

1 VILLAGE OF GREENPORT

2 COUNTY OF SUFFOLK : STATE OF NEW YORK

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3 BOARD OF TRUSTEES

4 SPECIAL WORK SESSION

5 -----x

6
7 Station One Firehouse

8 Third and South Streets

9 Greenport, New York 11944

10 February 29, 2024

11 6:00 p.m.

12
13 B E F O R E:

14 KEVIN STUESSI - MAYOR

15 MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE

16 PATRICK BRENNAN - TRUSTEE

17 LILY DOUGHERTY-JOHNSON - TRUSTEE

18 JULIA ROBINS - TRUSTEE

19
20 BRIAN STOLAR - VILLAGE ATTORNEY

21 CANDACE HALL - VILLAGE CLERK

22 ADAM BRAUTIGAM - VILLAGE DEPUTY TREASURER

1 (The Meeting was Called to Order at 6 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to open the
3 Thursday, February 29th Special Meeting. May I have
4 a second, please?

5 TRUSTEE PHILLIPS: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye. Motion carried

11 Please stand for the Pledge of Allegiance.

12 (Pledge of Allegiance)

13 MAYOR STUESSI: Please be seated. I will make
14 note, one of our Board Members is not here yet. We
15 do have a quorum. With that, we will go ahead and
16 get started.

17 *We have the Public hearing regarding the*
18 *proposed Local Law 2 for the maximum speed limit in*
19 *non-school zones throughout the Village to 25 miles*
20 *per hour; Public Hearing remains open from*
21 *February 22nd.*

22 Is there anybody from the public that would
23 like to speak in regards to lowering the speed limit
24 from 30 to 25 miles an hour within the Village?

25 MR. LEHMANN: (Raised Hand).

1 MAYOR STUESSI: Yes, please, if you could go to
2 the podium and state your name and address for the
3 record.

4 (Trustee Robins Entered the Meeting)

5 MR. LEHMANN: My name is Robert H. Lehmann, I
6 live at 535 Third Street, Greenport, of course. In
7 relation to the lowering the speed limit to 25, I
8 would recommend we lower it to 20, because anybody
9 who's supposed to do 20 is doing 25. I think 20
10 would be a good number. A lot of your towns, a lot
11 of your villages have 20 and they've had success with
12 it. A well-stationed Southold Policeman here and
13 there once in a while, they'll slow down, I guarantee
14 you, but it's dangerous.

15 And I've got a couple of other matters, as long
16 as I'm up here. Is that okay?

17 MAYOR STUESSI: No. We --

18 MR. LEHMANN: Oh.

19 MAYOR STUESSI: We're only doing the Public
20 Hearing regarding this at the moment.

21 MR. LEHMANN: Okay.

22 MAYOR STUESSI: So you'll be welcome to speak
23 at other moments --

24 MR. LEHMANN: Thank you.

25 MAYOR STUESSI: -- that are appropriate,

1 whether it's the other public hearings or for the
2 open session. Thank you.

3 Brian, can you clarify that we've had the
4 discussion about speed limit, and 25 is the lowest
5 that we can lower it to within the Village, correct,
6 due to State Law?

7 ATTORNEY STOLAR: Correct.

8 MAYOR STUESSI: Yeah.

9 ATTORNEY STOLAR: Yeah.

10 MAYOR STUESSI: There were a couple of
11 exceptions made on the South Fork in Sag Harbor, I'm
12 forgetting the other one, which required a State
13 resolution, as I recall.

14 ATTORNEY STOLAR: Special legislation.

15 MAYOR STUESSI: Yes.

16 ATTORNEY STOLAR: Yeah.

17 MAYOR STUESSI: But I don't disagree with your
18 point. Anybody else want to speak to the matter?

19 (No Response)

20 MAYOR STUESSI: Again, for the knowledge of the
21 public who's here, and then watching, current speed
22 limits throughout the Village is 30 miles an hour, we
23 are proposing lowering it to 25. At some point some
24 several years back the Village lowered it from 30 to
25 25 on Front and Main Streets, but not on the Village

1 streets that we all live on, so we're simply looking
2 to match that.

3 I know we're awaiting a formal reply and study
4 from LKMA. At this point, can we close the Public
5 Hearing, because we've now had it open for several,
6 and await that and hold a vote, or should --

7 ATTORNEY STOLAR: I would keep it open again --

8 MAYOR STUESSI: Okay.

9 ATTORNEY STOLAR: -- only because you have to
10 make a decision within 62 -- 60 days after closing.
11 So we could get close if April comes and we don't
12 have a report in.

13 MAYOR STUESSI: Okay. Any other comment from
14 the Board? Is everybody okay keeping it open?

15 (No Response)

16 MAYOR STUESSI: So I'll make a motion to keep
17 the Public Hearing open until the Work Session in
18 March.

19 TRUSTEE PHILLIPS: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye. Motion carries.

1 With that, we have a *Public Hearing* regarding
2 *the granting of a cable television franchise*
3 *agreement by and between the Village of Greenport and*
4 *CSC Acquisition-NY, Incorporated, commonly known as*
5 *Altice or Optimum. The Public Hearing remains open*
6 *from February 22nd.*

7 Is there anybody here who would like to speak
8 regarding the cable TV franchise? No?

9 (No Response)

10 MAYOR STUESSI: Anybody from the Board? I know
11 there's been a good amount of work on the agreement.
12 We all talked about it at the last meeting. There
13 were some edits that were made in coordination with
14 Village Counsel and the cable company.

15 If there's no questions, I would suggest that
16 we close this Public Hearing, and then we've got a
17 motion later on to adopt. Is everybody okay with
18 that?

19 TRUSTEE PHILLIPS: I'm fine with it.

20 MAYOR STUESSI: Okay. So I'll make a motion to
21 close the Public Hearing in regards to CSC Acquisition.
22 May I have a second?

23 TRUSTEE DOUGHERTY-JOHNSON: Second.

24 MAYOR STUESSI: All in favor?

25 TRUSTEE ROBINS: Aye.

1 TRUSTEE BRENNAN: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE DOUGHERTY-JOHNSON: Aye.

4 MAYOR STUESSI: Aye. Motion carries.

5 *Next item up is a Public Hearing regarding the*
6 *Wetlands Permit Application submitted by Costello*
7 *Marine Contracting, as Agent for the property located*
8 *at 2050 Manhasset Avenue, Greenport, New York 11944,*
9 *Tax Map #1001-3-1-2, to perform work as following:*

10 *Construct a 112' low profile retaining wall.*
11 *Install three rows of 12" coir-logs, 16' in length.*
12 *Plant Cape America Beach Grass 12". Public Hearing*
13 *remains open from February 22nd, 2024.*

14 If you could state your name and --

15 TRUSTEE MARTILOTTA: Jack Costello, on behalf
16 of Saint Agnes and Costello Marine. Just here to
17 answer any questions?

18 MAYOR STUESSI: Yeah. At this point, we don't
19 are the full CAC group opinion yet. Is there anybody
20 from the Board that has any questions at this time?
21 Otherwise, we'll take any public comment.

22 TRUSTEE BRENNAN: I have a question, and maybe
23 it's something you could just clarify for us. So I
24 was looking at the project documents and the
25 drawings, and the narrative describe about 10 cubic

1 yards of backfill, but the Short Environmental
2 Assessment Form states 100 cubic yards of backfill.
3 I just wondered if you could clarify which it is.

4 MR. COSTELLO: It's 10. It was probably just a
5 clerical error.

6 TRUSTEE BRENNAN: Okay. Thank you.

7 MAYOR STUESSI: Anybody else from the Board
8 have any questions?

9 (No Response)

10 MAYOR STUESSI: Okay. Thank you. With that,
11 we'll take any public comments on this, if there's
12 anybody from the public that would like to speak.

13 MR. COSTELLO: So are you guys going to move on
14 this tonight, or is it going to wait for the CAC?

15 MAYOR STUESSI: Well, I think we can make a
16 decision as to whether we close the Public Hearing or
17 not, but we definitely need the CAC opinion before we
18 can vote on it.

19 TRUSTEE ROBINS: You were anxious to get started
20 with is, I understand, because of the continuing
21 erosion, correct?

22 MR. COSTELLO: Yeah. Well, it's getting
23 worse --

24 TRUSTEE ROBINS: Yeah.

25 MR. COSTELLO: -- progressively. It's

1 something that's got a little bit of importance.

2 So, I mean, I just -- the CAC has had plenty of time
3 to --

4 MAYOR STUESSI: But we've had one member who's
5 been out, his wife's been very ill, and then another
6 one who stepped down. So, you know, norm -- this is
7 actually a Special Meeting. Normally this would have
8 been carried over until the March meeting, it
9 wouldn't have been happening this week. With that,
10 Brian, does it make sense to keep it open until we
11 get the CAC --

12 ATTORNEY STOLAR: No. This is not subject to
13 the same 60-day limitation.

14 MAYOR STUESSI: Okay.

15 ATTORNEY STOLAR: So if you've received -- if
16 you received all of the testimony and information
17 that you think is necessary, fine. If you think the
18 CAC report may raise issues that need to be discussed
19 as part of the hearing, then you could keep it open;
20 if not, then you can close it.

21 MAYOR STUESSI: I mean, I don't want to
22 presuppose what comments they might have. I mean, it
23 would be my suggestion we keep it open out of
24 abundance of --

25 TRUSTEE DOUGHERTY-JOHNSON: I mean, if we keep

1 it open --

2 MAYOR STUESSI: -- courtesy to the public.

3 TRUSTEE DOUGHERTY-JOHNSON: If we keep it open,
4 can't we at the next meeting --

5 MAYOR STUESSI: Yeah, yeah, which we've --

6 TRUSTEE DOUGHERTY-JOHNSON: -- close it and
7 vote on it?

8 MAYOR STUESSI: -- we've done before. I'm
9 forgetting which one we did where we --

10 TRUSTEE PHILLIPS: Right.

11 MAYOR STUESSI: -- closed it and voted the same
12 night, so.

13 TRUSTEE DOUGHERTY-JOHNSON: Right.

14 TRUSTEE PHILLIPS: As long as we have the
15 SEQRA and all of that documentation --

16 MAYOR STUESSI: Right, yes.

17 TRUSTEE PHILLIPS: -- in front of us and not
18 the way we did it the last time.

19 ATTORNEY STOLAR: Yeah.

20 MAYOR STUESSI: Okay.

21 TRUSTEE BRENNAN: I think, since we're waiting
22 for the CAC comments, opening or closing the meeting
23 doesn't change the schedule.

24 MAYOR STUESSI: Right, yeah. So we should
25 leave it open --

1 TRUSTEE BRENNAN: We should leave it open.

2 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

3 MAYOR STUESSI: -- for the benefit of the
4 public.

5 TRUSTEE BRENNAN: Yeah.

6 MAYOR STUESSI: Okay. So I'll make a motion to
7 leave the Public Hearing open until the March Work
8 Session. Second?

9 TRUSTEE BRENNAN: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye. All right. Thank you.

16 MR. COSTELLO: Have a good night, guys.

17 MAYOR STUESSI: All right. That is it for
18 Public Hearings.

19 We've got a number of discussion items tonight.
20 The first one is *Proposed updates to Local Law 4 to*
21 *amend Chapter 132, to establish a paid parking*
22 *program and paid parking facilities and zones within*
23 *the Village.*

24 I know there's been additional documentation
25 circulated by Village Counsel on this. I believe it

1 comports with what everybody had discussed and agreed
2 upon. Are there any comments from the Board on this?

3 TRUSTEE PHILLIPS: I just had one question,
4 Brian. In reference to our -- we have in 132-54
5 under the Schedule For Limited Time Parking, is some
6 of the wording in here going to affect that, or it's
7 going to cover all the 30-minute park -- the
8 30-minute parking won't be in the area?

9 ATTORNEY STOLAR: 54, you said 132-54?

10 TRUSTEE PHILLIPS: 132-54, Schedule XVI. We
11 have areas that are 30 minutes, others that are two
12 hours.

13 ATTORNEY STOLAR: Well, what's going to happen,
14 this law is only creating the ability to create the
15 park -- paid parking system.

16 TRUSTEE PHILLIPS: That's what I'm -- okay.

17 ATTORNEY STOLAR: At the point that that is
18 done, you can decide where you want to put those
19 meters -- or not meters, but where you're going to
20 designate as areas for that paid parking. It can be
21 these, it can be others, but you --

22 COURT REPORTER: I'm sorry, Brian. Can you
23 just pull the mic closer?

24 ATTORNEY STOLAR: Yes.

25 TRUSTEE PHILLIPS: It's just you have the

1 exempt -- you have the exemptions down here at 132-67
2 that says, "In the paid parking areas designated by
3 the Board of Trustees, all spaces designated for
4 handicapped parking and spaces designated for limited
5 (30 minute or less) parking shall be exempt under the
6 provision of this Article." That's the only reason
7 why I'm asking it.

8 ATTORNEY STOLAR: Then that stays.

9 TRUSTEE PHILLIPS: That stays? Okay.

10 ATTORNEY STOLAR: If that's, if that's a
11 specific exemption that you're keeping in, that
12 stays. The 30-minute parking will not be subject to
13 the metered parking requirement.

14 TRUSTEE PHILLIPS: Okay. That's what I wanted
15 to clear on it. Okay.

16 MAYOR STUESSI: Any other questions from the
17 Board before we move on to the next item?

18 TRUSTEE DOUGHERTY-JOHNSON: I just have a
19 question. Like are we going to have to have another
20 law saying -- specifying this, or is the specifics of
21 this just something that the -- we're going do?
22 You know what I'm saying?

23 MAYOR STUESSI: No, that's a policy decision.

24 TRUSTEE DOUGHERTY-JOHNSON: That's a policy,
25 okay, right.

1 MAYOR STUESSI: Right.

2 ATTORNEY STOLAR: Yeah. With this, is it's an
3 enabling law --

4 TRUSTEE DOUGHERTY-JOHNSON: Right, okay.
5 That's no problem.

6 ATTORNEY STOLAR: -- that allows you to later
7 decide where you want to make, make it happen.

8 TRUSTEE DOUGHERTY-JOHNSON: Gotcha.

9 TRUSTEE PHILLIPS: Well, I think, just to get
10 clarified, is when we did have paid parking, it was
11 abolished years ago and taken out of the code. We
12 need to put this back in the code to have it.

13 ATTORNEY STOLAR: Correct.

14 TRUSTEE PHILLIPS: That's what this is for.

15 MAYOR STUESSI: And then we have full
16 flexibility --

17 TRUSTEE PHILLIPS: Flexibility.

18 MAYOR STUESSI: -- to do it as we see fit.

19 TRUSTEE DOUGHERTY-JOHNSON: Right. Okay.

20 TRUSTEE PHILLIPS: Yeah.

21 TRUSTEE DOUGHERTY-JOHNSON: That's what I just
22 wanted to confirm.

23 MAYOR STUESSI: All right. So let's move on to
24 the next item, which is *Proposed updates to Local Law*
25 *Chapter 88, entitled "Noise" of the Greenport Village*

1 Code.

2 You know, we have revised language from Village
3 Attorney on that. I believe we're in a position that
4 we should be able to schedule the Public Hearing on
5 it at a later point during this meeting. Were there
6 any questions in regards to this from anybody?

7 TRUSTEE PHILLIPS: Yeah. I have a problem with
8 88-6(M). I understand that it's stating certain
9 areas in the Waterfront Commercial, but setting hours
10 of 7 a.m. to 6 p.m. And I don't usually try to draw
11 an example of my own properties, but in this case we
12 have fish trucks that come in after 7 o'clock,
13 especially in the summertime, because that's the best
14 way to handle the fish, so it's not -- you know, the
15 reefer trucks don't have to -- be in a better
16 position not being out in the sunlight, or whatever.
17 Sometimes we pack boats at 7 o'clock, 8 o'clock at
18 night. I know a lot of people don't realize the
19 that's going on, because we try very consciously to
20 make sure that we're not too noisy, but I'm
21 uncomfortable with this time frame being in here.

22 I don't have a problem with the rest of it. I
23 just am not comfortable with this 7 a.m. to 6 p.m.,
24 because it's going to stop us from, in my mind --
25 and, Brian, maybe I'm wrong, but I think it's going

1 to stop us from operating after 6 o'clock.

2 ATTORNEY STOLAR: It takes out the exemption
3 that's provided in M. It doesn't mean you stop
4 operating. If you're otherwise compliant with the
5 noise law, you can operate. That being said, if it's
6 something that makes --

7 TRUSTEE PHILLIPS: Well, I think --

8 ATTORNEY STOLAR: -- makes sense to deal with,
9 because other uses -- you know, there are
10 water-dependent uses that continue to that time of
11 the evening, you have to weigh that against other
12 sounds that may come from, from that area.

13 TRUSTEE PHILLIPS: Well, for discussion, we
14 have other controls put in, and I do mean controls
15 put in as far as the entertainment permit with
16 restrict times, correct?

17 ATTORNEY STOLAR: Correct.

18 TRUSTEE PHILLIPS: So that would supersede this
19 anyway, correct? Because they're going later at
20 night than we would be. The entertainment permit --

21 ATTORNEY STOLAR: But the entertainment permit
22 is still -- you're still subject to the noise law
23 even with an entertainment permit, it doesn't get you
24 out of it.

25 TRUSTEE PHILLIPS: Right, I -- no, I understand

1 that, but the time frame is different

2 ATTORNEY STOLAR: Correct.

3 TRUSTEE PHILLIPS: Right.

4 ATTORNEY STOLAR: And this is -- I understand
5 when we added this in this was intended to cover
6 what's going on during the day. If the day is
7 8 o'clock and not 6 o'clock, that's, that's --

8 TRUSTEE PHILLIPS: I'm sorry, fishing industry
9 goes 4 a.m., 3 a.m. until 9, 10, 11 o'clock at night.
10 I'm sorry, that's how we do our business, that's the
11 reason why I'm raising it.

12 ATTORNEY STOLAR: Right. So --

13 TRUSTEE PHILLIPS: And I understand where
14 Patrick's coming from during the daytime, because,
15 yes, sometimes it is that way. But it's the nature
16 of the beast of what the industries are, so that's
17 why I'm questioning it.

18 TRUSTEE BRENNAN: One suggestion would be to
19 just remove the reference to time at all, right,
20 Trustee?

21 TRUSTEE PHILLIPS: Well, that's -- yeah.

22 TRUSTEE BRENNAN: Could you just take it out?

23 TRUSTEE PHILLIPS: Take it out, yeah.

24 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

25 MAYOR STUESSI: I'm comfortable with that. I

1 think the language works if we simply remove the
2 time.

3 TRUSTEE DOUGHERTY-JOHNSON: I think that's fine.

4 MAYOR STUESSI: Julia?

5 TRUSTEE ROBINS: That language works for me,
6 that's fine.

7 ATTORNEY STOLAR: If you do that, I would
8 recommend defining water dependent uses.

9 TRUSTEE PHILLIPS: Well, isn't he doing that?

10 TRUSTEE BRENNAN: Well, they're listed --

11 TRUSTEE PHILLIPS: They're listed.

12 TRUSTEE BRENNAN: -- three or four.

13 ATTORNEY STOLAR: Oh, he did that. I'm sorry,
14 that is defined. Let me just -- let me -- give me a
15 second.

16 MAYOR STUESSI: Okay.

17 TRUSTEE PHILLIPS: Okay.

18 MAYOR STUESSI: Did you have anything else?

19 TRUSTEE PHILLIPS: I think we had a
20 conversation on this. I need a clarification on --
21 hold on one second. Within the leaf blowers, there's
22 powered by a generator, offsite electrical conduit or
23 vehicle is prohibited at all times. I am not quite
24 sure. I'm assuming that you're talking about
25 electric leaf blowers that are going to be generated

1 by this, or are you talking about -- because you say
2 gas leaf blowers or a leaf blower powered by a
3 generator. I'm assuming you're talking about
4 electric, electric leaf blowers, correct? How are --
5 how are you going to --

6 MAYOR STUESSI: Let's --

7 TRUSTEE PHILLIPS: Okay.

8 MAYOR STUESSI: Let's let him answer the other
9 question first. Aren't we covered in there with
10 water dependent uses through the code language?

11 ATTORNEY STOLAR: Yeah, the four items that are
12 identified are businesses principally engaged in the
13 marine industry or manufacturing of marine related
14 products, fish, shellfish and/or aquatic plant
15 processing plants, retail and wholesale of seafood
16 products or aquatic plant products, and retail fuel
17 storage and sales solely for boats. It sounds to me
18 like you're covered. Yeah, so if we eliminate the
19 time frame --

20 TRUSTEE PHILLIPS: Okay.

21 ATTORNEY STOLAR: -- we'll just do that.

22 TRUSTEE PHILLIPS: Okay.

23 ATTORNEY STOLAR: You'll be covered doing that,
24 doing it that way.

25 MAYOR STUESSI: Yeah.

1 TRUSTEE PHILLIPS: Okay.

2 MAYOR STUESSI: All right. So can you give
3 Brian the reference point number so he can pull it up
4 and answer your question?

5 TRUSTEE PHILLIPS: On -- here we are, Brian.
6 Can I give a page number instead? 88-5.

7 ATTORNEY STOLAR: Uh-huh.

8 TRUSTEE PHILLIPS: Then go to 88-5(B), (B)(N).

9 TRUSTEE ROBINS: (N).

10 TRUSTEE PHILLIPS: (N)?

11 TRUSTEE ROBINS: I think you're talking about,
12 capital N?

13 TRUSTEE PHILLIPS: Page 10.

14 TRUSTEE ROBINS: Yeah, it's Page 10.

15 ATTORNEY STOLAR: I have it.

16 TRUSTEE PHILLIPS: Okay.

17 ATTORNEY STOLAR: What's the question?

18 TRUSTEE PHILLIPS: Well, I have a power
19 inverter in my truck, and most -- you know, most of
20 the trucks that come these days, pickup trucks,
21 especially those, they have power inverters. So
22 you're -- you know, and I know we have no idling, but
23 how, how are these people supposed to charge these
24 batteries to do the electric leaf blowers?

25 MAYOR STUESSI: A battery charger, how it's

1 done everywhere else. They're not, they're not
2 plugging them into trucks or generators.

3 ATTORNEY STOLAR: And we're talking about the
4 use of. They're not using it at that point, they're
5 only charging it, right?

6 TRUSTEE ROBINS: It -- the way it's written
7 doesn't make any sense to me, Brian, to be honest
8 with you. You said that leaf blowers powered by a
9 generator, offsite electrical conduit or vehicle may
10 be used, and then you give the times, but how is a
11 leaf blower powered by a generator? Is it plugged in
12 with an extension cord, is that what you're talking
13 about?

14 MAYOR STUESSI: The whole point in the last
15 meeting, Lily expressed concern about people bringing
16 a separate generator that is utilized to potentially
17 power a device, so there wouldn't be a generator
18 running, that was a concern.

19 TRUSTEE ROBINS: Okay. To me, that doesn't
20 bother me, I think it's wrong. I think you're
21 opening up another can of worms. You're targeting
22 another piece of equipment that's being used by
23 people that are trying to make a living, and I think
24 it doesn't -- I don't like the language.

25 And you do have a little grammatical error in

1 here as well. You refer to a conduit, and then the
2 second time you refer to a conduct, so that's just a
3 scrivener error. But the concept doesn't work for
4 me, I'm sorry.

5 TRUSTEE PHILLIPS: Well, my concern is that the
6 electric leaf blower operates on a battery. I don't
7 think we have electric leaf blowers that have
8 extension cords attached to it.

9 TRUSTEE BRENNAN: Yes.

10 MAYOR STUESSI: Yep.

11 TRUSTEE BRENNAN: There are.

12 TRUSTEE PHILLIPS: They do?

13 TRUSTEE BRENNAN: Yeah.

14 MAYOR STUESSI: Yeah.

15 TRUSTEE ROBINS: They exist.

16 TRUSTEE BRENNAN: Yeah.

17 TRUSTEE ROBINS: But I can't imagine, you know,
18 like professional contractors coming around with 100,
19 150-foot cords trying to operate a leaf blower, so.

20 TRUSTEE DOUGHERTY-JOHNSON: I think the idea is
21 just that if we're trying to eliminate noise and also
22 people using gas-powered equipment as much as
23 happens --

24 TRUSTEE ROBINS: Well, people have to use
25 generators for lots of things. Contractors --

1 TRUSTEE DOUGHERTY-JOHNSON: Right, but this
2 isn't to not use generators ever, it's just to say we
3 don't want people just bringing generators, using
4 gas, and making more noise to power electric leaf
5 blowers, and then that be allowed.

6 TRUSTEE BRENNAN: So I think there's a concern
7 here that if we -- we don't want the prohibition on
8 generators to bleed over into like the construction
9 industry. So like someone's building a house,
10 they're running air compressors, they're running
11 generators if they don't have power. So --

12 MAYOR STUESSI: It's not what it says.

13 TRUSTEE BRENNAN: Right. So if this --

14 MAYOR STUESSI: It's specific to the leaf
15 blowers.

16 TRUSTEE BRENNAN: If this is narrow enough that
17 it's just speaking to the leaf blower instance, I'm
18 okay with that.

19 TRUSTEE PHILLIPS: But --

20 TRUSTEE BRENNAN: And I don't want it expanding
21 out into other industries. So we're talking about
22 trying to prohibit the -- you know, ban the noise, or
23 mitigate the noise of gas leaf blowers. I am not
24 trying to stop other industries and contractors and
25 stuff from using noisy tools, that's just part of

1 construction, I think

2 MAYOR STUESSI: Yeah. And I'm completely
3 comfortable, to your point, with the language that's
4 in there, allowing contractors to do contracting
5 work, marine, you know, uses --

6 TRUSTEE PHILLIPS: Oh, okay.

7 MAYOR STUESSI: -- to do marine work. This was
8 specifically tied to the leaf blower issue, as the
9 Board discussed at our last meeting.

10 TRUSTEE PHILLIPS: But is it the leaf blower
11 issue in dealing with landscaping, or is it the
12 leaf blowers that other industries use to deal within
13 their businesses? That's my question. That's where
14 the generator --

15 MAYOR STUESSI: What else would you use a
16 leaf blower for other than landscaping?

17 TRUSTEE PHILLIPS: Oh, okay. Shall we go down
18 what we use? Okay.

19 TRUSTEE BRENNAN: So as a -- like a roofer, a
20 roofer would use a leaf blower to clear off the roof
21 before they lay down like a membrane.

22 TRUSTEE PHILLIPS: When we, when we have a
23 parking lot full of fish line and we -- or porgy
24 scales, let's take porgy scales, okay? We take the
25 leaf blower and we blow them all into a bunch, so

1 that we can sweep it up and put it in the dumpster
2 and not dump it overboard.

3 I mean, the wintertime, I've seen many of our
4 neighbors take their snow blowers and then they go
5 back with the leaf blower and blow the sidewalks so
6 that they can get the ice not to build up. I mean,
7 I've seen leaf blowers used in other industries other
8 than landscaping. That's why I need to make sure
9 that it just says landscaping, somehow. Brian, do
10 you understand what I'm saying?

11 ATTORNEY STOLAR: I do. I mean, you know, what
12 I've seen it used in is someone's having a party in
13 their backyard and there are puddles on the patio and
14 they get rid of it that way, bring it out to a
15 baseball field to get rid of the water, those kinds
16 of things.

17 But the only thing, you know, this, the way I
18 wrote it was based on comments, and that is that
19 adding a prohibition against leaf blower usage by
20 using these secondary sources, using a generator,
21 using a vehicle to power what you're doing, or using
22 someone else's power from offsite, bringing a cord to
23 some other property, rather than using your own.

24 What it does permit is using a cord on your own
25 property, connecting to an electrical conduit, or a

1 battery-powered machine, leaf blower. It's called
2 leaf blower because that's the industry name for it,
3 but that's all it applies to right now, it doesn't
4 apply to any other piece of equipment.

5 TRUSTEE PHILLIPS: And this, if -- my
6 understanding, this is for everyone, and whether it
7 was commercial or residential, correct?

8 ATTORNEY STOLAR: That's correct.

9 TRUSTEE PHILLIPS: Okay.

10 MAYOR STUESSI: I'm comfortable on the language
11 on this. Patrick?

12 TRUSTEE BRENNAN: Yeah, I think the prohibition
13 on the generators is limited to leaf blowers. I
14 think that if other industries are going to be using
15 leaf blowers, like a roofer or a fish processor, they
16 could change to electric. I mean, they could also
17 transition from gas equipment to electric, and then
18 they're not --

19 TRUSTEE PHILLIPS: No, I'm not, I'm not worried
20 about -- I mean, electric, I don't have a problem
21 with that, okay?

22 TRUSTEE BRENNAN: Okay.

23 TRUSTEE PHILLIPS: I just -- I'm just a little
24 bit concerned that this is going to spread beyond
25 just landscaping, okay?

1 TRUSTEE BRENNAN: I hear you, I hear you.
2 Yeah, you don't want it to creep out into other
3 industries.

4 TRUSTEE PHILLIPS: Right. But I'm only one
5 vote, so.

6 MAYOR STUESSI: I mean, the way it's written, I
7 don't have fear of that becoming an issue.

8 ATTORNEY STOLAR: Just we define in this, in
9 the same chapter, we define gas-powered leaf blower
10 as a portable, handheld, or backpack style power
11 equipment that is powered by fuel and used in any
12 landscape maintenance, construction, property repair
13 or property maintenance. So, basically, it covers
14 everything, it's not limited to landscaping.

15 TRUSTEE PHILLIPS: Just leaf blowers -- I mean,
16 to landscaping, correct?

17 ATTORNEY STOLAR: (Nodded yes). If you want to
18 change it --

19 TRUSTEE PHILLIPS: Change the definition?

20 ATTORNEY STOLAR: -- we could change it at that
21 point in the definition and eliminate anything after
22 landscape maintenance.

23 TRUSTEE PHILLIPS: You're on Page 2, correct?

24 ATTORNEY STOLAR: Yes, but it -- there's a --
25 that's why you keep reading. The next part of it

1 says for the -- "Used for the purpose of blowing,
2 moving, removing, dispersing, etcetera, leaves, dust,
3 dirt, grass clippings, cuttings and trimmings from
4 trees and shrubs," and then it adds, "And any other
5 type of litter or debris." So by adding that last
6 catchall, that could be just about everything. And
7 if you don't have that litter or debris provision,
8 you're not going to catch everything with regard to
9 landscaping, but you're also going to eliminate
10 other, other uses, the one that the Deputy Mayor is
11 talking about specifically.

12 TRUSTEE PHILLIPS: So do we need to rewrite the
13 definition for gas-powered leaf blowers, is that --
14 you're suggesting that? I mean, we don't even have
15 a -- you know, and now that I'm looking at it, we
16 don't have a definition for an electric leaf blower
17 either.

18 ATTORNEY STOLAR: For leaf blower, correct.

19 TRUSTEE DOUGHERTY-JOHNSON: I'm just not sure.
20 I mean, to me, saying let's eliminate gas-powered
21 leaf blowers for landscaping, but not eliminate them
22 for whatever these other uses are doesn't make a lot
23 of sense. It doesn't eliminate the noise, it doesn't
24 eliminate the environmental problems. I understand
25 what you're saying about generators, and I agree with

1 that, but I don't think saying you can't use it for
2 landscaping, but you can use it to dry a puddle
3 doesn't, doesn't make sense to me.

4 TRUSTEE BRENNAN: So I think if we kind of
5 break it down a little bit, if we were talking about
6 the instance of a resident using a leaf blower to
7 blow snow off their sidewalk, that seems to be a case
8 where that person can change their equipment to
9 electric, right? So if they have leaf blower at
10 home, they're not going to be using a gas leaf blower
11 anymore.

12 MAYOR STUESSI: Right.

13 TRUSTEE BRENNAN: So they'll have a battery-powered
14 one or a corded one. So when they're out and they
15 want to the move the snow off the sidewalk, they'll
16 be in compliance, provided they're using their
17 electric equipment, right?

18 MAYOR STUESSI: Yes, correct.

19 TRUSTEE BRENNAN: And then as far as some other
20 industries, like in the construction business, so,
21 again, roofers use leaf blowers to blow the sawdust
22 off the roof before they lay down a membrane. I
23 think in that instance they could also be using
24 electric equipment, because it's not a -- it's
25 usually not a question of having the highest powered

1 device. So if you're working on a roof or on a
2 ladder, you can usually make do with a smaller
3 handheld device. So in the instance of house
4 construction, I don't see this being a hardship.

5 TRUSTEE PHILLIPS: I'm just bringing it --

6 TRUSTEE BRENNAN: Yeah.

7 TRUSTEE PHILLIPS: -- because, as I'm saying,
8 it --

9 TRUSTEE BRENNAN: Yeah.

10 TRUSTEE PHILLIPS: So perhaps we need to have
11 clarification as to electric leaf blowers as well in
12 here? Because, you know, we're not mentioning
13 electric, we're just saying it's powered -- you know,
14 we don't have a definition for it.

15 ATTORNEY STOLAR: Yeah. We can add a
16 definition of leaf blower --

17 TRUSTEE PHILLIPS: Right.

18 ATTORNEY STOLAR: -- and take out after the
19 word "equipment" and before the word "used". So take
20 out, "That is powered by fuel and," take out that
21 phrase, and then you have the same --

22 MAYOR STUESSI: Are we gaining anything by
23 doing that?

24 ATTORNEY STOLAR: You're, you're clarifying
25 what leaf blower is. I -- not much, no. I think a

1 leaf blower is obvious, but this, this gives,
2 you know --

3 MAYOR STUESSI: My hope was we were going to
4 get this done tonight --

5 ATTORNEY STOLAR: And you still can.

6 MAYOR STUESSI: -- so we could schedule a
7 Public Hearing.

8 ATTORNEY STOLAR: With the two, if we're just
9 doing the two changes we're talking about, they're
10 simple.

11 MAYOR STUESSI: Uh-huh.

12 ATTORNEY STOLAR: You know, I've made the
13 changes in the draft law.

14 MAYOR STUESSI: So we can maybe add it subject
15 to --

16 TRUSTEE PHILLIPS: Right, because we haven't --
17 first of all, we have to schedule the Public Hearing,
18 and this still has to go out for notice. As long as
19 it hasn't gone out to notice, it could be changed,
20 correct?

21 ATTORNEY STOLAR: It should be done before you
22 schedule it for a Public Hearing.

23 TRUSTEE PHILLIPS: Okay.

24 ATTORNEY STOLAR: But that's fine. I'll email
25 it to everybody right now, you'll all have it. It

1 will be on your desks as we permit by email and
2 that's, that's enough.

3 TRUSTEE PHILLIPS: Okay.

4 ATTORNEY STOLAR: So what I've done so far is
5 in 88-6(M), I've eliminated the time period from
6 7 a.m. to 6 p.m., and I've added a definition of
7 leaf blower.

8 MAYOR STUESSI: I'm good with that. Anybody
9 else have any other issues? Julia?

10 TRUSTEE ROBINS: No. I made a comment on this,
11 I'm opposed to it as well.

12 MAYOR STUESSI: Lily?

13 TRUSTEE DOUGHERTY-JOHNSON: No.

14 MAYOR STUESSI: Mary Bess

15 TRUSTEE PHILLIPS: Okay, I'm fine.

16 MAYOR STUESSI: Okay. Next item up is the
17 *Proposed updates to Local Law Chapter 44 - Assemblies*
18 *and Chapter 101 - Recreation Areas and Beaches of the*
19 *Greenport Village Code.*

20 TRUSTEE DOUGHERTY-JOHNSON: I do have a
21 question that I forgot to bring up last time, which
22 was we're maybe going to look at insurance issues
23 around the no swimming, or other municipalities, how
24 they dealt with that? I still sort of have an issue
25 with the banning of swimming and wading anywhere

1 except for where the lifeguard is, but that's -- it
2 may just be me. But I just wanted to bring it up in
3 case we have any other -- I know that was what we had
4 talked about the first time, we were going to look at
5 like insurance issues, or how the South Fork has,
6 you know, "Swim At Your Own Risk" as far as --

7 MAYOR STUESSI: Yeah, it's a "Swim At Your Own
8 Risk" without -- you know, no lifeguard on duty.

9 TRUSTEE DOUGHERTY-JOHNSON: Right. But if we
10 have in the code you're not allowed to swim here --

11 MAYOR STUESSI: Uh-huh.

12 TRUSTEE DOUGHERTY-JOHNSON: -- isn't that a --
13 I mean, am I going to get ticketed if I swim at
14 Widow's Hole?

15 TRUSTEE PHILLIPS: Well, doesn't that --
16 Brian --

17 MAYOR STUESSI: I'm going to write the ticket
18 myself.

19 (Laughter)

20 TRUSTEE PHILLIPS: Let's, let's talk about
21 insurance, Brian. If we did not have this in the
22 code, then our insurance company, our insurance
23 company would want something like this in to cover us
24 when they do say "Swim At Your Own Risk", or does
25 "Swim At Your Own Risk" need to be written in here

1 somewhere?

2 ATTORNEY STOLAR: If you have what can be
3 considered an attractive nuisance at your beach,
4 specifically an area open to the public, specifically
5 to the public as a beach, I believe it to be
6 advisable to include the "Swim At Your Own Risk". I
7 would defer to the insurance company as to their
8 requirement to require that kind of a sign, but it
9 doesn't hurt to put it in a place where you know
10 you're opening it up to the public and advising them
11 that there is no -- essentially, that no lifeguards
12 are there for their protection.

13 TRUSTEE PHILLIPS: Well, I think that's what
14 the whole -- because our permit for down at the end
15 of Fifth Street Beach is for a certain area covered
16 for a certain number of lifeguards. If we expand the
17 area, then we have to have more lifeguards. I
18 believe that's how it goes.

19 ATTORNEY STOLAR: If you expand where you
20 have --

21 TRUSTEE PHILLIPS: The roped-in area.

22 ATTORNEY STOLAR: Yes, you have to -- you know,
23 it's considered an ocean beach, and you have -- there
24 are certain requirement that the County enforces as
25 to how many lifeguards you have to have and other

1 regulations, yeah.

2 TRUSTEE PHILLIPS: Right, because we have to
3 get a permit to be there.

4 ATTORNEY STOLAR: Yep.

5 TRUSTEE PHILLIPS: Okay.

6 TRUSTEE DOUGHERTY-JOHNSON: I think how it is,
7 I mean, I don't think there's anything in the code
8 now, am I wrong, that says no swimming? I didn't
9 see it.

10 MAYOR STUESSI: No, I don't recall seeing
11 anything either.

12 TRUSTEE BRENNAN: Wouldn't -- from a liability
13 standpoint, would it make sense to use language
14 that's consistent with other municipalities, like
15 with Southold, so that we're not doing something
16 different here, like "Swim At Your Own Risk"?

17 TRUSTEE PHILLIPS: I -- to be honest with you,
18 I think this is -- where Tricia got this, is from the
19 Town of Southold's code, I think.

20 TRUSTEE BRENNAN: It says, it says, "No
21 Swimming"?

22 TRUSTEE PHILLIPS: I think that's what it says,
23 but I would have to go back and check.

24 TRUSTEE ROBINS: You're talking at the Town
25 beach, basically?

1 TRUSTEE PHILLIPS: Yeah, the Town beach. Yeah,
2 I'd have to go back and check.

3 TRUSTEE BRENNAN: I guess my point is I don't
4 think we should deviate too far from whatever
5 standard protocol is for beaches --

6 MAYOR STUESSI: Uh-huh.

7 TRUSTEE BRENNAN: -- or anything, because the
8 liability is similar for all municipalities. And I
9 think we should avoid creating something that's too
10 much of a departure from what's used elsewhere if we
11 have a greater risk of doing that.

12 MAYOR STUESSI: Okay. We could take a look
13 at it. Any other items in this? And we can do the
14 research on that and get it updated and circulated to
15 the Board.

16 TRUSTEE BRENNAN: There was a discussion,
17 I think, at the last meeting about whether dogs could
18 be off the leash on the beach, and I think Trustee
19 Lily was talking about that. And I believe the way
20 Town of Southold handles it is that if the lifeguard
21 is on duty, the dog must be on the leash, but when
22 the lifeguard's not on duty, the dog can swim without
23 a leash or be on the beach.

24 TRUSTEE PHILLIPS: But I do believe that we did
25 request from Paul and Candace to check with the

1 Village insurance company as to what NYMIR was --

2 MAYOR STUESSI: That's -- I'm --

3 CLERK HALL: That's still ongoing.

4 MAYOR STUESSI: Yeah.

5 TRUSTEE PHILLIPS: That's still ongoing?

6 MAYOR STUESSI: We're dealing with that.

7 TRUSTEE PHILLIPS: Okay. Well, then I think we
8 need to --

9 MAYOR STUESSI: But that -- yeah, the rules,
10 I'm not sure about Southold, but I know on the
11 South Fork that there are times, you know, when the
12 lifeguard isn't there that you're able to run your
13 dog on the beach without a leash.

14 TRUSTEE ROBINS: We have a sign right now at
15 our beaches that said "No Dogs Allowed On The Beach"
16 in the Village.

17 MAYOR STUESSI: Yeah. Well, we're talking
18 about the code that we're looking at implementing
19 here, because, you know, currently in the Village
20 code, there's no leash requirement in the entirety of
21 the Village, except in certain park circumstances,
22 like --

23 TRUSTEE ROBINS: Okay. And I'm totally opposed
24 to that. I think dogs should be on a leash, and I
25 consulted a few experts on it as well.

1 MAYOR STUESSI: I'm just, I'm just talking
2 about what our current code states.

3 TRUSTEE ROBINS: Right, understood.

4 MAYOR STUESSI: Yeah.

5 TRUSTEE ROBINS: And we're going to change the
6 code, correct?

7 MAYOR STUESSI: Pardon me?

8 TRUSTEE ROBINS: We're talking about changing
9 the code?

10 MAYOR STUESSI: Yes.

11 TRUSTEE ROBINS: Okay, okay.

12 TRUSTEE BRENNAN: And what is -- and are -- we
13 have a sign at the beach that says what?

14 TRUSTEE ROBINS: Both beaches. The Fifth
15 Street Beach says it, and even at the end of Fourth
16 Street says, "No Dogs Allowed On The Beach".

17 TRUSTEE BRENNAN: Period.

18 TRUSTEE ROBINS: Period, yeah. I just want
19 to --

20 MAYOR STUESSI: Which isn't in the code.

21 TRUSTEE ROBINS: No, but it says it, you know,
22 so I'm -- that's --

23 MAYOR STUESSI: Right, but that's not, that's
24 not -- leashes are not, it's just there's a sign
25 saying they're prohibited, but it's not in the code,

1 is what I'm saying.

2 TRUSTEE ROBINS: Okay. So, but now we can put
3 it in the code, that's our option.

4 MAYOR STUESSI: Well, I think the question is
5 there's a difference between allowing a dog on the
6 beach with a leash or without a leash, or not
7 allowing them at all.

8 TRUSTEE ROBINS: Oh, okay. All right. Well,
9 yeah, I mean, then I'm just saying, you know --

10 MAYOR STUESSI: But it's -- I'm just trying to
11 make a difference between them.

12 TRUSTEE ROBINS: And people I've consulted said
13 dogs should be on a leash at all times in public
14 places for the safety of the public, because they're
15 animals and you don't know, you can't predict their
16 behavior. Even if they're really good dogs,
17 something can set them off, so.

18 TRUSTEE DOUGHERTY-JOHNSON: We have had that
19 since the 1980s out here, and I don't know if we've
20 had a lot of lawsuits or a lot of issues. So that's
21 just where I'm coming from, because I know a lot of
22 people do use areas with their dogs off leash.

23 TRUSTEE PHILLIPS: I'm -- I --

24 TRUSTEE DOUGHERTY-JOHNSON: But I've already
25 said all my piece about that, so I'll stop.

1 TRUSTEE ROBINS: Well, I think a conversation
2 we need to have is about building a dog run over at
3 Moore's Lane. I think that's what a lot of people
4 are telling me that have reached out to me now and
5 said, you know, wanted to make a dog run. You know,
6 there's one in Peconic, there's nothing out here. We
7 talked about it three or four years ago, it never
8 happened. But I think now, you know, maybe the
9 public is asking for it, so maybe we should look into
10 it. I'm actually getting some information from
11 Kim Loper about that, as a matter of fact. She's
12 going to --

13 MAYOR STUESSI: What information came from
14 Kim Loper?

15 TRUSTEE ROBINS: About dog runs and how they're
16 designed, and things like that.

17 MAYOR STUESSI: Okay.

18 TRUSTEE ROBINS: Dogs need a place to run
19 around, but, you know, we have to consider the
20 welfare of the public, you know.

21 MAYOR STUESSI: All right. So why don't, as I
22 suggested a moment ago, I get some compare -- we get
23 some comparisons from other local towns immediately
24 adjacent to us and then the ones on the South Fork,
25 and we'll circulate it to the Board to take a look at

1 of the different issues we're talking about as it
2 relates to a potential dog run. We can take a look
3 at that as part of budgeting.

4 And I think we need to look at an overall plan
5 for the polo grounds, because there's, you know,
6 other maintenance issues there that need to be taken
7 care of that haven't been, and I've heard other
8 things that the public would like, like a soccer
9 field by example. So maybe we can schedule. I think
10 it's a good idea to talk more about the polo grounds.
11 We can schedule something in one of our upcoming Work
12 Sessions.

13 TRUSTEE ROBINS: That would be great.

14 MAYOR STUESSI: Any other items in regards to
15 recreation areas and beaches with anybody?

16 TRUSTEE BRENNAN: I think my understanding,
17 from an email I saw earlier, is that the parking
18 considerations are going to be handled in parking.

19 MAYOR STUESSI: Separately, right.

20 TRUSTEE PHILLIPS: Yeah.

21 TRUSTEE BRENNAN: Right.

22 MAYOR STUESSI: Which I think make a lot of
23 sense.

24 TRUSTEE BRENNAN: Makes sense.

25 MAYOR STUESSI: Yeah. I think all of this is

1 going to end up helping the parking issues and,
2 you know, fees, etcetera, by having them all
3 separate, so that we can have policies that are dealt
4 with outside the code.

5 TRUSTEE PHILLIPS: Yeah.

6 MAYOR STUESSI: All right. Next, I --

7 TRUSTEE PHILLIPS: Mass Assembly?

8 MAYOR STUESSI: Oh, I'm sorry, I thought we
9 were talking about both of them. Is there anything?

10 TRUSTEE PHILLIPS: Oh, no. Okay. I don't
11 think there was, but hold on just a second. No, I
12 don't think.

13 MAYOR STUESSI: Okay. So the next item up is
14 *"Housing People Can Afford"*, code changes on ADU and
15 residential zoning. We had a meeting with the
16 community several weeks back, had some tremendous
17 feedback, had about 75 people here looking at
18 potentially increasing housing ability within the
19 Commercial District, looking at it within the
20 residential neighborhoods. And, obviously, the Board
21 had passed a resolution supporting the creation of
22 affordable housing within the community back in
23 November, which I'm very happy to say we were the
24 very first one on Eastern Long Island to do so.

25 With that, the Code Committee has been doing a

1 significant amount of work on looking at these items.
2 And if Mary Bess could share with the Board where the
3 Code Committee is. I know there's been sort of a
4 eye-level discussion, and, you know, bring us up to
5 date.

6 TRUSTEE PHILLIPS: Well, as you know, the Code
7 Committee was waiting to -- not waiting, but we had
8 started work on discussing housing in the residential
9 areas on some of the topics that have been covered
10 from the original vision statement and what was done
11 with Pace.

12 But, in the meantime, of course, as you know,
13 we came strongly out in favor that we need to deal
14 with short-term rentals before we move on to any type
15 of residential housing situations, because we did not
16 want to create, let's say, an accessory dwelling unit
17 and then all of a sudden it turned into an Airb -- a
18 short-term rental facility. So that's one thing I do
19 believe that we have on the agenda tonight, is to
20 kind of review some changes to the short-term
21 rentals.

22 Some of the key changes that we came up with
23 is -- the first one is in reference to the
24 residential zones, we kind of came to the conclusion
25 that R-1 and R-2 really should just be a designated

1 residential zone, instead of separating them. And
2 that was to kind of cover in the Residential District
3 use by a single household, residential use by a
4 household with a roommate, or rental, a home-sharing,
5 home-sharing kind of a situation, because we've
6 gotten into some confusion with some definitions in
7 the past. Residential use for employees' housing,
8 you know, subject to certain limitations, and the
9 Village and building structures would all fall under
10 this Residential District.

11 We did start to get into the discussion of
12 housing of -- definition of single dwellings,
13 two-unit dwellings, multi-unit dwellings. And then
14 we did get into the discussion of accessory dwelling
15 units that would be only used as a single household
16 dwelling independent of any other household living in
17 a related primary dwelling. In other words, they
18 would be on the property, but it would not -- it
19 would be a separate household, it would be attached
20 to the primary.

21 We also were looking into certain conditions to
22 apply to one of them, and that was that all ADUs
23 would have a permit foundation, that the minimum size
24 would be 275 square feet, and that the maximum size
25 of an auxiliary dwelling unit would be no larger than

1 the floor area of the smallest primary dwelling on
2 the property. And we did kind of come up with a
3 thought that multi-family dwellings really didn't
4 need ADUs, that that maybe would not be allowed.

5 A lot of it is into the affordable portion of
6 it. We got into some type of idea of affordable,
7 where they would not be required to have an
8 owner-occupied in the primary dwelling. And then we
9 also kind of decided that perhaps that we should deal
10 with six-month rentals as a minimum on a dwelling
11 unit on a property with an ADU, as we do have some
12 people who come up for six months out of the year
13 looking for someplace to rent. We have a lot of the
14 restaurant staff that comes here that travel between
15 here, in the winter they go down south, summer, they
16 come up here.

17 A lot of this was the discussions, but the
18 biggest issue with auxiliary dwelling units is going
19 to deal with the lot size, the setbacks, and the side
20 yards. So that's, that's part of the discussions,
21 which is technical.

22 This is all the beginning work in progress. We
23 have a lot to discuss, but that's pretty much where
24 we are. We're at the beginning of starting to lay
25 some groundwork to get further definitions and some

1 suggested code changes. Is that what you're looking
2 for, I hope?

3 MAYOR STUESSI: Yeah.

4 TRUSTEE PHILLIPS: Okay.

5 MAYOR STUESSI: Thank you. Any comments or
6 questions from the Board in regards to this?

7 TRUSTEE ROBINS: You know, I was speaking with
8 Mary Bess earlier and we talked about the fact that,
9 you know --

10 TRUSTEE PHILLIPS: Julia, you got to talk in
11 the mic.

12 TRUSTEE ROBINS: Is that if an ADU is going to
13 require a variance. And if you run into that
14 situation, basically, on any property where you
15 have lot line issues and things like that, that
16 that's not effective zoning. As I recall, the Pace
17 people pointed that out. In other words, if
18 everything has to go for a variance, then you have a
19 code, you have a code thing that needs to be
20 corrected. So I think that's important to have that
21 language in there. Mary Bess?

22 TRUSTEE PHILLIPS: Well, that, that was part of
23 it, and that goes with changing the bulk standard
24 size of a lot from 7500 square feet down to 5,000
25 square feet, which would be a Board decision. That

1 may eliminate some of those difficulties. But it's
2 one that the Code Committee felt we are going to pass
3 that one on to the Board to actually kind of discuss
4 that type of information.

5 We do feel that there's a lot of technical
6 things that go along with this particular section of
7 the code, and we were going to request that we could
8 get the LMKA, is that how you --

9 MAYOR STUESSI: LKMA.

10 TRUSTEE PHILLIPS: Yeah, I always mess that up.
11 If we could perhaps either ask them to help us with
12 some of this work. I know there's probably a fee
13 attached to it, but I think considering how important
14 this is, and how we're going to also be talking about
15 dealing with affordable -- making some units
16 affordable, whether they're ADUs or apartments that
17 are -- be able to be built in larger one-family homes
18 at the moment, that's tech -- that's technical
19 information that we might need to want to do -- have
20 at our fingertips to do some information gathering
21 and some thought process. But that's something that,
22 you know, you were -- I can't remember if you had
23 left or you were still at the meeting, but that was
24 one of the topics that was discussed.

25 MAYOR STUESSI: No. I had suggested that

1 beyond the resources of Pace, which are available to
2 assist, that we've also got our engineering team that
3 we can utilize. So if the committee puts together
4 any list of items that they're looking for assistance
5 on, we can get a quote for that. But, you know,
6 there is an hour -- already have -- we already have
7 an hourly rate established, so.

8 TRUSTEE PHILLIPS: Okay. There is a lot of
9 discussion of the overall, overall environment of the
10 Village where we need housing for -- you know, we
11 need housing for lower income people to be able to
12 stay in the community. We also need housing for our
13 younger generation to come, because our census is
14 getting older, and we need to make those opportunities
15 available. Whether ADUs is really the way to go, I
16 don't know, but it's a discussion that's taking
17 place.

18 MAYOR STUESSI: Well, I think they're one part
19 of solving for the problem, but it's certainly not
20 going to take care of the significant need, and the
21 significant need will be carried by some more dense
22 development in the Commercial District --

23 TRUSTEE PHILLIPS: Right, which we --

24 MAYOR STUESSI: -- and outside the Village,
25 which the Town is taking a look at now through their

1 Planning Committees and updated zoning as well.

2 TRUSTEE PHILLIPS: And we also have not gone
3 into our own Commercial District, we started with the
4 residential first. So, because if you remember in
5 150, we did put in some language that was dealing
6 with some availability of opportunity of lower, a
7 lower -- affordable rentals, but that's going to come
8 down the road. We felt that the residential area was
9 the first one we needed to work on, because that's,
10 that's a larger area.

11 MAYOR STUESSI: Yeah. But I know you guys have
12 been doing, you know, some work and talking through
13 commercial, too. But, obviously, the residential
14 neighborhoods, and looking at the ability to have
15 ADUs, which are currently not legal in the Village,
16 we could take advantage of funding from the State
17 government --

18 TRUSTEE PHILLIPS: Right.

19 MAYOR STUESSI: -- which we've missed in the
20 past year, because we didn't allow them in the
21 Village, and that's supposed to be granted again here
22 in the next month or so.

23 TRUSTEE PHILLIPS: I would --

24 MAYOR STUESSI: And Southold Town is able to
25 take advantage of it because they were --

1 TRUSTEE PHILLIPS: Yeah, they were set up.

2 MAYOR STUESSI: Yeah, they were set up, they're
3 legal. So \$130,000 is -- their residents are able to
4 take advantage of, ours can't.

5 TRUSTEE ROBINS: Those are forgivable loans,
6 correct?

7 MAYOR STUESSI: Yeah.

8 TRUSTEE ROBINS: Is that the -- what they call
9 that?

10 TRUSTEE PHILLIPS: I will say that I did come
11 across the publication from the Long Island Regional
12 Planning back in 2017 that is a very interesting
13 report of how the Town of East Hampton -- I mean,
14 Huntington and up west were dealing with accessory
15 dwelling units, how for many years they were illegal,
16 but just by the nature that they needed them. And
17 then the government came in to -- the municipalities
18 came in to legalize them.

19 And it was an interesting discussion of how at
20 first the community members in their communities were
21 upset, because they didn't, they didn't want to get
22 in trouble, or they didn't want it in their
23 backyards. But as they started to find out that some
24 were already doing it in their backyards, and
25 eventually they came up with reasonable code that

1 everybody goes by. And I think the Town of
2 Brookhaven just came up with a whole new one, too, of
3 ADUs.

4 So it's something that's out there. It just
5 takes a lot of discussion, and a lot of, a lot of
6 forethought of where you want our community to be.
7 Getting back to the vision statement, what do we want
8 to look like? Okay?

9 MAYOR STUESSI: Any other thoughts or comments
10 from the Board on this?

11 TRUSTEE BRENNAN: Yeah. So I know we have a
12 bunch of different zoning kind of tools that we're
13 going to use to try to address the housing, and most
14 of them are about density, right? Having thought
15 about this, I think the ADU solution, while it might
16 be part of the solution, I think it's going to be the
17 most challenging to pull off, and I don't think it's
18 going to be the magic bullet that solves our housing
19 needs.

20 MAYOR STUESSI: No, I agree, absolutely not.

21 TRUSTEE BRENNAN: So I think, you know, mixed
22 use downtown, changing R-1 to R-2.

23 TRUSTEE PHILLIPS: Well, we're dealing --

24 TRUSTEE BRENNAN: Like that's an increase in
25 density, right?

1 TRUSTEE PHILLIPS: Well, that's why we did --
2 we're talking about eliminating R-1 and R-2 and just
3 making it a Residential District.

4 TRUSTEE BRENNAN: Right.

5 TRUSTEE PHILLIPS: That way it doesn't -- it
6 gives a little more leeway. Yes, ADUs, given the
7 fact of our lot sizes now, and how we're going to --
8 how it would have to fit on a lot, I have a -- I was
9 always taught when I was ZBA Chair that if you have
10 the same type of application coming to you, then that
11 means the code isn't right. And that's what I'm
12 afraid, and that's what we're talking about, and you
13 heard us yesterday at the committee meeting, we're
14 concerned about that. And, you know, it's not just a
15 simple -- not everybody's going to get a variance, so
16 it might defeat the whole purpose of what we're
17 talking about.

18 TRUSTEE BRENNAN: Yeah, I'm -- that's my take
19 on this, is I'm not against ADUs at all. I just
20 think it's going to be challenging in many, many
21 instances to implement them because of other zoning
22 criteria.

23 I do have a problem with the suggestion that we
24 may not require variances for existing nonconforming
25 buildings, like so like an accessory structure that's

1 too close to the property line currently. I think
2 there was a suggestion that we might alleviate the
3 need for the applicant to get a variance before
4 changing that to an ADU. I think that's problematic.
5 I mean, we're really talking about changing the use,
6 so it's an accessory structure to a dwelling, and
7 then we're going to convert that to a second dwelling.
8 I think we -- I think we would regret not legalizing
9 those. So I think they're going to have to go
10 through the zoning variance process before they could
11 be redeveloped as a house, a separate dwelling.

12 TRUSTEE PHILLIPS: Well, that is what took
13 place up west, is that they actually had them go
14 through and legalize their, their illegal ADUs. But
15 I think, you know, as I said, the sheet that you
16 received from me is a work in progress.

17 TRUSTEE BRENNAN: Yeah, I understand.

18 TRUSTEE PHILLIPS: It's a working document.

19 TRUSTEE BRENNAN: Yeah, I understand.

20 TRUSTEE PHILLIPS: And it is a concern. I
21 mean, it was a -- the Zoning Board Chair was
22 concerned about it, and I think that that needs a
23 more in-depth conversation. But I agree with you, we
24 have a lot to look at.

25 TRUSTEE BRENNAN: Yeah. I'm not being at all

1 critical of the suggestions. I'm just -- as an
2 architect, I'm familiar with, you know, the
3 variances, and setbacks, and accessory structures.
4 And I think that many of these buildings are going to
5 require some kind of expansion, or possibly they're
6 going to increase the degree of nonconformity,
7 whether they're getting longer, or a little bit
8 taller as they get reworked into a dwelling.

9 I know that -- you just mentioned this. I know
10 that the team from Pace pointed out that restrictive
11 zoning is one of the biggest obstacles to more
12 housing. I have a difficult time seeing how we could
13 eliminate the requirement to get a variance, though,
14 in this case, because there's other issues at stake.
15 There's privacy with other neighbor, there's safety
16 issues, parking, I guess, right?

17 TRUSTEE PHILLIPS: There's a, there's a
18 whole --

19 TRUSTEE BRENNAN: So there's a whole --

20 TRUSTEE PHILLIPS: There's a whole --

21 TRUSTEE BRENNAN: Like we have to address how
22 we're going to handle residential parking and curb
23 cuts.

24 TRUSTEE PHILLIPS: Yeah.

25 TRUSTEE BRENNAN: I think we talked the other

1 day about not requiring another curb cut, which makes
2 sense, right? We don't want to add a curb cut to a
3 residential property, because that takes away a
4 parking spot on the street. So that's kind of a net
5 loss, or it's a break-even at best.

6 MAYOR STUESSI: Uh-huh.

7 TRUSTEE BRENNAN: But we have to think about
8 whether we're going to allow a break on the parking
9 when we add the second dwelling, right, or we're
10 going to add to the parking requirement?

11 TRUSTEE PHILLIPS: Well, that was part of the
12 discussion. Parking is a big issue as to how do we
13 handle that so that you're not creating an obstacle,
14 but, also, that you're not creating, creating more
15 concrete instead of grass, okay?

16 TRUSTEE BRENNAN: Yeah. So I was just
17 wondering, like if we don't require parking for the
18 ADU, an onsite parking spot, people could park in the
19 street. But then what do they do in the event like
20 when there's snow-clearing and stuff and the street
21 is supposed to be clear of vehicles, like where is
22 everyone going to put their car? I guess they're --

23 TRUSTEE ROBINS: Put them on the front lawn, a
24 lot of people do that.

25 TRUSTEE BRENNAN: On the front lawn?

1 TRUSTEE ROBINS: Yeah.

2 MAYOR STUESSI: At this rate, the snow is far
3 and few between. Another year we might not have any.

4 TRUSTEE ROBINS: Yeah, right, I know.

5 TRUSTEE PHILLIPS: But, anyway, that, you know,
6 as I said, it's been a very interesting discussion.
7 For me, I kind of have been listening to the two
8 Chairs of the Planning and the Zoning, because they
9 come into these obstacles with their applications,
10 especially with the setbacks, and the variances, and
11 the site plan reviews. So, as I said, it's a work in
12 progress. We'll keep plugging at it, but we do need
13 the technical assistance to keep it moving forward to
14 not get it stalled on us not knowing which -- you
15 know, not having enough information to make a decision.

16 TRUSTEE BRENNAN: I had a thought on the
17 six-month rental that you were considering.

18 TRUSTEE PHILLIPS: That they're suggesting?

19 TRUSTEE BRENNAN: I feel like that's still a
20 problem in my mind, because it's still going to
21 detract from a year-round situation, right? So we
22 need -- we have families, whether young people, older
23 people, that need year-round housing. So to the
24 extent that we allow even a six-month rental, that
25 displaces the -- that eliminates the ability for one

1 more family or one more senior --

2 TRUSTEE DOUGHERTY-JOHNSON: And that could
3 basically be a summer rental. I mean, it's like a
4 long summer rental, but it's a summer.

5 TRUSTEE BRENNAN: Right.

6 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

7 TRUSTEE BRENNAN: So --

8 TRUSTEE PHILLIPS: But years, years ago, okay,
9 there, there were a lot of teachers in the area that
10 came out here and rented while they worked here,
11 because they could afford to rent out here while they
12 worked here. And then they would go home to -- you
13 know, they would go back to their families, because
14 they did their second jobs back wherever they lived.
15 I think now what's happening is our local, our local
16 employees that can't find housing are just -- they're
17 just commuting. And that was the original -- I think
18 that's where part of this was talking about making
19 that available to some of the industries that just
20 needs rentals for a shorter turn of time than a full
21 year lease. But, once again, it's just a topic that
22 was put on, and it's some of the thought process
23 that's been going through as the discussions every
24 week.

25 TRUSTEE BRENNAN: Yeah.

1 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I mean, I
2 had a question about the one before that, the F, that
3 unless an ADU is affordable, ADU or primary dwelling
4 must be owner-occupied, which, one, is just like
5 what's affordable, and is it affordable in perpetuity
6 or not?

7 TRUSTEE PHILLIPS: Well, it's one of the
8 discussions --

9 TRUSTEE DOUGHERTY-JOHNSON: Right.

10 TRUSTEE PHILLIPS: -- that haven't been done
11 yet, so.

12 TRUSTEE DOUGHERTY-JOHNSON: But, and then the
13 other thing is just like if it's, if it's not
14 affordable, they like -- what we wanted to discourage
15 was people building an ADU just to like rent --

16 MAYOR STUESSI: Well, the --

17 TRUSTEE DOUGHERTY-JOHNSON: -- short-term or
18 luxury, or, you know, like --

19 MAYOR STUESSI: Yeah. If you look at the State
20 criteria for what is -- what was established last
21 year with this funding, it's defined, and it goes off
22 of the area median income --

23 TRUSTEE DOUGHERTY-JOHNSON: Right.

24 MAYOR STUESSI: -- and it's at a different
25 scale as to whether you're at 60 or 110% of area

1 median income.

2 TRUSTEE DOUGHERTY-JOHNSON: But can we -- but
3 is that forever? Like if you build an ADU and then
4 have affordable --

5 MAYOR STUESSI: Well, that's --

6 TRUSTEE DOUGHERTY-JOHNSON: -- do you do it
7 just one year and then you have --

8 MAYOR STUESSI: That's what needs to be
9 determined.

10 TRUSTEE DOUGHERTY-JOHNSON: Yeah, that's what,
11 that's what I'm saying.

12 TRUSTEE PHILLIPS: It needs to be determined.

13 MAYOR STUESSI: But it's likely going to be a
14 minimum of 10 years just for funding.

15 TRUSTEE DOUGHERTY-JOHNSON: But my other point
16 was just that like so if you don't do the ADU as
17 affordable, maybe you have a primary residence, but
18 you still are building an ADU that maybe you're just
19 going to rent for the summer, or maybe you're just
20 going to rent short-term.

21 MAYOR STUESSI: Well, I think, I think --

22 TRUSTEE DOUGHERTY-JOHNSON: Or is going to be
23 kind of like a luxury ADU.

24 MAYOR STUESSI: If I read this correctly, I
25 think it's suggesting that you don't get the ability

1 to build an ADU as a part-time summer rental.

2 TRUSTEE DOUGHERTY-JOHNSON: But it -- well,
3 depending on what the six months thing is. But it's
4 saying unless you're saying it's affordable it has to
5 be owner-occupied. But like you still could
6 owner-occupy one, and then like you could live in
7 your ADU and you could rent out your like house as
8 like a, you know, \$5,000 a month house.

9 TRUSTEE PHILLIPS: But, as I said, this is just
10 the points that we were talking --

11 TRUSTEE DOUGHERTY-JOHNSON: That was just my
12 thoughts.

13 TRUSTEE PHILLIPS: -- and some of, some of the
14 thought will be needed later on down the road, maybe
15 when there is some final decisions that they propose
16 as a committee.

17 MAYOR STUESSI: Yeah.

18 TRUSTEE PHILLIPS: And the committee, just so
19 that you know, we do it on consensus, so sometimes we
20 all agree with each other and sometimes we don't, but
21 the whole goal is to do what's best for the Village
22 community. So that's, that's how this Board works.
23 I just wanted to let you know that that's how we're
24 doing it, and to let the public know that it's a
25 conversation that takes place, and we all may -- to

1 agree not to agree, or agree to agree, but we're
2 working towards the betterment of the community.

3 MAYOR STUESSI: Julia, anything to add on this?
4 I know you were very passionate in the last
5 administration on an ad hoc committee you put
6 together in regards to housing.

7 TRUSTEE ROBINS: Yeah. I mean, I think that
8 the ADU conversation is an important one, but I do
9 not believe that here in the Village of Greenport
10 we're going to solve the housing crisis on the
11 North Fork. I agree very much with you, Mayor, that
12 you're reaching out to the east-west areas of the
13 Town right now, that opportunities are going exist
14 there.

15 I also really have come to realize that the
16 language that we're using is wrong. I don't think
17 affordable housing is an appropriate term for what we
18 really need here. What we need is housing security.
19 People need to know that they are going to have a
20 place to live and they're not going to be displaced
21 by the whim or the decision of somebody who's going
22 to sell the house and move on. Even if they're
23 renting an auxiliary dwelling unit or something like
24 that, they have no guarantee. So we really have to
25 focus on housing security.

1 And I think that -- I know Rona, who's here in
2 the audience, you know, we've discussed this many
3 time. I think that multi-family dwellings of some
4 sort, you know, are really what is going to,
5 you know, open up some opportunities.

6 And I know that there was a very passionate
7 editorial in The Suffolk Times this week about, you
8 know, what's going on here and what a crisis we
9 really are in, okay? And one of the things they
10 pointed out is that, you know, for everything that
11 everybody has said all along out here, save what's
12 left, you know, we need the land, we need the land,
13 well, we might be at the point where we have to
14 choose, do we want land or do we want people? What's
15 more important to us out here, because if we don't
16 have places for people to live, they'll leave and
17 they won't be here, and then there won't be anybody
18 to run this village and this town anymore.

19 MAYOR STUESSI: Yeah. This was -- I was in the
20 Monday night discussion with the Mattituck-Laurel
21 Civics group for the Town Planning Committee that I
22 sit on and it was widely discussed. There's a whole
23 schedule of them. There's one in East Marion this
24 weekend, and Orient, and then the Village is hosting
25 one on Thursday, March 7th, as everybody should be

1 aware of, with the Town Planning Department
2 presenting, and would encourage everybody to attend.

3 TRUSTEE ROBINS: So I would love to see that
4 label that we get away from the thing of affordable
5 housing, because what is affordable, to begin with,
6 you know? It's really income-based and what you're
7 making, and, you know, the incomes are fairly high.
8 It's about housing security, about knowing that you
9 go to sleep at night and the next day your landlord
10 is not going to come over and say, you know, "I'm
11 selling the house." And that's what's happening
12 around here right now, I deal with it a lot of times.
13 You know, I'm still, you know, trying to find -- I'm
14 a property manager and it's happened several times to
15 me. You know, I've seen tenants be displaced and
16 have to move somewhere else, or not have anyplace go.

17 MAYOR STUESSI: It will continue to happen as
18 prices continue to rise.

19 TRUSTEE ROBINS: Yeah.

20 MAYOR STUESSI: All we need to do is look at
21 the south side and see what's going to happen with
22 prices.

23 TRUSTEE ROBINS: So, anyhow --

24 TRUSTEE BRENNAN: So I think that's an
25 excellent point, the security. I think that would

1 push us towards looking for homeownership opportunities,
2 as opposed to rentals.

3 TRUSTEE ROBINS: Not necessarily. I mean,
4 you know, if you have a good housing complex that's
5 built and people have a lease in there, they're not
6 going to be, you know, kicked out, I mean, I think
7 that would work, too. I think both options are --
8 should be on the table.

9 Another idea I had, and I need to speak to the
10 Town about this and the Assessors, is that I know
11 right now Southold Town is giving a discount to
12 firefighters, you know, on their property taxes,
13 okay? But what if you can't afford to buy a
14 property, you're a firefighter, shouldn't you get
15 some kind of an incentive back from the Town as well
16 towards your rent, maybe some kind of a rent subsidy
17 or something.

18 TRUSTEE BRENNAN: Yeah, that's a good point. I
19 think the -- trying to fill the ranks of the First
20 Responders is -- it's difficult using a property tax
21 discount or rebate, because young people don't own
22 their home.

23 TRUSTEE ROBINS: Exactly.

24 TRUSTEE BRENNAN: So it's not necessarily that
25 attractive to a young person from the get-go to join

1 a Fire Department or something, because they can't
2 take advantage of the tax abatement. So that's an
3 interesting idea about a rental subsidy or something
4 like that.

5 The other thing would be -- another tool that's
6 not zoning related would be like a first-time
7 home-buyer assistance program, so some way of
8 providing a discounted mortgage or something. So
9 that doesn't require zoning changes, that's direct
10 aid to someone --

11 MAYOR STUESSI: Yeah. Well, I mean, these are
12 in the Southold Town housing group recommendations.

13 TRUSTEE PHILLIPS: Recommendations.

14 MAYOR STUESSI: But the bigger issue is,
15 you know, getting somebody some sort of loan help.
16 But housing prices are starting at a million dollars,
17 so it really needs to be done with true affordable
18 housing that is at a price point that people can
19 afford, because, you know, when you used to be able
20 to save up 40,000 and buy a house, now your entry
21 level down payment is \$200,000.

22 TRUSTEE ROBINS: I just took real estate
23 classes to recertify my license, okay, and a couple
24 of great classes on mortgages and how to get
25 mortgages, and also on credit. And I think maybe,

1 you know, some kind of a public class that way to
2 educate people about the process and what they need
3 to do to build their credit, and things like that,
4 they're very useful. And, you know, I don't know if
5 they're talking about our specific market, but there
6 are low down payment mortgages still available, FHA
7 loans and things like that, so --

8 MAYOR STUESSI: Yeah, but I hear you, but, you
9 know, 5 or 10% on a million dollars, which is an
10 entry level price to a house these days, is a very
11 different thing than us as a community, I mean, wider
12 community on the entirety of the North Fork finding
13 ways to create rental housing that's affordable and
14 housing for sale that's affordable.

15 TRUSTEE PHILLIPS: Well, I also --

16 MAYOR STUESSI: I mentioned -- go ahead,
17 Mary Bess.

18 TRUSTEE PHILLIPS: No, no, you finish, go
19 ahead.

20 MAYOR STUESSI: I was going to say, I had
21 mentioned in a prior meeting that the Village has
22 close to 15 acres that I think we ought to be taking
23 a look at, which is both the campground and the
24 Clark's Beach parcel. And I think we should, you know,
25 commission a study, take a look at the potential

1 options for both of them, because I think we'd be
2 able to find a way to get close to probably 80 units
3 between the two. And we could look at -- obviously,
4 we have the rental income from the campground, but
5 there's the ability to do a ground lease with the
6 developer there, do the same thing over at the beach,
7 and we might be able to create 80 units within the
8 course over the next, you know, year-and-a-half.

9 TRUSTEE ROBINS: I think East Hampton Town,
10 I think, is doing ground leases for houses.

11 MAYOR STUESSI: Many places are across the
12 country.

13 TRUSTEE ROBINS: Yeah, yeah, smart idea.

14 TRUSTEE BRENNAN: Is the Clark's Beach property
15 close enough to the --

16 MAYOR STUESSI: Pardon me?

17 TRUSTEE BRENNAN: -- transportation?

18 MAYOR STUESSI: Yeah.

19 TRUSTEE BRENNAN: Yeah, it is?

20 MAYOR STUESSI: Absolutely.

21 TRUSTEE PHILLIPS: But it's in the Town of
22 Southold, so we have -- that property is in the Town
23 of Southold, Clark's Beach.

24 MAYOR STUESSI: Right.

25 TRUSTEE PHILLIPS: It's not, it's not within

1 our zoning jurisdiction.

2 MAYOR STUESSI: But this is a perfect
3 opportunity to study it and put the options in front
4 of the Board and the community to take a look at, and
5 you know, there is the ability to change the zoning
6 there.

7 TRUSTEE ROBINS: Yeah. Our interest in that
8 land is basically just for our outfall pipe there,
9 right, from our wastewater treatment plant?

10 TRUSTEE PHILLIPS: Well, that's -- I think
11 that's part of the discussion, is we need to find out
12 the purpose of the property, how it is tied to our
13 sewers, sewer, because it belongs to the Sewer
14 Department. It doesn't belong to the municipality,
15 the Village of Greenport, it's part of the enterprise
16 of the sewer district.

17 TRUSTEE ROBINS: It is.

18 TRUSTEE PHILLIPS: Or our sewer enterprise. So
19 there may be some reasons why it's been left the way
20 it is. I don't know. Those are some of the
21 questions we'll have to get answered.

22 TRUSTEE ROBINS: In terms of development, that,
23 you know, having a sewer out there makes a big
24 difference.

25 MAYOR STUESSI: It certainly does.

1 TRUSTEE ROBINS: Yeah. No, I mean, I think I
2 kind of was, you know, proposing a couple years ago
3 about the area near the campground, and stuff like
4 that. It kind of was shot down, but I like the way
5 you're thinking.

6 MAYOR STUESSI: Well, you know, when you start
7 talking about whether we want ADUs to be six-month
8 rentals or not, the fact of the matter is the Village
9 is in the business of being a short-term vacation
10 rental owner with the campground and we should
11 acknowledge that. I mean, the majority of the people
12 over there are in very expensive motor homes and
13 campers, and they have lives elsewhere, and they park
14 for a short term. It's not camping like when I grew
15 up, where we pitched a tent or slept outside in our
16 sleeping bags. This is, this is a place that exists
17 that I think our community needs to take a look at.

18 TRUSTEE BRENNAN: I would just add, the ADU or
19 accessory apartment discussion also dovetails with
20 the affordability. So we're looking to create
21 homeownership opportunities, allowing -- you know, I
22 think we're all aware of this, but allowing an
23 accessory apartment is a way to make -- you know, to
24 add income.

25 MAYOR STUESSI: Yeah.

1 TRUSTEE BRENNAN: And so that does definitely
2 tie in. One of the things I've noticed is we're not
3 discussing accessory apartments. So we've talked
4 about ADUs, and we've talked about two-family homes
5 and multi-family homes, but other municipalities that
6 I'm familiar with allow accessory apartments in a
7 one, in a one-family house.

8 TRUSTEE PHILLIPS: Well, that was the reason
9 for going away from R-1 and R-2. If -- and that's
10 part of the discussion, wasn't just auxiliary
11 dwelling units. Some of the discussion took place
12 similar to what you're thinking, that that's not
13 really going to be -- it's only going to be a small
14 segment that -- but that going back to the
15 apartments.

16 Now years ago, back in the 1980s, and I believe
17 that maybe Valerie remembers better than I do, there
18 was the zone changing for some of the properties from
19 R-1 to R-2, because the goal was to have this -- the
20 aging population be able to put accessory apartments
21 in to supplement their income. So we did do that a
22 while ago.

23 The Village has done -- I mean, Second and
24 Third Street there was the housing programs where
25 they had the \$15,000 down payment grant through the

1 Community Development money. So those, those
2 opportunities have happened here before, but I also
3 think that we need to really, if we want to make a
4 bigger voice, is not only look inward, but we really
5 need to look to the Town of Southold to work with us
6 on the outskirts of the east and the west to create
7 some type of housing developments, whether it be
8 multi-units, you know, multi-unit buildings, or a
9 complex similar to the Cottages in Mattituck, or
10 whatever. We have a lot of opportunity to work with
11 the Town, so -- and I think that's what we're doing
12 right now.

13 MAYOR STUESSI: Yep.

14 TRUSTEE ROBINS: So I'm sure this topic will
15 probably come up next Thursday when they come in and
16 talk with the Town about the zoning, everything like
17 that.

18 MAYOR STUESSI: All depends on who from the
19 community comes out and how they react. I will say,
20 from attending the very first meeting, the two top
21 items that the community was concerned about, when we
22 were at the Mattituck-Laurel Library the other night,
23 were too much development with hotels, and then the
24 other item being not enough housing --

25 TRUSTEE ROBINS: Housing.

1 MAYOR STUESSI: -- for people that need it.

2 TRUSTEE ROBINS: That's what I would expect,
3 yeah.

4 MAYOR STUESSI: Yeah. And then the associated
5 traffic issues with hotels and things like that.

6 TRUSTEE BRENNAN: I have a question on the
7 Vision For Greenport, the summary. Is that done by
8 the Pace people --

9 MAYOR STUESSI: Yeah.

10 TRUSTEE BRENNAN: -- or done by the Village?

11 MAYOR STUESSI: Yeah.

12 TRUSTEE BRENNAN: So it's interesting reading.
13 I was wondering if we can't do something more with
14 the data. Like do you have any ideas about how we
15 could reorganize that? I mean, it's just kind of a
16 list.

17 MAYOR STUESSI: Yeah. No, I -- they were, they
18 were simply collating all of the feedback from
19 everybody that's there, and there's a couple of more
20 meetings that are being scheduled. There's one
21 that's going to be coming up with a lot of people
22 that work in hospitality and retail. I'm just
23 waiting for date confirmation and I'll share that.
24 And then the goal would be to, you know, bring them
25 back to help with some additional, you know, insight

1 on things, and then as we look at, you know, code
2 changes, too.

3 Any other comments from anybody regarding this
4 subject before we move on? Julia, Patrick, no?

5 TRUSTEE ROBINS: Good conversation.

6 MAYOR STUESSI: All right. Next item up is the
7 *Review of Local Law Chapter 103 - Short-Term Rentals*.
8 I know this has been circulated, and this is at the
9 suggestion of the Code Committee, which Trustee
10 Phillips chairs. If you want to kick us off,
11 Mary Bess, and the Board can --

12 TRUSTEE PHILLIPS: I guess the major change is
13 the -- if you go to Section -- to the definitions,
14 under short-term rental, we were proposing starting
15 on January 1st of 2025, I don't know if that might
16 have to be changed or not, but, "The rental of
17 residential property or a portion thereof for a term
18 of less than 30 days." In other words, we would not
19 be -- we would be changing -- the exemption would
20 disappear that's there for two-family houses to have
21 one that's owner-occupied or long, long-lease
22 occupied, and have the other unit be rental, be
23 short-term rental for less than 14 days, which is --
24 seems to be less than that. But that exemption would
25 be completely eliminated, and that everyone would be

1 on an even playing field of -- that they would be --
2 it would have to do 30 days or more for a short-term
3 rental. I guess that's basically it.

4 TRUSTEE BRENNAN: We don't have this document,
5 right?

6 TRUSTEE DOUGHERTY-JOHNSON: We do.

7 TRUSTEE PHILLIPS: Yeah.

8 TRUSTEE DOUGHERTY-JOHNSON: I think Brian sent
9 it to us.

10 MAYOR STUESSI: It was emailed. I don't think
11 we have a printed copy in front of us.

12 TRUSTEE DOUGHERTY-JOHNSON: I had a couple of
13 questions or concerns, and maybe I'm misunderstanding.
14 But like in the rental definition, just to say,
15 I'm totally -- I understand where we're coming from,
16 and I totally agree with it, but defining a family as
17 people who are related by blood or marriage seems
18 very narrow and not -- I mean, what about unmarried
19 couples? What about people who adopt or foster?

20 TRUSTEE BRENNAN: Yeah.

21 TRUSTEE DOUGHERTY-JOHNSON: I think there's --
22 and then also later in it, saying -- the thing about
23 if like the cable is in the -- in a different
24 person's name than an owner, that all sort of seems
25 to me like a -- like you're going to trip up a lot of

1 people who are not renting to people, they're just
2 living with people who they're not married to or
3 related to by blood. So I think we just have to be
4 careful when we do these that we're like including
5 our whole community that are not all in very
6 traditional families.

7 TRUSTEE PHILLIPS: Well, the definition of
8 family is not in 103.

9 TRUSTEE DOUGHERTY-JOHNSON: I'm looking, I'm
10 looking at 103, Rental Properties, and under rental,
11 the definition of rental. It says, "A family member
12 is a person" -- oh, sorry, now I just lost it.

13 ATTORNEY STOLAR: Under Rental, "A family
14 member is a person who is related by blood or
15 marriage to the owner."

16 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I mean, I
17 just --

18 TRUSTEE BRENNAN: Is that even legal?

19 TRUSTEE DOUGHERTY-JOHNSON: Right, that doesn't
20 seem legal to me.

21 ATTORNEY STOLAR: No, this is not -- this is
22 not single-family housing, this is rental, specific
23 to rental.

24 TRUSTEE DOUGHERTY-JOHNSON: But, I mean, if
25 you're living with someone who is not related to you

1 by blood or marriage, it seems to be assuming they
2 are renting to them, that's how I read it.

3 ATTORNEY STOLAR: Correct. But I think they --
4 the legal aspect, that comes up in zoning as to a
5 single-family residence, this is different. So this
6 is just a matter of how you want to define a person
7 who is a renter. You're going -- you know, the issue
8 always is going to be someone who's going to say that
9 the person who's living with them is not a renter.
10 You know, once we got rid of the owner-occupied part,
11 so you got to figure out how to define the other
12 people who are in the location.

13 TRUSTEE ROBINS: Couldn't that language be very
14 open to Fair Housing violation?

15 ATTORNEY STOLAR: For -- this is only for
16 short-term rental.

17 TRUSTEE ROBINS: Only --

18 ATTORNEY STOLAR: It's not a single-family
19 residence.

20 TRUSTEE ROBINS: Well, any, any rental, really,
21 though. I mean, familial status is a protected class
22 in rental, right?

23 ATTORNEY STOLAR: It is.

24 TRUSTEE ROBINS: So you're talking about familial
25 status here right now, correct?

1 ATTORNEY STOLAR: Right, but no -- the
2 authority to rent. This is just -- a rental is a
3 piece -- is a unit, essentially. We define rental
4 unit and then we have to define the word rental as to
5 what it means, so that we understand who can or
6 cannot utilize the property for less than 30 days.

7 TRUSTEE ROBINS: Yeah. It's just I don't know
8 about the language of familial status, if that
9 belongs in the, in the law.

10 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I mean, my
11 other issue is like 103-14(A), Presumptions, it's
12 saying, "The presence or existence of any of the
13 following factors shall create a rebuttal presumption
14 that a premises is rented as a rental unit," and one
15 of them is if utility is cable television, phone or
16 other services, or in place under someone else's
17 name, and like I've done that. Like I own the house
18 and my boyfriend paid for the cable. So then, all
19 right, is someone going to come and say, you know,
20 you're in violation because you're renting to him?
21 That's how I read it, and I think that could be an
22 issue, but those are, those are just my concerns.

23 ATTORNEY STOLAR: But you're still occupying as
24 an owner, so you would rebut that presumption.

25 TRUSTEE DOUGHERTY-JOHNSON: Right. Okay.

1 I mean, perhaps I'm misreading it. I am not a
2 lawyer. It just seemed to me that there were a lot
3 of those issues that were -- people could just be
4 living places and then be -- being accused of renting
5 when they're not actually renting, they're just
6 living with people who aren't related by blood or
7 marriage, but -- and this is -- it's not, it's not
8 just about short-term rentals, right, this chapter,
9 this is about rentals in general? I mean, it
10 includes the short-term rentals, but it is about --
11 also just about like who needs to have a rental
12 permit. Or, again, that's how I read it.

13 TRUSTEE PHILLIPS: As I said, the, the
14 original, the original document that I sent all of
15 you was based on short-term rentals. I'm assuming
16 that some of this language is a cleanup, Brian? Some
17 of this language is a cleanup?

18 ATTORNEY STOLAR: Some of it is a cleanup. The
19 presumptions I added, because what happens is you
20 need -- if you don't have those presumptions at the
21 end that we added, it makes it difficult to enforce
22 by having those presumptions. Somebody -- you could
23 use that in an enforcement proceeding, and anybody
24 who can rebut it, because they have facts that are in
25 their favor, should be able to rebut it. If they

1 can't, then there's a presumption that you are
2 operating a rental unit.

3 MAYOR STUESSI: Do you feel like there's
4 anything that should be clarified to alleviate some
5 of Lily's concerns of --

6 ATTORNEY STOLAR: The cable issue, I don't
7 think so. The rental definition I think we should
8 look at and try to figure that one out.

9 MAYOR STUESSI: So I know there was a
10 discussion from the Board at the last meeting, or it
11 might have been the prior one, regarding changing the
12 minimum rental for a short-term to effectively be
13 30 days, as opposed to the 14 days or less than
14 14 days, the way it currently reads in the code. Are
15 there any comments from the Board on that, or is
16 everybody still feeling like the Board would like to
17 go with a minimum 30-day rental moving forward
18 starting January 1? Julia?

19 TRUSTEE ROBINS: No. I think 30 days is fine,
20 and I know that moving forward that may change and
21 become something more permanent, but that's a good
22 start, I agree with that.

23 MAYOR STUESSI: As a minimum of 30 days.

24 TRUSTEE ROBINS: As a minimum, as a minimum.

25 MAYOR STUESSI: For short-term rental.

1 TRUSTEE ROBINS: Correct.

2 MAYOR STUESSI: Patrick?

3 TRUSTEE BRENNAN: How does this impact the
4 Airbnb? So does this prevent Airbnb?

5 MAYOR STUESSI: Well, Airbnb is just a tool to
6 rent.

7 TRUSTEE BRENNAN: Right.

8 MAYOR STUESSI: You could rent for six month
9 from Airbnb, but you wouldn't be able to rent for
10 less than 30 days, whether it's Airbnb, or VRBO, or
11 Julia's rental agency.

12 TRUSTEE DOUGHERTY-JOHNSON: Right now it's two
13 weeks. Right now the code is two weeks, and we would
14 change it to 30 days.

15 MAYOR STUESSI: Well, it's less than two weeks.
16 I mean, it --

17 TRUSTEE DOUGHERTY-JOHNSON: Well --

18 MAYOR STUESSI: The way, the way it's written,
19 just to be very clear, somebody can own a house and
20 rent out a portion of it for less, even if they're
21 not there. This is the issue we're dealing with with
22 enforcement.

23 TRUSTEE BRENNAN: Right. So that's what I
24 was -- that's where I was trying to go with my
25 question. So are we changing that aspect, or we're

1 just changing going from two weeks to four weeks?

2 MAYOR STUESSI: We're going to four weeks. The
3 suggestion here from the Code Committee is to go to
4 four weeks minimum, no exceptions.

5 TRUSTEE BRENNAN: No exceptions. So no
6 carve-out for an owner-occupied house?

7 TRUSTEE PHILLIPS: No.

8 TRUSTEE BRENNAN: So someone that owns their
9 house and is currently renting a bedroom with a
10 bathroom, like a -- right? So it's not a whole
11 apartment, it's not a second dwelling. That's
12 eliminated in this case?

13 TRUSTEE DOUGHERTY-JOHNSON: It's not
14 eliminated, but it would have to be for a month.

15 TRUSTEE PHILLIPS: It would have to be the
16 30 days.

17 TRUSTEE DOUGHERTY-JOHNSON: I mean, I still
18 tend to think that we might want to rethink that
19 part, because I don't -- I don't know. I mean, I
20 think that people renting a room in their house is
21 not the same as -- like they're probably not going to
22 rent that year-round. You're not creating housing
23 necessarily by making that harder, but --

24 TRUSTEE BRENNAN: I think it's a good point.
25 And does it, does it does it detract for housing?

1 I'm not sure it does. So if they don't have a legal
2 second dwelling on their property, but they're
3 renting a room out, does that impact --

4 MAYOR STUESSI: Is that not covered under the
5 Bed and Breakfast language, you were there, you're
6 renting a room?

7 MS. WADE: Lot size.

8 TRUSTEE PHILLIPS: I think that the room rental
9 is -- the room rental is attached to that the owner
10 had to be in the house at the same time, and I think
11 we've had some incidents where it's been --

12 MAYOR STUESSI: Well, that's not what it says
13 in the code. If --

14 TRUSTEE PHILLIPS: No, it's not what it says,
15 but --

16 MAYOR STUESSI: If the Code Committee didn't --
17 I'm sorry, you guys did not make that recommendation,
18 right?

19 TRUSTEE PHILLIPS: No, we didn't, no.

20 MAYOR STUESSI: Are you thinking that we
21 should --

22 TRUSTEE PHILLIPS: No, we --

23 MAYOR STUESSI: -- take a look at it or --

24 TRUSTEE PHILLIPS: No, no.

25 TRUSTEE ROBINS: If you're renting a room,

1 isn't that a rooming house, and isn't that a
2 prohibited use in the Village? I mean, we used to
3 have rooming houses here, but I don't believe we do
4 anymore, and that's --

5 MAYOR STUESSI: We have a, we have a Bed and
6 Breakfast --

7 TRUSTEE ROBINS: Bed and breakfast? Okay.

8 MAYOR STUESSI: -- law that somebody mentioned
9 there is a lot size requirement on it.

10 TRUSTEE DOUGHERTY-JOHNSON: I mean, rooming
11 houses might be great for some of the people who need
12 housing. But I don't think -- I think we're just
13 talking about -- you know, there are currently people
14 who are like Airbnb'ing or VRBO'ing a room in their
15 house, they're usually there. I don't know.
16 I just think it's a little different than a whole
17 house.

18 MAYOR STUESSI: Mary Bess, what was the
19 committee's perspective on this?

20 TRUSTEE PHILLIPS: The committee's perspective
21 was we needed to get it so that -- we had the
22 discussions to the Board about an even playing field
23 for any type of short-term rental, and that if the
24 Board decided to do something different, that was
25 their option. But, at this point, the committee,

1 there was a recommendation that short-term rentals
2 should be, should be 30 days or more. Well, you know
3 what I'm saying, no more than -- 30 days or more, and
4 then any other exceptions would be something that the
5 Board would develop. But they felt that everything
6 should be on the even keel when it came to short-term
7 rentals for the discussion.

8 The owner-occupied has caused -- you know,
9 there needs to be a discussion about owner-occupied
10 if you're going to talk about renting out a room,
11 because that -- it's a gray area on some things, and
12 the Code Committee was trying to find -- not create
13 any loopholes. That's how we were presenting it to
14 you, was with no loopholes attached. That's up to
15 the Board to decide how they want to divvy that up.

16 MAYOR STUESSI: Patrick?

17 TRUSTEE BRENNAN: I would expect, I would
18 expect that we're going to hear from the community.
19 So there's going to be some people who are currently
20 short-term renting maybe a room in their house and
21 they're going to say, "I need that income. Like
22 that's part of how I afford to live here, is that I
23 have this kind of side business." Or -- so I -- my
24 understanding is it's quite prevalent in the Village.
25 I'm not condoning it or endorsing it. I just think

1 that -- I guess I would like the public to come and
2 talk to us about that, because I know many people who
3 do such a thing.

4 MAYOR STUESSI: Okay. So we need to make a
5 decision as a Board as to whether we want to
6 potentially continue to allow that, in which case we
7 can develop language for that. Otherwise, we go with
8 the language that the Code Committee suggested and
9 eliminating it, and we're going to have -- to your
10 point, have that segment of the population saying
11 that's important.

12 TRUSTEE BRENNAN: Yeah.

13 MAYOR STUESSI: And so I think if the Board
14 feels it's important, we should come up with some
15 method to allow it and define what that is.

16 TRUSTEE BRENNAN: Yeah, perhaps.

17 MAYOR STUESSI: And then schedule it for a
18 Public Hearing.

19 TRUSTEE BRENNAN: Perhaps, yeah. I think, I
20 think we need to determine whether this is
21 undermining our ability to build housing, or address
22 our housing, or secure housing, so we have to put
23 some thought into this about whether this is
24 impacting that.

25 TRUSTEE DOUGHERTY-JOHNSON: I mean, I think it

1 definitely is. There's lots of research, I mean, not
2 in our exact community, but there's Airbnbs that if
3 they weren't allowed to be the kind of Airbnbs they
4 are, there would be housing stock and rents would go
5 down. I mean, that's like -- and that's happened
6 around the country when they have been stricter.

7 TRUSTEE BRENNAN: Right. So a --

8 TRUSTEE DOUGHERTY-JOHNSON: I mean, of all of
9 the Airbnbs, I'm saying, not necessarily just the
10 ones that are bedrooms in houses, because I do think
11 that's a different thing. Not everyone is going to
12 live in a bedroom in someone's house year round.

13 TRUSTEE BRENNAN: Yeah. I don't think anyone's
14 going to argue that the Airbnb has been a detriment
15 to the housing situation, particularly if it takes an
16 entire house or an entire dwelling unit off of the
17 long-term rental market. The point I'm getting at is
18 does the bedroom, does the single bedroom in
19 someone's Airbnb impact that in a negative way?

20 TRUSTEE PHILLIPS: And what I'm saying is that
21 the Code Committee brought forth to the Village Board
22 that our feeling is before we get started into any
23 type of discussion of auxiliary dwelling units or
24 accessory apartments, that we need to deal with the
25 short-term rental situation, and that we present it,

1 our thoughts, and that now it's our turn as a Board
2 to take on the open topic that you and Lily are
3 speaking about. And that's, that's why we were clear
4 that we only wanted to deal with the 30-day
5 distinction of a short-term rental, so that the
6 discussion would get started, and we would really
7 concentrate on the, you know, the apartments and the
8 others that are actually taking away from the housing
9 stock. So that's why it was brought the way it was
10 brought, okay? So the rest of the discussion, that's
11 up to the Board as how you want to proceed with it.

12 I do have one question for Brian. Rental, I
13 believe that definition of rental is establishing
14 that a person who's renting an apartment isn't a
15 family member, correct?

16 ATTORNEY STOLAR: Yes, and --

17 TRUSTEE PHILLIPS: Or, I mean, receiving,
18 receiving -- in other words, they're paying compensation
19 to be in that apartment.

20 ATTORNEY STOLAR: Correct.

21 TRUSTEE PHILLIPS: Okay.

22 TRUSTEE ROBINS: Also, I think in terms of
23 definition and the situation where you have a person
24 renting a room in a house, how did they get there?
25 In other words, are you advertising this room, or is

1 it a long-term arrangement of some sort? Is there a
2 lease? In other words, is it, is it every week? I
3 think, you know --

4 MAYOR STUESSI: Well, long term is not --

5 TRUSTEE ROBINS: -- if you're advertising that
6 room, that --

7 MAYOR STUESSI: Long-term is not an issue,
8 we're talking about a 30-day minimum here.

9 TRUSTEE ROBINS: Or within the 30-day minimum,
10 even, you know.

11 MAYOR STUESSI: The question is, I think
12 Trustee Brennan proposed to the Board, as did Lily
13 first, should we be looking at some sort of, call it
14 a loop hole, but some ability --

15 TRUSTEE PHILLIPS: Carve-out.

16 MAYOR STUESSI: -- for a certain section of the
17 community who lives in their house --

18 TRUSTEE ROBINS: Right.

19 MAYOR STUESSI: -- to be able to rent for less
20 than 30 days, because that's not currently
21 contemplated in what's been proposed by the Code
22 Committee. The Code Committee's proposal is with a
23 minimum 30-day rental, no outs.

24 TRUSTEE ROBINS: I'm not sure how I feel about
25 that in terms of developing some language for that,

1 really. And like I said, you know, if the person is
2 advertising it on Airbnb or on some kind of social
3 media platform, I don't think they should be allowed
4 to do that.

5 MAYOR STUESSI: Even in the cases Lily or
6 Patrick suggested, if somebody who's living there
7 and, you know, they're trying to earn some extra
8 income, stay in their house?

9 MR. BOLANOS: Sorry to interrupt, but that
10 exists already in a two-family. If you're --

11 TRUSTEE PHILLIPS: Alex, Alex.

12 MR. BOLANOS: I'm sorry.

13 MAYOR STUESSI: Yeah.

14 TRUSTEE BRENNAN: Yeah.

15 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I think
16 that --

17 TRUSTEE BRENNAN: I'm generally not in favor of
18 short-term rentals, Airbnbs. I think they have other
19 quality of life impacts, negative impacts on the
20 community. I think there is an argument to be made
21 that it does aid in affordability in some
22 circumstances. If someone, if someone could make an
23 argument that says if I could rent out my bedroom six
24 times in the summer, it helps me because I need that
25 extra income, because maybe I'm on a fixed income or

1 limited income, and they could also make the argument
2 that that is a lower impact than having another
3 family and another car in a second dwelling on the
4 property year-round, right?

5 TRUSTEE PHILLIPS: Then maybe the terminology
6 for that shouldn't be short-term rental, it should be
7 boarding a room.

8 TRUSTEE ROBINS: That's what I'm saying.

9 TRUSTEE PHILLIPS: In other words, taking that
10 term away and creating a different definition and a
11 different set of -- if you're going to rent a room
12 out for that, calling it boarding -- you know,
13 renting a -- boarding a -- a boarding room or
14 something, so that it sweeps it away from the term
15 short-term rental, which we all are really -- in all
16 honesty, regardless if some people are doing bedrooms
17 in this community, my mind is the apartments that are
18 being rented out where we have two apartments that
19 are being rented out as Airbnb and not following the
20 owner-occupied exemption, which in my mind was well
21 intended, and it was trying to compromise, but the
22 compromise isn't working.

23 TRUSTEE BRENNAN: Yeah.

24 TRUSTEE PHILLIPS: And the community has spoken
25 about that.

1 TRUSTEE BRENNAN: Yeah. That was designed to
2 encourage accountability, where someone's living
3 there, there's not going to be excessive noise or
4 people misbehaving. I think that makes, makes a lot
5 of sense, but that's been abused, for sure.

6 TRUSTEE PHILLIPS: So, I mean, that's -- I
7 mean, Brian, that's -- am I off base with saying
8 changing the terminology to boarding of a room or a
9 boarder, or something other than --

10 ATTORNEY STOLAR: It's going -- what I am going
11 to propose is something similar to what New Orleans
12 just received approval from the court, I think
13 yesterday, in fact.

14 TRUSTEE PHILLIPS: Oh, okay.

15 ATTORNEY STOLAR: And they define it as, "Use
16 and enjoyment of a dwelling unit or any portion
17 thereof by one or more guests for a period of less
18 than 30 consecutive days in exchange for money,
19 commodities, fruits." You don't need to include
20 fruits.

21 TRUSTEE PHILLIPS: Fruits.

22 (Laughter)

23 ATTORNEY STOLAR: "Services or other
24 performances."

25 TRUSTEE ROBINS: Services, huh? Well, that

1 doesn't sound too good.

2 ATTORNEY STOLAR: New Orleans.

3 (Laughter)

4 ATTORNEY STOLAR: So that takes out the element
5 that we were concerned with, the family relationship,
6 and limits it to what is clearly a barter or a
7 room-for-rent situation.

8 TRUSTEE BRENNAN: Brian, I have a question.
9 Why is it that the prohibition of dumpsters is in
10 this chapter, dumpsters in a residential
11 neighborhood? It seems like it should be somewhere
12 else.

13 MAYOR STUESSI: I don't remember seeing that.

14 TRUSTEE DOUGHERTY-JOHNSON: I remember seeing it.

15 MAYOR STUESSI: Yeah.

16 TRUSTEE DOUGHERTY-JOHNSON: I'm just trying to
17 find it again.

18 TRUSTEE PHILLIPS: No, it's in here.

19 TRUSTEE BRENNAN: It's in there.

20 TRUSTEE DOUGHERTY-JOHNSON: Oh.

21 TRUSTEE BRENNAN: I think there's valid reason
22 to prohibit dumpsters in a residential area, because
23 they encourage pests and it's unsightly, but I'm just
24 wondering if this is the right place for it.

25 TRUSTEE PHILLIPS: It might have been because

1 there's some multi-families that --

2 MAYOR STUESSI: That's probably how it ended up
3 there way back when.

4 TRUSTEE PHILLIPS: That's way back when with
5 the multi-family housing, because, you know, most,
6 most of them, if they have the two or three
7 apartments, they have the dumpsters in the back
8 sometimes.

9 MAYOR STUESSI: Yeah, because the code doesn't
10 allow dumpsters, except for a limited amount of time
11 for construction.

12 TRUSTEE PHILLIPS: On construction. Otherwise --

13 TRUSTEE BRENNAN: Yeah, which makes sense.

14 MAYOR STUESSI: Uh-huh.

15 TRUSTEE BRENNAN: We do have dumpsters in
16 multi-family houses here in the Village.

17 MAYOR STUESSI: Yeah.

18 TRUSTEE PHILLIPS: Yes.

19 TRUSTEE BRENNAN: So it's not being enforced, I
20 guess.

21 ATTORNEY STOLAR: If --

22 TRUSTEE BRENNAN: So --

23 ATTORNEY STOLAR: I'll look for it, and if it's
24 not appropriate, we can can it.

25 TRUSTEE BRENNAN: I'm not saying it's not

1 appropriate. I'm saying -- I'm question where it
2 should be.

3 ATTORNEY STOLAR: Right, not appropriate in
4 this chapter.

5 TRUSTEE BRENNAN: Yeah. It's 103-12(H).

6 MAYOR STUESSI: All right. So back to this
7 rental --

8 ATTORNEY STOLAR: Good question.

9 MAYOR STUESSI: -- of less than 30 days. Does
10 the Board feel that we should figure out how to make
11 some sort of carve-out for somebody who is truly
12 owner-occupied, legitimate resident, pays their taxes
13 here, works here, lives here? Because now's the time
14 to discuss it. Otherwise, we should move this
15 forward for a Public Hearing, otherwise, I mean, have
16 the changes made.

17 TRUSTEE ROBINS: You say, Patrick, you say you
18 know a number of people that do this?

19 TRUSTEE BRENNAN: Yeah. Again, I'm not, I'm
20 not endorsing it or anything.

21 TRUSTEE ROBINS: Yeah, okay. I'm just --

22 TRUSTEE BRENNAN: But I'm aware that it's
23 happening, and I guess I'd like to have them come
24 speak to us.

25 MAYOR STUESSI: I don't know how to get them

1 here, other than --

2 TRUSTEE BRENNAN: Public Hearing.

3 MAYOR STUESSI: Right, but --

4 TRUSTEE ROBINS: Well, they may not show up.

5 TRUSTEE PHILLIPS: You have to be -- you have
6 to have the terminology put into --

7 TRUSTEE BRENNAN: I'm saying you don't -- don't
8 include it and they'll show up.

9 TRUSTEE PHILLIPS: Don't include it and they'll
10 show up?

11 (Laughter)

12 TRUSTEE DOUGHERTY-JOHNSON: Yeah, well, because
13 if people are upset about it, they will.

14 ATTORNEY STOLAR: Don't expect people who are
15 potentially in violation to show up.

16 TRUSTEE DOUGHERTY-JOHNSON: Well, they're not
17 necessarily right now in violation.

18 ATTORNEY STOLAR: Potentially. Those who fear
19 they may be, you know, it's -- they're not going to
20 show up voluntarily.

21 MAYOR STUESSI: So your suggestion would be,
22 with, with the brief other changes we've talked
23 about, that we schedule a Public Hearing with a hard
24 30-day minimum, and then we'll get these people, we
25 can listen to their comments, and then make a

1 decision to modify at that point?

2 TRUSTEE BRENNAN: I think that's one way.

3 That's where you're at, right?

4 TRUSTEE PHILLIPS: Right.

5 MAYOR STUESSI: Yeah.

6 TRUSTEE PHILLIPS: I mean, if that's the Board
7 decision, as that you want it.

8 MAYOR STUESSI: Yeah.

9 TRUSTEE PHILLIPS: But, as I said, the -- bah,
10 bah.

11 TRUSTEE ROBINS: That makes sense.

12 TRUSTEE PHILLIPS: The Code Committee felt that
13 we needed to deal with short-term rentals to even --
14 to keep the path moving towards seeing what was going
15 to get -- if the code was approved, what's going to
16 happen with, with some of these properties, where
17 people will figure, "Well, maybe I don't really want
18 to deal with short-term rentals anymore, and I don't
19 want to deal with long-term rentals either." So they
20 may decide that they -- you know, this is not for
21 them any longer. Or they may find somebody who says,
22 "Okay, well, I could still rent and do long-term
23 rentals, because that will make more of a financial
24 sense to me in my situation," which is why we came up
25 with the January 1st date, was so -- because most of

1 them have already started to book their Airbnbs.

2 MAYOR STUESSI: Yeah, that makes sense, right.

3 TRUSTEE PHILLIPS: Right. So January -- you
4 know, this gives them the summer to think about when
5 we pass the code, however it's written, to be fair in
6 their properties, because you just don't want to come
7 across and just cut somebody's investment off like
8 that. It's just -- that's not fair, okay? That's
9 not what we should be. So that's why the
10 January 1st, 2025 date, okay?

11 TRUSTEE BRENNAN: I think that makes sense.

12 MAYOR STUESSI: Okay. Lily, does that make
13 sense to you?

14 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I mean, I
15 think that's fine.

16 MAYOR STUESSI: Okay.

17 TRUSTEE DOUGHERTY-JOHNSON: It's just a thought
18 I have.

19 MAYOR STUESSI: Okay.

20 TRUSTEE DOUGHERTY-JOHNSON: I think there might
21 be people who do come speak. There might be -- they
22 might also --

23 MAYOR STUESSI: Yeah. I would encourage them to.

24 TRUSTEE DOUGHERTY-JOHNSON: Right.

25 MAYOR STUESSI: And we have time to make

1 changes --

2 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

3 MAYOR STUESSI: -- especially looking at the
4 date of January of --

5 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

6 MAYOR STUESSI: -- next year. We obviously
7 want to over the next 60 days to gather comment
8 through the Public Hearing, make modifications as we
9 feel appropriate based upon public comment, and move
10 it forward. Julia, you're good with that?

11 TRUSTEE ROBINS: Yeah, I'm good with that.

12 MAYOR STUESSI: Okay. We have a *Review of a*
13 *Local Law in relation to the imposition of fees by*
14 *the Board of Trustees resolution* coming up. This was
15 pulling out all of the fees from the code itself and
16 moving them into a separate policy matter.

17 Next item up is *Discussion on Downtown*
18 *Revitalization grants*. So over the next 60 days, I
19 would say, there is a number of different potential
20 grants that are going to be coming up that I'm going
21 to be looking to the Board for some insight. We're
22 going to schedule a couple of meetings with the
23 community as well. But there's some -- a lot of
24 noise in the Fire Department tonight.

25 (Laughter)

1 MAYOR STUESSI: There's a good number of
2 opportunities as part of this for us to participate.
3 The big one with a May --

4 (Siren Sounded)

5 MAYOR STUESSI: A May deadline being the larger
6 State Downtown Revitalization grant, separate from
7 what we had applied for, is what's called NY Forward,
8 which is a subset of DRI. DRI, as we've talked about
9 before, is a \$10 million grant that goes to larger
10 municipalities like the Town of Riverhead got last
11 year. We've been encouraged by the State to apply
12 for a NY Forward grant, which would be \$4 1/2 million,
13 relating to downtown revitalization.

14 There's a whole number of things that we can
15 potentially suggest. And then if we were to win the
16 grant, it then goes back out to the public and groups
17 to make suggestions on how to do that. There's also
18 a couple of County ones coming up as well.

19 All of this is going to take some additional
20 resources by the Village to actually do the written
21 work and the documentation and help collate public
22 input. I'm going to be suggesting at our next
23 Work Session potentially bringing on, or in advance
24 of it as part of the Work Session, bringing on a
25 separate grant-writing group apart from what we've

1 been getting from Susan Stohr, who has contracted a
2 number of things, and we have, you know, continued
3 utilizing her. She, as you'll recall, we extended
4 her agreement for the microgrid. She is also working
5 on the ferry terminal --

6 TRUSTEE PHILLIPS: Correct.

7 MAYOR STUESSI: -- for us. Pardon me?

8 TRUSTEE PHILLIPS: No, I'm just --

9 MAYOR STUESSI: The ferry terminal.

10 TRUSTEE PHILLIPS: Terminal, yeah.

11 MAYOR STUESSI: And then the big one as well,
12 of course, is the \$3 million grant that we have stuck
13 in the United States Congress at the moment for
14 replacing the bulkhead wall. I will say I'm -- I
15 don't want to say saddened, but relieved that
16 Congress voted today for the bill that ours is stuck
17 in to extend only for a week. So, hopefully --
18 apparently, this is one of four bills that was
19 supposed to be resolved by tomorrow. Congress has
20 now committed to extending to next Friday,
21 apparently, the Transportation Bill.

22 I've been in touch with both Senator Schumer's
23 Office and Congressman Lalota's Office.

24 TRUSTEE PHILLIPS: Yes.

25 MAYOR STUESSI: Our \$3 million is still in

1 there, and at this point there's no reason to think
2 that it shouldn't get approved by next Friday.
3 Apparently, everybody's in alignment with this.
4 This is one that Susan's working on, I've been
5 talking to her as well. So that's good news. We
6 should know by next Friday, unless they try and kick
7 the can down the road again, which wouldn't be a
8 surprise when we all know what's going on with
9 Congress, but they do seem all committed to getting
10 this done by next Friday.

11 And so, you know, very simply, the goal would
12 be to bring on another group together with her to
13 work on additional grants in some of these State and
14 County ones that should be able to get us a good
15 amount of funding.

16 We have got some money set aside from the last
17 budget. We're also working on the new budget, which
18 is going to be coming in front of the Board. So we
19 would be looking to keep this within the overall
20 budget for all of that.

21 As it relates to the transition with Paul
22 retiring, I'm going to share a reorganization chart
23 which would look at splitting his role into two
24 different roles, which is actually how Paul came into
25 the Village many years back. I don't know if Julia

1 was on the Board at the time with Mary Bess --

2 TRUSTEE ROBINS: Yeah.

3 MAYOR STUESSI: -- when he came in. And so he
4 came in originally as a utilities role, and we had a
5 separate Community Development role. And I think
6 that's where things will sort of best be served with
7 the Village moving forward relative to the level of
8 expertise we're going to need in order to support
9 assisting with all of the grants, and the management,
10 and call it Community Development, and then looking
11 separate and aside at utilities. Obviously,
12 utilities is a real specialty, and we were very
13 fortunate with Paul's engineering background when he
14 came in and with some of his utilities work.

15 What we're going to be needing to deal with
16 over the next couple of years is some significant
17 work with utilities. We obviously have the sewer
18 emergency that was declared, and the study that is
19 just starting right now that was funded in order to
20 evaluate our entire sewer system.

21 The next thing we're going to be needing to
22 look into is the conversion of our power plant, as
23 we've talked about in the past couple of meetings
24 very briefly, is a -- you know, going from a
25 conversion of existing utilities that need to be

1 phased out per State guidance, together with needing
2 to look at the overall agreement we have with Hawkeye
3 Power, who's also going to have to phase out their
4 power as well with those, essentially those peaker
5 plants.

6 TRUSTEE ROBINS: Okay. I mean, our power,
7 basically, we have a contract with the New York Power
8 Authority for our hydropower. That's the big one,
9 and that goes through, I think -- is it 2028,
10 something like that? We just renewed that.

11 MAYOR STUESSI: Well, the issue is our power
12 plant which supports that needs to be phased --

13 TRUSTEE ROBINS: Our capacity.

14 MAYOR STUESSI: Pardon me?

15 TRUSTEE ROBINS: Our capacity.

16 MAYOR STUESSI: Not our capacity, our diesel
17 generating engines need to be phased out over time,
18 that's now a State requirement. And so we're going
19 to need to look to have the expertise on hand through
20 either consultants and/or bringing somebody on in the
21 Village who has this level of expertise to help us
22 get through this.

23 TRUSTEE ROBINS: Yeah. My understanding was
24 the way that works is we'll probably have to wind up
25 bypassing it if we can't supply it anymore from our

1 generators. I didn't hear that we have to --

2 TRUSTEE PHILLIPS: I think --

3 TRUSTEE ROBINS: -- mothball those generators.
4 Have you heard that, Mary Bess?

5 TRUSTEE PHILLIPS: Well, I think part of it is,
6 is with the emissions control -- I mean, the
7 emissions coming out, and there is a lot of
8 discussion. But I believe NYPA is involved in
9 discussions with, with the New York Power -- I mean,
10 with the -- yeah, New York Power Authority -- no.
11 The other regulatory agency within New York State.
12 I think there's much discussion for NYPA to continue
13 with the hydropower, but I think it's, it's something
14 that that's between, between agencies at the moment.
15 And the Mayor is right, there is a Federal -- I think
16 the EPA, I think, has a phase-out of --

17 MAYOR STUESSI: It's a State regulation.

18 TRUSTEE PHILLIPS: State regulation? Okay.

19 MAYOR STUESSI: These peaker plants are being
20 phased out.

21 TRUSTEE ROBINS: Yeah, but a peaker plant isn't
22 a part of the Village electric. I mean, that's
23 basically -- we lease the land to them --

24 MAYOR STUESSI: I know. We have --

25 TRUSTEE ROBINS: -- and they have a contract

1 with PSE&G.

2 MAYOR STUESSI: Our, our diesel plant is a
3 peaker plant.

4 TRUSTEE ROBINS: It's considered --

5 MAYOR STUESSI: I'm not talking about Hawkeye.

6 TRUSTEE ROBINS: We're considered a peaker? I
7 never --

8 MAYOR STUESSI: Oh, yeah. Ours, ours pollutes
9 significantly more than Hawkeye does.

10 TRUSTEE ROBINS: Right. Okay.

11 MAYOR STUESSI: If you look at the list of all
12 of them, it's considered one of the most polluting,
13 and we hardly ever run it. We test it.

14 TRUSTEE ROBINS: Right.

15 MAYOR STUESSI: It's there as part of our power
16 we have --

17 TRUSTEE PHILLIPS: But Paul --

18 MAYOR STUESSI: -- but it's eventually going to
19 be phased out.

20 TRUSTEE PHILLIPS: Paul did mention that in
21 some of his discussions --

22 MAYOR STUESSI: Yeah.

23 TRUSTEE PHILLIPS: -- as something we'll have
24 to look at. But I do know NYPA, which is the reason
25 why we have the attorneys that we have, the lobbyists

1 for us, that's part of their work, so.

2 TRUSTEE BRENNAN: So your reorganizing of
3 Village Hall, you're talking about eliminating The
4 Village Administrator's position?

5 MAYOR STUESSI: And splitting it into two, like
6 it was with the Village approximately 10 years ago.
7 And if you take a look at most of the Villages
8 around, they don't have Village Administrator
9 positions. You've got a Community Development or
10 Government Relations role, and then you've also got
11 where you have utilities, typically, somebody would
12 have utilities, too.

13 TRUSTEE PHILLIPS: Well, the Village --

14 TRUSTEE BRENNAN: There must have been
15 something else there, right?

16 TRUSTEE PHILLIPS: Well, the Village
17 Administrator --

18 TRUSTEE BRENNAN: Other responsibilities?

19 MAYOR STUESSI: What do you mean?

20 TRUSTEE BRENNAN: That the Village Administrator
21 currently has?

22 MAYOR STUESSI: Yeah. He's dealing with all of
23 the, you know, grants and other, other issues.

24 TRUSTEE BRENNAN: No, no, aside from grants and
25 utilities.

1 TRUSTEE PHILLIPS: I know what he's talking
2 about, the day-to-day operations.

3 TRUSTEE BRENNAN: Are there other responsibilities
4 that are going to get transferred to someone?

5 MAYOR STUESSI: Yeah. There's day-to-day that
6 would be absorbed by either the one role on each
7 side, together with the Clerk, with the Parks
8 Department as well. You know, everybody reports up
9 into Paul, and so that role, you know, would be
10 potentially split into two roles, which I'll share at
11 the next meeting and share an org chart. I'm just
12 talking very eye level at the moment.

13 TRUSTEE PHILLIPS: Patrick, what used to be
14 here is there used to be a Superintendent of
15 Utilities, which we did away with when we hired Paul,
16 and Paul became the Village Administrator. I feel
17 like this --

18 MAYOR STUESSI: Well, wasn't he hired as the
19 utilities person before he was then promoted to being
20 the Village Administrator?

21 TRUSTEE PHILLIPS: No. He was hired as the
22 Village -- no. He was hired as the Village
23 Administrator. At this time, the Nyce administration
24 combined both positions.

25 MAYOR STUESSI: Okay.

1 TRUSTEE PHILLIPS: Okay. And what was supposed
2 to happen was Paul was supposed to hire an assistant
3 to help him to delegate out other things, which never
4 happened. But, you know, originally, Paul was hired
5 as a Village Administrator to take care of utilities
6 and the day-to-day operations for everything else, it
7 was combined into one position. That's why we were
8 paying such a high fee, his salary was so high. But
9 before we had two separate, we had a Superintendent
10 of Utilities, and we had a Village Administrator, who
11 took over the Building Department responsibilities,
12 Patrick. The previous Village Administrator did the
13 Building Department, he worked with the Parks
14 Department. He did a lot of the day-to-day stuff,
15 and coordinated with the Mayor and the Board, and did
16 a lot of the, the CDBG activities, okay? So that's
17 what he did, or he or she did.

18 TRUSTEE ROBINS: You're not referring to Jack
19 Naylor, Jack Naylor, are you? That's not what he
20 did.

21 TRUSTEE PHILLIPS: No. Jack Naylor was the
22 Superintendent of Utilities.

23 TRUSTEE ROBINS: Superintendant of Utilities,
24 right.

25 TRUSTEE PHILLIPS: He just dealt with the, with

1 the Sewer Department and the Electric Department, and
2 he had the Road Crew under him. Well, Road Crew was
3 kind of quasi between the two.

4 And then our previous Village Administrator,
5 which was David Abatelli, he took over the
6 waterfront, the parks pretty much, as far as the
7 campground and those things. That's how it got
8 divvied out. And that's what the Mayor is talking
9 about, is certain things between both what Paul was
10 actually doing is going to be divvied out to two
11 different people as to how it relates to what they
12 have to do, okay? Does that make sense?

13 TRUSTEE BRENNAN: Sure. Yeah, sure. I just
14 would anticipate, and I'm sure you do anticipate,
15 that there's going to be an impact up and down the
16 administrative organization. So there must be other
17 responsibilities and things that are going to fall
18 into the Mayor's purview --

19 MAYOR STUESSI: Yeah, into the --

20 TRUSTEE BRENNAN: -- or the Clerk's --

21 MAYOR STUESSI: Absolutely.

22 TRUSTEE BRENNAN: -- would be the Clerk's lap.

23 MAYOR STUESSI: So now that's all I'm saying is
24 very eye level.

25 TRUSTEE PHILLIPS: And the Treasurer's as well.

1 MAYOR STUESSI: I'm going to share an
2 org chart in our official Work Session of how we
3 would be looking to be moving forward, clearly
4 delineating responsibilities going through.

5 TRUSTEE BRENNAN: Sounds good.

6 MAYOR STUESSI: And I will say both our
7 Acting Treasurer and Village Clerk have been doing a
8 phenomenal job in a lot of things. And we've already
9 been working through transition with Paul, and we've
10 got a weekly meeting that we now have, and doing
11 individual meetings, too, so there's a lot going on.

12 MAYOR STUESSI: Before we get to the resolutions,
13 is there anybody from the public that would like to
14 speak this evening?

15 MS. SHELBY: (Raised Hand).

16 MAYOR STUESSI: Val, you want to start? I
17 don't dare allow anybody in front of you, or they'll
18 get knocked down by you coming to the podium.

19 (Laughter)

20 MAYOR STUESSI: If you could please state your
21 name and address for the record. Uh-oh. You got a
22 speech there?

23 AUDIENCE MEMBER: Uh-oh.

24 MS. SHELBY: No.

25 MAYOR STUESSI: You're looking up your address?

1 (Laughter)

2 MS. SHELBY: Valerie Shelby, 526 Third Street,
3 Greenport. And I would like some clarifications on
4 Chapter 101. According to your Chapter 101-5,
5 animals are prohibited, no dogs, no domestic animals
6 allowed on the beaches, restricted. So I want to
7 know, I want clarification on what, what you're
8 trying to do.

9 MAYOR STUESSI: We are at the moment considering
10 what we want to do. And what we'd agreed to earlier
11 is in our next meeting, we're going to have sort of
12 comparisons to different municipalities, Southold
13 Town and some on the south side, for the Board to
14 review, and then take a look at what's allowed in
15 those places, and then the Board would have a
16 discussion in regards to it.

17 MS. SHELBY: In regards to allowing dogs on the
18 beach unleashed?

19 MAYOR STUESSI: Whether they're leashed or
20 unleashed, yes, and then within parks as well.

21 MS. SHELBY: Could I disagree?

22 MAYOR STUESSI: On discussing it?

23 MS. SHELBY: No, on allowing it.

24 MAYOR STUESSI: Yeah, you're welcome to. I
25 mean, we're not in Public Hearing considering

1 anything at the moment.

2 MS. SHELBY: Oh. So I could wait and come
3 back?

4 MAYOR STUESSI: You're welcome to wait, but
5 you're also welcome to express an opinion now as well.

6 MS. SHELBY: My opinion is I think you're going
7 to have a lot of lawsuits, a lot of hospital bills.
8 The potential danger of children getting hurt by a
9 scenario, you have somebody come unleash their dog,
10 they don't mind their owners. They're going to rip
11 and run all up and down the street, and I can't
12 outrun a dog, I'm sorry, I can't. And I'm afraid for
13 any children down there, I really am.

14 MAYOR STUESSI: If a dog is unleashed, you're
15 saying?

16 MS. SHELBY: If the dog is unleashed.

17 MAYOR STUESSI: Understood.

18 MS. SHELBY: But, first of all, they're not
19 permitted anyway, they just bring them anyway.
20 They're not permitted, the law is here. So you want
21 to change that altogether?

22 MAYOR STUESSI: Well, we're looking at it
23 across the board and trying to make decisions that we
24 can enforcement.

25 MS. SHELBY: But why? What --

1 MAYOR STUESSI: Well, right now, the Village
2 Code, just to be clear, outside of the parks and
3 beaches, dogs are allowed if they're under the
4 control of the owner. There's no leash requirement
5 in the Village.

6 MS. SHELBY: It's -- I don't understand when
7 it's a leash requirement all through New York State,
8 Southold Town. And I understand what law is in
9 Southold Town comes -- affects us. So I don't --

10 MAYOR STUESSI: No, not on this currently. So
11 that's what we're taking a look at, and appreciate
12 your comments, and you're welcome to come back when
13 we schedule a Public Hearing in regards to it. Our
14 next meeting we'll be discussing it and taking a look
15 at what language should be in there.

16 MS. SHELBY: And when is that, what date?

17 MAYOR STUESSI: Well, it will be the next
18 Work Session we'll be discussing it, and we would
19 then need to approve changes before we then schedule
20 the Public Hearing.

21 MS. SHELBY: I don't have anything against
22 dogs, I just think they, as Trustee Robins said, they
23 need a dog park. I don't think mixed use of people,
24 public and animals, it's going to -- it's not going
25 to jive.

1 TRUSTEE DOUGHERTY-JOHNSON: The Work Session is
2 on the 21st, Val.

3 MS. SHELBY: Oh, okay.

4 TRUSTEE DOUGHERTY-JOHNSON: But we didn't set
5 the Public Hearing yet, just so you know.

6 MS. SHELBY: I'll be back.

7 (Laughter and Applause)

8 MAYOR STUESSI: Anybody else from the public
9 that would like to speak?

10 MAYOR STUESSI: If I might, 101 -- oh, Im
11 sorry, I'm getting --

12 MS. SHELBY: 101-5.

13 ATTORNEY STOLAR: Yes, I got you.

14 MS. SHELBY: I looked at it.

15 ATTORNEY STOLAR: I'm good.

16 (Laughter)

17 MS. SHELBY: Okay, I know.

18 ATTORNEY STOLAR: You looked at the current
19 one, too?

20 TRUSTEE DOUGHERTY-JOHNSON: She doesn't have
21 the current one, because it's not public yet.

22 MS. SHELBY: I don't have the current one.

23 ATTORNEY STOLAR: No, the existing one.

24 TRUSTEE DOUGHERTY-JOHNSON: Yeah, yeah.

25 MAYOR STUESSI: Was there anybody from the

1 public that wanted --

2 MS. WADE: I do, but I think they wanted to go
3 more anxiously.

4 MAYOR STUESSI: Randy, please go ahead.

5 MS. WADE: Do you want to go?

6 MAYOR STUESSI: Randy, please.

7 (Laughter)

8 MS. WADE: Sorry. Wow, more great work. It's
9 just, it's overwhelming.

10 MAYOR STUESSI: If you could state your name
11 and address for the record, please.

12 MS. WADE: Sure, thanks. Randy Wade, Sixth
13 Street, Greenport. I sent you personal comments.
14 When we were just talking about the short-term
15 rentals, I think it would be really useful if at the
16 same time you slightly modified the Bed & Breakfast
17 regulations. I suggested a lot size and a house size
18 minimum that I know would allow for one house I'm
19 aware of, where they are now able to legally --
20 because especially if they don't have kitchens.

21 If people are renting a room and a bathroom,
22 or, you know, shared, they are such welcomed visitors
23 than these strangers coming into our Village.
24 They've been guided by a resident, they go patronize
25 the restaurants, they go patronize the stores, and

1 it's not like a hotel where it's impersonal, they're
2 like guests.

3 And so having a couple of them right near me, I
4 never notice, they're very quiet. And so I just
5 think the Village has really helped in that way. And
6 they -- these would absolutely not -- they would
7 never have, you know, renters be in their home like
8 that. The space would not turn over into any kind of
9 year-round rental. So it's just something that is a
10 big -- a benefit.

11 So if you could just modify the Bed and
12 Breakfast regulations, as I suggested, with the lot
13 size smaller, if you're renting one bedroom, and the
14 building size smaller, I think that would be really
15 nice and take care of a lot of issues.

16 And I agree about a dog run, I think it would
17 be great to have a dog run, and I'm glad you're
18 looking into that. And that would be something
19 that --

20 (Siren Sounded)

21 MS. WADE: My guess is, I think, Patrick, you
22 were charged with coming up with the infrastructure
23 and looking at all our assets and liabilities and how
24 to best utilize our --

25 (Siren Continued to Sound)

1 MS. WADE: Yay.

2 (Laughter)

3 MS. WADE: How to use our real estate assets,
4 and -- this is a long one. I hope everybody's okay.
5 You think it's good now? Okay. So the scavenger
6 waste treatment fenced in area that's a junkyard
7 right now, there must be some way to figure in a dog
8 park over there, that would be nice.

9 And I agree with you, that the Moore's Lane
10 camp is -- should be re-thought. But I also think
11 that we have a need for seasonal workers, and so if
12 we gave priority to -- I don't think we should be
13 giving priority to people coming from Florida with
14 hundreds of thousands of dollars worth of an RV. But
15 if we were giving priority to local workers, housing
16 local workers, I think that makes a lot of sense.

17 And just a couple of things to keep in mind.
18 I'm glad you're creative about looking in different
19 opportunities for housing and all. I'm always
20 bothered by driving into Greenport from the west and
21 seeing the State DOT Sanitation right there. It just
22 seems like it should be rural when you come into
23 Greenport and woodsy, and so I would hate to see like
24 sort of sprawl. And there's also some need for that
25 weird kind of funky mixed use that we have, because

1 we do have, you know, a contractor using a yard.

2 We've got --

3 MAYOR STUESSI: Are you talking about Town
4 zoning right now?

5 MS. WADE: Yeah.

6 MAYOR STUESSI: So I would, I would encourage
7 you to come to the March 7th meeting.

8 MS. WADE: I will, but I --

9 MAYOR STUESSI: It's specifically addressing
10 Town zoning.

11 MS. WADE: Okay.

12 MAYOR STUESSI: That's not really -- while
13 we're hosting them, that's under Town control.

14 MS. WADE: I know, but you're our Greenport
15 representative, so I guess I am speaking directly to
16 you, because you made statements during the meeting
17 about how you'd like to see dense multi-family on our
18 outskirts, and maybe that's good, and -- but I just
19 think we have to think of all different things and --

20 MAYOR STUESSI: Yeah. I'm just suggesting
21 you --

22 MS. WADE: I'll do it there, too.

23 MAYOR STUESSI: -- speak widely in front of the
24 Town, the community that's there, because we don't
25 have the ability to effect that beyond participating

1 in the process.

2 MS. WADE: Yeah, yeah, okay. And thank you.

3 Yeah. Thank you very much for all you're doing.

4 MAYOR STUESSI: Thank you so much.

5 MS. SHELBY: Can I say something else I forgot?
6 Sorry.

7 MAYOR STUESSI: Please.

8 MS. SHELBY: I'm not sure if I heard you
9 correctly about swimming, where you only want us to
10 swim in the protected area. Is that true?

11 MAYOR STUESSI: We were discussing what the
12 code says, and then evaluate what we should do to
13 clean up some language in the future.

14 TRUSTEE PHILLIPS: And insurance responsibilities.

15 MS. SHELBY: On the -- everybody born and
16 raised in the Village of Greenport knows if you don't
17 swim in the protective area, you're swimming at your
18 own risk and --

19 TRUSTEE PHILLIPS: Val, not to interrupt, but,
20 I mean, I know in the past, I -- over the years of me
21 living here as long as I've lived here, there have
22 been postings in the past on the other side of the
23 bound-in area that says "Swim At Your Own Risk".
24 There are signs -- those signs haven't been up for a
25 long time.

1 MS. SHELBY: I don't mind those signs being up.
2 I mind you making me swim in the protective area.

3 TRUSTEE PHILLIPS: I don't think that's -- I
4 don't think that's what -- what the question is, is
5 twofold. The question is, is you could swim at your
6 own risk. You have the area that is for the
7 permitted area that has the lifeguards. Some people
8 have suggested that we expand the enclosed area,
9 which would include us having to hire more
10 lifeguards.

11 There's been a lot of discussions about
12 continuing what you and I have continued over the
13 years, but there's also the question of insurance
14 liability to make sure that we've got ourselves
15 covered in case for some reason there is and it's --

16 MS. SHELBY: Well, do we want to go way back
17 when the protective area was around the dock?

18 TRUSTEE PHILLIPS: Well, who knows? That's a
19 discussion. I mean, you know, that's a discussion
20 for the public when we go out for the public hearings.

21 MS. SHELBY: And that's going to be the 21st?

22 TRUSTEE PHILLIPS: No, we're not there yet.

23 MAYOR STUESSI: It's going to be a while
24 longer.

25 (Laughter)

1 TRUSTEE PHILLIPS: Val --

2 MS. SHELBY: You just want me to keep coming
3 back, but I'm not gonna.

4 (Laughter)

5 MS. SHELBY: Thank you.

6 MR. CORSO: Hi. I'm Joe Corso, and I'm the
7 property owner of 4 Sandy Beach Road in Greenport. I
8 just want to make a couple of comments about,
9 you know, that whole sewer project that we've been
10 trying to accomplish between Green -- Sandy Beach and
11 Safe Harbor.

12 Now I'm aware of, you know, that there's been
13 an emergency moratorium put on for six months. I
14 never had any illusions that we would be at this
15 point having the funds to accomplish what we're
16 trying to do, bring the sewer line to Sandy Beach and
17 to Safe Harbor.

18 Subsequently, a couple of things. My concern
19 is that with the much larger program you're trying to
20 accomplish with the overall project, upgrading all of
21 the sewer system in Greenport, that, you know, we've
22 been trying to get a sewer line in Greenport. I've
23 had the property for 35 years. You know, we've been
24 trying ever since I've been there to try and get a
25 sewer line in, and I would say in the last two years

1 we have actually seemed to be generating some
2 momentum. And my concern now is if we wind up trying
3 to include that project with the much bigger upgrade,
4 this is going to take years. You know, we're going
5 to be looking at probably another 10 years to try and
6 get funding.

7 On the funding side, I've been doing a lot of
8 contacting of the various Legislator offices. You
9 know, we did have a meeting back in December, which,
10 Patrick, you were there, Mayor, you were there. We
11 had a representative from Lalota's Office there.
12 Al Krupski, who was at the time was still our Suffolk
13 County Legislator, he was there, knowing that he was
14 going to be the Supervisor. You know, so we tried to
15 get a lot of the people where we could look at
16 funding sources.

17 Subsequently, I've been in contact with a lot
18 of these groups. I've talked to now also Senator
19 Palumbo's Office, Assemblyman Thiele, again, Lalota's
20 Office. We did submit some paperwork for the CPF
21 funding, Community Project Funding. We have been
22 putting in that the Village is really going to be the
23 lead on this, you know, we're not going to get the
24 money, you know, directly.

25 So, you know, the concern, again, is, you know,

1 with, with the homeowners, anybody who wants to do
2 any major upgrades on their homes, and, you know, a
3 lot of people want to raise their homes, they need
4 to -- they're going to need to put in one of those
5 nitrogen reduction systems. Now the water table over
6 there is very low. You know, the septic systems
7 there are only going down bout three feet before you
8 hit water. So some of the systems that are in there,
9 they're massive tanks that are going in, so they
10 really don't -- you know, the smaller tanks are just
11 not going to work, you know, in that location. The
12 properties have very limited space to work with.

13 And, you know, and again, I can't speak for
14 Safe Harbor. Basically, their, you know, need is
15 really to try and get the Porto Bello Restaurant
16 hooked up, because their, you know, their systems
17 over there are, you know, antiquated also.

18 So, you know, the reason I'm here is, is
19 there -- I'm happy to keep contacting our other
20 Legislative offices and try and push for funding, but
21 is there a way we can still try and do just the
22 Sandy Beach/Safe Harbor project instead of looking at
23 the total pictures of the Village? Because I just
24 feel like, you know, when I look at what some of the
25 other communities on the Island are -- where they're

1 getting their funding from, some of these projects
2 are taking, you know, 10, 15 years to get the funding
3 to do these massive projects, and we're a much
4 smaller project.

5 We're looking at about maybe a \$3 million
6 project, which part of that 3 million, the homeowners
7 have committed to putting up \$15,000 each towards
8 that project. And there are contracts that have been
9 signed with the Village, and the homeowners have put
10 down \$1500 as a good -- you know, good-faith down
11 payment towards that 15,000, which is unusual that,
12 you know, the homeowners are going to have to pay for
13 the line, because now we still have to do our own
14 hookups and everything else, so -- and Safe Harbor
15 has committed to a certain amount of money.

16 The amount that we're probably looking for, I'm
17 telling a lot of these offices, give us the whole
18 3 million, you know, if we can do it. If we get
19 something less, if we can piecemeal it, but, you
20 know, I don't want to overstep the Village's efforts
21 by doing something in the back. And is there a way
22 that there would be a liaison that maybe I can
23 communicate with, so that we're both on kind of the
24 same page?

25 MAYOR STUESSI: So, if I remember correctly,

1 and you might remember, or Trustee Brennan might, but
2 I believe the meeting we had in December was
3 literally the day after we had that major --

4 MR. CORSO: Right.

5 MAYOR STUESSI: -- catastrophic rain.

6 MR. CORSO: I think it was that day.

7 MAYOR STUESSI: Was it the same?

8 MR. CORSO: I think it was the same, or the
9 day --

10 MAYOR STUESSI: I can't remember. I remember
11 the water.

12 MR. CORSO: Or the day before, yeah.

13 MAYOR STUESSI: Yeah. But, you know, that,
14 that's the main line, as I believe you recall of
15 virtually everything leaving the Village --

16 MR. CORSO: Yes.

17 MAYOR STUESSI: -- which is all the
18 residential, all the commercial. There's really only
19 one very small piece outside the Village that comes
20 in separately that broke, it's the second time it's
21 broken. And so what we've done as part of that is
22 we've funded a study that has started, and it's to be
23 completed, if my memory serves me correctly, in about
24 30 days of looking at all of the existing lines,
25 together with the pump stations as well. And then

1 the goal of our Board, obviously, would be to look at
2 prioritization of what needs to be done or what
3 doesn't need to be done.

4 What I would say is that there's going to be
5 certain things, like potentially that main line, or a
6 piece of it, getting replaced, as well as some of the
7 pump station work, which hasn't been done over many
8 years. But then there's other areas that we might
9 take a look at prioritizing, which might be ones that
10 are closer to the water where there's pollution
11 sources.

12 I don't want to presuppose how things get
13 ranked, but I would commit to keeping you involved in
14 the process. And I would say to your point, the way
15 something's going to get done is by the Village
16 partnering on it, and then looking at what those
17 priorities are as part of an overall plan over the
18 next few years.

19 I will say, from having discussions with
20 Lalota's Office, Peter, who was there --

21 MR. CORSO: Uh-huh.

22 MAYOR STUESSI: -- also Senator Schumer's
23 Office, the County, there's a lot of support for
24 doing the work that's going to need to be done.

25 MR. CORSO: Right.

1 MAYOR STUESSI: We're in a somewhat different
2 position, though, than some of the others ones that
3 you mentioned, which have taken many, many years and
4 decades, which are starting an entirely new sewer
5 plant.

6 MR. CORSO: Uh-huh.

7 MAYOR STUESSI: We have an existing plant.

8 MR. CORSO: Exactly.

9 MAYOR STUESSI: And so it's a matter of looking
10 at where we want to expand to in your case, and then
11 looking at where we have infrastructure work that
12 needs to be done.

13 MR. CORSO: Right.

14 MAYOR STUESSI: The Board is welcome to opine.
15 There was actually something in the newspaper this
16 morning that I wrote. I'm all for bringing sewer to
17 people who live here way before we look at extending
18 outside the Village to other hotels.

19 MR. CORSO: Uh-huh.

20 MAYOR STUESSI: And so, you know, my personal
21 belief, and I welcome the Board to opine, is we
22 should be looking towards our existing residents, and
23 potentially, if we create more affordable housing in
24 the Village, long before we start looking at bringing
25 it to potential hotel projects outside the Village.

1 MR. CORSO: I would hope for that, because,
2 you know, again, we would be all brand new infrastructure.
3 We're not looking at rebuilding pipes that are out
4 there already, since we'd be brand new.

5 My question, my only concern is now, with the
6 contracts that we have signed with the Village, is
7 that we've done an extension already. It was
8 supposed to -- we had to extend it from the end of
9 2023 to 2024. Where do we go from here now? You know,
10 we -- because we're going to start to get people
11 being concerned. You know, they ponied up \$1500, and
12 now do we extend it again? Because, quite frankly,
13 I'm not getting I real cozy feeling that we're going
14 to be doing anything this year. So now we've got
15 these contracts that are going to be expiring at the
16 end of this year. Do we do another longer term
17 extension? How do we handle that? Because I'm --
18 you know, I'm going to have to give something back to
19 the homeowners as to --

20 MAYOR STUESSI: Well, I think if you give us
21 the chance to get this study completed, and then we
22 can talk in a month to 45 days, and I'll be glad to
23 call and find out where we are on timeline for it
24 tomorrow --

25 MR. CORSO: Okay.

1 MAYOR STUESSI: -- and let you know.

2 MR. CORSO: Okay.

3 MAYOR STUESSI: And then we can make a decision
4 after that what we're taking a look at. But there's
5 really going to be a lot for the Village Board to
6 consider --

7 MR. CORSO: Uh-huh.

8 MAYOR STUESSI: -- relative to how we want to
9 rank priorities --

10 MR. CORSO: Right.

11 MAYOR STUESSI: -- going forward, and then what
12 the funding needs are going to be. But I will say
13 that everybody unequivocally has been, you know, we
14 want to do what we can to help support the Village,
15 including the State Government as well directly --

16 MR. CORSO: Okay, okay.

17 MAYOR STUESSI: -- through the Governor's
18 Office.

19 MR. CORSO: Yeah. I just -- like I said, I
20 just need to give the homeowners some encouragement
21 of where we are with this and --

22 MAYOR STUESSI: But one thing I would ask, too,
23 is are you familiar with the historic study that was
24 done in the Village approximately five years ago? I
25 think it was 2019 it came out. There was a State

1 plan -- program that came in and did a full analysis
2 of the Village and made recommendations on places in
3 the Village that should be protected due to them
4 being considered historic. One of the places that
5 was recommended with a historic designation was
6 Sandy Beach --

7 MR. CORSO: Interesting.

8 MAYOR STUESSI: -- because of the history
9 there --

10 MR. CORSO: Uh-huh.

11 MAYOR STUESSI: -- of, you know, of course, the
12 original shellfish --

13 MR. CORSO: Right, right.

14 MAYOR STUESSI: -- houses.

15 MR. CORSO: No, I'm not familiar with that,
16 but --

17 MAYOR STUESSI: I'll be glad to send it to you
18 to share with the community.

19 MR. CORSO: Uh-huh.

20 MAYOR STUESSI: But there might be potentially
21 an enhanced tie-in because of the -- if the, if the
22 community there was interested in being protected
23 under historic designation, there's additional
24 funding opportunities when you're under historic
25 designations as well.

1 MR. CORSO: Interesting. The only concern
2 there is that a lot of times when you have a Historic
3 District, then there are a whole lot of other
4 restrictions that come with what you want to do to
5 your property and your homes, but I'm more than
6 willing to like look at it. At this point, I'm just
7 going around beating the bushes --

8 MAYOR STUESSI: Yeah.

9 MR. CORSO: -- to try and find where can we get
10 the funding to at least do that part of the project,
11 so that's, you know, that's a concern. But, okay,
12 that's all I have.

13 MAYOR STUESSI: All right.

14 MR. CORSO: Thanks.

15 MAYOR STUESSI: I will call you tomorrow after
16 I talk --

17 MR. CORSO: Okay.

18 MAYOR STUESSI: -- to the engineering team.

19 MR. CORSO: Appreciate it. Thanks.

20 MAYOR STUESSI: You're welcome. Anybody else?

21 MR. BOLANOS: Hello. Alex Bolanos, 9395 Main Road,
22 East Marion, New York 11939. Good afternoon. Hope
23 all are well. Just have several questions. There
24 was a lot discussed tonight.

25 One of my main questions is everything sounds

1 great as far as, you know, the gas-powered blowers.
2 But normally, when I use my gas-powered blower, I use
3 my gas mower before I use my gas-powered blower. So
4 now will my gas-powered motor -- mower will eventually be
5 infringed upon?

6 I also work concrete. I have a cement concrete
7 mixer that works with gas, it also makes noise, just
8 like a lot of vehicles and a lot of other things make
9 noise. So my question is who will enforce all these
10 laws coming forth, you know, by our Board here, our
11 delegates of five?

12 Also, ADU is far more beyond zoning, as
13 Trustee Phillips mentioned before. There's
14 population issues, there's education issues that need
15 to be considered, there's transportation issues,
16 there's sanitary issues. So there's a lot, a lot
17 besides zoning. And I deal with zoning, so I'm
18 familiar with it, and I agree.

19 ADUs will also increase nonconformity. The
20 code in the Village is one dwelling, one lot. I come
21 from Astoria, I was raised in Brooklyn, I come from
22 row houses, that's the reason I live here. So I'm
23 not in row housing. Eighty units near the beach, it
24 sounds like row housing to me, but if we could do it,
25 and the people are happy, let's do it, I'm all in.

1 Ms. Shelby, to address your question, why the
2 question about dogs is being brought up, is because
3 one Trustee a few sessions back, and it's all
4 recorded, you could go back, I'll be happy to share
5 it with you, on record said she doesn't agree with
6 the law, she breaks the law, and she will continue to
7 break the law, therefore, the law should be removed.
8 That's one of five members sitting on this panel.

9 Another member just said today that he's aware
10 that people rent rooms, which is also illegal. And I
11 had the Mayor in my office talking to me about a
12 movie theater that's being built without permits,
13 that's also illegal.

14 But, I mean, I'm here to support the Village,
15 and I will do anything I can, believe you me, I will
16 be at those meetings with you. And I would like to
17 leave everybody with that, and I'll see everybody
18 tomorrow at Village Hall. Thank you.

19 MS. SHELBY: Thank you.

20 MAYOR STUESSI: Is there anybody else from the
21 public that would like to speak?

22 MR. LEHMANN: Robert H. Lehmann, 535 Third
23 Street. Is there any possibility that we can get a
24 nice chain on Monsell Trail? We're trying to get --
25 we've got quite a collection of garbage on Monsell

1 Trail again.

2 MAYOR STUESSI: I'm sorry, what was that about
3 Monsell Trail?

4 MR. LEHMANN: A lot of garbage and stuff on
5 Monsell Trail.

6 MAYOR STUESSI: And what was the question about it?

7 MR. LEHMANN: Could we possibly put up a chain?
8 Would the Village be able to do that?

9 MAYOR STUESSI: Yeah.

10 MR. LEHMANN: Just keep the cars from going
11 through.

12 MAYOR STUESSI: We're looking at adding a chain
13 there, and then also at the entrance of Moore's Woods
14 off of Main Road, that's no longer there.

15 MR. LEHMANN: All right. And maybe -- and we
16 could do something about that Webb Street. Up at the
17 end of Webb by Frank Field's old place, you got quite
18 a duplex going up there. Somebody built a nice, big,
19 old tent house, actually like the one on Monsell
20 Trail.

21 (Laughter)

22 MR. LEHMANN: But his is a little better,
23 because it's made out of brick, he's got a chimney,
24 he's got windows in it, he's got siding, it's quite
25 impressive. I hope the guy's -- I hope he's still

1 alive. I haven't been back there in a while, but
2 maybe something could be done.

3 MAYOR STUESSI: Yeah, we've had a lot of issues
4 in the woods here and in Southold Town with people.

5 MR. LEHMANN: Yeah.

6 MAYOR STUESSI: Thank you.

7 MR. LEHMANN: Thank you.

8 MAYOR STUESSI: Anybody else from the public? No?

9 (No Response)

10 MAYOR STUESSI: All right. Should we start
11 with the resolutions?

12 TRUSTEE DOUGHERTY-JOHNSON: Sure.

13 MAYOR STUESSI: Lily, you want --

14 TRUSTEE BRENNAN: I have a question.

15 MAYOR STUESSI: Yeah.

16 TRUSTEE BRENNAN: Did we -- what about the fee
17 schedule, did we jump over that? We mentioned it.

18 TRUSTEE PHILLIPS: We didn't discuss anything
19 about it. We just got the information late this
20 afternoon, didn't we?

21 MAYOR STUESSI: Yeah, this was moving the fees.

22 AUDIENCE MEMBER: Good night, guys.

23 MAYOR STUESSI: Good night. This was moving
24 the fees out of the code and putting it as a separate
25 policy.

1 TRUSTEE BRENNAN: No, I'm aware of it.

2 MAYOR STUESSI: Yes.

3 TRUSTEE BRENNAN: Are we discussing it tonight
4 or no?

5 MAYOR STUESSI: Yeah. No, we can discuss it.
6 I thought we all agreed we wanted to pull it out of
7 the code and put it in policy.

8 TRUSTEE BRENNAN: Yeah, yeah. No, I think that
9 makes sense.

10 MAYOR STUESSI: Uh-huh.

11 TRUSTEE BRENNAN: I'm just -- I wasn't sure if
12 we were putting it off for another meeting or -- I
13 only got the -- I think we only got the latest
14 version of it this afternoon, right?

15 MAYOR STUESSI: Good night. Thank you.

16 MS. SHELBY: Good night.

17 TRUSTEE BRENNAN: I didn't get a chance to
18 study it.

19 AUDIENCE MEMBER: Good night.

20 MAYOR STUESSI: Yeah.

21 TRUSTEE BRENNAN: So --

22 MAYOR STUESSI: So I have no issue moving it to
23 next week. I don't think there's a problem with
24 that, is there?

25 ATTORNEY STOLAR: No.

1 TRUSTEE BRENNAN: Yeah, I think that makes
2 sense.

3 MAYOR STUESSI: Yeah, okay.

4 TRUSTEE BRENNAN: Yeah, okay. And then before
5 we do resolutions, I want to request an executive
6 session to get legal counsel on an ongoing matter.
7 Can we do that?

8 ATTORNEY STOLAR: You may. Do you want to do
9 certain -- you want to do certain resolutions first,
10 or do it and then come back?

11 TRUSTEE BRENNAN: I'd like to get through the
12 resolutions. I just wanted to get the request out
13 now before.

14 ATTORNEY STOLAR: So do executive session now.

15 TRUSTEE PHILLIPS: No.

16 MAYOR STUESSI: No.

17 TRUSTEE BRENNAN: At the end.

18 TRUSTEE PHILLIPS: After resolutions.

19 TRUSTEE BRENNAN: At the end.

20 ATTORNEY STOLAR: Okay.

21 MAYOR STUESSI: Yes, we can do it at the end.

22 We'll just need to state what it's related to.

23 TRUSTEE BRENNAN: Yes.

24 ATTORNEY STOLAR: Okay.

25 TRUSTEE ROBINS: We're practically in executive

1 session now.

2 MAYOR STUESSI: What did you say, Julia?

3 TRUSTEE ROBINS: No. It's just there's no --
4 hardly anybody here. We're practically in executive
5 session already, but we should do the resolutions, I
6 agree.

7 ATTORNEY STOLAR: Except for --

8 TRUSTEE DOUGHERTY-JOHNSON: And the camera.

9 *RESOLUTION #2-2024-26, RESOLUTION for*
10 *Appointment of Gregg Rivara to the Conservation*
11 *Advisory Committee, through April 4th, 2024; for the*
12 *remainder of the term previously held by Village*
13 *Administrator Paul Pallas. So moved.*

14 TRUSTEE ROBINS: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye. Motion carries

21 TRUSTEE ROBINS: *RESOLUTION #2-2024-27,*
22 *RESOLUTION scheduling a Public Hearing for 6:00 p.m.*
23 *on Thursday, March 21st, 2024 at the Third Street*
24 *Fire House -- Fire Station, Third Street and*
25 *South Streets, Greenport, New York 11944 regarding*

1 *the Village of Greenport Code Committee suggested*
2 *changes to the Village Code; Chapter 88. So moved.*

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye. Motion carries.

10 TRUSTEE BRENNAN: *RESOLUTION #2-2024-28,*
11 *RESOLUTION scheduling a Public Hearing for 6 p.m. on*
12 *Thursday, March 21st, 2024 at the Third Street Fire*
13 *Station, Third and South Streets, Greenport, New York*
14 *11944 regarding the Village of Greenport Code*
15 *Committee suggested changes to the Village Code;*
16 *Chapter 44 - Assemblies and Chapter 101- Recreation*
17 *Areas and Beaches. So moved.*

18 TRUSTEE PHILLIPS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye. Motion carries.

25 TRUSTEE PHILLIPS: *RESOLUTION #2-2024-29,*

1 *RESOLUTION --*

2 ATTORNEY STOLAR: Oh.

3 TRUSTEE PHILLIPS: I'm sorry.

4 ATTORNEY STOLAR: We're making changes to that,
5 to Chapter 103.

6 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

7 ATTORNEY STOLAR: So that's not ready to be
8 scheduled for Public Hearing yet.

9 TRUSTEE PHILLIPS: Right. But I was going to
10 say that we need to table it. I was going to say we
11 need to table it.

12 ATTORNEY STOLAR: Oh, I jumped in too soon.

13 TRUSTEE PHILLIPS: You jumped in.

14 ATTORNEY STOLAR: Sorry.

15 TRUSTEE PHILLIPS: That's okay.

16 (Laughter)

17 *RESOLUTION #2-2024-29, the RESOLUTION*
18 *scheduling a Public Hearing for 6 p.m. on Thursday,*
19 *March 21st, at the Third Street and South Street,*
20 *Greenport, regarding the Village of Greenport Code*
21 *Committee suggested changes to the Local Law Chapter*
22 *103 - Short-Term Rentals. So moved to table until --*
23 *you want to table it until -- for next Work Session?*

24 ATTORNEY STOLAR: (Nodded Yes).

25 TRUSTEE PHILLIPS: Okay, the Work Session,

1 which is on March 21st --

2 ATTORNEY STOLAR: Yeah.

3 TRUSTEE PHILLIPS: -- 2024. So moved.

4 TRUSTEE DOUGHERTY-JOHNSON: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye. Motion carries.

11 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

12 *#2-2024-30, RESOLUTION accepting the attached*
13 *proposal submitted by Lisa Otis for the management of*
14 *the Village of Greenport McCann Campground per the*
15 *Request for Proposals opening on February 14th, 2024,*
16 *and authorizing Mayor Stuessi to sign the contract*
17 *between the Village of Greenport and Lisa Otis for*
18 *the management of the Village of Greenport McCann*
19 *Campground. So moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye. Motion carries.

2 TRUSTEE ROBINS: *RESOLUTION #2-2024-31,*
3 *RESOLUTION declaring as surplus, and no longer needed*
4 *for municipal purposes, outdoor ice rink material as*
5 *detailed in the attached list. So moved.*

6 TRUSTEE BRENNAN: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye. Motion carries.

13 TRUSTEE BRENNAN: *RESOLUTION #2-2024-32,*
14 *RESOLUTION approving the Public Assembly Permit*
15 *Application submitted by the East End Seaport Museum*
16 *for the use of various Village streets and*
17 *facilities, including Mitchell Park, from 7 a.m.*
18 *through 5 p.m. from September 21st, 2024, through*
19 *September 22nd, 2024; for the annual Maritime*
20 *Festival. So moved.*

21 TRUSTEE PHILLIPS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye. Motion carries.

3 TRUSTEE PHILLIPS: *RESOLUTION #2-2024-33,*
4 *RESOLUTION authorizing the suspension of the open*
5 *container law of the Village of Greenport, per*
6 *Sections 35-3B and 35-3C of the Greenport Village*
7 *Code, within the Festival parameters of the East End*
8 *Seaport Museum Maritime Festival, from 9 a.m. through*
9 *5 p.m. on September 21st, 2024, and from noon to*
10 *5 p.m. on September 22nd, 2024, for the annual*
11 *Maritime Festival.* So moved.

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye. Motion carries.

19 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
20 *#2-2024-34, RESOLUTION AUTHORIZING THE VILLAGE OF*
21 *GREENPORT TO RENEW A CABLE FRANCHISE AGREEMENT WITH*
22 *CSC ACQUISITION-NY, INC. TO OPERATE A CABLE SYSTEM IN*
23 *THE VILLAGE OF GREENPORT, NEW YORK*

24 *WHEREAS, the Village of Greenport, NY (the*
25 *"Village") is a "franchising authority" in accordance*

1 with Title VI of the Communications Act of 1934, (the
2 "Communications Act"), and is authorized to grant one
3 or more nonexclusive cable television franchises
4 pursuant to Article 11 of the New York Public Service
5 Law, as amended, and Title 16, Chapter VIII, Parts
6 890.60 through 899, of the Official Compilation of
7 Codes, Rules and Regulations of the State of New
8 York, as amended (collectively the "Cable Laws");

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

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

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

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

24 WHEREAS, the Village has determined that the
25 Franchisee is and has been in substantial compliance

1 *with all terms/provisions of its existing franchises*
2 *and applicable law; and*

3 *WHEREAS, the Village has determined that*
4 *Franchisee has the requisite legal, technical and*
5 *financial capabilities to operate cable systems*
6 *within the Village and that Franchisee's proposals*
7 *for renewal of the franchises meet the cable related*
8 *needs of the Community; and*

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

14 *NOW, THEREFORE, be it RESOLVED, that the*
15 *Village determines that it is in the best interest of*
16 *the public to award the Franchise Renewal Agreement*
17 *to the Franchisee; and be it*

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

24 TRUSTEE ROBINS: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye. Motion carries.

6 Patrick, you want to make a motion to go into
7 executive session?

8 TRUSTEE BRENNAN: I'd like to make a motion to
9 go into executive session for legal counsel. So moved.

10 TRUSTEE DOUGHERTY-JOHNSON: Second.

11 MAYOR STUESSI: All in favor?

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE BRENNAN: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 MAYOR STUESSI: Aye. Motion carries.

17 Thank you, Randy. Thank you, everybody.

18 (The Meeting was Adjourned to Executive Session
19 at 8:24 p.m.)
20
21
22
23
24
25

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

2

3 STATE OF NEW YORK)

4) SS:

5 COUNTY OF SUFFOLK)

6

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

10 THAT, the above and foregoing contains a true
11 and correct transcription of the proceedings taken on
12 February 29, 2024, to the best of my ability.

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

17 IN WITNESS WHEREOF, I have hereunto set my hand
18 this 14th day of March, 2024.

19

20

Lucia Braaten

21

Lucia Braaten

22

23

24

25

Village of Greenport

Ice Rink Surplus Inventory List

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

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

Village of Greenport
February 22, 2024

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

FRANCHISE RENEWAL AGREEMENT

between the

Village of Greenport, Suffolk County, State of New York

and

CSC Acquisition-NY, Inc.

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

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

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

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

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

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

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

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

THEREFORE

The Municipality and Franchisee agree as follows:

1. DEFINITION OF TERMS

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

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

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

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

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

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

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

1.8 “FCC”: the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I -- THE FRANCHISE

2. GRANT OF FRANCHISE

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

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

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

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

3. NON-EXCLUSIVE NATURE OF THIS FRANCHISE

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

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

4. TERRITORIAL LIMITS

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

5. FRANCHISE SUBJECT TO LAW AND REGULATION

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

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

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

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

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

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

6. CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

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

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

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

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

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

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

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

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

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

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

7. ASSIGNMENT OR TRANSFER OF FRANCHISE

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

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

8. DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. SEVERABILITY

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

10. EFFECTIVE DATE AND TERM

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

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

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

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

PART II -- THE SYSTEM

11. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

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

12. SYSTEM SPECIFICATIONS

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

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

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

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

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

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

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

13. SYSTEM PERFORMANCE STANDARDS

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

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

14. SYSTEM MAINTENANCE AND REPAIR

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

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

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

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

PART III -- THE SERVICE

15. GENERAL SERVICE OBLIGATION

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

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

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

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

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

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

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

16. MUNICIPAL AND SCHOOL SERVICE

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

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

16.2 As used in this Agreement, the terms:

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

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

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

17. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

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

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

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

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

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

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

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

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

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18. FRANCHISE FEE

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

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

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

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

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

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

19. INDEMNITY AND INSURANCE

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

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

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

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

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

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

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

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

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

20. RATES AND CHARGES

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

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

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

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

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

21. EMPLOYMENT PRACTICES

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

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

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

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

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

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

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

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

24. REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

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

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

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

25. MANDATORY RECORD KEEPING

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

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

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

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

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

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

26. MUNICIPAL EMERGENCIES

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

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

27. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

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

28. EMPLOYEE IDENTIFICATION/TRAINING

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

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

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

29. REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

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

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

30. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

31. NOTICE

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

Notices to the Franchisee shall be mailed to:

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

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

Notices to the Municipality shall be mailed to:

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

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

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32. PERIODIC PERFORMANCE EVALUATION SESSIONS

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

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

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

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

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

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

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

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

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

34. COMPETITIVE FAIRNESS

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

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

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

35. APPROVAL OF THE NYSPSC

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

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

VILLAGE OF GREENPORT

BY: _____

Kevin Stuessi, Mayor

Date: _____

CSC ACQUISITION-NY, INC.

By: _____

Chrissy Buteas, Vice President Government Affairs

Date: _____

EXHIBITS

EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Schools:

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

Library:

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

Municipal Buildings:

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

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

Recreation Center, 612 Third Street, Greenport, NY 11944

Fire Departments:

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

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