference given to first responders
 - Us v. Them
 - Not in my back yard attitude
 - Misplaced nostalgia
 - Reduced options for year round workers
 - Seasonal nature of employment – high cost of property
 - Emphasis on 2nd homes
 - Biggest challenge is short term rentals that have investors that take away houses for people who want to live here. Outlaw all short term rentals, visitors stay in B&Bs and hotels
 - “PD” District
 - Overcrowded housing
 - Public housing that is too concentrated – how to ensure mixed income housing?
 - Ensure that renters have rights in private apartments, ADUs, etc.
 - Ensure that owners have rights when they rent to private individuals
 - Loss of green space and forest and trees
 - Environmental concerns

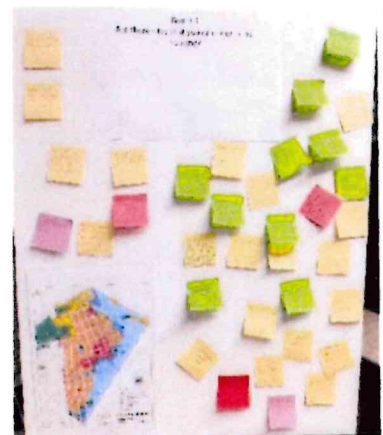
- Development should be on land that's already cleared
- What is the process to ensure Greenport has objective data to know what type(s) of housing it needs? Because LMI housing will be supported by public funds, how does Greenport ensure that such property is always well-maintained?
- Do we know what we need?
- Funding investors- whom
- Developers willing to prioritize affordable housing
- The market has priced GPT as a "resort" – need to mandate affordability
- Can developers make a return that encourages affordable housing development
- Village home values increased as interest rates rose...home values will continue to go up, so we need housing that isn't tied to the single family market
- Development funds: for private individuals, grants from state seed development but requires owner to follow tenant law
- We need housing for larger 4-5 person families. ADUs won't solve our housing issue
- Allow more buildings on small lots
- Restrictions on conversion from single family to two family

Opportunity

- Desperately needed
- Opportunity to create diverse community
- Full serve village again
- Duplicative services across Southold Town- can we consolidate and use sites (School/Fire Houses Etc.)
- One square mile village – are the opportunities outside the Village
- Partner with Peconic Land Trust
- Property tax incentives for additional affordable housing dwellings
- Keep the campground as a campground
- The Cottages at Mattituck and Cedarfields are both great affordable housing successes!

Board 9: Are there sites that you can imagine as housing?

- Above Downtown
- Above Retail
- Additional levels above existing shops on Front Street
- Above IGA
- Above IGA
- The Ice House
- Ice House behind Main & South on First
- Ice House
- Ice House property on First



- The old Ice House on Main Street
 - Old Arcade into apartments
 - Arcade (above most of downtown)
 - Arcade – 3 stories downtown
 - Definitely the Arcade
 - Arcade – mixed use
 - St. Agnus School
 - Saint Agnes School
 - St. Agnes School
 - Campground
 - Campground on Moores Lane
-
- Moore's Lane
 - More units in apartment complex at corner of 3rd & North
 - Third and North Garden View Apartments
 - Create parking garage with apartments above in existing lots across from IGA
 - Also maybe the water? How about some houseboats?
 - By Clark's Beach
 - Yes, along Shore Lane – living on boats
 - A portion of Clark's Shipyard – not in use
 - Parking Lot (ferry) – midrise with parking below
 - The land by Lakeside Apartments
 - Along the railroad
 - Consolidated Schools and redevelop GPT School
 - Central Village Medical Center and Bank – already have parking
 - Abandoned warehouse across from 1st and South
 - Build above the cemeteries
 - Part of the Property that the Fire House is on – (Move Playground to southside and put building on site)
 - Various property are condemned or should be – build apartment complexes
 - Tear down abandoned and dangerous houses
 - Condemn the old Opera House on Main Street
 - Boarding house that burned down 30 years ago on Centre & First
 - Not many sites in our one square mile.
 - Can the village and town identify property on the boundaries that could be jointly developed? A partnership?
 - Few in the Village – more outside it

Resolution Adopting Fee Schedule

WHEREAS, the Board of Trustees has adopted Local Law 2 of 2024 providing for authority of the Board of Trustees to adopt fee amounts from time to time by resolution, and

WHEREAS, the Board has reviewed a proposed fee schedule,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Greenport hereby adopts the following fees, effective March 1, 2024:

[ADD FEE SCHEDULE]



The following is a listing of the specific fee amounts found in the various chapters of this Village Code. Consult appropriate chapters for regulations associated with the payment of such fees.

<u>Code Chapter, Type of Permit</u>	<u>Fee</u>
<u>Ch. 48, Boats and Boating</u>	
<u>Docking/Mooring Permit</u>	<u>\$</u>
<u>Ch. 63, Filming</u>	
<u>Filming Permit:</u>	<u>\$500 per day (up to 3 days maximum)</u>
<u>Ch. 61, Environmental Quality Review</u>	<u>\$xxx</u>
<u>Type II Action:</u>	<u>\$0</u>
<u>Unlisted Action:</u>	<u>\$50*</u>
<u>Type I Action:</u>	<u>\$200*</u>

Ch. 65, Fire Prevention and Building Construction

Fees shall be as follows:

Building Permit Application:

One- and two-family dwelling.

(1) New dwelling, additions, alterations, and repairs to existing dwelling:

\$250 plus \$0.30 for each square foot of total floor areas in excess of 500 square feet.

(2) Accessory building, decks, fences, additions and alterations to existing accessory building:

\$150 plus \$0.30 for each square foot of floor area in excess of 500 square feet.

Multiple-family dwelling: hotel, motel, multiple dwelling and business, industrial and all other buildings.

(1) New building and additions and alterations to existing building:

Commented [BSS1]: This fee is extremely low. Perhaps decrease the square footage threshold to 100 square feet and double the initial fee.

Commented [BSS2]: Same comment

\$500 plus \$0.30 for
each square foot of floor area in
excess of 500 square feet.

Commented [B553]: Same comment.

(2) Accessory building and additions and alterations to existing accessory buildings:

\$150 plus \$0.30 for
each square foot of floor area in
excess of 500 square feet.

Commented [B554]: Same comment.

Foundations.

(1) Foundations constructed under existing building:	\$200.
(2) Relocated buildings:	\$200 and \$0.15 for each square foot in excess of 300 square feet of floor area.
In-ground swimming pools, together with required enclosure fencing:	\$300; aboveground swimming pools, together with required fencing: \$100.
Demolition and removal:	\$75 minimum and \$0.15 for each square foot in excess of 300 square feet of floor area.
Signs. All signs, except signs permitted by § 150-15:	\$1 for each square foot of sign area; minimum of \$75.

<u>Plumbing Inspection:</u>	<u>\$250</u>
Certificate of occupancy/ <u>completion</u> .	
(1) Commercial:	\$100
(2) New construction and additions:	\$75
(3) Accessory/alteration, pool, shed:	\$60
(4) Preexisting (new):	\$75
(5) Vacant land:	\$40
(6) Updated certificate of occupancy:	\$100
(7) Temporary certificate of occupancy:	\$25
(8) Copy:	\$10
<u>(9) Certificate of existing use:</u>	<u>\$200</u>

We need to add plumbing fees

Ch. 68, Floodplain Development

Application for a floodplain development permit	<u>\$5100</u>
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Ch. 76, Historic Areas, Preservation of

Certificate of appropriateness	\$75
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Commented [BSS5]: The current fee schedule does not include a plumbing inspection fee (or fees related to any plumbing permit application).

Commented [BSS6]: This likely involves a significant administrative review.

Ch. 101, Recreation Areas and Beaches

Parking sticker:

Administrative charge \$5

Ch. 103, Rental Properties

Biennial permit application fee \$250

After violation of chapter within 2 years preceding renewal \$500

Ch. 105, Sewers

Application fee \$25

Inspection fees:

Installation of new sewer services \$25 per connection

Inspection fees for the disconnection of sewer services \$25 per disconnection

Connections outside village limits (Residential)

~~\$2045,000~~ per connection

Ch. 112, Solid Waste, Art. II

Dumpster permit \$5025

Ch. 115, Streets and Sidewalks

Road opening permit \$50150

Ch. 118 Subdivision and Merger of Land

\$500 and \$1,000 per lot

Preliminary Plat Application: \$500 per lot*

Final Plat Application: \$1,000 per lot*

Commented [BSS7]: \$15,000 fee was set in 2003. Given the challenges faced by the system now and the passage of 20 years since this fee was set a much higher fee should be considered. Perhaps even \$25,000.

Commented [BSS8]: This fee was originally set in 1988. Doubling it to \$50 seems to make sense.

Ch. 136, Water

Construction and repair fees

Tap 1" Service, main to property \$690

Tap 2" Service, main to property \$1500

Tap 4" Service, main to property \$3000

Connect to existing curb stop \$4165

Frozen Meter (M-F 7:30 AM to 4:30 PM) \$128

Frozen Meter (Sat/Sun) \$235

Road Repair cost per installation \$700

Failed installation inspections of Cross Connection Control:

(1) Up to and including one inch: \$50

(2) Up to and including 1.5 inches:	\$75
(3) Up to and including two inches:	\$100
(4) Up to and including 2.5 inches:	\$125
(5) Up to and including three inches:	\$150
(6) Up to and including four inches:	\$200
(7) Up to and including five inches:	\$300

Ch. 142, Wetlands, Floodplains and Drainage

Permit fees for dredging, bulkheading, dock building, filling in wetlands or any permit requiring Board of Trustees' approval:

Application filing fee	\$350
New docks and floats (per linear foot)	\$5
As-built fee	\$350
Dredging and filling (per cubic yard)	\$5

Ch. 150, Zoning

Permit for yard sales, attic sales, garage sales, or similar type of sales	\$5
Permits for signs	\$5
License for overhead signs	
One square foot of sign facing	\$50
Two square feet of sign facing	\$100

Zoning Board [Applications fees](#).

(1) Area variance(s):

\$400 for residential*
 \$500 for commercial*
 (Plus \$100 for each additional variance item requested).

(2) Use variance(s):

\$600#

(3) All Board of Appeals [filing applications and examinations](#) will require a deposit for Village Expenses.

(a) Residential [\(1 or 2 family dwellings\)](#):
 \$200.

(b) Commercial, [Bed and Breakfasts, and Multi-Family dwellings](#):
 \$1,000.

Planning Board fees (All Planning Board filings and examinations require a deposit of \$1,000 for Village expenses):

Commented [BSS9]: Presently, the ZBA has a number of applications where the Board considers only variances to maintain ("legitimize" is the term they use) existing non-conforming conditions (most often where the previous construction preceded the applicable zoning code). If these applications were eliminated, not only would it eliminate some unnecessary applications, but you also can increase the application fee.

<u>Pre-submission conference:</u>	<u>\$500*</u>
<u>Conditional Use Permit:</u>	<u>\$750*</u>
Site plan review	<u>\$750*500</u>
Site plan review when:	<u>\$1000*</u>

- Site greater than 2 acres or,
- total square footage of all buildings greater than 10,000 sq ft or,
- Anticipated cost of construction greater than \$500,000

* In addition to application fees, applicant is responsible for payment of consultant fees and applicable Village expenses.

Plus costs for area variances, if any such variances are required.



The following is a listing of the specific fee amounts found in the various chapters of this Village Code. Consult appropriate chapters for regulations associated with the payment of such fees.

<u>Code Chapter, Type of Permit</u>	<u>Fee</u>
Ch. 61, Environmental Quality Review	\$xxx
Ch. 65, Fire Prevention and Building Construction	
Fees shall be as follows:	
One- and two-family dwelling.	
(1) New dwelling, additions, alterations, and repairs to existing dwelling:	\$250 plus \$0.30 for each square foot of total floor areas in excess of 500 square feet.
(2) Accessory building, decks, fences, additions and alterations to existing accessory building:	\$150 plus \$0.30 for each square foot of floor area in excess of 500 square feet.
Multiple-family dwelling: hotel, motel, multiple dwelling and business, industrial and all other buildings.	
(1) New building and additions and alterations to existing building:	\$500 plus \$0.30 for each square foot of floor area in excess of 500 square feet.
(2) Accessory building and additions and alterations to existing accessory buildings:	\$150 plus \$0.30 for each square foot of floor area in excess of 500 square feet.

Foundations.

(1) Foundations constructed under existing building:

\$200.

(2) Relocated buildings:

\$200 and \$0.15 for each square foot in excess of 300 square feet of floor area.

In-ground swimming pools, together with required enclosure fencing:

\$300; aboveground swimming pools, together with required fencing: \$100.

Demolition and removal:

\$75 minimum and \$0.15 for each square foot in excess of 300 square feet of floor area.

Signs. All signs, except signs permitted by § 150-15:

\$1 for each square foot of sign area; minimum of \$75.

Certificate of occupancy.

(1) Commercial:

\$100.

(2) New construction and additions:

\$75.

(3) Accessory/alteration, pool, shed:

\$60.

(4) Preexisting (new):

\$75.

(5) Vacant land:

\$40.

(6) Updated certificate of occupancy:

\$100.

(7) Temporary certificate of occupancy:

\$25.

(8) Copy:

\$10.

Ch. 68, Floodplain Development

Application for a floodplain development permit

\$100

Ch. 76, Historic Areas, Preservation of

Certificate of appropriateness

\$75

Ch. 101, Recreation Areas and Beaches

Parking sticker:

Administrative charge

\$5

Ch. 103, Rental Properties

Biennial permit application fee	\$250
After violation of chapter within 2 years preceding renewal	\$500

Ch. 105, Sewers

Application fee	\$25
Inspection fees:	
Installation of new sewer services	\$25 per connection
Inspection fees for the disconnection of sewer services	\$25 per disconnection
Connections outside village limits (Residential)	\$15,000 per connection

Ch. 112, Solid Waste, Art. II

Dumpster permit	\$25
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Ch. 115, Streets and Sidewalks

Road opening permit	\$50
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Ch. 118 Subdivision and Merger of Land

\$500 and \$1,000 per lot

Ch. 136, Water

Construction and repair fees

Tap 1" Service, main to property	\$690
Tap 2" Service, main to property	\$1500
Tap 4" Service, main to property	\$3000
Connect to existing curb stop	\$4165
Frozen Meter (M-F 7:30 AM to 4:30 PM)	\$128
Frozen Meter (Sat/Sun)	\$235
Road Repair cost per installation	\$700

Failed installation inspections of Cross Connection Control:

(1) Up to and including one inch:	\$50
(2) Up to and including 1.5 inches:	\$75
(3) Up to and including two inches:	\$100
(4) Up to and including 2.5 inches:	\$125
(5) Up to and including three inches:	\$150
(6) Up to and including four inches:	\$200
(7) Up to and including five inches:	\$300

Ch. 142, Wetlands, Floodplains and Drainage

Permit fees for dredging, bulkheading, dock building, filling in wetlands or any permit requiring Board of Trustees' approval:

Application filing fee	\$350
New docks and floats (per linear foot)	\$5
As-built fee	\$350
Dredging and filling (per cubic yard)	\$5

Ch. 150, Zoning

Permit for yard sales, attic sales, garage sales, or similar type of sales	\$5
Permits for signs	\$5
License for overhead signs	
One square foot of sign facing	\$50
Two square feet of sign facing	\$100

Zoning Board fees.

(1) Area variance;

\$400 for residential
\$500 for commercial
(Plus \$100 for each
additional variance item
requested).

(2) Use variances: \$600.

(3) All Board of Appeals filing and examinations will require a deposit for Village Expenses.

(a) Residential: \$200.

(b) Commercial: \$1,000.

Planning Board fees (All Planning Board filings and examinations require a deposit of \$1,000 for Village expenses):

Site plan review	\$500
Site plan review when:	\$1000

- Site greater than 2 acres or,
- total square footage of all buildings greater than 10,000 sq ft or,
- Anticipated cost of construction greater than \$500,000

Fees by Board of Trustees Resolution Law Adoption Resolution

WHEREAS, the Board of Trustees has been considering the adoption of a local law that provides for the imposition of fees by Board of Trustees resolution (Bill VOG03-2024), and

WHEREAS, the law enables the Board of Trustees to adopt various fees by resolution from time to time, and

WHEREAS, the law is not a zoning law subject to referral to the Suffolk County Planning Commission, and

WHEREAS, the Board has determined that the proposed law is an Unlisted action under the State Environmental Quality Review Act and will not result in a significant adverse environmental impact, and

WHEREAS, the Board held published and posted legal notice of a scheduled public hearing on the proposed law, and

WHEREAS, the Board held a public hearing on the proposed local law on February 22, 2024, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Greenport hereby adopts the proposed law (VOG 03-24) as Local Law 2 of 2024, a local law local law to amend the Code of the Village of Greenport in relation to the imposition of fees by Board of Trustees resolution from time to time, and

BE IT FURTHER RESOLVED, that the Board directs the Village Clerk to file the law with the New York 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(l). 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(l). 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.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Proposed Bill 3 of 2024			
Name of Action or Project: Adoption of law providing for Board of Trustees authority to adopt fee amounts by resolution from time to time.			
Project Location (describe, and attach a location map): Entire Village			
Brief Description of Proposed Action: Proposed local law providing for Board of Trustees authority to adopt fee amounts by resolution.			
Name of Applicant or Sponsor: Board of Trustees, Village of Greenport		Telephone: 631-477-0248	
		E-Mail: chall@greenportvillage.org	
Address: 236 Third Street			
City/PO: Greenport		State: New York	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ n/a acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? N/A If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Board of Trustees, Village of Greenport

02/29/2024

Name of Lead Agency

Date

Kevin Stuessi

Mayor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Negative Declaration Pursuant to
New York State Environmental Quality Review Act

WHEREAS, the New York State Environmental Conservation Law and the regulations of the Department of Environmental Conservation as contained in 6 NYCRR Part 617 require review of the possible environmental consequences of various actions under consideration by the Board of Trustees, and

WHEREAS, the Board of Trustees is considering the adoption of Bill 3 of 2023, a proposed local law to amend the Code of the Village of Greenport in relation to the imposition of fees by Board of Trustees resolution; and

WHEREAS, the Board of Trustees has considered the nature and impact of the proposed action; and

WHEREAS, the Board of Trustees has reviewed a Short Environmental Assessment Form prepared with respect to the proposed law,

NOW, THEREFORE, IT IS

RESOLVED, that the Board hereby finds and concludes that the Board of Trustees is the Lead Agency with respect to environmental impact review of proposed bill 3 of 2024 (to be adopted as Local Law 2 of 2024) Zoning Map Amendment Law as defined in the State Environmental Quality Review Act and its regulations (SEQRA), and

- A. the proposed adoption of Bill 3 of 2024 is an Unlisted Action under SEQRA;
- B. the Board has considered the adoption of Bill 3 of 2024, a local law to amend the Code of the Village of Greenport in relation to the imposition of fees by Board of Trustees resolution;
- C. the Board has thoroughly reviewed the Short Environmental Assessment Form and the supplemental description of the proposed action;
- D. the Board also has considered the following factors and made the following conclusions in respect to its review of the environmental impacts of the proposed action:
 - i. the proposed action would not result in any substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, nor any substantial increase in solid waste production, nor create a substantial increase in the potential for erosion, flooding, leaching or drainage problems;
 - ii. the proposed action would not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on a significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species, or other significant adverse impacts to natural resources;

- iii. the proposed action would not impair the environmental characteristics of any Critical Environmental Area;
- iv. the proposed action would not conflict with the community's current plans or goals as official approved or adopted;
- v. the proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources or of existing community or neighborhood character;
- vi. the proposed action would not result in a major change in the use of either the quantity or type of energy;
- vii. the proposed action would not create a hazard to human health;
- viii. the proposed action would not create a substantial change in the use, or intensity of use, of land, including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- ix. the proposed action would not encourage or attract large numbers of persons to any place for more than a few days, compared to the number who would come to such place without such action;
- x. the proposed action would not create changes in two or more elements of the environment, no one of which would have a significant impact on the environment, but when taken considered together would result in a substantial adverse impact on the environment;
- xi. the proposed action would not create substantial adverse impacts when considered cumulatively with any other actions, proposed or in process;
- xii. the proposed action would not result in substantial adverse impact with respect to any relevant environmental consideration, including noise, aesthetics, traffic, air quality, water quality or adequacy of water supply, drainage, soil conditions, or quality of life in the community in general and the immediate neighborhood in particular;
- xiii. the proposed action would enhance the protection of the environment in the Village, in that it would preserve and maintain the existing character of the Village;

E. the proposed action would not have a significant adverse environmental impact;

F. no further environmental review is required with respect to the proposed action,
and

G. the Mayor, or his designee, is authorized to execute the Short EAF in a manner consistent with the foregoing findings concluding that the proposed action will not result in a significant adverse environmental impact.

Paid Parking Enabling Law Adoption Resolution

WHEREAS, the Board of Trustees has been considering the adoption of a local law that provides for a paid parking program (Bill VOG04-2024), and

WHEREAS, the parking program enables the Board to establish paid parking lots and spaces in the Village, and

WHEREAS, the law is not a zoning law subject to referral to the Suffolk County Planning Commission, and

WHEREAS, the Board has determined that the proposed law is an Unlisted action under the State Environmental Quality Review Act and will not result in a significant adverse environmental impact, and

WHEREAS, the Board held published and posted legal notice of a scheduled public hearing on the proposed law, and

WHEREAS, the Board held a public hearing on the proposed local law on February 22, 2024, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Greenport hereby adopts the proposed law (VOG 04-24) as Local Law 1 of 2024, 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, and

BE IT FURTHER RESOLVED, that the Board directs the Village Clerk to file the law with the New York Secretary of State.

Bill VOG 04-24.

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

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

“Article X. Paid Parking Program.

§132-60. Establishment of Paid Parking Program.

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

§132-61. Establishment of Paid Parking Zones.

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

§132-62. Applicability.

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

§132-63. Paid Parking Zone Charges.

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

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

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

§132-65. Payment Procedure.

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

§132-66. Failure to Pay.

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

§132-67. Exemptions.

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

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

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

§132-69. Violations.

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

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

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

Negative Declaration Pursuant to
New York State Environmental Quality Review Act

WHEREAS, the New York State Environmental Conservation Law and the regulations of the Department of Environmental Conservation as contained in 6 NYCRR Part 617 require review of the possible environmental consequences of various actions under consideration by the Board of Trustees, and

WHEREAS, the Board of Trustees is considering the adoption of Bill 4 of 2023, a proposed 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; and

WHEREAS, the Board of Trustees has considered the nature and impact of the proposed action; and

WHEREAS, the Board of Trustees has reviewed a Short Environmental Assessment Form prepared with respect to the proposed law,

NOW, THEREFORE, IT IS

RESOLVED, that the Board hereby finds and concludes that the Board of Trustees is the Lead Agency with respect to environmental impact review of proposed bill 4 of 2024 (to be adopted as Local Law 1 of 2024) Zoning Map Amendment Law as defined in the State Environmental Quality Review Act and its regulations (SEQRA), and

- A. the proposed adoption of Bill 4 of 2024 is an Unlisted Action under SEQRA;
- B. the Board has considered the adoption of Bill 4 of 2024, which law provides for the creation of a paid parking program and regulations applicable to the program;
- C. the Board has thoroughly reviewed the Short Environmental Assessment Form and the supplemental description of the proposed action;
- D. the Board also has considered the following factors and made the following conclusions in respect to its review of the environmental impacts of the proposed action:
 - i. the proposed action would not result in any substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, nor any substantial increase in solid waste production, nor create a substantial increase in the potential for erosion, flooding, leaching or drainage problems;
 - ii. the proposed action would not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on a significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species, or other significant adverse impacts to natural resources;

- iii. the proposed action would not impair the environmental characteristics of any Critical Environmental Area;
- iv. the proposed action would not conflict with the community's current plans or goals as official approved or adopted;
- v. the proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources or of existing community or neighborhood character;
- vi. the proposed action would not result in a major change in the use of either the quantity or type of energy;
- vii. the proposed action would not create a hazard to human health;
- viii. the proposed action would not create a substantial change in the use, or intensity of use, of land, including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- ix. the proposed action would not encourage or attract large numbers of persons to any place for more than a few days, compared to the number who would come to such place without such action;
- x. the proposed action would not create changes in two or more elements of the environment, no one of which would have a significant impact on the environment, but when taken considered together would result in a substantial adverse impact on the environment;
- xi. the proposed action would not create substantial adverse impacts when considered cumulatively with any other actions, proposed or in process;
- xii. the proposed action would not result in substantial adverse impact with respect to any relevant environmental consideration, including noise, aesthetics, traffic, air quality, water quality or adequacy of water supply, drainage, soil conditions, or quality of life in the community in general and the immediate neighborhood in particular;
- xiii. the proposed action would enhance the protection of the environment in the Village, in that it would preserve and maintain the existing character of the Village;

E. the proposed action would not have a significant adverse environmental impact;

F. no further environmental review is required with respect to the proposed action,
and

G. the Mayor, or his designee, is authorized to execute the Short EAF in a manner consistent with the foregoing findings concluding that the proposed action will not result in a significant adverse environmental impact.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Proposed Bill 4 of 2024			
Name of Action or Project: Adoption of paid parking program (amending Chapter 132 to provide for such program)			
Project Location (describe, and attach a location map): Entire Village			
Brief Description of Proposed Action: Proposed local law serving as enabling legislation authorizing the Board of Trustees to create a paid parking program for use of public parking areas.			
Name of Applicant or Sponsor: Board of Trustees, Village of Greenport		Telephone: 631-477-0248	
		E-Mail: chall@greenportvillage.org	
Address: 236 Third Street			
City/PO: Greenport		State: New York	Zip Code: 11944
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____		n/a acres	
b. Total acreage to be physically disturbed? _____		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____		_____ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? N/A If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project: _____
Date: _____

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Board of Trustees, Village of Greenport	02/29/2024
_____ Name of Lead Agency	_____ Date
Kevin Stuessi	Mayor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Village of Greenport

Ice Rink Surplus Inventory List

1. Turbo Chiller 2000 Ice Rink Control System by Burley's Rink Supply Version 2.1
2. Lenova LCD Monitor – Model # L2364A / U38VXL16 (Serial # 1S65C8KCC1USU38VXL16)
3. Lenova ThinkCentre Computer Tower (Serial #11SoC69614ZVJ84X4781YK) Window 98 OS
4. 2003 Henry Technologies Model FM-20144-920 Chiller Utilizing 277/480V Power
5. 2004 Henry Technologies Refrigerant Dual Circuit Assembly RA-12048-800
6. Circuit Assembly A utilizing R22 / Circuit Assembly B utilizing R448A (400 lbs. Refrigerant included)
7. Emerson Copeland Compressor Model 6DSR40ME-TSN-800 (Serial #21G62115R)
8. Emerson Copeland Compressor Model 6DS3R40ME-TSN-800 (Serial15H63686R)
9. Emerson Copeland Compressor Model 6DJ3A4000-TSN-200 (Serial #03L38539S)
10. Emerson Copeland Compressor Model 6DJ3A4000-TSN-200 (Serial #03L38538S)
11. Reliance Electric Model No. 221G5304A (Serial #6527750-3) Electric Fan Motor for Condenser
12. EVAPCO Condenser Thermal-Pak Coil 14-57P
13. WEG Brine Pump Model 030360S3E284JM
14. WEG Brine Pump Model 002180S3E145JM
15. WEG Brine Pump Model 015180S3E254JP
16. 500 Gallons of Biotherm 50/50 Polyethylene Glycol
17. 150 Pairs of Ice Skates ranging in spectrum from Toddler Size to Adult Size 14
18. Lower Rink Walls to include all fastener hardware for the rink size of 140' x 75'
19. Upper Glass Wall Partitions to include all supportive beams and hardware.
20. 18 Individual tailored rolls of Polybutylene Pipe with Glycol included to cover rink floor area.

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 (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 Franchisee.

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:

Greenport Village Hall 236 3rd St, Greenport, NY 11944

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

Recreation Center, 612 Third Street, Greenport, NY 11944

Fire Departments:

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

Greenport Fire Department, 510 Flint St, Greenport, NY 11944