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MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
PATRICK BRENNAN
DEPUTY MAYOR
MARY BESS PHILLIPS

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT. 217

VILLAGE CLERK
CANDACE HALL
EXT 214

September 25, 2025 - 6:00pm
Mayor and Board of Trustees – Regular Session Meeting
Greenport Firehouse
Third Street, Greenport, NY 11944

MOTION TO OPEN MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Donya Van Buren
Sidney Douglas "Sid" Beebe Jr.

ANNOUNCEMENTS

- The Greenport Fire Department will conduct the annual hydrant testing on Sunday October 26, 2025.
- Village Hall will be closed on Monday, October 13, 2025, in observance of Indigenous Peoples Day and Columbus Day.
- The Fireboat Fire Fighter has arrived in the Village – be sure to check out this incredible piece of history at Mitchell Park Marina.

PUBLIC HEARING

1. Public hearing to discuss a proposed local law to amend Chapter 142, entitled "Wetlands" of the code of the Village of Greenport. Public hearing remained open from September 18, 2025, Work Session meeting.
2. Public hearing to discuss a proposed local law to amend Chapter 103, entitled "Rental Properties" of the code of the Village of Greenport. Public hearing remained open from September 18, 2025, Work Session meeting.

PUBLIC COMMENT

RESOLUTIONS**RESOLUTION # 09-2025-1**

RESOLUTION adopting the September, 2025 agenda as printed.

RESOLUTION # 09-2025-2

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

VILLAGE CLERK**RESOLUTION # 09-2025-3**

WHEREAS, on July 24, 2025, the Board adopted Resolution #07-2025-32 (the "Resolution"), authorizing the extension of agreements with property owners relative to the request for the wastewater main of the Village of Greenport Wastewater Treatment Plant to be extended to provide access to properties in the Sandy Beach Community, and WHEREAS, the extension agreements authorized by the Resolution provide for conditional extensions to December 31, 2026 (if the Village has not finalized a certain agreement for work) and July 31, 2028 (if the work has not been commenced), and WHEREAS, the Resolution provides for a listing of property owners included as being subject to the extension agreements, and WHEREAS, it has come to the attention of the Board that (a) two (2) listed properties previously opted out of the agreements, (b) one property was mistakenly included, (c) the first payment referenced in the original agreements has already been paid, which payment should be made clear in the resolution, and (d) the use of addresses should contain a corresponding Suffolk County Tax Map (SCTM) designation, NOW, THEREFORE, BE IT RESOLVED, that:

1. The following parcels are not subject to the extension authorization, as the property owners have previously opted out:
2.
 - a.SCTM 1001-03-02-03 (Michael J. Corso and Donna E. Abrams); and
 - b.SCTM 1001-03-03-25 (Richard McGrath and Laura Jean McGrath); and
 - c.SCTM 1001-03-03-19.1 (Helen Sideris and Nicholas Sideris)
2. The extension agreement applies to properties and property owners who have previously made the first payment as provided in the respective agreements.
3. The following parcels are subject to the extension authorization set forth in the Resolution, and are set forth herein with SCTM designations and proper addresses for ease of reference:

<u>SCTM</u>	<u>Street Address</u>	<u>Owners</u>
1001-03-03-21	103B Sandy Beach Road	Barbara Edwards Delsman
1001-03-03-20	98 Beach Place	Thomas M. Hart
1001-03-03-24	102 Sandy Beach Road	Lynne Stepnoski
1001-03-03-25	102 Beach Place	Jeffery D. Wachenfeld and Scott T. Wachenfeld
1001-03-03-26	3 Beach Place	Scott Wachenfeld and Dianne Wachenfeld
1001-03-03-27	Beach Place	Joseph Corso and Helen Corso
1001-03-03-29	6 Beach Street	Arleen G. Buckley
1001-03-03-30	7 Beach Street	K. Cicotte Revoc TRT
1001-03-03-31	7 Beach Street	Susan J. Edwards
1001-03-03-32	106 Beach Street	Nancy L. Pope
1001-03-03-33.1	10 Beach Street	Helen E. McCreary TRT
1001-03-03-33.3	11 Beach Street	Ingrid E. Young
1001-03-03-16	12 Beach Street	George Sucich
1001-03-03-15	13 Beach Street	Francis C. Murphy
1001-03-03-14	14 Beach Street	Marshall Leonard and Courtney Leonard
1001-03-03-13	15 Beach Street	Shenck-Jeney Family TRT

1001-03-03-12	16 Beach Street	John Roberts and Lenore Buckley
1001-03-03-11	17 Beach Street	Alexandra Marx
1001-03-03-10	18 Beach Street	Paul LLL Lieblich and Hedi Murphy
1001-03-03-9	19 Beach Street	Paula Casey 2022 Trust
1001-03-03-8	20 Sandy Beach Road	Paula Casey
1001-03-03-7.3	21 Beach Street	21 Beach Street LTD
1001-3-3-6	Beach Street	Michael Milano
1001-03-03-5	25 Beach Street	Paul Elliott and Eileen Elliott
1001-03-03-4.1	26 Beach Street	Robert Raines and David Raines, c/o Marilyn Raines

RESOLUTION # 09-2025-4

RESOLUTION authorizing the annual solicitation of bids for tree and stump removal services and stump grinding services on specified Village of Greenport streets and directing Clerk Hall to notice the bid solicitation accordingly.

RESOLUTION # 09-2025-5

RESOLUTION hiring of Julior Cruz Nunez, as a full-time Laborer for the Village of Greenport Road Department, at a pay rate of \$20.00 per hour, effective 9/15/2025. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as well as the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 09-2025-6

RESOLUTION hiring of Sue Ann Kostal, as a full-time Administrative Aide for the Village of Greenport Fire Department, at an annual salary of \$60,000 per year, effective 9/29/2025. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as well as the standard twenty-six-week Suffolk County Civil Service probationary period.

RESOLUTION # 09-2025-7

RESOLUTION hiring Helen Reiss as part-time Office Assistant for the Village of Greenport Fire Department at a pay rate of \$20.00 per hour, effective, 9/29/2025.

RESOLUTION # 09-2025-8

RESOLUTION authorizing the transfer of Jarred Lewis from part-time Recreation Aid to the title of Full-Time Custodial Worker 1 effective September 22, 2025. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as well as the standard twenty-six-week Suffolk County Civil Service probationary period.

RESOLUTION # 09-2025-9

RESOLUTION to approve the contract between the Village of Greenport and Granicus at Carahsoft to implement the new meeting management software (PEAK) and authorizing Mayor Stuessi to sign the contract from Granicus at Carahsoft.

RESOLUTION # 09-2025-10

RESOLUTION approving the Public assembly application received from Cliff Harris on behalf of the Greenport Fire Department for the annual Parade of Lights and Tree Lighting. The proposed date is Saturday, December 6, 2025, rain date Sunday, December 7, 2025, between 4:30pm-7:30pm.

MAYOR AND TRUSTEES**RESOLUTION # 09-2025-11**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law 5 of 2025 amending Chapter 150 (Zoning) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 150 (Zoning) to be an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration, determining that the approval of the Local Law will not have a significant negative impact on the environment.

RESOLUTION # 09-2025-12

Adoption Resolution for Local Law clarifying apartment dwelling units as permitted uses in the CR Commercial Retail zoning district WHEREAS, the Board of Trustees has been considering the adoption of a local law to amend the Zoning Code to clarify that apartment dwelling units are permitted uses in the CR Retail Commercial zoning district and excluded from multi-family dwelling regulations in Village Code §150-18, and WHEREAS, the Board referred the proposed local law to the Suffolk County Planning Commission and the Commission recommended that the Board take action as it deems appropriate, and WHEREAS, the Board has proposed the law to correct an unintended incorrect cross-reference adopted as part of the Village's comprehensive revision to Chapter 150 with respect to apartment dwelling units, and WHEREAS, the Board referred the proposed law to the Planning Board and the Planning Board issued a report (a) acknowledging that on account of the correction of the error the proposed law makes sense and aligns with the intent of the 2023 zoning amendments, which were designed to permit full-time apartments in the CR zoning district, and (b) recommending that the Board not adopt this law in isolation and instead defer immediate action as the Planning Board will be providing a full set of recommendations relative to housing development in the Village for consideration by the Board, and WHEREAS, the Board finds that the law itself merely corrects a previous scrivener's error and that subsequent recommendations relative to housing considerations will provide an additional opportunity for the Board to advance housing goals and objectives, and WHEREAS, the Board determines that the adoption of the law at this time is appropriate given its intent to correct a previous error and that a more comprehensive plan will be able to help address details relative to housing opportunities, and WHEREAS, the Board has conducted a comprehensive environmental review of the proposed

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Greenport hereby adopts the proposed law as Local Law 5 of 2025, a local law amending Chapter 150, to clarify apartment dwelling units as permitted uses in the CR Retail Commercial zoning district and excluded from the multi-family dwelling regulations in Village Code §150-18, and

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

BE IT FURTHER RESOLVED, that the Board directs the Village Clerk to publish a copy, summary or abstract of this local law in the official paper of the Village.

VOUCHER SUMMARY

RESOLUTION # 09-2025-13

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2024 / 2025 dated September 23, 2025 in the total amount of \$3,391.50 consisting of:

- o All regular checks in the amount of \$3,391.50, and
- o All prepaid checks (including wire transfers) in the amount of \$0.00.

RESOLUTION # 09-2025-14

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2025/2026 dated September 23, 2025 in the total amount of \$798,293.08 consisting of:

- o All regular checks in the amount of \$695,358.35, and
- o All prepaid checks (including wire transfers) in the amount of \$102,934.73.

Negative Declaration Pursuant to
New York State Environmental Quality Review Act
Local Law Amending Chapter 121 of the Code of the Village of Greenport
To add Section 121-3-a

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 the Board of Trustees has been considering the adoption of a local law to amend the Zoning Code to clarify that apartment dwelling units are permitted uses in the CR Retail Commercial zoning district and excluded from multi-family dwelling regulations in Village Code §150-18, and

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

NOW, THEREFORE, IT IS

RESOLVED, that the Board hereby finds and concludes that the Board of Trustees is the Lead Agency with respect to the proposed amendment to Chapter 150 of the Code of the Village of Greenport to clarify apartment dwelling units as permitted in the CR zoning district, as defined in the State Environmental Quality Review Act and its regulations (SEQRA), and

- A. the proposed amendment to Chapter 150 of the Code of the Village of Greenport is an Unlisted Action under SEQRA,
- B. the Board has considered the adoption of the proposed law,
- C. 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,

C. the proposed action would not have a significant adverse environmental impact, and

D. no further environmental review is required with respect to the proposed action.

Local Law of 2025

A local law to amend chapter 142 of the Village Code of the Village of Greenport, with respect to public hearing notice requirements for wetlands permit applications..

Section 1. Section 142-6(A) of the Village Code is hereby amended, to read as follows:

"§142-6. Permit Procedure.

(A) All applicants for a permit to perform any of the acts permitted or prohibited by §§142-4 and 142-5 shall present an original and three (3) paper copies of the permit application, together with other required information to the Village Clerk. All applications and copies thereof must be accompanied by or include the following information:"

[no change is made to the list of information items]

Section 2. Section 142-9(B) is hereby amended, to read as follows:

"§142-8(B).

(1) The Conservation Advisory Council shall review all permit applications and provide a written report to the Village Board within 21 days of its receipt of said application. The Board of Trustees shall hold a public hearing to consider the application. Notice of the hearing shall be given by publication in the official Village newspaper by the Village and by the posting of a placard notice on the premises by the applicant, at least ten (10) days before the date of such hearing. The placard notice shall be provided by the Village, at the cost of the applicant, and shall state information regarding the application and the time, date and place of the hearing. The placard notice shall be placed in a conspicuous location within 10 feet of the front property line. In addition to such published and posted notice, the applicant, at least 10 days prior to the hearing, shall mail a copy of the public notice of the public hearing by certified mail, return receipt requested, to the owners of all properties which lie adjacent to the property that is the subject of the application. The list of the names and addresses of the owners of all properties requiring the mailed notice shall be provided to the applicant by the Village. Proof of the publication in the form of a sworn statement and proof of the posting and mailing in the form of a sworn statement and the post

office return receipts shall be filed with the Village Clerk on or before the date of the hearing.

(2) The Village Board shall, after the required public hearing, then render a decision to deny, approve or approve with conditions the permit application. In rendering a decision of approval, approval with conditions or denial of a permit, the Village Board shall state, in writing, its findings of fact and conclusions. The decision shall be transmitted to the Village Clerk, who will advise the applicant of such decision by transmitting a copy of the decision to the applicant.

Section 3. Any local law or provision of the Code of the Village of Greenport in conflict with this local law is hereby repealed to the extent of such conflict, except that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of such local law, ordinance or resolution prior to the effective date of this local law.

Section 4. If any clause, sentence, paragraph, section, article, or part of this local law shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this local law, or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.

Proposed Short Term Rental Code Summary, Sept 18th Hearing

Key Provisions on Short-Term Rentals (STRs)

- **Definition:** STR = rental of a dwelling unit for **less than 30 days** (hotels, motels, and B&Bs are excluded if properly licensed), no minimum days
- **Effective Date:** January 1, 2026 (with a 60–120 day phase-in for permits).
- **Permits Required:**
 - **No rentals** (short- or long-term) allowed without a permit.
 - STR permits limited to three types:
 - 1 Hosted STR** – Owner/resident tenant lives onsite during guest stay; only bedrooms (not whole house) may be rented.
 - 2 Owner-Occupied STR** – Whole unit may be rented, but it must be owner-occupied at least part of the year.
 - 3 Resident STR** – For two-unit properties, one unit must be resident-occupied (by owner or year-lease tenant), and the other may be rented short-term.
 - **One STR permit per property** (no “portfolio” of STRs; an owner can’t hold multiple STR permits across the Village).
- **Not Allowed for STRs:**
 - Accessory buildings/structures (garages, sheds, pool houses).
 - Employee housing.
 - Multifamily buildings (except condos/co-ops where a single unit may qualify).
 - Owners with another active STR permit elsewhere in Greenport.
- **Occupancy & Use Rules:**
 - **Max 2 people per bedroom**, no dormitory-style sleeping.
 - **Max 6 adults / 8 total persons** per unit (children under 3 excluded).

- Only one rental party at a time (no renting out separate rooms/beds to different groups).
- Parking: **1 off-street space per bedroom**, no lawn or street parking.
- No on-site STR advertising signs.
- **Local Contact Required:** Owner must designate a responsible person within **60 minutes' drive**, available 24/7, able to be onsite within 3 hours for complaints/issues.
- **Listing Rules:** Rental permit number must appear in all ads/listings. If "hosted STR," the ad must clearly say owner/resident lives onsite during guest stay.
- **Records:** Owners must keep a **log of guest stays and rates** for 3 years and file annually with the Village.

Long-Term & Employee Rentals

- All rentals (including employee housing) need a **permit**.
- Employee housing only allowed as a **long-term rental** with proper permits.

Enforcement & Penalties

- **Violations** = fines (\$500–\$5,000 escalating), permit suspension/revocation, and possible **3-year disqualification** from new permits.
- Each day = a separate violation.
- Misrepresentation in applications is subject to **perjury penalties**.

Appeals

- Owners may appeal permit denials, suspensions, or revocations to the **Village Board of Trustees**

AUGUST 2025 REVISIONS

BILL VOG 05-25

A local law amending and restating Chapter 103 of the Code of the Village of Greenport (the “Code”) and Section 150-11.2 of the Code, in each case, to modify the regulations pertaining to the rental of dwelling units in the Village of Greenport.

Section 1. Recitals, findings and purpose of local law.

WHEREAS, the Village of Greenport is a unique and vibrant community composed of both full-time residents and part-time seasonal homeowners, and the Village recognizes that many properties serve as either principal places of residence or second homes, with second homes varying in their occupancy patterns throughout the year; and

WHEREAS, the Village has a compelling interest in promoting the fullest feasible use of dwelling units as residences—whether by owners or long-term tenants—so as to support local institutions, ensure public safety and emergency response capacity, maintain neighborhood stability, and preserve the overall community character; and

WHEREAS, a growing number of properties have been used primarily or exclusively as short-term rentals, often reducing the availability of long-term housing, increasing rental costs, and leading to the displacement of year-round residents; and

WHEREAS, the Board of Trustees finds that full-time and regularly occupied homes are essential to ensuring that human capital remains available to serve the Village as emergency responders, educators, hospital and healthcare workers, civic volunteers, and other essential contributors to community life; and

WHEREAS, the presence of a stable, year-round residential population is also critical to supporting local businesses, cultural activities, and economic activity beyond the tourist season, thereby preserving the Village’s economic health and identity as a living, working community; and

WHEREAS, short-term rentals, when not appropriately regulated, may introduce transient occupancy patterns, nuisances, and commercial behaviors that are incompatible with the residential character of neighborhoods and that challenge enforcement of health, safety, and zoning regulations; and

WHEREAS, the Board of Trustees acknowledges that some short-term rentals do provide valuable economic support to homeowners and lodging options to visitors, but finds that the unchecked proliferation of such uses has contributed to several adverse community impacts, including but not limited to: (a) a decline in long-term rental housing stock, (b) increased housing unaffordability, (c) speculative and investor-driven home acquisitions, (d) reduced availability of volunteers for community services, and (e) the conversion of residential areas into quasi-commercial zones; and

WHEREAS, the Board of Trustees therefore finds it necessary to establish regulations that (i) prioritize the residential use of homes, (ii) require short-term rentals to occur primarily in properties that are genuinely and consistently used as residences, and (iii) discourage the circumvention of rental housing and zoning regulations through absentee ownership and commercial exploitation of residential properties; and

WHEREAS, the Board of Trustees finds that these measures are necessary to promote public health, safety, and welfare, preserve the integrity of Village neighborhoods, ensure accountability in property maintenance, and protect the long-term residential character of the Village of Greenport;

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES AS FOLLOWS:

Section 2. Amendment of Chapter 103 (Rental Properties). Chapter 103 of the Village Code is hereby amended in its entirety, to read as follows:

CHAPTER 103 (RENTAL PROPERTIES)

103-1 PURPOSE AND INTENT.

- (A) The Board of Trustees of the Village of Greenport hereby finds that it is in the public interest to provide for an orderly process for identifying, registering and regulating rentals within the Village and to ensure that such rentals (i) meet applicable federal, New York State, county and local laws, including the Uniform Code, (ii) do not adversely affect the residential and community character of the Village, (iii) do not create or cause adverse quality of life issues to the surrounding neighborhood due to unreasonable noise, the creation of public health and safety issues associated with traffic and parking congestion or any other nuisance conditions, and (iv) are in accord with the purposes of this law.
- (B) The Board of Trustees of the Village of Greenport recognizes that in some instances the existence of short-term rentals does provide economic support for Village residents who benefit from rental income and that short-term rentals provide lodging options for visitors to the Village that support the local economy. However, the Board of Trustees hereby also finds that the proliferation of short-term rentals in the Village of Greenport has had a significant negative impact on the Village of Greenport community, including, among other things: (i) contributing to a shortage of full-time residential housing in the Village and an increase in market rental rates, (ii) incentivizing property owners to keep rooms and dwelling units vacant for large periods of the calendar year, (iii) leading to the eviction or displacement of long-term residential tenants in order to convert units that have historically provided full time rental housing into short-term rentals, (iv) adversely impacting the amount of housing available to full-time residents of the Village and persons working in the Village, thereby reducing the number of available volunteers for such functions as emergency workers, board members, scouting leaders and athletic coaches, among

others, in the Village, (v) reducing the number of bed and breakfast facilities operating within the Village, (vi) adversely impacting the community character of the Village by introducing a revolving circuit of transient occupants who are not invested in the community and (vii) introducing incompatible commercial activity into residentially zoned districts of the Village.

- (C) The Board of Trustees further finds that in order to minimize the foregoing adverse effects that are associated with short-term rentals, it is necessary to place reasonable restrictions on the ability of owners to utilize dwelling units for short-term rental purposes in order to (1) discourage the negative impacts from commercialization and investor-driven acquisition of dwelling units in the Village as set forth in the intent identified in the findings preceding the adoption of this Local Law __ of 2025, (2) promote the principal use of dwelling units for residential housing purposes, including, in the case of properties with more than one dwelling unit, maximizing the amount of rental properties available for full-time occupancy by tenants, (3) ensure that the use of a dwelling unit is principally for residential housing purposes and that any use of a dwelling unit for short-term rental purposes is only incidental to the use of such property principally for residential housing purposes, (4) promote accountability of owners in respect of maintenance and operation of properties for short-term rental purposes in order to minimize the negative impacts on community character and health and safety standards and (5) limit the circumvention of local regulations governing rental units in the Village.
- (D) This chapter is intended to adequately address the foregoing findings and intent and to protect the public health, safety, and welfare of the Village of Greenport.

103-2 APPLICABILITY.

This chapter shall apply to all rentals of any dwelling unit (or any portion thereof), including, any apartment, in the Village of Greenport. A dwelling unit (including any apartment) shall be presumed to be, or contain, a rental if said dwelling unit (or any portion thereof) is not occupied by the legal owner thereof, or if it is located within a building or structure or on a lot that contains multiple dwelling units under common ownership regardless of whether compensation of any form is exchanged for occupancy.

103-3 RELATION TO OTHER LAWS AND REGULATIONS.

The provisions of this chapter shall be deemed to supplement applicable state and local laws, codes and regulations, including, without limitation, New York Real Property Law (RPL) Article 12-D. Nothing in this chapter shall be deemed to abolish, impair, supersede or replace existing remedies or existing requirements of any other provision of state or local law or code or regulation. The issuance of any permit or the filing of any form under this chapter does not make legal any action or state of facts that is otherwise illegal, unlawful or nonpermitted or is otherwise in contravention of any other applicable law, code, rule or regulation.

103-4 DEFINITIONS.

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

BED AND BREAKFAST FACILITIES

Any building or property being operated lawfully as a bed and breakfast facility in accordance with Chapter 150 (Zoning) of the Code.

BEDROOM

A room in any building or structure designed or used primarily for sleeping or, as in the case of a studio apartment, a common room used for sleeping purposes which otherwise complies with the requirements of the Uniform Code and any other applicable New York State laws in respect of the use of a room as a bedroom or for sleeping quarters. Rooms having other purposes, such as dens, kitchens, living rooms or hallways, are not to be interpreted or used as a bedroom.

BONA FIDE TENANT

With respect to any dwelling unit, a tenant who is not related to any owner-related person in respect of such dwelling unit and who has entered into a written lease in respect of such dwelling unit on an arm's length basis in exchange for the payment of fair market rent.

BUILDING INSPECTOR

One or more persons that have been appointed by the Board of Trustees for purposes of enforcing the New York State Fire Prevention and Building Code and regulations of the Village, including this chapter and Chapter 150 (Zoning) of the Code pursuant to Section 53-3 of the Code.

DOMESTIC PARTNER

With respect to any natural person, either (A) the spouse of such person or (B) any other person living in a committed relationship with such person and who is recognized or treated as a "domestic partner" of such person pursuant to either (i) applicable law, including the terms of Chapter 121 of the Code of the Town of Southold or (ii) joint coverage under employee benefits, including health insurance policies.

DORMITORY-STYLE SLEEPING ARRANGEMENTS

Any room or space in a building or structure that contains more than two (2) sleeping accommodations (including beds, cots, bunks, or mattresses) not separated by permanent walls and doors, or used for sleeping by three (3) or more unrelated persons in a common open area.

DWELLING UNIT

Any building or other structure, or entirely self-contained portion thereof, which has a separate means of ingress and egress and provides complete independent living facilities for one or more persons. To qualify as a dwelling unit, a space must contain its own exclusive and functional kitchen, a sanitation facility and space for living and sleeping. This definition applies whether the dwelling unit is in a principal building or an accessory building or

structure, including any apartment, house, condominium or residential cooperative. This definition expressly excludes any bed and breakfast facilities, hotel or motel that has otherwise been approved pursuant to, and is operating in accordance with, Chapter 150. Any apartment in any condominium or residential cooperative shall be considered a separate dwelling unit for purposes of this chapter.

EFFECTIVE DATE

January 1, 2026

ELIGIBLE DWELLING UNIT

Either (A) a single-unit rental property or (B) a dwelling unit located in a principal building on a two-dwelling property. No accessory building or structure, as those terms are defined in Chapter 150, may be an eligible dwelling unit or portion thereof, except with respect to any apartment constituting a single-unit rental property. Except where such dwelling unit has been approved and used as a rental property in any chapter 150 zoning district prior to the Village's adoption of Local Law __ of 2025, an eligible dwelling unit may only be located in a residentially zoned district upon compliance with Section 150-6(E)(ii).

EMPLOYEE HOUSING

Any dwelling unit or portion thereof that is owned, leased or otherwise controlled, directly or indirectly, by a business entity and which is intended to be made available for use or occupancy by one or more employees, contractors or affiliated personnel of such business.

EXEMPTED SHORT-TERM RENTAL

With respect to any dwelling unit, any short-term rental of such dwelling unit that has been booked in respect of such dwelling unit prior to the date of adoption of Local Law __ of 2025 which satisfies the following conditions: (A) such short-term rental is booked for dates occurring on or prior to the twelve (12)-month anniversary of the effective date, (B) with respect to any such short-term rental booked for dates occurring more than ninety (90) days after the effective date, the owner is unable to cancel or terminate such short-term rental booking without incurring a penalty, fee or breakage costs, and (C) such short-term rental has been as identified as an "exempted short-term rental" in the list delivered to the Building Inspector by the owner of such dwelling unit pursuant to Section 103-6(E)(v).

HOSTED SHORT-TERM RENTAL PERMIT

A rental permit issued in respect of any eligible dwelling unit that is a single-unit rental property where one or more owners or resident tenant of such eligible dwelling unit will be physically residing at such eligible dwelling unit (including for sleeping purposes) during any tenant's stay. The issuance of a hosted short-term rental permit shall be subject to the satisfaction of the conditions set forth in Sections 103-6(C)(i)(a) and 103-6(C)(i)(b) below.

INCIDENTAL TO RESIDENTIAL USE

With respect to any short-term rental of any dwelling unit: (A) the applicable dwelling unit is owned by the owners thereof principally for personal enjoyment and occupancy (whether as a principal or secondary residence) and not as an investment, rental or commercial asset for passive income purposes and (B) the short-term rental of the applicable dwelling unit is only incidental to the primary use of the such eligible dwelling unit for residential living purposes of the owner or owner(s) and guests (except for resident tenants, but no other tenants).

KITCHEN

A room or portion of a room in any dwelling unit that is used or intended to be used for the cooking and preparation of food and that contains a sink, cooking appliance (such as a stove, hot plate or oven) and refrigeration equipment, each of which is permanently installed.

LISTING AGENT

Any person who lists or advertises or provides leasing, rental or booking services in respect of any dwelling unit (or any portion thereof), including, without limitation, any natural person that works as a real estate agent or any legal entity that provides a service whether on-line, through a website application or otherwise which is in the business of offering or providing a list of available options for lodging, rentals (including short-term rentals) and/or vacation or temporary stays, including, without limitation, such websites and applications as Zillow, "Apartments.com", Airbnb, VRBO, Tripadvisor, "Booking.com", Vacasa, Hometogo or other similar website and applications. For the avoidance of doubt any "booking service" as defined in N.Y. Real Prop. Law §447-a constitutes a "listing agent for purposes of this chapter.

LONG-TERM RENTAL PERMIT

Any rental permit issued in respect of a dwelling unit pursuant to this chapter other than any short-term rental permit.

MULTIFAMILY PROPERTY

Any property or lot on which there are more than two (2) dwelling units whether located in one or more buildings located on such property or lot.

OWNER

With respect to any dwelling unit or portion thereof, any person (including any natural person or legal entity) holding a present, non-contingent ownership interest in such dwelling unit, whether in fee simple, as a life estate, through a beneficial interest in trust or as a proprietary leaseholder in a residential cooperative. Such ownership interest must include the legal right to possess, use and enjoy the entire premises (or the individual dwelling unit, in the case of a residential cooperative) for residential purposes. If the bylaws, charter, operating agreement or other constituent document governing any applicable legal entity provides that a member, partner or other person has an interest in the applicable legal entity only for the period of occupancy or use of a dwelling unit (or a portion thereof) such person shall not constitute an owner in respect thereof. In the case of any residential cooperative,

an owner shall mean the natural person or natural persons holding shares, directly or indirectly, through a trust in a cooperative housing corporation that entitle such natural person or persons to the exclusive possession and use of a specific dwelling unit in such residential cooperative pursuant to a proprietary lease. In the case of any dwelling unit owned through a trust, the owners of such dwelling unit shall be each natural person with an undivided present non-contingent right to possess and reside in such dwelling unit pursuant to the terms of such trust.

OWNER-OCCUPIED

With respect to any dwelling unit, such dwelling unit is used for residential living purposes by one or more owners of such dwelling unit and one or more owners physically resides (or intends to reside) at such dwelling unit for not less than 120 days in any calendar year.

OWNER-OCCUPIED SHORT-TERM RENTAL PERMIT

A rental permit issued in respect of any eligible dwelling unit that is a single-unit rental property which is owner-occupied. The issuance of an owner-occupied short-term rental permit is subject to the satisfaction of the conditions set forth in Sections 103-6(C)(i)(a) and 103-6(C)(i)(c) below.

OWNER RELATED PERSON

A person with an ownership interest, whether by deed, by membership interest in the case of a limited liability company, by partnership interest in the case of a partnership, or by shareholder or corporate officer interest in the case of a corporation.

OWNER REPRESENTATIVE

With respect to any dwelling unit, a duly appointed natural person with the legal capacity to act on behalf of the owner of such dwelling unit.

PERSON

Any natural person, association, firm, syndicate, company (including any limited liability company), trust, partnership, corporation, department, bureau or agency or any other entity recognized by law.

PRINCIPAL RESIDENCE

With respect to any dwelling unit, an owner maintains a full-time permanent residence at such dwelling unit for residential living purposes and physically resides (or intends to reside) at such dwelling unit not less than 270 days in any calendar year.

RELATED PERSON

With respect to any dwelling unit, each owner of such dwelling unit and each domestic partner of an owner of such dwelling unit.

RENTAL

Occupancy or use of any dwelling unit (or any portion thereof) for residential living purposes by one or more tenant.

RENTAL PERMIT

With respect to any dwelling unit or portion thereof, a permit issued by the Building Inspector to the owner of such dwelling unit to expressly permit the use or occupancy of such dwelling unit or portion thereof as a rental unit. The following types of rental permits are provided for pursuant to this chapter: (a) a hosted short-term rental permit, (b) an owner-occupied short-term rental permit, (c) a resident short-term rental permit and (d) a long-term rental permit.

RENTAL UNIT

A dwelling unit or any portion thereof that is a rental.

RESIDENT DWELLING UNIT

With respect to any principal building located on a two-dwelling property, one of the two dwelling units located in the principal building that is not (and is not intended to be) used as a short-term rental.

RESIDENTIAL LIVING PURPOSES

With respect to any dwelling unit and a specified person or persons, such dwelling unit is physically occupied by such specified person or persons principally for customary residential habitation purposes, including sleeping and cooking.

RESIDENT-OCCUPIED

With respect to any resident dwelling unit, either: (A) such dwelling unit is the principal residence of one or more owners of such dwelling unit, or (B) such dwelling unit is the occupied by a resident tenant.

RESIDENT SHORT-TERM RENTAL PERMIT

A rental permit issued in respect of any eligible dwelling unit that is located on a two-dwelling property where the resident dwelling unit is resident-occupied. The issuance of a resident short-term rental permit shall be subject to the satisfaction of the conditions set forth in Sections 103-6(C)(i)(a) and 103-(C)(i)(d) below.

RESIDENT TENANT

With respect to any dwelling unit, one or more bona fide tenants who have the right to exclusive possession and use of such dwelling unit for residential living purposes pursuant to the terms of a written lease agreement with the owners of such dwelling unit with a term of not less than twelve (12) consecutive months.

RESIDENTIAL ZONE, RESIDENTIAL DISTRICT OR RESIDENTIALLY ZONED DISTRICT

Any district or zone in the Village that is principally zoned for, and restricted to, residential use pursuant to Chapter 150 from time to time; as of the effective date, properties located in the R-1 One-Family Residence District and the R-2 One- and Two-Family Residence District are the only residential zones or residentially zoned districts. Zones in which residential uses are permitted but where other commercial uses are generally permitted shall not be considered to be “residential zones” or a “residentially-zoned district” for purposes

of this chapter; as of the effective date, properties located in the CR Retail Commercial District, CG General Commercial District and the WC Waterfront Commercial District shall not be considered to be residential zones or residentially zoned districts.

SHORT-TERM RENTAL

The rental of any dwelling unit (or any portion thereof) for a term of less than thirty (30) consecutive days. Hotels, motels and bed-and-breakfast facilities that are being operated in accordance with Chapter 150 and for which all required and necessary permits, approvals and/or certificates are currently in place and valid shall not constitute a short-term rental.

SHORT-TERM RENTAL PERMIT

Any of the following: a hosted short-term rental permit, an owner-occupied short-term rental permit or a resident short-term rental permit.

SINGLE-DWELLING PROPERTY

Any property or lot located in a residential zone on which there is a single (1) dwelling unit.

SINGLE-UNIT RENTAL PROPERTY

Any (A) dwelling unit located in the principal building on a single-dwelling property or (B) apartment located in a condominium or residential cooperative that is in existence as of the effective date.

TENANT-OCCUPIED RENTAL PROPERTY

Any dwelling unit that is (or is intended to be) the subject of a resident short-term rental permit where the resident dwelling unit is occupied by one or more resident tenants (as opposed to one or more owners).

TENANT

With respect to any dwelling unit, or any portion thereof, any person that is not an owner of such dwelling unit and who has the right to occupy such dwelling unit or portion thereof overnight in exchange for compensation (whether in the form of rent, provision of services or other forms of compensation) to, or on behalf of, or as directed by, the owner or owners of such dwelling unit.

TWO-DWELLING PROPERTY

Any property or lot located in a residential zone on which there are two (2) dwelling units (but not more than two (2) dwelling units).

UNIFORM CODE

The New York State Uniform Fire Prevention and Building Code and any related rules or regulations adopted by New York State or New York State agencies or departments in respect thereof as in effect from time to time.

The following terms shall have the meaning set forth for such term in Chapter 150 of the Code: "Accessory Building or Structure"; "Apartment"; "Building"; "Basement";

“Condominium”; “Hotel”; “Lot”; “Motel”; “Multifamily Dwelling”; “Principal Building”; Residential Cooperative” and “Structure”.

103-5 Rental Permits Required.

- (A) The rental of any dwelling unit or any portion thereof is prohibited in the Village of Greenport unless a rental permit is in full force and effect in respect of such dwelling unit; *provided* that, except with respect to any exempted short-term rental, the short-term rental of any dwelling unit or any portion thereof is prohibited in all cases unless such dwelling unit is an eligible dwelling unit and a short-term rental permit is in full force and effect in respect of such dwelling unit.
- (B) No person (whether an owner, owner representative, listing agent, tenant or otherwise) shall occupy, use, operate or manage, nor offer or negotiate to use, lease or rent any dwelling unit or any portion thereof (whether located in a principal building, an accessory building or structure or otherwise) located within the Village of Greenport as a rental (including, without limitation, as a short-term rental) unless such use is expressly permitted pursuant to this chapter and a valid and effective rental permit (including, to the extent applicable, a short-term rental permit) is in full force and respect in respect thereof. Any person acting as an owner or an owner’s representative or a person with authority to permit use or occupancy of a dwelling unit or portion thereof who permits such dwelling unit or portion thereof to be used as a rental (including, without limitation, as a short-term rental) in contravention of this chapter shall be guilty of a violation of this chapter.
- (C) Any employee housing, regardless of whether rent is collected and irrespective of whether any occupant thereof is considered a tenant under applicable law, shall be deemed a rental for all purposes of this chapter and shall only be permitted to the extent that a long-term rental permit is in effect with respect to the applicable dwelling unit. For the avoidance of doubt, any employee housing offered by a business entity as part of an employment arrangement or compensation package shall be considered a rental for all purposes of this chapter.
- (D) The listing of all or a portion of a property or dwelling unit for lease through a listing agent that is commonly used for vacation or other short-term rental purposes such as Air BnB, VRBO, VACASA or HomeAway shall result in the presumption that such dwelling unit is being utilized as a short-term rental. The forgoing presumption may be rebutted by reasonable evidence to the contrary presented to the Building Inspector.

103-6 LIMITATIONS AND REQUIREMENTS IN RESPECT OF RENTALS AND RENTAL PERMITS.

(A) Rental Permits Generally.

- (i) Except as provided otherwise herein, rental permits may only be obtained

for properties in a Residential Zone or where such dwelling unit has been approved and used as a rental property in any chapter 150 zoning district prior to the Village's adoption of Local Law __ of 2025 upon compliance with Section 150-6(E)(ii).

- (ii) A rental permit (including any short-term rental permit) issued under this chapter shall only be issued to an owner(s) of the applicable dwelling unit proposed to be used as a rental unit.
 - (iii) All owners of a dwelling unit shall in all cases be jointly and severally responsible for ensuring that any rental of such dwelling unit complies with the requirements of this chapter.
 - (iv) In the case of any two-dwelling property or multifamily property, a separate rental permit shall be required in respect of each dwelling unit located thereon that is intended to be utilized as a rental unit.
 - (v) A dwelling unit may only be the subject of one rental permit at any given time which shall be one of any of the following: (a) a long-term rental permit, (b) a hosted short-term rental permit, (c) an owner-occupied short-term rental permit or (d) a resident short-term rental permit. An owner of any dwelling unit may terminate a rental permit issued to such owner in respect of such dwelling unit at any time in order to apply for a different rental permit in respect of such dwelling unit in accordance with the provisions of Section 103-7 (including the payment of any fee required to be paid in connection with an application in respect of such different rental permit pursuant to Section 103-8) by written notice to the Building Inspector and such existing rental permit shall be deemed null and void at such time as the new different type of rental permit shall become effective.
 - (vi) Issuance of a rental permit pursuant to this chapter shall not be construed as permission for, or approval, of the use of such dwelling unit or any portion thereof for any occupancy, habitation, rental or other purposes that would otherwise be in violation of a lease, cooperative bylaws, condominium association rules and regulations or any other applicable contractual agreement, law or regulation.
- (B) Dwelling Units in CR Commercial Retail District. The issuance of a rental permit in respect of any dwelling unit located in the CR Commercial Retail district shall only be permitted to the extent such dwelling unit satisfies any applicable requirements set forth in Section 150-9 of the Code. Except where such dwelling unit has been approved and used as a rental property in any chapter 150 zoning district prior to the Village's adoption of Local Law __ of 2025 upon compliance with Section 150-6(E)(ii), in no circumstances shall a short-term rental permit be issued in respect of any dwelling unit located in the CR Commercial Retail district.

- (C) Short-Term Rental Permits. The following limitations and requirements shall apply to the issuance of any short-term rental permit and no short-term rental permit shall be issued in contravention of these provisions:
- (i) A short-term rental permit shall only be issued to an owner or owners of a dwelling unit, subject to satisfaction of each of the following conditions (as applicable):
 - (a) Eligible Dwelling Unit Required. Such dwelling unit is an eligible dwelling unit. No apartment or dwelling unit located on any multifamily property shall be the subject of a short-term rental permit unless such apartment constitutes a single-unit rental property in accordance with clause (B) of the definition thereof.
 - (b) Hosted Short-Term Rental Permit. With respect to any application for a hosted short-term rental permit:
 - (1) such dwelling unit is a single-unit dwelling unit;
 - (2) the short-term rental is only in respect of one or more bedrooms at such dwelling unit and is not for the entire exclusive right of use of the dwelling unit;
 - (3) the short-term rental is only incidental to residential use;
 - (4) at least one bedroom in the dwelling unit shall be reserved for occupancy by an owner or owners or resident tenant and not available for use by any other tenant; and
 - (5) an owner or resident tenant of such eligible dwelling unit shall be physically living on-site at such eligible dwelling unit (including overnight) during the period of any short-term rental of a bedroom at such dwelling unit.
 - (c) Owner-Occupied Short-Term Rental Permit. With respect to any application for an owner-occupied short-term rental permit:
 - (1) such dwelling unit is a single-unit dwelling unit;
 - (2) the short-term rental of such dwelling unit is only incidental to residential use; and
 - (3) such dwelling unit is owner-occupied.
 - (d) Resident Short-Term Rental Permit. With respect to any application for a resident short-term rental permit:

- (1) such dwelling unit is located on a two-dwelling property; and
 - (2) the related resident dwelling unit is resident-occupied.
 - (ii) No short-term rental permit shall be issued in respect of any accessory building or structure.
 - (iii) No short-term rental permit shall be issued in respect of any employee housing.
 - (iv) There shall be no more than one (1) short-term rental permit issued in respect of any property or lot, except in the case of a property where the dwelling units take the form of a residential cooperative or condominium, in which case, the owner or owners of an eligible dwelling unit located therein shall be entitled to a single short-term rental permit in respect of such eligible dwelling unit so long as the conditions related to the issuance thereof are satisfied as contemplated in this chapter. For the avoidance of doubt, with respect to any two-dwelling property that has an eligible dwelling unit that is the subject of a short-term rental permit, the resident dwelling unit located on the property must be resident-occupied.
 - (v) No short-term rental permit shall be issued in respect of any eligible dwelling unit if any owner-related person in respect of such eligible dwelling unit has an ownership interest in any other dwelling unit in the Village of Greenport for which there is an effective short-term rental permit in respect thereof.
 - (vi) No person shall be entitled to the issuance of more than one short-term rental permit.
- (D) Phase-in Period for Rental Permit for Employee Housing. Enforcement of the rules and regulations in this chapter in respect of any employee housing, including the requirement that any dwelling unit used in connection therewith be the subject of a long-term rental permit, shall only commence on the day occurring 60 days after the effective date; *provided* that if the owner has filed for a rental permit in respect of such employee housing within the 60 day period following such effective date, such period shall be extended to 120 days to permit time for the issuance of the applicable rental permit.
- (E) Phase-In Period for Short Term Rental Permits.
- (i) Any person applying for a rental permit (including any renewal of a rental permit) in respect of a dwelling unit shall be required to apply for a single specific type of rental permit which shall include one of the following: a hosted short-term rental permit, an owner-occupied short-term rental permit, a resident short-term rental permit or long-term rental permit and, in each

case, shall be required to satisfy all of the criteria in respect thereof contained in this chapter prior to the issuance of such rental permit.

- (ii) Any owner that has a rental permit in respect of an eligible dwelling unit that was issued prior to the effective date and who desires to continue to rent such eligible dwelling unit as a short-term rental shall promptly apply for a short-term rental permit in accordance with the terms of this chapter but in any event shall apply for such short-term rental permit by no later than 60 days after the effective date.
- (iii) From and after the date occurring 60 days after the effective date, any rental permit that was issued prior to the effective date shall be deemed to constitute a long-term rental permit and no dwelling unit subject to such rental permit shall be permitted to be a short-term rental except to the extent of any exempted short-term rental.
- (iv) Except with respect to any exempted short-term rental, enforcement of the rules and regulations contained in this chapter that require that a short-term rental be the subject of a short-term rental permit, or which otherwise solely apply to short-term rentals shall only commence on the date occurring 60 days after the effective date. *provided* that if the owner has filed for a short-term rental permit within the 60 -ay period following such effective date, such period shall be extended to 120 days to permit time for the issuance of the applicable short-term rental permit.
- (v) If an owner of a dwelling unit has committed and booked short-term rentals in respect of such dwelling unit on or prior to the effective date, such owner may within 60 days of the effective date submit in writing to the Building Inspector a list of all exempted short-term rentals applicable to such dwelling unit. Any such writing shall be made in accordance with the provisions governing written certifications set forth in Section 103-13 below and shall include a written certification by the owner of such dwelling unit in respect of any such short-term rental scheduled to occur more than ninety (90) days after the effective date to the effect that the owner or owners are unable to terminate or cancel such short-term rental without penalty, fee or incurring breakage costs.
- (vi) Application for a rental permit as provided in this section (E) requires the submission of a complete application with the time period allotted in this section (E).

103-7 APPLICATION FOR RENTAL PERMIT.

- (A) An application for a rental permit in respect of any dwelling unit required by this chapter shall: (i) be made in writing by an owner of such dwelling unit to the Building Inspector, on a form provided therefor by the Village, (ii) indicate the type

of rental permit the owner thereof is seeking in respect of the applicable dwelling unit, which shall be one of the following: a hosted short-term rental permit, an owner-occupied short-term rental permit, a resident short-term rental permit or a long-term rental permit, (iii) be accompanied by the payment of the applicable fee required under Section 103-8 and (iv) subject to clause (B) below in respect of any apartment located in a condominium or residential cooperative, include at least the following information and documentation:

- (i) The address and Suffolk County Tax Identification number of the property on which the applicable dwelling unit is located and whether the applicable dwelling unit or any other dwelling unit located on the property on which such dwelling unit is located is intended to be utilized as a short-term rental or employee housing.
- (ii) The name, physical address, mailing address and other contact details (phone and email) of (a) in the case of any long-term rental permit application, each owner of the applicable dwelling unit and (b) in the case of any short-term rental permit application, each owner-related person in respect of such eligible dwelling, including, in each case, a description of the legal form of ownership of such dwelling unit (i.e. whether title is held through a trust, limited liability company, partnership or other legal entity) and whether the dwelling unit is proposed to be professionally managed by an owner representative. If such dwelling unit is intended to be professionally managed by an owner representative, the owner shall also provide the name, physical address, mailing address and other contact details (phone and email) of such owner representative.
- (iii) A statement of the number of parking spaces on the property on which such dwelling unit is located that satisfy any applicable requirements under Sections 150-16 and this chapter of the Code. The location of each on-site parking space shall be identified.
- (iv) To the extent that more than one dwelling unit exists on the property on which the applicable dwelling unit is located: (a) the total number of dwelling units located on such property, (b) a description of whether each such dwelling unit is proposed to be used as a rental unit or is otherwise intended to be used for residential living purposes by the owner or owners of such dwelling unit and (c) a description of the location of each such dwelling unit on the property, including any applicable identifying number or letter or other identification used in respect of such dwelling unit.
- (v) A copy of a valid certificate of occupancy with respect to the applicable dwelling unit or a letter from the Village of Greenport Building Department certifying that no certificate of occupancy is required to permit such dwelling unit to be used or occupied for residential living purposes by any person.

- (vi) Evidence of liability insurance coverage for the applicable dwelling unit meeting the requirements of Section 103-17(S), including proof that such coverage shall remain in effect notwithstanding the proposed rental of the applicable dwelling unit (or portion thereof).
- (vii) A waste management plan demonstrating compliance with Section 103-17(H) and, to the extent that the authorized responsible contact persons required pursuant to Section 103-17(C) are not one or more owners of the dwelling unit, contact information (including phone and email) for such authorized responsible person.
- (viii) A signed certification by all owners of such dwelling unit as to the following matters:
 - (a) To the best knowledge of such owner, the applicable dwelling unit is safe and fit for human habitation.
 - (b) Electrical systems in the dwelling unit are serviceable with no visual defects or unsafe conditions.
 - (c) All fireplaces, fireplace inserts or other fuel burning heaters and furnaces are vented and properly installed and flues have been cleaned within twelve (12) months of the application for such rental permit.
 - (d) The use of such dwelling unit as a rental will otherwise comply with all other applicable requirements of this chapter, including, any applicable requirements set forth in Section 103-17.
 - (e) To the best knowledge of such owner, the information otherwise contained in the rental permit application is true and correct in all material respects.
- (ix) With respect to any application for a long-term rental permit in respect of a dwelling unit to be utilized for employee housing, the following: (a) a rough, legible floor plan (which may be hand drawn) in respect of the applicable principal building identifying (1) each dwelling unit contained therein, (2) any kitchen located within any dwelling unit located in such principal building, (3) each bedroom located within each dwelling unit located in such principal building and (4) the maximum number of persons anticipated to be accommodated as a tenant or tenants from time to time in such eligible dwelling unit, and (b) a signed certification by all owners of the applicable dwelling unit to the effect that no dormitory-style sleeping arrangements are provided for in such dwelling unit and that the occupancy of such dwelling unit will not exceed that otherwise permitted pursuant to Section 103-17(K).

- (x) With respect to an application for short-term rental permit, the following:
- (a) A rough, legible floor plan (which may be hand drawn) in respect of the applicable principal building identifying (1) each dwelling unit contained therein, (2) any kitchen located within any dwelling unit located in such principal building, (3) each bedroom located within each dwelling unit located in such principal building and (4) in the case of the applicable dwelling unit that is intended to be the subject of the short-term rental permit, the maximum number of persons anticipated to be accommodated as a tenant or tenants from time to time in such dwelling unit.
 - (b) A list of all proposed methods for advertising and/or listing the applicable eligible dwelling unit as available for rental, leasing or lodging, including (1) the identification of any listing agent intended to be used in connection therewith and (2) if an independent website is to be used for purposes of advertising such rental, the web address/url for such website.
 - (c) A statement as to whether the applicable eligible dwelling unit is located on a single-dwelling property, two-dwelling property or, is apartment located in a condominium or residential cooperative that was in existence as of the effective date.
 - (d) A signed certification by the owner or owners of such dwelling unit confirming any applicable requirements in respect of the applicable short-term rental permit required to be satisfied pursuant to Section 103-6(C)(i).
 - (e) In connection with any resident short-term rental permit, either:
 - (1) if the applicable resident dwelling unit is to be occupied by one or more resident tenants in order to satisfy the requirement that the resident dwelling unit be resident-occupied, a reasonably redacted copy of the lease applicable to such resident tenant or tenants (such redaction may include personal and financial information in respect of the tenant or tenants but shall not include any of the provisions relating to the term of the applicable lease, the rights of the owner of such dwelling unit to terminate such lease from time to time or any rights of renewal in respect of such lease); or
 - (2) if the applicable resident dwelling unit is to be occupied by one or more owners of the applicable two-dwelling property in order to satisfy the requirement that the resident dwelling unit be resident-occupied, reasonably satisfactory documentary

evidence that such resident dwelling unit is the principal residence of one or more owners of such dwelling unit.

- (xi) If the rental unit is occupied by a resident tenant, a copy of the lease. In such instance, all certifications required herein shall also be signed by the resident tenant.
- (xii) Such other information as may be reasonably be required by the Building Inspector to determine whether the applicable dwelling unit is entitled to the issuance of the applicable proposed rental permit pursuant to the terms of this chapter.
- (xiii) Off-street parking requirements.
 - (a) The number of vehicles permitted overnight is limited to one (1) vehicle per bedroom.
 - (b) A parking space shall have a minimum of 180 square feet in a rectangular configuration of at least 9 feet by 20 feet.
 - (c) Tenants and guests shall park in the off-street parking spaces required by this section and shall not park on any part of the lawn of the property or on any public or private street.
- (B) For purposes of an application for a rental permit, any apartment located in a condominium or residential cooperative shall be treated as though it were a dwelling unit on a single-dwelling property and the owner shall not be required to provide any information in respect of any other dwelling units located on the related multifamily property.
- (C) For purposes of verifying any person's residence in connection with any rental permit application, acceptable evidence may include, but is not limited to, the following documents, provided they are current and clearly state the individual's name and residential address: (1) government-issued identification, such as a driver's license, state ID card or vehicle registration, (2) bank or financial institution statements dated within the preceding 90 days, (3) official correspondence from a government agency (i.e. tax authority, immigration office or social security administration). (4) voter registration card or records, (5) school or university enrolment documentation or (6) employment records or employer correspondence confirming the individual's address.
- (D) Any and all certifications, writings and other information required to be provided for purposes of this Section 103-7 shall be subject to the provisions set forth in Section 103-13.

103-8 APPLICATION FEES.

The fee required to be paid in connection with any application for, and issuance of any rental permit shall be in such amount as may be determined to be applicable with respect to such type of rental permit from time to time by resolution of the Board of Trustees. Said fee shall be due and payable in full without rebate at the time of filing for an application for such

rental permit regardless of whether a rental permit is ultimately issued in respect of the proposed application.

103-9 REVIEW OF APPLICATION: ISSUANCE OF RENTAL PERMIT.

- (A) The Building Inspector shall review each application for a rental permit in respect of any dwelling unit for completeness and accuracy as well as compliance with the other provisions set forth in this chapter, shall assure that any inspection or certification, as required pursuant to Section 103-9, shall have been completed by the Village or submitted to the Village and shall issue the applicable rental permit or provide a written denial of the application with a reasonable explanation for such denial within 60 days of the filing of a complete application for a rental permit.
- (B) No rental permit shall be issued unless such dwelling unit and the applicable property on which the applicable dwelling unit is located (including any structures located thereon) complies with all applicable local, county, state and federal laws, codes, rules and regulations that apply to the use of such dwelling unit and property for residential and/or rental purposes.
- (C) No rental permit or renewal thereof shall be issued unless the owner(s) of the applicable dwelling unit submits either (i) a certification from an independent professional engineer or registered architect, other than any owner-related person, licensed in the State of New York and containing their seal, or (ii) the certification of the Building Inspector or of an independent state certified code enforcement official, attesting, in either case, that the applicable dwelling unit is in compliance with the Uniform Code, and complies with all applicable local, county, state and federal laws, codes, rules and regulations that apply to the use of such dwelling unit for residential and/or rental purposes. Nothing in this article, except in the case of an emergency pursuant to Section 103-19 and in accord with federal law, shall be deemed to authorize any Village employee or personnel or any other person acting on behalf of the Village to conduct an inspection of any property without the consent of an owner or the property, if the dwelling unit or units are unoccupied, and if occupied, upon the consent of the occupant or owner of the property in the absence of a warrant duly issued by a court of law.
- (D) No rental permit shall be issued unless and until certification contemplated by clause (C) has been received by the Building Inspector and the Building Inspector has confirmed to its reasonable satisfaction that the applicable dwelling unit fully complies with all applicable provisions of the Uniform Code and all other applicable local, county, state and federal laws, codes, rules and regulations that apply to the use of such property for residential and/or rental purposes
- (E) An application for a rental permit may be denied for one or more of the following reasons:

- (i) The information or documentation required for the application was not submitted in full or the permit fee was not included with the application.
 - (ii) The Building Inspector has reasonable grounds to believe that any of the information or certifications contained in the rental permit application are materially incorrect or fail to state a material fact that is relevant to the determination as to whether an applicable dwelling unit is permitted to be the subject of the applicable type of rental permit being applied for, including, in connection with an application in respect of any short-term rental permit, the determination that the applicable dwelling unit satisfies the criteria to constitute an eligible dwelling unit or that any of the other applicable conditions contained in Section 103-6(C)(i) are satisfied in respect of the issuance of such short-term rental permit.
 - (iii) There are violations of the Code pending against an applicable owner or owners in respect of the applicable dwelling unit or the property on which such dwelling unit is located, including violations of this chapter, Chapter 88 (Noise) or Chapter 150 (Zoning).
 - (iv) A rental permit for the applicable dwelling unit has been revoked in accordance with the terms of this chapter within the prior three (3) years unless the owner of the applicable dwelling unit was not an owner of the applicable dwelling unit at the time such rental permit was revoked.
 - (v) The applicable dwelling unit and/or the property on which it is located is determined to be unfit for human habitation or occupancy.
 - (vi) The applicable dwelling unit or any other building or structure located on the same property, is damaged, decayed, dilapidated, unsanitary, unsafe or infested in such a manner as to create a hazard to the health and safety of the general public or any occupants of the dwelling unit or property.
 - (vii) The existence of any other condition or circumstance in respect of the applicable dwelling unit or the property on which it is located which, in the reasonable opinion of the Building Inspector is dangerous, illegal, unsafe or jeopardizes the health, welfare and safety of the general public or any occupants of the dwelling unit or property.
- (F) Any application for a rental permit, including the renewal of a permit, can be denied for the reasons set forth above. If an application is denied, notice of denial shall be given in writing and served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. If the notice is returned by the Post Office as undeliverable for any reason, so long as such notice was properly addressed, service of the notice shall be valid.

- (G) Any notice of denial shall set forth the grounds therefor and contain a statement that the applicant may appeal such denial in accordance with Section 103-15 below.
- (H) Such notice of denial shall be deemed the issuance of a determination by the administrative official charged with enforcement of this chapter.

103-10 TERM OF PERMIT; RENEWAL

- (A) The rental permit term applicable to (i) any resident short-term rental permit that relates to a tenant-occupied rental property shall be the shorter of (a) one (1) year and (b) the period between the date of issuance of such rental permit and the stated termination date on the lease applicable to the related resident dwelling unit which is provided in connection with the application for such rental permit in accordance with Section 103-7(A)(x)(e)(1); *provided* that if during the term of such short-term rental permit, the owner provides the Building Inspector with a certified copy of a lease extension with a termination date that is later than twelve (12) months from the date on which such short-term rental permit is issued, the term of such short-term rental period shall be for one (1) year from the date of original issuance thereof; (ii) any other short-term rental permit, one (1) year), and (iii) any long-term rental permit, two (2) years.
- (B) An application for the renewal of a rental permit shall be signed by the owner or owners of the applicable dwelling unit and shall be completed and filed with the Building Inspector in accordance with the requirements set forth in Section 103-7 and shall be processed in accordance with Sections 103-9 and 103-10.
- (C) A rental permit is not transferable to a new owner or owners of an applicable dwelling unit. In such cases, such new owner or owners shall be required to file a new application for a rental permit in respect of such dwelling unit within 30 days of their acquisition of such dwelling unit. Notwithstanding the foregoing, a rental, other than a short-term rental, of a property that is the subject of new ownership shall continue to be permitted for a period of 75 days following the new owner's acquisition of the applicable property in order to permit such owner to apply and receive a rental permit in accordance with the terms of this chapter.

103-11 REGISTER OF PERMITS.

Upon approval and issuance of any rental permit, the Building Inspector will assign a registration number in respect of the applicable dwelling unit. The registration number for any hosted short-term rental permit shall commence with the letter "H"; the registration number for any owner-occupied short-term rental permit shall commence with the letters "O"; and the registration number for each resident short-term rental permit shall commence with the letter "R". The Village shall maintain a registry of all rental permits, including the address of the applicable dwelling unit, contact details of each owner and owner representative in respect thereof and the type of rental permit issued for such applicable dwelling. Such registry shall be available for inspection by the public upon reasonable request and notice.

103-12 EFFECT OF DELIVERY OF INFORMATION OR CERTIFICATIONS.

Any writing or certification required to be made by an owner pursuant to this chapter (including any information contained therein) shall be made under penalty of perjury of the laws of the Village of Greenport and the State of New York and any statement that is determined to be false, misleading or fraudulent or an omission of any material fact or information required to be disclosed in connection therewith shall constitute a violation of this chapter and shall be subject in all respects to the penalties set forth below in Section 103-18 and the suspension or revocation of the applicable rental permit in accordance with Section 103-14.

103-13 REVOCATION OF PERMIT

- (A) Grounds for Suspension or Revocation. A rental permit issued under this chapter may be suspended or revoked by the Building Inspector as a result of the occurrence of any of the following:
- (i) the Building Inspector has reasonable grounds, including based on one or more written complaints, to conclude that there is a material misstatement or omission of material information by an applicant in connection with an application for the applicable rental permit;
 - (ii) in the case of any short-term rental permit, the Building Inspector has reasonable grounds, including based one or more written complaints, to conclude that either the applicable dwelling unit that is the subject of such short-term rental permit is no longer an eligible dwelling unit or that any of the conditions applicable to the issuance of such short-term rental permit pursuant to Section 130-6(C), including, any requirements relating to occupancy or residency, are no longer satisfied;
 - (iii) any owner or owner representative has failed to comply with the provisions set forth in this chapter applicable to any rental unit owned by such owner;
or

- (iv) one or more written complaints have been filed with the Building Inspector alleging that a rental property is not being operated in accordance with the provisions set forth in this chapter that are applicable to such rental unit.
- (B) Notice and Opportunity to Cure. Prior to the effective date of any suspension or revocation of a rental permit, the Building Inspector shall give written notice to the holder of such rental permit identifying the following: (1) the specific grounds or deficiencies giving rise to the proposed action, (2) the evidence or basis supporting the determination (which may include the filing of one or more complaints in respect of the applicable rental unit), (3) that the permit holder has the right to respond in writing or in person within 14 calendar days from the date of such notice and (4) that the permit holder has the right cure any deficiency, provide additional documentation or provide the Building Inspector with an opportunity to inspect the applicable property in order to provide evidence to the Building Inspector that there are insufficient grounds for suspending or revoking the applicable rental permit.
- (C) Determination Following Response. If the holder of a rental permit timely responds to a notice of suspension or revocation, the Building Inspector shall review any submission or corrective actions taken and, within 30 days issue a final written decision either (i) withdrawing the proposed suspension or revocation if the holder of the rental permit has remedied the deficiency or demonstrated continued compliance or (ii) confirming the suspension or revocation of deficiencies remain unaddressed or the response is insufficient.
- (D) Immediate Suspension of Rental Permit for Hazardous Conditions. Notwithstanding the provisions above, the Building Inspector may immediately suspend a rental permit without prior notice if continued occupancy of the applicable rental property presents an imminent threat to the health, safety, or welfare of tenants or the general public. In such cases, the holder of the applicable rental permit shall be notified as soon as practicable and shall have the right to request a hearing within ten (10) calendar days of receipt of such notice.
- (E) Right of Appeal. An appeal from any suspension or revocation of a rental permit pursuant to this Section 103-14 may be made in accordance with Section 103-15 below.
- (F) No New Rental Permit. If a rental permit is revoked or suspended with respect to any applicable rental property, no application for a new rental permit in respect of such rental property will be accepted for filing until the applicant has remedied the conditions that formed the basis of the revocation to the satisfaction of the Building Inspector.
- (G) Temporary Absence Exception. A short-term rental permit shall not be suspended, revoked, or deemed in violation of this chapter solely because an owner or resident tenant is temporarily unable to occupy a dwelling unit; *provided that*:

- (i) The absence is due to unforeseen and compelling circumstances, including but not limited to: (a) person or family illness or medical treatment, (b) employment-related travel or reassignment, (c) military deployment or (d) natural disasters or other *force majeure* events beyond the control of such owner or resident tenant.
- (ii) The failure to so occupy a dwelling unit must not be solely for financial reasons, such as the need to generate additional income.
- (iii) The owner of the applicable rental unit must: (a) provide the Building Inspector written notice within 30 days of becoming aware of the event giving rise to the absence from the property and (b) submit reasonable supporting documentation upon request (i.e. a physician's letter, employer documentation o relevant travel orders) in respect of the event giving rise to the absence from the property.
- (iv) This exception shall not extend the validity of a short-term rental permit beyond its stated expiration date. but shall protect the short-term permit from suspension or revocation solely due to a temporary unforeseen absence from the property.

103-14 RIGHT OF APPEAL

- (A) Right of Appeal. Any owner of a dwelling unit that is aggrieved by a final decision or determination of the Building Inspector, including, but not limited to the issuance of a notice of denial in respect of the issuance of a rental permit or a notice of suspension or revocation in respect of a rental permit, shall have the right to appeal such denial to the Village Board of Trustees.
- (B) Filing of Appeal. An appeal of a decision or determination by the Building Inspector must be filed by an owner of the relevant dwelling unit or property with the Village Clerk within thirty (30) days of the date of the Building Inspector's decision or determination. Such filing must include the following:
 - (i) the name and contact information of the appellant and all other owners of the relevant dwelling unit or property;
 - (ii) a copy of the decision or determination rendered by the Building Inspector;
 - (iii) a detailed statement of the grounds for the appeal;
 - (iv) such other supporting documentation as an appellant may wish to include.

A notice of appeal shall also be accompanied by a payment of \$200 dollars, or such other fee as is determined from time to time to be applicable to hearings under this Section 103-15 by resolution of the Board of Trustees to cover the costs of processing the appeal. The Village Clerk shall forward a copy of any notice of appeal to each member of the Board of Trustees, the Building Inspector and legal counsel to the Village for further consideration and processing.

(C) Stay of Decision. Unless the Building Inspector certifies that a stay would cause imminent peril to life or property, the filing of an appeal shall stay the decision or determination of the Building Inspector pending final determination by the Village Board of Trustees.

(D) Hearing and Determination,

(i) The Village Board of Trustees shall schedule a public hearing on an appeal filed pursuant to this Section within forty-five (45) days of the filing of the appeal. Notice of the date, time and location of the hearing shall be given in writing and served by registered or certified mail, return receipt requested to the appellant at the address shown in the notice of appeal at least ten (10) days in advance of the date of such public hearing. The notice shall include a statement that (a) the appellant is entitled to be represented by legal counsel at the hearing and may present the testimony of witnesses and such other evidence in his or her own behalf as may be deemed relevant or necessary and (b) if the appellant fails to appear for the hearing, the denial or determination shall remain in full force and effect and be final.

(ii) The public hearing shall occur before the Board of Trustees or an administrative hearing officer (Hearing Officer) appointed by the Board of Trustees and may be adjourned by the Board or Hearing Officer only upon good cause shown. At the hearing the applicant shall be entitled to be represented by legal counsel and provided with an opportunity to be heard. The applicant may present the testimony of witnesses, experts and other evidence in his or her own behalf as he or she deems advisable. The Building Inspector or other witnesses may appear and give testimony or submit evidence in support of the applicable decision or determination issued by the Building Inspector as deemed necessary by the Village Board of Trustees.

(iii) The Board of Trustees or Hearing Officer, as applicable, shall consider the evidence presented and shall submit findings in writing within thirty (30) days of the close of the hearing or sooner. The Board of Trustees or Hearing Officer, as applicable, may affirm, modify or reverse the original denial or determination by the Building Inspector. A copy of the Board of Trustees or Hearing Officer's determination shall be filed with the Building Inspector and the Village Clerk and served on the applicant or applicant's attorney in the same manner as the original notice. The Board of Trustees' or Hearing

Officer's determination, as applicable, shall be final as to the Village of Greenport.

- (iv) All hearings shall be recorded and a record thereof and of the final determination by the Board of Trustees or Hearing Officer, as applicable, shall be maintained by the Village Clerk.

103-15 PRESUMPTIONS.

- (A) The presence or existence of any of the following factors shall create a rebuttable presumption that a dwelling unit is being used for rental purposes:

- (i) such dwelling unit is used or occupied by one or more persons that are not owners of the property (or otherwise related to such owners) at which such dwelling unit is located, and no owner is resident at such dwelling unit;
- (ii) one or more persons residing in such dwelling unit represents that such person or one or more other persons who are not owners pay rent to the owner of such dwelling unit;
- (iii) a sworn statement or testimony by a person having knowledge of the facts that it is common knowledge in the community that persons other than an owner (or persons related to such owner) reside at the applicable dwelling unit from time to time when no owner is present in the dwelling unit;
- (iv) there are separate entrances for individual portions of the building containing a dwelling unit which do not provide for general access to the full building containing such dwelling unit;
- (v) there exists a written or oral lease or rental arrangement, payment or other agreement for occupancy of portions of such dwelling unit among an owner of such dwelling unit and any other person; or
- (vi) an advertisement or listing is available in respect of such dwelling unit which purports that such dwelling unit is available for rent, lease or a short-term stay.

- (B) The presence or existence of any of the following factors shall create a rebuttable presumption that a property is either a two-dwelling property or a multifamily property:

- (i) there is more than one mailbox at the property on which such dwelling unit is located (in the case of a property containing two (2) mailboxes), the presumption shall be that such property is a two-dwelling property and, in

the case of a property containing three (3) or more mailboxes, the presumption shall be that such property is a multifamily property);

- (ii) there is more than one electrical, water or gas utility meter for the property on which such dwelling unit is located (in the case of a property containing two (2) such utility meters, the presumption shall be that such property is a two-dwelling property and in the case of a property containing more than three (3) such utility meters, the presumption shall be that such property is a multifamily property);
- (iii) doors located for the building in which a dwelling unit is located contain individual identification numbers such as “#1”, “#2”, “#3”, “A”, “B” etc. and provide separate ingress or egress to distinct portions of the building in which such doors are located;
- (iv) there is more than one connection line for cable television service or more than one antenna, satellite dish or related receiving equipment attached to the applicable dwelling unit;
- (v) such dwelling unit is located on a property that is identified in the Town of Southold Tax Assessor’s roll as falling under the following types of property classifications: “apartment” (but not “apartment – condo” or “apartment-co-op”), “2 Family Res”, “multiple res” or “res multiple”, or “attached row building”; or
- (vi) there are two or more kitchens located in buildings located on the property on which such dwelling unit is located.

Any of the foregoing presumptions may be rebutted by reasonable evidence to the contrary presented to the Building Inspector.

103-16 RULES AND REGULATIONS.

Each owner of any rental unit shall comply with the following:

- (A) Each rental unit must have a valid and effective rental permit in effect.
- (B) No accessory building or structure, temporary structure, tent, trailer, camper or recreational vehicle shall be used for residential living purposes by any person in connection with any rental of a dwelling unit.
- (C) The owner or owners of any rental unit that is the subject of a short-term rental permit shall designate up to two (2) natural persons located no more than a sixty (60) minute drive from the property on which the applicable rental unit is contained who shall be available twenty-four (24) hours per day, seven (7) days per week to serve as the local responsible party for such rental unit and to immediately respond to any issues arising from any short-term rental of such rental unit other than a resident

tenant. No tenant may be a designated responsible party, but an owner may be a designated responsible party. The owner shall notify the Village in writing of the designation of a responsible party within five (5) business days of such designation or modification of any such designation. The owner or owners shall ensure that each person designated as a responsible party pursuant to this clause (C) is available at all times during any short-term rental of the relevant rental unit, including nights and weekends in order to facilitate compliance of such rental unit with the terms and conditions of this chapter and any other applicable provisions of the Code, including those set forth in Chapter 88 (Noise). For the purposes of this chapter, "availability" means that the responsible part is accessible by telephone and able to be physically present at the rental unit within three (3) hours of being contacted.

- (D) Except in those instances in which a listing agent bears the responsibility for collecting and remitting taxes and fees applicable to any short-term rental, the owner of any rental unit shall collect and pay all applicable local, state and federal taxes related to the use of the applicable dwelling unit as a rental unit, including any applicable sales, lodging or other similar taxes required to be paid pursuant to Chapter 523, Article II of the Suffolk County Code and any other taxes payable in accordance with the Code or RPL Article 12-D.
- (E) No more than two (2) bedrooms shall be permitted in the basement of any building that contains one or more rental units and only where such basement may be inhabited lawfully in accordance with the Uniform Code.
- (F) The leasing, subleasing, occupancy or use by a non-resident tenant or tenants of less than the entire dwelling unit that is the subject of a rental shall be prohibited.
- (G) The owners and tenants of any rental shall ensure that all property maintenance regulations provided for in the Village Code, Uniform Code and the United States Department of Housing and Urban Development Section 8 Housing Quality Standard Inspection checklist standards are satisfied in respect of such rental to the extent applicable.
- (H) Dumpsters are prohibited on any residentially zoned property containing a rental unit for anything other than occasional short-term use, but in such instance no dumpster shall be on-site for more than seven (7) consecutive days unless otherwise authorized by the Building Inspector in connection with an on-site construction project. The owners of any rental unit shall ensure that garbage is not left outside for a period greater than 24 hours at curbside and that all garbage on the property is removed on not less than a weekly basis. All garbage containers on any property with a rental unit shall be secured with tight-fitting covers at all times preventing leakage, spilling or odors and placed where they are not clearly visible from the street or road except around pick-up time.
- (I) The type of rental permit and rental permit registration number issued in respect of any dwelling unit that is a rental shall be displayed on all advertisements with any

listing agency. The complete rental permit registration number must be included in any listing or advertisement in respect of any rental of a dwelling unit (or any portion thereof), whether in print or online. If the applicable short-term rental permit is a hosted short-term rental permit, any listing or advertisement in respect of a short-term rental of such dwelling unit shall include a clear statement to the effect that one or more owner(s) or a resident tenant will be residing at the dwelling unit during the time of such short-term rental.

- (J) All short-term rentals shall be offered to only one party of renters at a time and may not be rented (or sub-leased) as separate bedrooms, beds or spaces to separate parties.
- (K) The maximum occupancy of any bedroom in any short-term rental or employee housing shall not be more than two (2) persons and if occupied by one (1) or two (2) adults also may include a child under twelve (12) years of age. The maximum occupancy of any other rental unit shall not exceed any limits applicable under New York or federal law.
- (L) No short-term rental or employee house shall contain dormitory-style sleeping arrangements.
- (M) Subject to the bedroom occupancy limits in (K) above, the maximum occupancy of any dwelling unit to be used as a short-term rental shall be no more than six (6) adult persons and shall in no event exceed a total of eight (8) persons (but excluding any minor children that are under the age of three (3)).
- (N) The owner of any dwelling unit that is being used as a short-term rental shall maintain a log with the actual dates of occupancy for short-term rental purposes, the total number of guests per stay and the rate(s) charged in respect of any such short-term rental for each such stay, but not any personally identifiable information about any tenants. Such records shall be maintained for a three (3) year period and shall be submitted to the Building Inspector by September 30th of each calendar year during which any short-term rental permit is in effect.
- (O) Any owner of a dwelling unit that is being used as a short-term rental shall ensure that there is prominently displayed at all times the contact names and phone numbers of the of the designated responsible contact persons for the rental of such dwelling unit required pursuant to Section 103-17(C) along with a list of the numbers for emergency services in the Village and the Town of Southold and information relating to disposal of garbage, recycling and any applicable Village restrictions relating to noise or parking.
- (P) The owner(s) of any dwelling unit that is the subject of a short-term rental permit shall not post any signs or advertisements identifying the property as a rental on the property.

- (Q) Any owner of a rental unit shall promptly notify the Building Inspector if any information contained in any rental permit application shall change in any material respect prior to the expiration of the applicable rental permit for such rental unit.
- (R) All dwelling units on any property or lot that contains more than one dwelling unit shall be individually clearly marked and identified with a unique identifying number or letter so as to enable the Village to clearly identify any rental unit as distinct from any other dwelling unit on such property or lot.
- (S) The owner(s) of any dwelling unit that is the subject of a rental permit shall maintain the following insurance with insurers licensed to write insurance in the State of New York or procured by a duly licensed excess line broker pursuant to N.Y. Insurance Law §2118 in respect of such dwelling unit: (i) property insurance sufficient to cover replacement or repair of the applicable dwelling unit and the building in which it is located and (ii) general liability insurance with a minimum coverage of \$500,000 per occurrence and \$2,000,000 in the aggregate; *provided* that if such rental is a short-term rental, the liability insurance coverage may be satisfied by insurance maintained by a listing agent that provides equal or greater coverage if the owner lists the rental of such dwelling unit with such listing agent.
- (T) The owner(s) of any rental unit shall ensure that (i) there is at least one functioning smoke detector in each bedroom in such rental unit, (ii) there are functioning smoke detectors and carbon monoxide detectors in compliance with the New York State Uniform Code, and (iii) there is a functioning fire extinguisher in the kitchen and in each other room of the rental unit that has an open flame source.

A failure to comply with any of the foregoing shall be a violation of this chapter and shall be grounds for suspension revocation of any rental permit in accordance with Section 103-14 as well as the penalties contemplated by Section 103-18 and denial of a future rental permit application.

103-17 PENALTIES FOR OFFENSES.

- (A) Any violation of this chapter shall be subject to the following consequences and penalties:
 - (i) subject to any right of appeal pursuant to Section 103-15, suspension or revocation of any applicable rental permit in accordance with Section 103-14;
 - (ii) disqualification from the receipt of any rental permit for a period of three (3) years;
 - (iii) the following civil penalties:

- (a) the first violation of this chapter within an eighteen (18)-month period by any person shall be punishable by a fine of not less than \$500 nor more than \$1500;
 - (b) the second violation of this chapter within an eighteen (18)-month period by any person shall be punishable by a fine of not less than \$1,000 nor more than \$2,500; and
 - (c) the third violation of this chapter within an eighteen (18)-month period by any person shall be punishable by a fine of not less than \$1,500 nor more than \$5,000;
- (iv) criminal penalties in a sum determined by the Village Board of Trustees; and/or
- (v) any other remedy available to the Village of Greenport under local or state law, including enforcement action or criminal prosecution for perjury and fraud.
- (B) Each day that a violation of this chapter exists shall constitute a separate violation of this chapter.
- (C) A violation existing in respect of any dwelling unit under this chapter shall be considered a violation by both the tenant and the owner of such dwelling unit and, at the sole discretion of the Village, either the tenant or the owner or both the tenant and the owner may be charged with and prosecuted for the existence of a violation.
- (D) Additionally, in lieu of imposing the fine authorized by this chapter, in accordance with Penal Law § 80.05(5), the court may sentence any defendant to pay an amount, fixed by the court, not exceeding double the amount of rent collected by an owner over the term of any occupancy in violation of this chapter.

103-18 VILLAGE AUTHORITY TO INSPECT.

- (A) Application for a search warrant. The Building Inspector is authorized to make application to any court of competent jurisdiction for the issuance of a search warrant in order to conduct an inspection of any premises covered by this chapter where the owner or occupant fails or refuses to allow an inspection of any dwelling unit or property, and where there is reasonable cause to believe that a violation of this chapter has occurred. The application for a search warrant shall in all respects comply with the applicable laws of the State of New York.
- (B) Search without warrant restricted. Nothing in this chapter, except for the provisions concerning emergency inspections, shall be deemed to authorize the Building Inspector to conduct an inspection of any premises subject to this chapter without the consent of the owner or occupant of the premises, or without a warrant duly issued by a court of competent jurisdiction.

(C) Emergencies. If, in the judgment of the Building Inspector, an emergency exists as when a condition or hazard is an immediate peril to the public health and safety, or a serious and immediate danger to person or property, he or she may enter any building or structure to inspect and investigate

103-19 SEVERABILITY.

If one or more provisions of this local law or chapter shall be deemed to be unenforceable, the remaining provisions of this local law or chapter shall remain in full force and effect.

Section 3. Amendment to Chapter 150-11.2 of Village Code. Section 150-11.2 of the Village Code is hereby amended to read as follows:

150-11.2. Residential Rentals of Property.

The use of any dwelling unit as a rental unit (as defined in Chapter 103 (Rental Properties)), including as employee housing or as a short-term rental (each as defined in Chapter 103 (Rental Properties)), is prohibited except to the extent expressly permitted pursuant to Chapter 103. Any such use of a dwelling unit requires that such dwelling unit be the subject of a valid rental permit issued under and pursuant to Chapter 103 (Rental Properties).

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 on the Effective Date set forth in the law.

Local Law of 2025

A local law to amend chapter 150, entitled "Zoning", of the Village Code to clarify apartment dwelling units as permitted uses in the CR Retail Commercial District.

Section 1. The prefatory sentence in Section 150-18 of the Village Code is hereby amended to read as follows:

"Except with respect to buildings containing apartment dwelling units in the CR District, which dwelling units are specifically permitted in accordance with §150-9(A)(11), and are subject to bulk regulations set forth in §150-12, multifamily dwellings shall comply with the following standards:"

Section 2. A new definition is added to Section 150-2, to read as follows:

"APARTMENT DWELLING UNIT

A self-contained housing unit within a larger building, containing in such unit living, sleeping, cooking and sanitation facilities, for occupancy by one or more individuals living together.

Section 3. Any local law or provision of the Code of the Village of Greenport in conflict with this local law is hereby repealed to the extent of such conflict, except that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of such local law, ordinance or resolution prior to the effective date of this local law.

Section 4. If any clause, sentence, paragraph, section, article, or part of this local law shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this local law, or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



TO: Candace Hall
Village Clerk
Village of Greenport
236 3rd Street
Greenport, NY 11944 USA

FROM: Garrett Smith
Granicus at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: chall@greenportvillage.org

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PHONE: (631) 477-0248

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 52276797
QUOTE DATE: 01/17/2025
QUOTE EXPIRES: 09/26/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$19,444.01
TOTAL QUOTE: \$19,444.01

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
ONE-TIME FEES					
1	GR-LEG-MCST-OTF-2	IQM2 or Novus Data Migration (Requires scoping) - Legistar - Each Granicus - GOVM-LEG-MCST-OTF	\$8,750.00 OM	1	\$8,750.00
2	GR-PAM-SC-V2-2	Peak - Setup & Configuration Each Granicus - PFS-PS-MA-PAM-SC-V2	\$5,625.00 OM	1	\$5,625.00
3	GR-PAM-ONLINE-2	Peak - Online Training Per Hour Granicus - TRN-TR-MA-PAM-ONLINE	NSP OM	8	\$0.00
4	GR-MA-PEAK-INTAG-SC-2a	Send Agenda (Peak) Set up and Config Each Granicus - PFS-PS-MA-PEAK-INTAG-SC	NSP OM	4	\$0.00
5	PFS-PS-CO-CC-INT-SC-2	govDelivery for Integrations Set Up and Config (Hours to be Scoped) - per hour Granicus - PFS-PS-CO-CC-INT-SC	NSP OM	1	\$0.00
ONE-TIME FEES SUBTOTAL:					\$14,375.00
NEW SUBSCRIPTION FEES					
6	SAS-SE-MA-PAM-2	Peak Agenda Management - Annual Subscription Granicus - SAS-SE-MA-PAM	\$5,069.01 OM	1	\$5,069.01
7	GR-MA-PEAK-INT-2	Send Agenda (Peak) Each - Annual Subscription Granicus - SAS-SE-MA-PEAK-INT	NSP OM	1	\$0.00
8	GR-B-CO-CC-INT-2	govDelivery for Integrations Each - Annual Subscription Granicus - SAS-SB-CO-CC-INT	NSP OM	1	\$0.00
NEW SUBSCRIPTION FEES SUBTOTAL:					\$5,069.00
SUBTOTAL:					\$19,444.00
TOTAL PRICE:					\$19,444.00
TOTAL QUOTE:					\$19,444.00

CONFIDENTIAL

QUOTE DATE: 01/17/2025
QUOTE NO: 52276797

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



**Terminating Subscriptions:
IQM2 - Agenda & Minutes**

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage. Option year pricing does not imply usage can grow beyond your base level.

Granicus Order Form for Greenport Village NY

ORDER DETAILS

Granicus Contact: Desmond Davis
Email: desmond.davis@granicus.com
Order #: Q-398599
Prepared On: 17 Jan 2025

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Billing Term
End Date: 30 Nov 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	Billing Frequency	Quantity/Unit
Peak - Setup & Configuration	Up Front	1 Each
Peak Online Group Training	Upon Delivery	6 Hours
Send Agenda (Peak) Set up and Config	Up Front	4 Each
govDelivery for Integrations Set Up and Config	Up Front	1 Each
IQM2 or Novus Data Migration into Peak (5-Years)	Upon Delivery	1 Each

New Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Peak Agenda Management	Annual	1 Each
Send Agenda (Peak)	Annual	1 Each
govDelivery for Integrations	Annual	1 Each

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	<p>Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system.</p> <p>Group training includes:</p> <ol style="list-style-type: none"> 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call <p>Project Manager will conduct check in's along the way.</p>
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

Solution	Description
IQM2 or Novus Data Migration into Peak (5-Years)	Granicus will migrate 5 years worth of meeting data from IQM2 or Novus into Peak. This meeting data will be added into Media Manager and can be displayed on the clients public facing webpage via iframe code that we provide. Data will not be seen or otherwise usable in Peak. We will be migrating over PDFs of agendas, minutes, and corresponding videos if available. Searchability may be limited at this time but there are plans to improve search capabilities. Please request a Scope of Work for more details.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-398599 dated 17 Jan 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Greenport Village NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.



End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Greenport Village NY ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**

- 2.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

- 2.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

2.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

- 2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

2.2.5.3. Data Obtained through the Granicus Advanced Network

- 2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

- 2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

2.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

2.3. Restrictions. Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 2.3.4.** Client must not use the Services as a door or signpost to another server.
- 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
- 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

2.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

2.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

3. Representations, Warranties and Disclaimers

- 3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Confidential Information

4.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

4.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

4.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

- 4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

5. Term and Termination

- 5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.
- 5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.
- 5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.
- 5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

6. Limitation of Liability

- 6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

- 7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Granicus**By:**

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

Greenport Village NY**By:**

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)