



**Board of Trustees Meeting  
VILLAGE OF GREAT NECK  
May 6, 2025  
Agenda**

**I. PLEDGE OF ALLEGIANCE**

**II. DEPARTMENTAL REPORTS**

**III. OLD BUSINESS**

**IV. PUBLIC HEARING**

**V. NEW BUSINESS**

- A. Hearing to Grant Certain Approvals - 719-731 MNR
- B. Hearing to Grant Certain Approvals - 846 MNR
- C. Good Humor #1772 Ice Cream Peddler's Permit Application
- D. Annual Assessment Contract - Municipal Valuation Services
- E. Fire Protection Contract - Alert Engine Hook and Ladder
- F. Resolution To Approve Cable Franchise Renewal Agreement
- G. Resolution Allowing Appointment of Election Inspectors who Live in Nassau County
- H. Appointment of Election Inspectors
- I. Letter of Intent - Certified Pro-Housing Community
- J. Village Hall Summer Hours 2025

**VI. MINUTES**

- A. Minutes of 04/22/25 Meeting

**VII. ABSTRACTS**

- A. Abstract 05-09-25

**VIII. PUBLIC COMMENTS, INQUIRIES, ETC. (NOT TO EXCEED 3 MINUTES)**

**IX. FOR YOUR INFORMATION**

**X. ADJOURNMENT**



## ITEM TITLE:

Hearing to Grant Certain Approvals - 719-731 MNR

## ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Letter	Cover Memo
<input type="checkbox"/>	Application	Backup Material
<input type="checkbox"/>	Enviromental	Backup Material
<input type="checkbox"/>	Water Letter	Backup Material
<input type="checkbox"/>	Traffic Study	Backup Material
<input type="checkbox"/>	Shaddow Study	Backup Material
<input type="checkbox"/>	Shaddow Study	Backup Material
<input type="checkbox"/>	Shaddow Study	Backup Material



ATTORNEYS AT LAW

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LINDA S. AGNEW\*\*

ASSOCIATE  
ANDREW S. FILIPAZZI  
MATHEW B. ZARZANA

\* Also Admitted in CT

\*\* Also Admitted in NJ

August 26, 2024

Mayor Pedram Bral  
Board of Trustees  
Village of Great Neck  
61 Baker Hill Road  
Great Neck, NY 11023

Re: Proposed Development of 719-731 Middle Neck Road (SBL: 1/1/2-4)

Dear Mayor Bral,

Our firm represents the applicant, A3E 719 MNR TYH LLC ("Applicant"), in connection with the proposed development of 719-731 Middle Neck Road, Great Neck, NY 11023 (the "Property"). The Applicant seeks to construct a 26-unit multi-family residential condominium building (the "Development").

The proposed Development will require incentives for density, front yard setback, height and stories, all of which are in conformity with the Middle Neck Road Incentive Overlay District zoning requirements. The proposed Development will also require a side yard setback on the north side of the Property for a stairwell projection, which accounts for approximately seven (7%) percent of the total northern property boundary.

The development of the Property will provide community benefits for the grant of these minor requested incentives, in accordance with Village Code §§ 575-280, 289. Applicant's incentive proposal, pursuant to Village Code §§ 575-280, 289 to the Village is to have Applicant bury all of the overhead utility lines for the entire street from Hicks Lane to North Road, as well as burying the overhead wires from the first pole south of the proposed Village Hall to the first pole north of the proposed Village Hall. The cost to do this, alone, will exceed One Million (\$1,000,000.00) Dollars. In addition, the Applicant's proposal will create needed multi-family condominium housing within the Village, beautifying the Property and streetscape with extensive landscaping design, and adding twenty-six (26) new condominium units to the Village tax roll, which are taxed differently than rental apartments or co-op units.

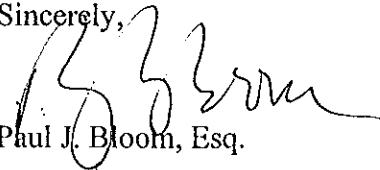
The estimated value of these benefits well exceeds any reasonable incentive fee that could be imposed or requested by the Board of Trustees. The new tax revenue that the Village will collect, in perpetuity, on these new condominium units will far exceed any incentive value

Applicant would receive. The Incentive Offer specified in this letter by Applicant shall be inclusive of any applicable park fee to the Village, which may be imposed upon the granting subdivision approval necessary for the Development to be a condominium. These benefits will greatly enhance the Middle Neck Road corridor and the Village as a whole. The proposed community benefits will more than outweigh the minor incentives requested by Applicant.

Further, the Applicant requests that the Board of Trustees assume jurisdiction over Site Plan and Architectural Review for the entire proposed development as permitted by the Village Code. Applicant will additionally be requesting a parking waiver for fifteen (15) spaces.

We believe that the proposed Development is in substantial compliance with the Village Code provisions and the Village Comprehensive Plan and request the Board of Trustees grant aforementioned approvals and relief.

Sincerely,

A handwritten signature in dark ink, appearing to read "P. J. Bloom", written over the printed name.

Paul J. Bloom, Esq.



Village of Great Neck  
61 Baker Hill Road  
Great Neck, NY 11023

Case No. 0054

APPLICATION ON APPEAL OR FOR VARIANCE, CONDITIONAL USE OR PERMIT UNDER  
THE REQUIREMENTS OF THE CODE OF THE VILLAGE OF GREAT NECK, AS AMENDED

NOTICE: This Application shall be printed in black ink or typewritten and filed COMPLETE  
IN ALL RESPECTS, including USB flash drive, surveys and plan copies.

APPLICATION WILL NOT BE ACCEPTED UNLESS AFFIDAVIT OF  
OWNERSHIP IS EXECUTED BY THE RECORD OWNER OF PROPERTY  
DESCRIBED.

Applicant: A3E 719 MNR TYH LLC Address: c/o Harras Bloom & Archer LLP  
445 Broadhollow Road, Suite 127 Melville, NY

Owner: same Address: same

Street address of affected premises: 719-731 Middle Neck Road  
Number Street Name

Name and address of person who will appear for the applicant at the Public Hearing:

Harras Bloom & Archer LLP 445 Boradhollow Road, Suite 127, Melville, NY 11747

Phone Number: 631-393-6220 Email/Homeowner: pbloom@hba-law.com

Email/Architect: j.yacobellis@mojostumer.com

ITEM

A. Application is hereby made for a permit under Article \_\_\_\_\_ Sec. \_\_\_\_\_  
Application is hereby made for a conditional use under Article \_\_\_\_\_ Sec. \_\_\_\_\_  
Application is hereby made for a variance under Article \_\_\_\_\_ Sec. \_\_\_\_\_

Appeal is hereby made for a determination under Article \_\_\_\_\_ Sec. \_\_\_\_\_  
of the Code of the Village of Great Neck

B. Question involved Proposed multi-family building

C. This statement is necessary in order for the Clerk to accept the application:

I hereby submit the principal points on which this application is based with description of  
existing conditions and proposed work. (In requesting a variance, include a statement  
concerning your practical difficulty of hardship).

Applicant desires to utilize the Middle Neck Incentive Overlay zoning to construct  
a multi-family dwelling with 26 condominium units.

D. Subject Premises situated on the east side of Middle Neck Road street, 113.66 feet north of Hicks Lane and Middle Neck Road nearest intersection.

Location Per Nassau County Tax Map:

Section No. 1 Block No. 1 Lot(s) 2-4

E. Located in Zoning District designated as Residence E

F. To Permit the Erection/Alteration/Conversion/Maintenance/Extension/Use of Proposed multi-family building

In accordance with the plans filed with the Plans Examiner dated: April 22, 2024

G. Attached hereto is a copy of the decision by the Plans Examiner issued on \_\_\_\_\_

H. In connection with a Proposed/Existing/Building/Use Proposed multi-family building

(Strike out words not applicable)

I. If an existing building, give date of erection N/A  
Class of Construction \_\_\_\_\_

J. File Certificate of Occupancy, if issued N/A

K. Size of Lot 20,458 feet, front 105.27 feet, rear 148.97 feet, deep 131.50 feet.

Size of Existing Building \_\_\_\_\_ feet, front \_\_\_\_\_ feet, rear \_\_\_\_\_ feet, deep \_\_\_\_\_ feet.

Size of Building as Proposed 46,251.8 feet, front \_\_\_\_\_ feet, rear \_\_\_\_\_ feet, deep \_\_\_\_\_ feet.

Size of Building: Height 5 stories 55 feet.

L. 1. Use. Present (or former, if unoccupied) Former commercial  
Proposed: Proposed multi-family building

2. What is the assessed valuation of the plot in question? 8403  
Land \_\_\_\_\_ Buildings \_\_\_\_\_ Total \_\_\_\_\_

3. Were the zoning district designations affecting this plot changed since 1930? No

4. If a change was made, explain in statement.

5. Is there a petition pending before the Village Board of Trustees for a change in the zoning district designations affecting this plot? No

M. 1. Any previous applications filed on these premises? No  
If so, Case No.(s) \_\_\_\_\_


2. How long has the present owner held title to property? March 2024

3. Is the proposed site within 200 feet of any premises used for a public school, public library, church, or hospital? \_\_\_\_\_

4. Has any violation been issued within the last ten (10) years affecting these premises?  
No

5. Has Court Summons been served relative to this matter? No  
File Disposition \_\_\_\_\_

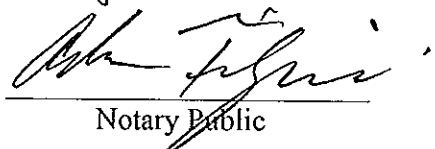
N. I hereby depose and say that all the foregoing statements and information and all statements and information contained in papers submitted herewith are true.

  
Applicant Signature

Jordan A Socol  
Print Applicant Name

Jordan Socol  
Member of A3E 719 MNR TYH LLC

Sworn to before me this 19<sup>th</sup> day  
of August, 2024

  
Notary Public

ANDREW SCOTT FILIPAZZI  
Notary Public, State of New York  
No. 02FI6403767  
Qualified in Nassau County  
Commission Expires February 3, 2028

AFFIDAVIT OF OWNERSHIP (Not a corporation)

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU )

\_\_\_\_\_ being duly sworn, deposes and says  
that s/he resides at \_\_\_\_\_ in the County of \_\_\_\_\_,  
State of \_\_\_\_\_; that s/he is the owner of  
\_\_\_\_\_ which is the subject premises described in the  
foregoing application, shown on the Nassau County Tax Map as Section \_\_\_\_\_, Block  
\_\_\_\_\_, Lot(s) \_\_\_\_\_ that s/he has authorized \_\_\_\_\_ to make  
the foregoing application and that the statements of fact contained in the foregoing application are  
true.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Owners Name

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

AFFIDAVIT OF OWNERSHIP (Corporation)

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU)

Jordan Socol Member of A3E 719 MNR TYH LLC being duly sworn, deposes and says  
that s/he resides at 719-731 Middle Neck Road in the County of Nassau,  
State of New York; that s/he is the officer of  
A3E 719 MNR TYH LLC, the Corporation which is the owner of the premises  
known as 719-731 Middle Neck Road, Great Neck, NY also described as Section 1 Block 1,  
Lot(s) 2-4 on the Nassau County Map; that s/he has been authorized by the Board of  
Directors of said Corporation to make the foregoing application and that the statements of fact  
contained in the foregoing application are true.

[Signature]  
Officer's Signature

Jordan A. Socol  
Print Name

Sworn to before me this

19<sup>th</sup> day of August, 2024

[Signature]

ANDREW SCOTT FILIPAZZI  
Notary Public, State of New York  
No. 02FI6403767  
Qualified in Nassau County  
Commission Expires February 3, 2028



VILLAGE OF GREAT NECK

"I hereby authorize the members of the Board of Trustees, the Building Superintendent/Inspector of the Village, and legal counsel to the Board of Trustees to enter upon and inspect my property prior to the Board of Trustees rendering a determination with regard to this application."

A handwritten signature in black ink, appearing to read 'JAS', written over a horizontal line.

Jordan Socol

Member of A3E 719 MNR TYH LLC



Notary Public

**VILLAGE OF GREAT NECK**

THE APPLICANT REPRESENTS TO THE VILLAGE THAT THE APPLICANT HAS ENCLOSED WITH THIS APPLICATION COPIES OF ALL DECISIONS RENDERED BY ANY OTHER VILLAGE BOARD OR COMMITTEE THAT RELATE IN ANY WAY TO THE PROJECT WITH RESPECT TO WHICH THIS APPLICATION IS SUBMITTED.

A handwritten signature, appearing to be "J. Socol", written over a horizontal line.

Jordan Socol  
Member of A3E 719 MNR TYH LLC



## VILLAGE OF GREAT NECK

If any information presented to this Board by the applicant, any representative of the applicant or anyone else on behalf of the applicant is found to be untrue in any material respect or any information so presented is found to have been materially incomplete or misleading, this Board shall have the right to revoke or modify this resolution. The finding may be by the Superintendent of Buildings or this Board on its own initiative or when presented with information or facts from any other persons or entity. Notwithstanding the foregoing, no revocation or modification of this resolution shall be made without providing the applicant a right to be heard upon not less than twenty days' notice by first class mail and by certified mail, return receipt requested, to the applicant and to the owner, if different from the applicant, at the address or addresses listed on the application.

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: 719 Middle Neck Road Development Project		
Project Location (describe, and attach a general location map): 719-731 Middle Neck Road, Village of Great Neck, Nassau County, NY (Section 1; Block 1; Lots 2 & 4). See attached location map.		
Brief Description of Proposed Action (include purpose or need): The Proposed Action includes: (i) Board of Trustees approval of density increase. (ii) Board of Trustees Site Plan approval. (iii) Board of Trustees Parking waiver approval. (iv) Board of Trustees Architectural Review. (v) Planning Board Subdivision Review. (v) Nassau County Planning Commission review. Approval of these actions would facilitate construction of a 5-story, multi-family building comprised of 26 dwelling units and 42 grade parking spaces. The Project Site is approximately 0.47 acres (Sec. 1, Block 001, Lots 2 and 4) on Middle Neck Road, Village of Great Neck, Nassau County.		
Name of Applicant/Sponsor: A3E 719 MNR TYH LLC, c/o Harras Bloom & Archer LLP		Telephone: 646-265-2201 E-Mail: jordan@buildingwithalef.com
Address: 445 Broad Hollow Road, Suite 127		
City/PO: Melville	State: NY	Zip Code: 11747
Project Contact (if not same as sponsor; give name and title/role): Jordan A. Socol		Telephone: (Same as Applicant/Sponsor) E-Mail: jordan@buildingwithalef.com
Address: (Same as Applicant/Sponsor)		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

## B. Government Approvals

### B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Board of Trustees - See Section A above for list of required Discretionary Approvals	August 2024
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GNWPCD (sewer), Water Auth. GNN (water)	August 2024
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NCDPW (sewer), 239F (site plan); NC Fire Marshal (site plan); NC DOH (water); NCPC 239m	August 2024
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Heritage Areas: LI North Shore Heritage Area

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

**Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
Residence E District and Middle Neck Road Multifamily Incentive Overlay District (MNR-MIO)

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No  
 If Yes,  
 i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Great Neck UFSD

b. What police or other public protection forces serve the project site?  
Nassau County Police Department, 6th Precinct

c. Which fire protection and emergency medical services serve the project site?  
Great Neck Alert Fire Company

d. What parks serve the project site?  
Village Green Park, Parkwood Sports Complex, Kings Point Park; Memorial Field

#### D. Project Details

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 0.47 acres  
 b. Total acreage to be physically disturbed? 0.47 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.47 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
Residential  
 ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No  
 iii. Number of lots proposed? 26  
 iv. Minimum and maximum proposed lot sizes? Minimum 1,230 SF Maximum 2,355 SF

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No  
 i. If No, anticipated period of construction: 24-30 months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

f. Does the project include new residential uses?

☒ Yes ☐ No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase				26
At completion				
of all phases				26

g. Does the proposed action include new non-residential construction (including expansions)?

☐ Yes ☒ No

If Yes,

- Total number of structures
- Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length
- Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

☐ Yes ☒ No

If Yes,

- Purpose of the impoundment: \_\_\_\_\_
- If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: \_\_\_\_\_
- If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_
- Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres
- Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length
- Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

## D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

☒ Yes ☐ No

If Yes:

- What is the purpose of the excavation or dredging? Cellar/mechanical space
- How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
  - Volume (specify tons or cubic yards): Approx. 90% of excavated materials to be trucked off-site
  - Over what duration of time? Approx. six (6) months
- Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
Fill (sand); decomposed rock; weathered rock.
- Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☒ No  
If yes, describe. \_\_\_\_\_
- What is the total area to be dredged or excavated? Approx. 0.2 acres
- What is the maximum area to be worked at any one time? Approx. 0.2 acres
- What would be the maximum depth of excavation or dredging? +/- 12 feet
- Will the excavation require blasting? ☐ Yes ☒ No
- Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

☐ Yes ☒ No

If Yes:

- Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_

- proposed method of plant removal: \_\_\_\_\_

- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?

☒ Yes ☐ No

If Yes: Source: County of Nassau DPW "Minimum Design Sewage Flow Rates"  
i. Total anticipated water usage/demand per day: \_\_\_\_\_ Approximately 8,586 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☒ Yes ☐ No

If Yes:

- Name of district or service area: Water Authority of Great Neck North

- Does the existing public water supply have capacity to serve the proposal?

☒ Yes ☐ No

- Is the project site in the existing district?

☒ Yes ☐ No

- Is expansion of the district needed?

☐ Yes ☒ No

- Do existing lines serve the project site?

☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☒ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☒ No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_

- Date application submitted or anticipated: \_\_\_\_\_

- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?

☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 8,586 gallons/day Source: County of Nassau DPW "Minimum Design Sewage Flow Rates"

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):  
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities?

☒ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: Great Neck Water Pollution Control District (GNWPCD)

- Name of district: Great Neck Water Pollution Control District (GNWPCD)

- Does the existing wastewater treatment plant have capacity to serve the project?

☒ Yes ☐ No

- Is the project site in the existing district?

☒ Yes ☐ No

- Is expansion of the district needed?

☐ Yes ☒ No

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p style="margin-left: 40px;">• If to surface waters, identify receiving water bodies or wetlands: _____</p> <p style="margin-left: 40px;">• Will stormwater runoff flow to adjacent properties? _____</p>	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

See Traffic Impact Study, August 2024

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend  
☐ Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

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iii. Parking spaces: Existing 0 Proposed 42 Net increase/decrease +42

iv. Does the proposed action include any shared use parking? ☐ Yes ☒ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:  
N/A. Based on findings of the traffic impact study, no traffic mitigation measures are necessary.

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☒ No

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k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

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l. Hours of operation. Answer all items which apply.

i. During Construction: <i>(Pursuant to Section 391-2(G) of the Village Code)</i>	ii. During Operations:
• Monday - Friday: <u>8:00 a.m. - 7:00 p.m.</u>	• Monday - Friday: <u>N/A</u>
• Saturday: <u>NA</u>	• Saturday: <u>N/A</u>
• Sunday: <u>N/A</u>	• Sunday: <u>N/A</u>
• Holidays: <u>N/A</u>	• Holidays: <u>N/A</u>

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Construction of the proposed project has the potential to result in temporary/limited increases in ambient noise levels (limited to hours above) due to on-site equipment operation, typical of most construction projects.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>Exterior wall sconces at building entrance fronting Middle Neck Road and in inner courtyard facing Gutheil Lane. Wall lights along vehicular ramp access to on-site parking; Bollard lights within inner courtyard.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_
- ii. Anticipated rate of disposal/processing:
- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
  - \_\_\_\_\_ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_
- ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_
- iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

## E. Site and Setting of Proposed Action

### E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- ☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)  
☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): Vacant Commercial properties

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.47	0.42	-0.47
• Forested	0.00	0.00	0.00
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.00	0.00	0.00
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.00	0.00	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: _____	0.00	0.05	+0.05

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No  
If Yes,  
i. Identify Facilities:  
Village of Great Neck Housing Senior Citizen Center, 700 Middle Neck Road; John F. Kennedy Elementary School, 1A Grassfield Road; Great Neck Music Conservatory, 625 Middle Neck Road.

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
If Yes:  
i. Has the facility been formally closed? ☐ Yes ☐ No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No  
☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ >100 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No  
If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

UrB	_____	59.8 %
Ug	_____	40.2 %
	_____	%

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 58 feet

e. Drainage status of project site soils: ☒ Well Drained: \_\_\_\_\_ 100 % of site  
☐ Moderately Well Drained: \_\_\_\_\_ % of site  
☐ Poorly Drained: \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: \_\_\_\_\_ 100 % of site  
☐ 10-15%: \_\_\_\_\_ % of site  
☐ 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No  
If Yes, describe: \_\_\_\_\_

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h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No  
If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name _____	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No  
If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

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i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No  
If Yes:

i. Name of aquifer: Sole Source Aquifer Names: Nassau-Suffolk SSA

m. Identify the predominant wildlife species that occupy or use the project site:  
This site was previously disturbed and nearly entirely undeveloped. As such, natural resources adjacent to the site are likely limited to the few urban-adapted species of wildlife that utilize building exteriors as habitat and are ubiquitous throughout Nassau County. After construction, the site would not result in a direct or indirect disturbance of any potentially present urban-adapted species of wildlife or their habitats but would be another component of the existing built environment.

n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No  
If Yes:  
i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
ii. Source(s) of description or evaluation: \_\_\_\_\_  
iii. Extent of community/habitat:  
• Currently: \_\_\_\_\_ acres  
• Following completion of project as proposed: \_\_\_\_\_ acres  
• Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No  
If Yes:  
i. Species and listing (endangered or threatened): \_\_\_\_\_  
Bald Eagle

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No  
If Yes:  
i. Species and listing: \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No  
If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No  
If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No  
i. If Yes: acreage(s) on project site? \_\_\_\_\_  
ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No  
If Yes:  
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature  
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No  
If Yes:  
i. CEA name: \_\_\_\_\_  
ii. Basis for designation: \_\_\_\_\_  
iii. Designating agency and date: \_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: i. Identify resource: (1) Northern State Parkway; (2) Hempstead Bay and Manhasset Bay Conservation Easements (Boat Launch Sites) ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): (1) New York State Parkway; NYS DEC Conservation Easements iii. Distance between project and resource: _____ > 5 miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

Please see attached sheets for additional analyses.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name David Tepper, AICP. on behalf of Applicant Date 8/14/2024

Signature  Title Associate/Senior Planner, IMEG/Cameron Eng.

## WATER DEMAND & SANITARY DISCHARGE

### Water Demand

#### Existing Conditions

Great Neck Water Authority North (Authority) supplies potable water to the Project Site. As the site is currently vacant, current water demand is 0 gpd (gallons per day).

#### Assessment of Proposed Conditions

The development of the proposed project will have a minor impact on water consumption, but the projected water demand loads would not represent a significant increase. Overall, the project would have an estimated daily water demand of 8,586 gpd (not including irrigation).

**Table 1: Estimated Water Use<sup>1</sup>**

Proposed Unit Type/Use	Daily Water Demand Rate	Water Demand (gpd)
21 2-Bedroom Units	300 gpd	6,300
5 3-Bedroom Units	400 gpd	2,000
Storage/Utility Uses	0.04 gpd/sf	286
<b>Site Total</b>		<b>8,586</b>

The Applicant has submitted a letter to the Great Neck Water Authority North requesting water availability along with the required application materials. The request for water availability included a request for 1-inch irrigation, 4-inch domestic and 6-inch fire services. In a letter dated March 10, 2023, the Authority granted water availability for the services requested. The Applicant is currently coordinating with Great Neck Water Authority North to finalize water service provisions for the proposed project.

While there are no adverse environmental impacts and no mitigation is required for the proposed project, post-development, water conservation methods would reduce consumption of public water, principally through the utilization of low-flow fixtures. There would also be opportunities to use energy-efficient and water saving appliances. If utilized, irrigation systems should be tied to moisture sensors and limited to the early morning to reduce unnecessary water consumption caused by evaporation losses. Wherever possible, areas should be planted with drought-tolerant plants that require minimal or no irrigation.

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<sup>1</sup> Nassau County Department of Public Works. Nassau County Minimum Design Sewage Flow Rates.

## Sanitary Discharge

### Existing Conditions

The Project Site is connected to the Great Neck Water Pollution Control District (GNWPCD) sanitary sewage system, which discharges to the GNWPCD wastewater treatment plant. As the site is currently vacant, the current sewage flow rate is 0 gpd (gallons per day).

### Assessment of Proposed Conditions

The development of the proposed project will have a minor impact on sewage flow, but the projected sewage flow rates would not represent a significant increase in terms of the publicly connected sewer system. Overall, the Project would have an estimated daily sewage flow of 8,586 gpd. See Table 2 below.

The Applicant has submitted a letter requesting approval of the sewer connection from GNWPCD, as well as the required application materials and fees. When a letter of availability is received from GNWPCD, it will be forwarded to the Board of Trustees upon receipt.

**Table 2: Estimated Sewage Flow<sup>2</sup>**

Proposed Unit Type/Use	Daily Sewage Flow Rate	Sewage Flow (gpd)
21 2-Bedroom Units	300 gpd	6,300
5 3-Bedroom Units	400 gpd	2,000
Storage/Utility Uses	0.04 gpd/sf	286
<b><i>Site Total</i></b>		<b><i>8,586</i></b>

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<sup>2</sup> Nassau County Department of Public Works, Nassau County Minimum Design Sewage Flow Rates.

## PUBLIC SCHOOLS

### Existing Conditions

The Project Site is served by the Great Neck Union Free School District (UFSD). Total district enrollment was 6,585 students (based on latest available data from the New York State Education Department – data.nysed.gov). During the 2022-2023 school year, the average cost per student was approximately \$32,030.

### 1.1 Assessment of Proposed Conditions

The proposed project, like any residential development project, has the potential to generate school-aged children. To estimate the potential number of school-aged children, the Applicant sought methodology and data that has been utilized within the Great Neck UFSD. This approach was identified based on a study performed by BFJ Planning, which cited data utilized by the Great Neck UFSD, from the US Census Bureau *2015-2019 American Community Survey Public Use Microdata (PUMS) for Nassau County for households living in units built in 2000 or later*. Based on statistics from this study, the data revealed a multiplier of 0.20 school-aged children per unit. Applying this multiplier to the proposed project (26 units) would result in up to six school-aged children. However, it is also important to note that this selected PUMS dataset does not differentiate between public and private school attendance (which averages approximately 20-25% across the region) and it does not differentiate between types of residential construction. Such data would include all types of residential construction since 2000, including single-family homes. As such, an estimate of six public school-aged children represents a conservative (high) estimate. When accounting for children attending private school, along with the actual type of residential construction, it would be reasonable to consider the number of students enrolling in public schools to be less than six.

As such, it is not anticipated that the proposed project will result in any adverse impacts to the Great Neck UFSD. Depending upon private school attendance, the estimated number of public school-age children associated with the proposed project could range from 4 to 6 new public-school students. This minor increase in enrollment represents an average of 0.3-0.5 new students per grade within the Great Neck UFSD and would not adversely impact school resources or class sizes.



# CAMERON ENGINEERING

an **IMEG** company

March 28, 2023

Revised October 16, 2023; August 15 and 19, 2024

Mayor Pedram Bral and Board of Trustees  
Village of Great Neck  
767 Middle Neck Road  
Great Neck, NY 11024

Re: Proposed Redevelopment of 719 Middle Neck Road  
CE 3293

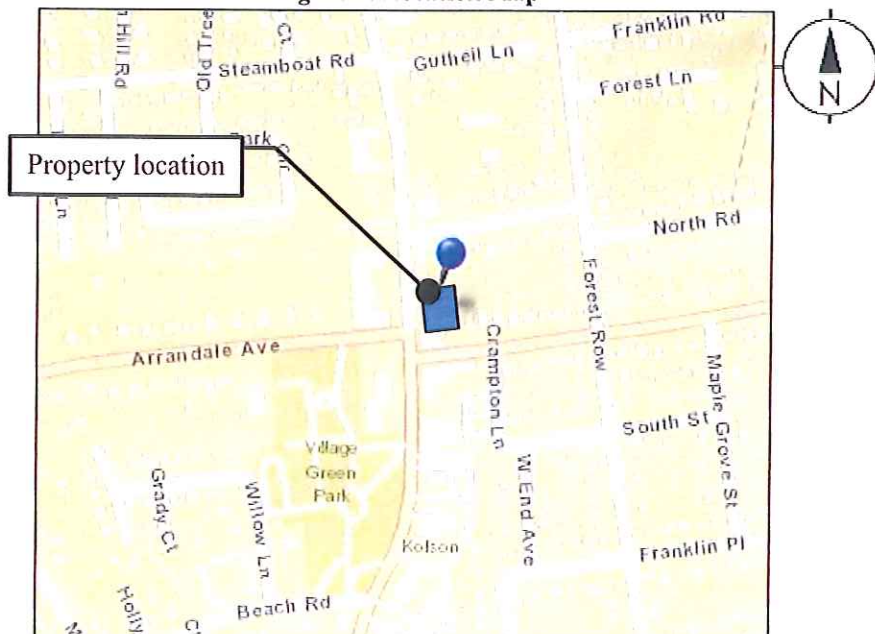
Dear Mayor Bral and Trustees:

Cameron Engineering, an IMEG company, conducted a traffic engineering assessment of potential traffic conditions related to the development of a four-story building above on-grade parking. Earlier versions of this application were for a 22-unit or 26-unit building with different bedroom counts, replacing  $\pm 9,309$  s.f. of commercial uses (a former laundromat and vacant buildings). The current application is for 26 units: 21 2-bedroom and 5 3-bedroom units. The application also includes parking Code revisions. This letter report is a revised summary of our technical analysis and conclusions on the current application.

## Site Location

The property address is 719 Middle Neck Road in Great Neck. The 0.47-acre site is on the east side of the street, between Arrandale Avenue and North Road (see Figure 1 below). The site currently has a single, 16-foot wide access to a rear parking lot.

Figure 1: Location Map



Active Member of **ACEC New York** **NY**

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 827-4900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000

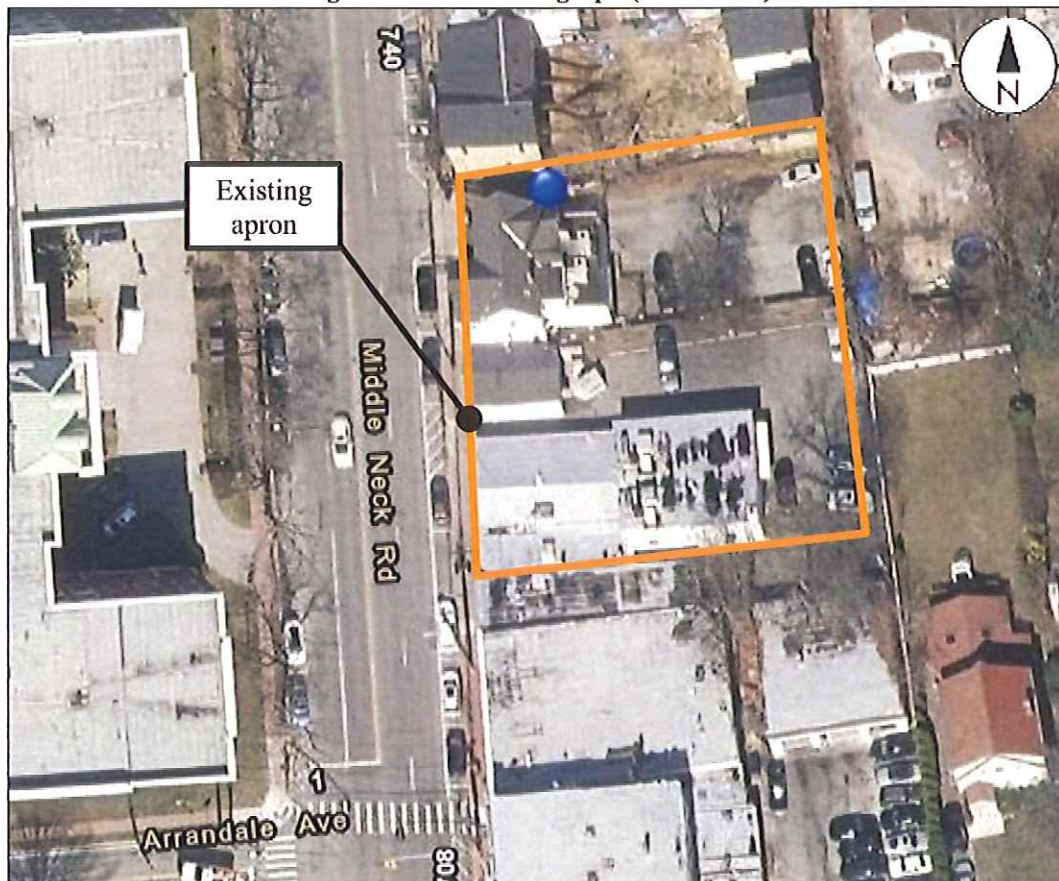
303 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300

### Adjacent Roadways

Middle Neck Road is a four lane, 60' wide asphalt roadway with parking on both sides of the street. The road is under Nassau County jurisdiction and serves as one of the three major collector roadways for the Great Neck peninsula. Middle Neck Road is flat and straight in the vicinity of the site. Past the property, there are two through lanes in each direction, with no dedicated left turn lanes. See Figure 2 below. The 24-hour Average Annual Daily Traffic (AADT) volume is  $\pm 6,150$  vehicles per day.

The closest traffic signalized intersection is Middle Neck Road at Arrandale Avenue/Hicks Lane, less than 200 feet to the south. Both side streets widen to three lanes wide at the intersection, with left turn and right turn lanes approaching the signal, and one lane headed away from the signal.

Figure 2: Aerial Photograph (not to scale)



### Site-Generated Trips

Cameron Engineering calculated the expected peak hour trip generation using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition for ITE Land Use Code 221 (Mid-Rise Multi-Family). Based on the ITE manual, there would be 10 trips during typical peak hours. With 10 vehicles at most (on average, 1 vehicle every  $\pm 6$  minutes), there will not be enough site-generated traffic to create an impact on local streets or intersections, according to the ITE and the NYS Department of Environmental Conservation *SEQR Handbook*.

Table 1: Site-Generated Trips

Proposed Apartments	AM Peak Hour	PM Peak Hour	Saturday Peak Hour
Enter	2	6	5
Exit	8	4	5
<b>Total</b>	<b>10</b>	<b>10</b>	<b>10</b>

Compared to the  $\pm 600$  vehicles driving past the property during the busiest hours of the week, this proposed development represents a very small increase of less than two percent. Additionally, while the existing buildings are vacant, if the retail spaces were occupied with new commercial tenants, there would be more than 10 trips per hour at the property. 9,300 s.f. of generic retail space, according to ITE Land Use Code 822 (strip retail smaller than 40,000 s.f.) generates 22 to 61 trips during the AM, PM, and Saturday peak hours.

Therefore, there would be no impact to traffic flow on Middle Neck Road, and the proposed apartments represent a reduction in traffic compared to a potential retail re-use of the existing buildings.

### **Site Access**

As Middle Neck Road is a Nassau County roadway, the proposed driveway has been designed to County standards: 30 feet wide, with 18-inch apron flares suitable for unsignalized driveways. The drive aisle width tapers down to 24 feet as one enters the property, which is necessary to accommodate the building's structural column layout. The transition is striped and follows NYSDOT and AASHTO requirements for "lane shifts" based on a conservative 15 mph design speed as drivers enter the property.

The Nassau County Department of Public Works (NCDPW) routinely restricts exiting left turns out of properties situated mid-block, where there is no main road left turn storage or where there is parking along the shoulder. The turn restriction is often required as part of the County's access management policy. "Access management" in context of this site (frontage on one street, no access to a signal) typically involves turn restrictions and limiting the number of site driveways.

While the traffic into and out of this site will be small, we note that the County may restrict exiting left turns from this site, even though there was no such restriction when the property was utilized for commercial tenants. If the County requires turn restrictions, the associated signs will be incorporated into the site plan at that time. The site layout and other items under the purview of the Village will not be affected.

### **Parking and Circulation**

The Cameron Engineering-IMEG site plan depicts 42 parking spaces, including three spaces that are handicapped accessible (see Figure 3 below). This is lower than the 57-space Village code parking requirement, so a waiver of 15 spaces will be needed. The code requirement is calculated as follows:

- 2 spaces per each 2-bedroom unit  $\times 21 = 42$  spaces
- 3 spaces per each 3-bedroom unit  $\times 5 = 15$  spaces

The provided parking space count is supported by data in the *ITE Parking Generation Manual, 6<sup>th</sup> Edition*. For multifamily buildings, ITE data supports providing 32 parking spaces for a 26-unit building.

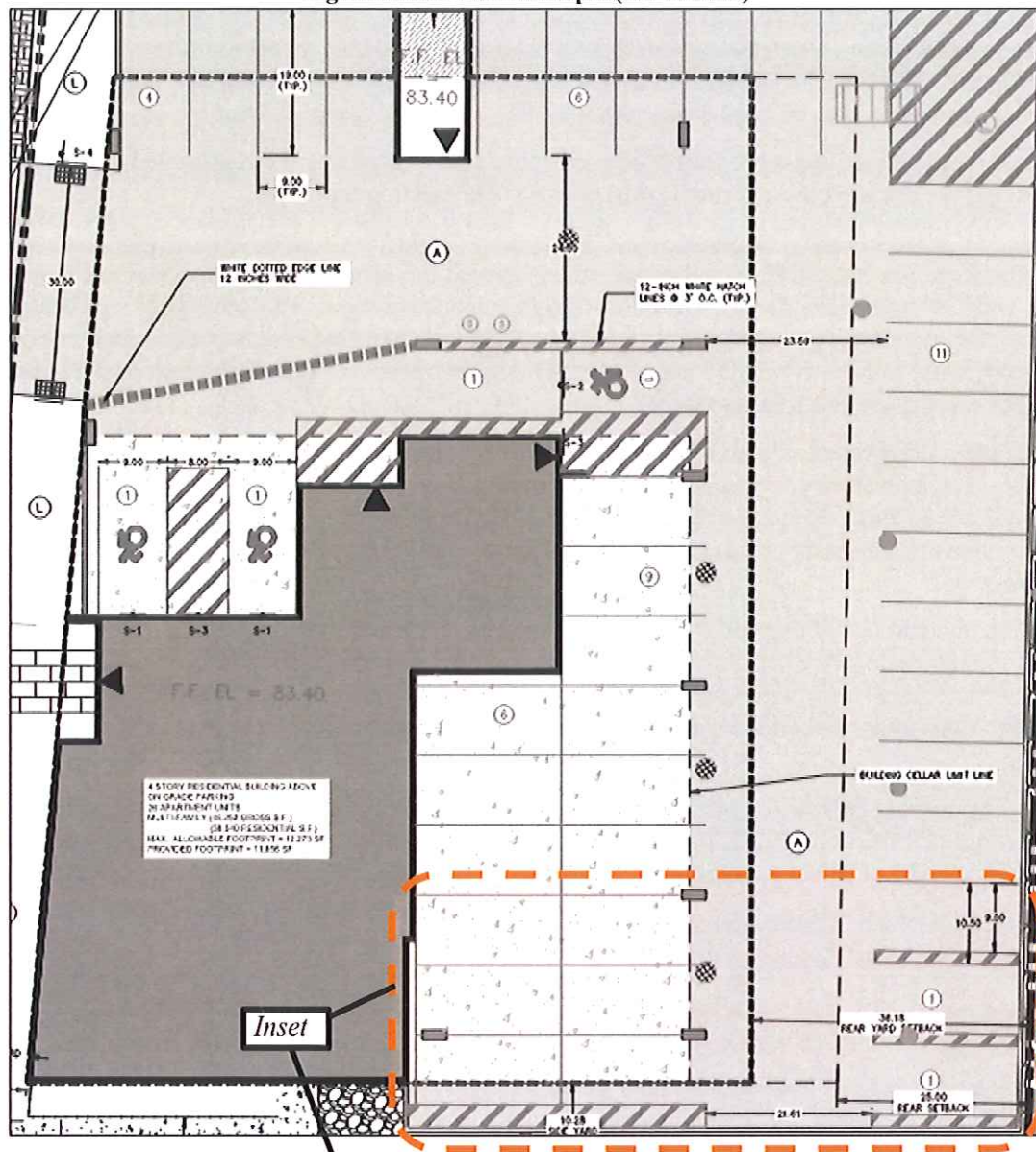
The ITE data is based on sites that are not close to transit, with typical vehicle ownership (as opposed to lower-than-average vehicle ownership, for buildings close to transit service). The provided number of parking spaces is anticipated to be sufficient for this building and supports the parking waiver being requested.

The ADA Accessibility Guidelines (ADAAG) require two (2) accessible parking space in lots with up to 50 spaces, so the proposed plan would satisfy the ADA with respect to the number of accessible spaces.

As shown on the plan, there will be six sets of tandem spaces, with six spaces situated between another parking space and the drive aisle (twelve spaces all together). All two-space tandems will be assigned to the same unit, which is necessary for functionality, and an existing code requirement in §575-155.B(d). The relative number of "inset" tandem spaces (meaning, spaces not directly adjacent to the drive aisle) is small, about 14% (6 out of 42) of the total spaces. Additionally, five of the twelve tandem spaces (the furthest south and east along the corner of the building) will function as if they are 10'6" to 12' wide because of the 18" to 3' wide hatched pavement markings next to those parking spaces (see Figure 3).

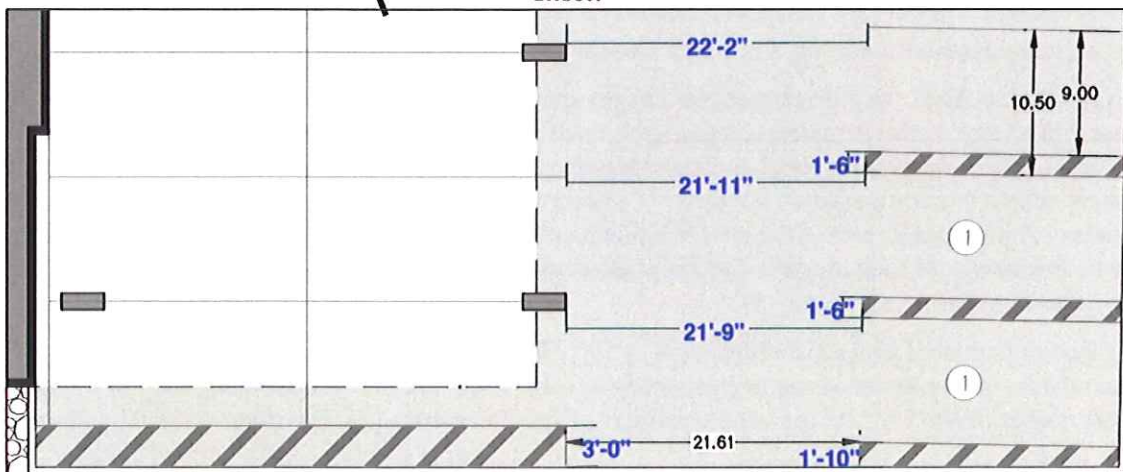
All parking spaces (standard and accessible) are 9' x 19'. The ADA access aisle is 8' x 19', which satisfies ADA and State standards. Drive aisles on-site are generally 22'-24' wide, except for a short segment of the drive aisle at the southeast corner of the lot. At the narrowest part of the drive aisle (21.7' wide), all of the adjacent parking spaces have the hatched pavement markings to provide added maneuverability, which accommodates the slightly narrower drive aisle.

Figure 3: Site Plan Excerpts (not to scale)



Inset

Inset:



### Conclusions

- Generated Trips – The proposed facility would generate up to 10 trips during the busiest hour of the week, which is too small to indicate an impact on existing traffic, and smaller than retail re-occupancy of the existing buildings. There will be very low traffic activity within the lot and there are no expected traffic flow impacts.
- Site Access – The site access will be at the north end of the site, with an apron width of 30 feet, designed to satisfy Nassau County standards. If the County restricts left turn maneuvers, the plan will be revised with the appropriate signage at that time, with no impact on the layout of the property that is under Village purview.

There is no anticipated traffic impact, whether the County restricts exiting left turns or permits them.

- Parking and Circulation – the proposed site plan will require a 15-space parking waiver (42 spaces provided, 57 required). The site will satisfy the ADA required number (2 spaces).

In addition, 42 on-site parking spaces are sufficient for a multi-family development of this size, based on ITE data and research based on multiple studies around the country.

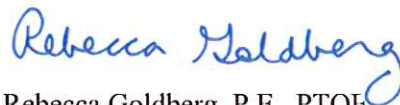
The code allows the Board to approve the 6 sets of tandem parking spaces. Tandem parking is limited to six units that will have both spaces assigned to the same unit.

Parking stall sizes satisfy Village requirements. The site will have drive aisle widths of 22'-24' except for the southernmost part of the lot, where the aisle will be 21.7' to 22' wide, and adjacent parking spaces have an extra 18 inches to 3 feet of width to maneuver.

Thus, with respect to traffic flow, parking, and safety, it is respectfully requested that the Board approve the subject application and the parking-related waivers. Granting this approval will not create off-site parking concerns, or traffic impacts on local streets and intersections.

Should you have any questions or wish to discuss any item in greater detail, please do not hesitate to contact our office.

Very truly yours,



Rebecca Goldberg, P.E., PTOE  
Associate/Senior Traffic Engineer

## Introduction

A shadow assessment may be appropriate when a proposed action would result in new structure(s) adjacent to an existing sunlight-sensitive resource. The *City Environmental Quality Review (CEQR) Technical Manual (March 2014 Edition)* defines a shadow as a condition that results when a building or other built structure blocks the sunlight that would otherwise directly reach a certain area, space, or feature.<sup>1</sup>

## Project Site and Surrounding Area

The Project Site, located on Middle Neck Road between Hicks Lane and North Road, is currently occupied by vacant commercial structures. Land uses in the surrounding area generally include a variety of commercial and multi-family residential structures along Middle Neck Road. Further east of the Project Site, land uses include primarily single-family homes. Village Green Park is located to the southwest of the Project Site.

## Methodology

The shadow assessment methodology is based, in part, on the *CEQR Technical Manual* guidelines, which include conducting a preliminary assessment to determine whether shadows resulting from a Proposed Project could reach any sunlight-sensitive resources of concern<sup>2</sup> at any time of year. The

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<sup>1</sup> In accordance with 6 NYCRR Part 617 State Environmental Quality Review (SEQR), in New York State, environmental assessments are standardized through use of the Environmental Assessment Form (EAF), Parts 1 and 2, (Appendices A and B to 6 NYCRR 617.20) [Statutory authority: Environmental Conservation Law Sections 3-0301(1)(b), 3-0301(2)(m) and 8-0113]. The SEQR EAF establishes the eighteen (18) environmental impact areas that must be assessed; a project-generated shadow assessment is not one of the 18 impact areas, and SEQR rules, regulations, and guidelines make no reference to a shadow assessment. Because a shadow assessment is not required under SEQR, for purposes of this environmental review, the New York City Environmental Quality Review ("CEQR") Technical Manual (March 2014 Edition) generally is used as a guide with respect to the methodologies and criteria for evaluating the Proposed Project's potential shadow effects. These methodologies and criteria are appropriate given that the Project Site is within the New York City Metropolitan area.

<sup>2</sup> The *CEQR Technical Manual* defines "sunlight-sensitive resources of concern" as resources that depend on sunlight or for which direct sunlight is necessary to maintain the resource's usability or architectural integrity. The following are considered sunlight-sensitive resources: (i) public open space, (ii) architectural resources, including properties listed on the State/National Register of Historic Places (S/NR) or contained within a district listed on or formally determined eligible for S/NR listing; properties recommended by the New York State Board for listing on the S/NR; National Historic Landmarks (NHL) designated by the U.S. Secretary of the Interior; and properties not identified by one of the programs listed above, but that meet their eligibility requirements by the New York State Historic Preservation Office (SHPO), and (iii) natural resources, where the introduction of shadows may alter the resource's condition or microclimate including: surface body waters, wetland and upland resources, and significant, sensitive, or designated resources, such as coastal fish and wildlife habitats. An adverse shadow impact could occur when a shadow from a proposed project falls on sunlight sensitive resources. Non-sunlight sensitive resources include (i) public streets and sidewalks, and (ii) buildings and structures other than those defined above, and private open space (e.g., front and back yards). Shadows occurring on non-sunlight sensitive resources, or within 1.5 hours of sunrise or sunset, generally are not considered significant under CEQR. While the Shadow Study Area for the Proposed Project (Figure 2) does not contain any sunlight-sensitive resources of concern, as defined under CEQR, this assessment contemplates project-generated shadows on the residential properties on Gutheil Lane.

analysis involves a three-tier preliminary screening assessment, and if necessary, a detailed shadow study.

As the earth rotates around the sun, shadows fall in a curve on the ground opposite the sun. When the sun rises, shadows fall to the west. As the sun travels across the southern part of the sky throughout the day, shadows move in a clockwise direction until they stretch east as the sun sets in the west. Midday shadows are always shorter than those at other times because the sun is highest in the sky at that time. Due to the tilt of the earth's axis, the angle at which the sun's rays strike the earth varies throughout the year, so that during the summer, the sun is higher in the sky and shadows are shorter than during the winter.

The shadow assessment considers those shadows occurring between 1.5 hours after sunrise and 1.5 hours before sunset. Shadows occurring earlier and later are long, move fast, and generally blend with shadows from existing structures. At times outside the timeframe window of analysis, the sun is located near the horizon and the sun's rays reach the Earth at close to tangential angles, diminishing the amount of energy delivered by the sun's rays and producing shadows that grow in length exponentially until the sun reaches the horizon and sets. Because of these conditions, project-generated shadows occurring between 1.5 hours before sunset and 1.5 hours after sunrise are not considered significant, and their assessment is not warranted.

## **Shadow Assessment**

### **Tier 1 Screening Assessment**

The Tier 1 screening assessment identifies the Shadow Study Area based on the height of the proposed structure(s) and the longest shadow the structure could cast (4.3 times the height of the structure).

As shown in the Tier 1 assessment, with a proposed building height of 55 feet and six inches (55.5 feet), the Proposed Project would cast a shadow extending over a maximum radius of 238.65 feet (the "Shadow Study Area") occurring on December 21, the winter solstice (55.5 feet x 4.3 = 238.65 feet).

### **Tier 2 Screening Assessment**

The Tier 2 screening assessment further refines the Shadow Study Area. As described in the *CEQR Technical Manual*, shadows cast by structures in the northern hemisphere fall generally to the north, east, and west – depending on the day and time. This area lies between -108 and +108 degrees from true north. Because of the path the sun travels across the sky, no shadow can be cast beyond these angles—shown in the Tier 2 assessment as the triangular area south of the Project Site.

### **Tier 3 Screening Assessment**

The Tier 3 screening assessment involves a detailed evaluation that analyzes specific representative days of the year and determines the maximum extent of project-generated shadows on adjacent properties over the course of each representative day. The Tier 3 screening assessment used 3D computer modeling software to depict the shadow patterns of the Proposed Project within the Shadow Study Area. The shadow model utilized 3D representations of the elements of the base maps used in the Tier 1 and Tier 2 assessments to determine the project-generated shadows.

For purposes of this State Environmental Quality Review, the Tier 3 screening assessment was conducted for two representative days of the year: (i) June 21, the summer solstice and longest day of the year, and (ii) December 21, the winter solstice and shortest day of the year. Because project-generated shadows would reach residential properties within the Shadow Study Area, the assessment evaluates shadows generated during both the morning hours (0.5 hours after sunrise - 11:59 a.m.) and afternoon hours (12:00 p.m. - 1.5 hours before sunset). The shadow analysis uses the proposed building height of 55.5 feet to determine the shadows on the two representative days of the year. The project-generated shadows are shown in light gray.

#### December 21

As shown on the December 21 assessment, the time-period for this shadow analysis begins at 8:51 a.m. and continues until 2:53 p.m. During this time-period, no shadow cast by the 55.5 foot building reaches the residential properties north of the Project Site on North Road. During the early morning (5:57 a.m.) there is a brief shadow cast on the corner of multi-family residential building (Oxford Plaza) to the west and on the corner of the neighboring commercial property (auto repair shop). These areas are utilized for drainage infrastructure (Oxford Plaza) and an unimproved auto repair storage area (auto repair shop). Midday shadows are limited to the commercial properties immediately north of the Project Site.

At 2:00 p.m., the shadow cast by the 55.5 foot building reaches one of the three residential properties north and east of the Project Site on North Road. At 2:53 p.m., the project-generated shadow reaches two additional residential properties north and east of the Project Site on North Road for an even shorter duration - approximately one (1) hour (2:00 - 2:53 p.m.) before receding as sunset approaches.

#### June 21

As shown on the June 21 assessment, the time-period for this shadow analysis begins at 5:57 a.m. and continues until 6:01 p.m. During the early morning (5:57 a.m.) there is a brief shadow cast on the multi-family residential building to the west (spanning approximately one hour). It is not until approximately 5:00 p.m. that the shadow reaches limited portions of the two residential properties south and east of the Project Site. By approximately 6:00 p.m., the shadow extends slightly further and falls on one additional residential property located to the south and east of the Project Site.

#### **Conclusion**

Based on the results of this shadow assessment, the proposed project would generate limited morning shadows (generally less than one hour in duration) on the multi-family residential property across Middle Neck Road (Oxford Plaza) and limited afternoon shadows on the residential properties located to the north east and south east of the Project Site. Project-generated shadows impacting the multi-family residential property to the west (Oxford Plaza) would generally last less than one hour in duration both in summer and winter.

Surrounding commercial properties would generally not experience project-generated shadows, except for the commercial properties immediately north of the Project Site, which would experience some shadowing during the winter months. The extent of these shadows would be limited to unimproved areas of the commercial sites, including a storage area for an auto repair shop and a drainage infrastructure area on the recently approved 733 Middle Neck Road development. Additionally, the development of 733 Middle Neck Road, which has already been approved and is

under construction, will cast many of the same shadows as those created by this project. Due to this development, there will be a very minimal amount of additional shadows created by the proposed project.

Project-generated shadows impacting the residential properties to the northeast would only occur during cold weather months only (as represented by the December 21 analysis day), with one residence impacted during the 2:00 p.m. analysis time, with two additional residences impacted during the 2:53 p.m. analysis time. Project-generated shadows impacting the residential properties to the southeast would only occur during warm weather months only (as represented by the June 21 analysis day), with one residence impacted during the 5:00 p.m. analysis time, with two additional residences impacted during the 6:53 p.m. analysis time. As such, the identified shadow impacts herein are relatively modest in both duration and the number of properties impacted.

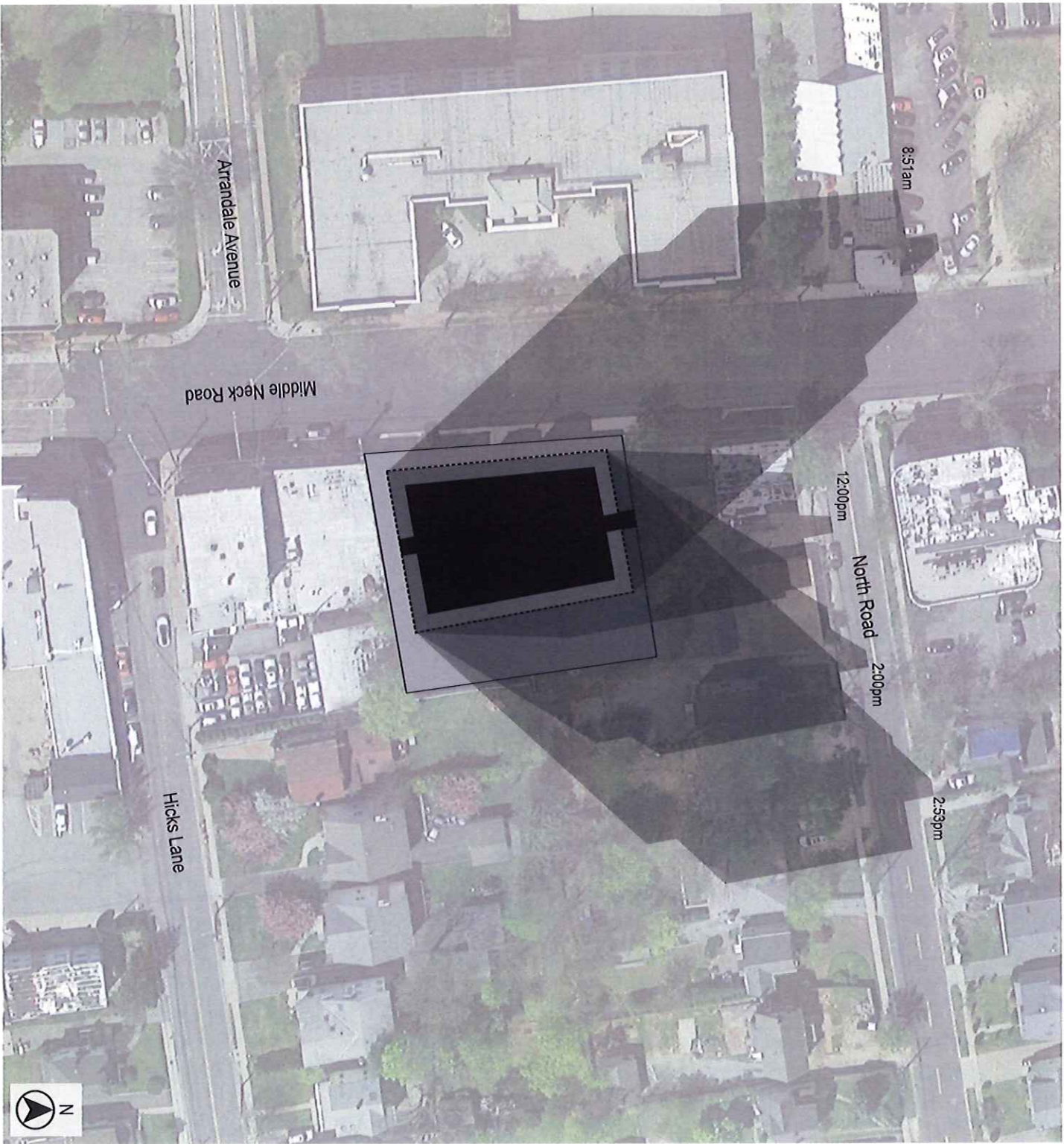


 Project Site

 Shadow Study Area

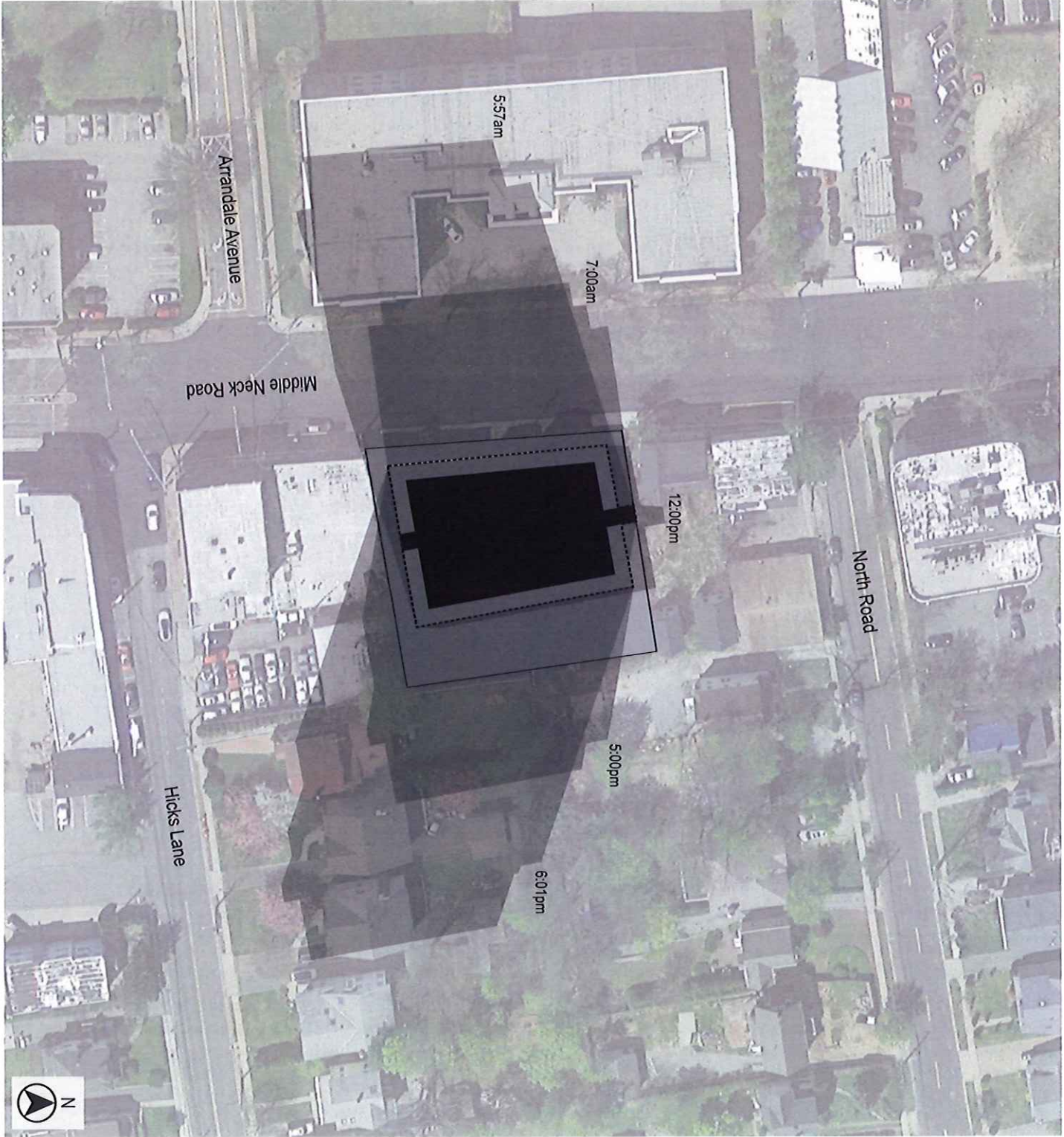
719 Middle Neck Road, Great Neck  
Assessment for the December 21  
Analysis Day

- Project Site
- Projected Building Footprint
- Roof Above 4th Floor (43'-6")
- Roof Above 5th Floor (55'-6")
- Shadow Cast/Analysis Time



719 Middle Neck Road, Great Neck  
Assessment for the June 21  
Analysis Day


- Project Site
- Projected Building Footprint
- Roof Above 4th Floor (43'-6")
- Roof Above 5th Floor (55'-6")
- 8:51am
- Shadow Cast/Analysis Time





 Project Site

 Shadow Study Area

 Area that cannot be shaded by project development



**ITEM TITLE:**

Hearing to Grant Certain Approvals - 846 MNR

**ITEM TITLE:**

Good Humor #1772 Ice Cream Peddler's Permit Application

**SUBJECT:**

Annual submission of Application for Peddlers and Solicitation for Good Humor #1772.

The following required items have been submitted and are up to date:

Department of Health Permit  
Liability Insurance  
Worker's Compensation Policy  
Auto Insurance Policy  
Registration of Truck  
Driver's License

**ATTACHMENTS:**

	Description	Type
📎	Application	Backup Material



# Village of Great Neck

767 Middle Neck Road  
Great Neck, NY 11024  
Tel: 516-482-2000 Fax: 516-482-2606

Mayor  
Pedram Bral, M.D.  
Deputy Mayor & Trustee  
Barton Sobel, Esq.

Trustees  
Steven Hope  
Eli Kashi  
Anne Mendelson

## APPLICATION FOR PEDDLERS AND SOLICITATION \$100 FEE

Chapter 416-Section 416-1 thru 416-5 of the Code of the Village of Great Neck

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of Product: \_\_\_\_\_

Type of Vehicle: \_\_\_\_\_

Vehicle Information No: \_\_\_\_\_

License Plate No: \_\_\_\_\_

Does Applicant personally intend to pursue or exercise business for which the permit is issued?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Number of Drivers: \_\_\_\_\_ (list each driver on the reverse side and attach a copy of each driver's license)

Owners Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Home Address if Different from Above: \_\_\_\_\_

Certificates to be attached:

Driver's License  
Registration of Truck  
Auto Insurance Policy

Liability Insurance  
Worker's Compensation Policy  
Department of Health Permit

---

### For Office Use Only:

Date: \_\_\_\_\_

Annual Fee: \_\_\_\_\_

Permit No. \_\_\_\_\_

Receipt No: \_\_\_\_\_



**ITEM TITLE:**

Annual Assessment Contract - Municipal Valuation Services

**ATTACHMENTS:**

	Description	Type
<input type="checkbox"/>	Contract	Backup Material
<input type="checkbox"/>	Contract	Backup Material



**Municipal Valuation  
Services Inc.**  
of Long Island

OFFICE  
3000 Hempstead Tpke., Suite 410  
Levittown, NY 11756  
Tel (516) 739-8080 | Fax (516) 739-1810

March 20, 2025

Honorable Pedram Bral, Mayor  
Village of Great Neck  
61 Baker Hill Road  
Great Neck, NY 11023

Re: 2026/27 Assessment Update  
Assessments and Inventory

RECEIVED  
VILLAGE OF GREAT NECK  
2025 MAR 24 P 12:50

Dear Mayor Bral:

Municipal Valuation Services, Inc. is pleased to submit this proposal for our services in the captioned matter. This proposal sets forth what we believe is the primary objective of the Village, our scope of services, time requirements to satisfy the Village's prime objective and our fee for this scope of services. Please note fees associated with the 2026/27 Assessment Update have been frozen at the prior year fee.

Of prime importance to the Village, an annual update for the 2026/27 tax year allows the Village to control their equalization rate rather than have it promulgated by the Office of Real Property Tax Services (ORPTS). Annual updates enable the Village to adjust individual assessments without being accused of spot assessing.

### **Scope of Assignment**

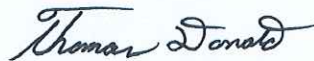
- ❖ The current inventory file will be revised to include any changes in physical inventory (permits, new construction, demolition, etc.) since the prior Final Roll.
- ❖ A review of all Small Claim and Commercial Certiorari settlements from 2025/26 will be completed.
- ❖ All residential sales will be reviewed from approximately June 2024 to current to determine the appropriate trends in market conditions. Various statistical tests will be performed on the data to ensure accuracy.

- ❖ Based upon the trends established in the analysis, revised market values will be estimated. All properties that had physical changes since the last final roll will be re-valued separately.
- ❖ A complete review of present economic data as it pertains to all commercial properties in the Village will be undertaken. Analysis of this information will provide the appropriate trends in estimating current market values for commercial properties.
- ❖ All project analysis and reporting will be in compliance with ORPTS.

Thomas Donato will act as engagement coordinator, will supervise all activities and will be available for Village conferences. We are prepared to complete all necessary analysis and deliver the updated tentative assessment roll on or before January 15, 2026. Our fee for this re-assessment/update remains at \$25,000.

If this proposal correctly states the understanding of work to be performed, please execute a copy of this agreement and we will proceed.

Very truly yours,



Thomas Donato, CSA-G, IAO

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



**Municipal Valuation  
Services Inc.**  
of Long Island

OFFICE  
3000 Hempstead Tpke., Suite 410  
Levittown, NY 11756  
Tel (516) 739-8080 | Fax (516) 739-1810

March 20, 2025

Honorable Pedram Bral, Mayor  
Village of Great Neck  
61 Baker Hill Road  
Great Neck, NY 11023

Re: Proposal for Village Assessment Services  
June 1, 2025 – May 31, 2026

Dear Mayor Bral:

Municipal Valuation Services, Inc. (MVSI) is pleased to submit this proposal for assessment and certiorari services to be renewed annually unless canceled by the Village. This proposal has been tailored to the needs of the Village as in past years. This proposal sets forth the objectives, scope of work and fees associated with services. Please note assessment fees have been frozen for the 2025-2026 fiscal year.

### **Annual Assessment Services**

This provides the Village with the highest level of assessment services offered by MVSI. We will act as an assessment consultant performing basically the job requirements of the assessor at a fixed fee. This would include the daily duties of the assessor such as:

- Review, list and analyze all building permits to be posted to the Village Roll
- Review all tax exemption applications with Village staff
- Discuss assessment issues with Village residents when requested by the Village Clerk
- Answer questions of Village staff as they arise during the course of the year
- Review subdivisions and post split/merges on assessment roll
- Communicate with the Office of Real Property Tax Services (ORPTS) when required
- Perform field inspection of property when required
- Advance assessment systems and procedures

- Communicate with both ORPTS and property owners pertaining to assessment issues
- Review all Grievance Complaints for standing
- Be available on Grievance Day to discuss assessments with constituents if required
- Review all Small Claims filings for standing
- Consult with Village officials on proposed development projects and their impact on the tax roll
- Complete and file the annual assessor's report

### **Small Claims Proceedings (residential)**

Municipal Valuation Services, Inc. has been administering small claims proceedings for the past 30 years. During this time, the company has perfected the process, providing municipalities the best possible defense against unsubstantiated small claim filings. The following list is a summary of duties we perform for municipalities as part of our small claim services.

- Administer all small claim filings
- Produce a Computer Assisted Market Analysis (CMA)
- Review CMA's on a per parcel basis for accuracy
- Conference all pending cases for settlement
- Supreme Court appearances when cases are not settled
- Review settlements for accuracy
- Submit to Village for adjustment to assessment roll

### **Commercial Certiorari Proceedings**

For over 40 years MVSI has been valuing commercial property in the down state area, with most of its focus in the Nassau County region. During this 40-year span, the majority of company work has been with municipalities for the purpose of commercial certiorari proceedings. Commercial tax refunds are typically the greatest financial exposure a village has. Proper review and negotiation of a case can help mitigate refunds. The following is a summary of procedures utilized by our company to help attain a fair settlement:

- Review of all subject property data
- Inspection of all property from the right-of-way
- Interior inspections when required
- Research comparable market data

- Develop income pro-forma for all years pending
- Negotiate settlements
- Present settlement to Mayor and Board for approval
- Work with Village Attorney for execution of stipulation

### **Fee Schedule**

Professional fees for services rendered will be at the following rates:

- |  |                           |
|--|---------------------------|
| 1) Annual Assessment Services (annual fee) | \$15,780.00 (\$1,350/mo.) |
| 2) Small Claim Proceedings                 | \$130/parcel              |
| 3) Commercial Certiorari Proceedings       | \$185/hr.                 |

### **Special Services**

Due to the continued Level of Assessment (LoA) challenges, if required, defense of LoA challenges will be billed at \$185.00 / hour. This service includes a ratio study for the year at issue, supporting documentation and oral defense at hearings.

Our company looks forward to continuing to work with the Village of Great Neck on these assessment and certiorari services. If there are any questions regarding this proposal, please do not hesitate contacting the undersigned.

Very truly yours,



Thomas Donato, CSA-G, IAO

ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**ITEM TITLE:**

Fire Protection Contract - Alert Engine Hook and Ladder

**SUBJECT:**

Fire Protection Contract - Alert Engine Hook and Ladder

Contract with Alert Engine Hook and Ladder to provide Fire Protection Services to the Village for the annual cost of \$1,360,430, to be paid in two equal installments in June and October. The contract is \$20,587 or 1.54% higher than last year.

**ATTACHMENTS:**

	Description	Type
📎	Contract	Backup Material

**AGREEMENT** made this 1st day of June 2025 between the **VILLAGE OF GREAT NECK**, situated in the Town of North Hempstead, Nassau County, New York (the "Village"), and **ALERT ENGINE, HOOK AND LADDER AND HOSE COMPANY NO. 1, INC.**, a fire company duly incorporated under the laws of the State of New York, located and operated in the Town of North Hempstead, (the "Company").

**WHEREAS**, the Village has not adequate population and assessed valuation to economically maintain an individual fire department; and

**WHEREAS**, the Company is now furnishing fire protection to the Village and has adequate apparatus for such purpose; and

**WHEREAS**, an existing contract between the parties hereto expires on May 31, 2025, and the Village desires to secure fire protection from the Company for a further term of one (1) year.

**NOW, THEREFORE**, in consideration of the promises and the mutual agreement herein contained, the parties hereto agree as follows:

**FIRST:** The Company shall furnish fire protection within the Village at all times from June 2025 to May 31, 2026 and shall also furnish rescue and emergency medical service (non-transport) in case of accidents, calamities, or other emergencies in connection with which the services of firefighters are required, all to the extent that the company has apparatus and equipment to do so.

**SECOND:** The officers or inhabitants of the Village shall have the right to call upon the Company during a fire or emergency, and the Company shall respond with all reasonable speed. The Company shall continue to have the right to contract with and operate in other municipalities to provide fire protection and emergency services, to

respond to mutual aid calls from other areas, and to engage in training and other lawful activities in other areas; and in the event that at the time the Company is called to respond to a fire or other emergency or mutual aid or otherwise as aforesaid, the Company may transmit such call to a duly organized fire company or department, and the same shall be deemed the summoning of aid or assistance for the Village pursuant to applicable law of the State of New York.

**THIRD:** The Company shall have the right through its officers to command at any fire or emergency to which it has been called, if in the opinion of said officer it is advisable and necessary, to summon aid or assistance from any other duly organized fire company or department, and the same shall be deemed the summoning of aid and assistance for the Village, pursuant to the applicable laws of the State of New York and also to similarly accept the service of individual firefighters of other fire companies pursuant to General Municipal Law § 209-I.

**FOURTH:** The Company shall always during the term of this Agreement, employ at least six (6) employees and shall always have one (1) of them on duty at the headquarters of Company for receipt of alarms and the dispatching of equipment.

**FIFTH:** In consideration of the services rendered to the Village by the Company, the Village shall pay the Company the sum of **ONE MILLION THREE HUNDRED AND SIXTY THOUSAND FOUR HUNDRED AND THIRTY DOLLARS AND 00/100 (\$1,360,430.00) DOLLARS, which shall be paid as follows: SIX HUNDRED EIGHTY THOUSAND TWO HUNDRED AND FIFTEEN AND 00/100 (\$680,215.00) DOLLARS on June 1, 2025, and SIX HUNDRED EIGHTY THOUSAND TWO HUNDRED AND FIFTEEN AND 00/100 (\$680,215.00) DOLLARS on October 1, 2025.**

**SIXTH:** The Company shall keep financial a record of sums received and expended for fire protection and for other activities or other purposes. The Village, by its designated representatives, may at any time inspect or audit the records of the Company which relate to receipts and disbursements for fire protection.

**SEVENTH:** The operation and use of motor vehicles, apparatus and implements of the Company shall be under the sole care, jurisdiction, and control of the Company. All vehicles of the Company shall always be driven by duly appointed drivers or employees or an officer of the Company and shall be used only for authorized purposes of the Company. In performance of this Agreement, in extinguishing fires or providing emergency service or otherwise, the Company shall act under the sole jurisdiction and control of its officers without any supervision by any officer of Village. The Company shall procure and keep in force and effect a public liability policy of insurance in the amount of not less than \$10,000.000/\$10,000.000, protecting the Company and the Village against any claim which may be made against the Company or Village arising from the operation of any motor vehicle, apparatus, or equipment used by the Company in performing services under this Agreement. The Village shall be named as additional insured on such policy of insurance, and the Company shall provide the Village with a Certificate evidencing the coverage.

**EIGHTH:** The Company shall maintain during the term of this Agreement insurance to cover liability imposed upon the Village by the Volunteer Firefighters' Benefit Law, and the General Municipal Law for injuries or death of members of the Company in the performance of their duties and, if permitted by the insurance carrier,

name the Village as an additional insured, and to the extent permitted by law, indemnify and hold harmless the Village from any such claims.

**NINTH:** The services to be performed by the Company and its members hereunder shall be deemed to include all activities and functions in which the Company, its officers and members may engage pursuant to law, and those activities specified in the Volunteer Firefighters' Benefit Law, as amended from time to time.

**TENTH:** The Company shall not discriminate based on race, color, creed, national origin, sex, protected age, protected disability, marital status, sexual preference, or otherwise in contravention of any Federal or State Law in its employment, membership, provisions of services, or otherwise.

**ELEVENTH:** This Agreement may be executed in any number of counterparts, and upon both the Village and the Company executing any counterparts, it shall become binding upon the parties hereto.

**TWELFTH:** The individuals whose names are signed to this Agreement shall not be personally liable under the terms hereto, but the same is binding only upon the Village and the Company.

**THIRTEENTH:** In the event that an agreement for fire protection for a period commencing at the expiration of this Agreement shall not have been entered into between the parties by June 1, 2026, then in order that the Village may continue to have uninterrupted fire protection under the Volunteer Firefighters' Benefit Law, it is agreed that this Agreement shall continue in full force and effect subject to the right of either party to terminate the same upon thirty (30) days written notice and further subject to:

(A) The amount to be paid by the Village to the Company pursuant to paragraph "FIFTH" hereto shall be computed based upon the 2025-2026 assessment of the Village and the rate then being applied to other villages then having current agreements in effect with the Company; and

(B) Any new agreement made between the parties hereto, which may thereafter be executed, shall become effective as of June 1, 2026 and to supersede the within Agreement.

***IN WITNESS WHEREOF***, the Village has caused this Agreement to be signed by its Mayor and its corporate seal affixed thereto, and the Company has caused the same to be signed by the Chairman of the Board of Trustees and its corporate seal affixed hereto.

The Village of Great Neck

By: \_\_\_\_\_  
Pedram Bral, Mayor

Alert Engine, Hook and Ladder and Hose  
Company, No. 1., Inc.

By:  \_\_\_\_\_  
Michael Green, Chairman of the Board  
of Trustees

NOTARY

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came Pedram Bral, to me known, who being duly sworn, did depose and say that he resides in the Village of Great Neck and is the Mayor of said Village; that he knows the corporate seal of the Village and that the seal affixed to the above Agreement is such seal and was affixed by order of the Board of Trustees of said Village and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the 15 day of April, 2025, before me personally came Michael Green, to me known, who being duly sworn, did depose and say that he resides in the Village of Great Neck and is the Chairman of the Board of Trustees of the Alert Engine, Hook and Ladder and Hose Company No. 1, Inc.; that he knows the corporate seal of said fire corporation and that the seal affixed to the above Agreement is such seal and was affixed by order of the Board of Trustees of said company and that he signed his name thereto by like order.

JOHN E. BAUMANN  
Notary Public, State of New York  
No. 01BA6174099  
Qualified in Nassau County  
Term Expires September 10, 2027

John E. Bauman  
NOTARY PUBLIC



**ITEM TITLE:**

Resolution To Approve Cable Franchise Renewal Agreement

**ATTACHMENTS:**

	Description	Type
▣	Resolution	Backup Material
▣	Agreement	Backup Material

**RESOLUTION OF THE VILLAGE OF GREAT NECK, NEW YORK  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE VILLAGE AND VERIZON NEW YORK INC.**

**WHEREAS**, the Village of Great Neck (the “Village”) is authorized to grant one or more nonexclusive cable franchises pursuant to Title VI of the federal Communications Act, as amended, Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended; and

**WHEREAS**, the Village is a member of the Great Neck/North Shore Cable Commission (the “Commission”), which is comprised of the following fifteen villages: Flower Hill Village, Great Neck Village, Great Neck Estates Village, Great Neck Plaza Village, Kensington Village, Kings Point Village, Lake Success Village, Munsey Park Village, North Hills Village, Plandome Village, Plandome Heights Village, Plandome Manor Village, Russell Gardens Village, Saddle Rock Village and Thomaston Village (collectively, “the Villages”); and

**WHEREAS**, the Village granted to Verizon, effective as of March 19, 2008, a nonexclusive initial franchise to install, maintain, extend, and operate a cable system in the Village and each of the other Villages granted to Verizon a substantially similar franchise agreement for the provision of cable service (“Initial Franchise”); and

**WHEREAS**, the Initial Franchise is expired and, pursuant to and in accordance with applicable federal and state law, Verizon submitted to the Commission and the Villages a proposal to renew the Initial Franchise; and

**WHEREAS**, the Commission and the Villages have determined that Verizon has the financial, legal and technical ability to operate a cable system within the Villages; and

**WHEREAS**, following good faith negotiations between the parties, the Commission and Verizon have agreed on the terms for a renewal of the Initial Franchise under which Verizon will continue to operate its cable system in the Villages; and

**WHEREAS**, the Franchise Renewal Agreement (“Renewal Agreement”) is for a length of term of five (5) years commencing on the date of approval by the New York Public Service Commission (“PSC”). The Renewal Agreement is consistent with Title VI of the federal Communications Act, as amended, the regulations of the Federal Communications Commission, and the regulations of the PSC; and

**WHEREAS**, the Commission held a public hearing for all of the Villages, including the Village, on April 28, 2025 at the Great Neck South Middle School, 349 Lakeville Road, Great Neck, New York 11020 at which hearing the public was provided a full opportunity to be heard and which afforded due process to all parties; and

**WHEREAS**, this project, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have a significant effect on the environment.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Village does hereby approve the Renewal Agreement negotiated with Verizon, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

**Cable Franchise Renewal Agreement**

**by and between**

**The Village of Great Neck, NY**

**and**

**Verizon New York Inc.**

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## **EXHIBIT**

Exhibit A: Municipal Buildings to be Provided Cable Service Subject to Section 3.3

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Great Neck, a validly organized and existing political subdivision of the State of New York (the “Local Franchise Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA is a member of the Great Neck/North Shore Cable Commission (the “Commission”), made up of the following fifteen villages: Flower Hill Village, Great Neck Village, Great Neck Estates Village, Great Neck Plaza Village, Kensington Village, Kings Point Village, Lake Success Village, Munsey Park Village, North Hills Village, Plandome Village, Plandome Heights Village, Plandome Manor Village, Russell Gardens Village, Saddle Rock Village and Thomaston Village (each, a “Member” and collectively, “the Members”);

WHEREAS, the LFA granted to Franchisee effective as of March 19, 2008, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of ten (10) years and each other Member granted to Franchisee a substantially similar franchise agreement for the provision of Cable Service (each, an “Initial Franchise” and collectively, the “Initial Franchises”);

WHEREAS, each of the Members has heretofore determined that the Initial Franchises are interrelated, that administration and renewal of the Initial Franchises can be best performed through a cooperative arrangement between and among the Members, and that the ability of each Member to ensure that its residents have adequate cable television service would be enhanced by such a cooperative arrangement;

WHEREAS, the LFA has delegated to the Commission the power and authority to act on behalf of the LFA pursuant to and relating to negotiating the terms and conditions of this renewal Franchise between the LFA and Franchisee, pursuant to the intergovernmental agreement (the “Resolution”) among the Members executed on or about December 3, 1997, as it exists on the Effective Date;

WHEREAS, Franchisee has operated a Cable System in accordance with the Initial Franchise as of its effective date on its existing Telecommunication Services facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has identified its future cable-related community needs and interests in accordance with applicable law;

WHEREAS, the LFA has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the Local Franchise Authority and Franchisee have agreed on the terms for a renewal of the Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: One or more video Channels, which Franchisee shall continue to make available to the LFA and/or the PEG Access Designee without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended, meaning as of the Effective Date, (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended, meaning as of the Effective Date, a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations; (B) a facility that serves subscribers without using any Public Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act [47 USCS §§ 201 et seq.], except that such facility shall be considered a Cable System (other than for purposes of 47 USCS § 541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with 47 USCS § 573 or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended, meaning as of the Effective Date, a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *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.

1.10. *Educational Access Channel*: One or more educational Access Channels available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area and/or the PEG Access Designee as specified by the LFA.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, war or act of war (whether an actual declaration of war is made or not),

insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: One or more governmental Access Channels available for the sole noncommercial use of the LFA and/or the PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; (iv) video-on-demand and pay-per-view; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Gross Revenue also includes Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers, provided that LFA requires all cable service providers in the Franchise Area to include cable franchise fees in such providers' gross revenue calculations for the purpose of determining cable franchise fees due and payable to the LFA. Upon sixty (60) days' written notice from the LFA confirming that the franchise agreements of all cable service providers in the Franchise Area require the inclusion of cable franchise fees in their gross revenue calculations, then Franchisee shall include Franchise Fees in its Gross Revenue

calculations. If at any time any cable service provider in the Franchise Area no longer includes cable franchise fees in its gross revenue calculations, then LFA shall promptly notify Franchisee in writing and Franchisee may exclude Franchise Fees from its Gross Revenue calculations on a going-forward basis.

Gross Revenue shall not include:

1.16.1.1. revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any Initial PEG Grant, Quarterly PEG Grant or Quarterly PEG Support payments.

1.16.1.2. Except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to

Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment.

1.17. *High-Definition (HD) PEG Access Channel*: A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.18. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended, meaning, as of the Effective Date, the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

1.19. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. *Local Franchise Authority (LFA)*: The Village of Great Neck, New York, or the lawful successor, transferee, or assignee thereof.

1.21. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.22. *NY PSC*: The New York Public Service Commission.

1.23. *PEG*: Public, Educational, and Governmental.

1.24. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA; the LFA's PEG Access Designee shall continue to be North Shore TV (NSTV).

1.25. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.26. *Public Access Channel*: One or more public Access Channels available for the noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis and/or the PEG Access Designee.

1.27. *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 thereafter exist, which are under the jurisdiction or control

of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.28. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.29. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended, meaning, as of the Effective Date, the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.30. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.31. *Transfer of the Franchise*:

1.31.1. Any transaction in which:

1.31.1.1. a fifty percent (50%) ownership or other 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

1.31.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.31.2. However, notwithstanding Subsubsections 1.31.1.1 and 1.31.1.2 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.

1.32. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended, meaning, as of the Effective Date, programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.33. *Video Service Provider or VSP*: Any entity using wired facilities occupying any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA. A VSP shall include, but is not limited to, any entity that provides Cable Services within the territorial boundaries of the LFA.

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to

provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon twelve (12) months written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify either the change in law or the lesser burdens in an authorization to a competitive VSP and the resulting change in obligations. Franchisee shall respond within a reasonable period to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

b. Submit the matter to mediation by a mutually-acceptable mediator.

2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. *Franchise Subject to State and Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of state and federal law as it may be amended; provided, however, that nothing herein shall be deemed to restrict the LFA from the reasonable, necessary and lawful exercise of its police powers as referenced in Section 2.10 of this Agreement.

2.8. *No Waiver:*

2.8.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.10. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police powers, including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however that such laws and regulations are reasonable, not

materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed by Franchisee's employees or agents in connection with the installation, repair, or disconnection of Cable Service shall be promptly repaired or replaced by the Franchisee and restored to preexisting condition in accordance with the Cable Law.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that the Subscriber's premises are restored to their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

2.13. *LFA Designation of Representative:* The LFA's Mayor or designated representatives or representative of the Mayor will be responsible for the continuing administration of the rights and interests of the LFA in the franchise. However, the Franchisee agrees that the LFA may transfer or delegate any such responsibilities to the Commission pursuant to the Resolution; provided, however, that in the event the Commission acts on behalf of the LFA on a particular matter the LFA may not simultaneously exercise its rights on the same matter under this Franchise.

2.14. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy.

### 3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area::* Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Section 3.2. and Section 3.3; and (H) in areas, developments,

buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.2. *Density Requirement:* Subject to Subsection 3.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.3. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within five hundred (500) feet of trunk or feeder lines, measured from the property line of a Subscriber (including those on private roads), not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed five hundred (500) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.4. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the Sixth Circuit Court of Appeals decision on appeal in the matter (the "Sixth Circuit Ruling"), within a reasonable period of time following the Effective Date, the Franchisee shall provide written notice to the LFA regarding the manner and process by which the parties shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a franchise agreement consistent with the Sixth Circuit Ruling. If requested in writing by the LFA, Franchisee shall provide, without charge within the Franchise Area, one service outlet activated for Basic Service to each municipal building, public school and public library as designated by the LFA as provided in Exhibit A. The LFA may add to, delete from or change Exhibit A provided that any such additions, deletions or changes are consistent with this Section 3.4. Franchisee may charge for such Basic Service in accordance with applicable law, which as of the Effective Date is Franchisee's marginal cost of providing such service; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such municipal building, school or public library, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such municipal, school or public building. Furthermore, Franchisee shall be permitted to recover, from any municipal, school or public building owner entitled to 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 five hundred (500) feet of drop

cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. 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. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.4 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

3.5. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

#### 4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The System shall be operated with an initial digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 86 channels on the Effective Date.

4.2.2 The System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

4.5. *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

#### 5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall continue to make available to the LFA and/or the PEG Access Designee, as designated in writing by the LFA, one (1) full-time shared Public Access Channel, one (1) full-time shared Educational Access Channel, and two (2) full-time shared

Government Access Channels transmitted in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution up to 480i. (individually, an “SD PEG Access Channel” and collectively, the “SD PEG Access Channels”). Notwithstanding the foregoing, the LFA may elect to replace all or fewer SD PEG Access Channels with the replacement in High Definition (“HD”) display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution up to 720p (each, an “HD PEG Access Channel” and, collectively with the SD PEG Access Channels, the “PEG Access Channels”) by providing written notice to Franchisee. Franchisee shall make each HD PEG Access Channel available to the LFA or the PEG Access Designee to replace each SD PEG Access Channel within two hundred seventy (270) days of Franchisee’s receipt of a written request from the LFA and/or the PEG Access Designee specifying the SD PEG Access Channel to be replaced with an HD PEG Access Channel. The HD PEG Access Channels may not be available at all times during the term of this Agreement on Franchisee’s Basic Service Tier, and a Subscriber may be required to upgrade equipment for an additional charge in order to view the HD PEG Access Channels. All programming content for the HD PEG Access Channels shall be transmitted to Franchisee in HD-SDI format with a resolution of 720p or 1080i. To the extent permitted by law, the Franchisee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change PEG Access Channel assignments in its sole discretion. Franchisee shall provide the LFA with at least thirty (30) day’s prior written notice of such change in PEG Access Channel assignments. If a PEG Access Channel provided under this Article is not being utilized by the LFA or the PEG Access Designee, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA and/or the PEG Access Designee elects to utilize the PEG Access Channel for its intended purpose. In the event that the LFA subsequently determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations and Franchisee shall comply with such request.

5.1.3. The LFA shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG Access Channels, and may delegate such functions, or a portion of such functions, to a PEG Access Designee. Franchisee shall not exercise any editorial control over PEG Access Channels programming. LFA hereby designates North Shore Television (“NSTV”) as its PEG Access Designee.

5.1.4. The Franchisee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System’s commercial channels of similar format and resolution, provided, however, that the Franchisee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Franchisee has no control.

5.1.5. If the Franchisee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in New York State other than on a test

or trial basis, then it shall, upon written request of the LFA, discuss with the LFA or the PEG Access Designee, the technical feasibility and commercial reasonability of listing the LFA's PEG Access Channel program content titles on the Franchisee's electronic program guide and the provision thereof by the Franchisee; however, the Franchisee shall not be required by this Section to list the LFA's PEG Access Channel program content titles on its electronic program guide.

## *5.2. PEG Access Connections:*

5.2.1 The Franchisee shall continue to connect to equipment owned by the LFA and/or the PEG Access Designee at NSTV, 1111 Marcus Avenue, Suite LL27, Lake Success, NY 11042 and Great Neck South Middle School, 349 Lakeville Road, Great Neck, NY 11020 (each, a "PEG Connection Site" and collectively, the "PEG Connection Sites"). The LFA or, if designated by the LFA in writing to Franchisee, the PEG Access Designee, shall be required to pay Franchisee for all costs associated with installing any new connection if initiated by the LFA or PEG Access Designee; provided, however, that the LFA's and/or PEG Access Designee's responsibility for the foregoing costs is subject to the LFA's express written consent, and subject further to Franchisee's prior disclosure of such costs and prior consent to same by the LFA or PEG Access Designee.

5.2.2 Within one hundred eighty (180) days of a written request by the LFA, Franchisee shall relocate during the term of this Agreement one (1) PEG Connection Site as follows: (1) the LFA shall request the relocation in writing to Franchisee; (2) the new location must be a standard installation and situated within five hundred (500) aerial feet of Franchisee's FTTP Network trunk or feeder line measured from the property line of the new location; (3) Franchisee's obligation shall be subject to the same conditions that apply to the PEG Connection Sites as set forth in this Section; (4) the LFA shall provide access to such site at least ninety (90) days prior to anticipated use of any new PEG origination site; and (5) Franchisee shall charge LFA for such relocation based on Franchisee's actual costs. The timeline for relocation of the PEG origination site shall be subject to LFA's timely granting of any and all required permits, make ready, and the detection of all underground utilities.

5.2.3 The demarcation points between the Franchisee's signal processing equipment (which the Franchisee shall own, install and maintain) and the LFA's PEG equipment shall be at the output of the LFA's signal processing equipment at the PEG Connection Sites. The LFA and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation points and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Channel. All PEG access programming shall be transmitted to the Franchisee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the LFA or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the LFA's side of the demarcation points and used to generate or administer any PEG access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The LFA and the Franchisee shall work together in good faith to resolve any connection issues. If the LFA issues a franchise to, or renews a franchise with, a competing Cable Service provider, the competing Cable Service provider may not connect its system to Franchisee's System

for the purposes of obtaining PEG access programming from the PEG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.2.4 The LFA shall provide to Franchisee at the demarcation points a suitable video signal and a suitable audio signal for each PEG Channel. Franchisee, upon receipt of the suitable video and audio signals, shall provide, install and maintain in good working order the equipment necessary for transmitting the PEG signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions, electrical power supply, access, pathway, and other facilities and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations.

5.2.5 Such upstream PEG Channel transmission provided by Franchisee shall comply with applicable FCC standards governing the transport and distribution of video and audio signals to Subscribers.

5.2.6 If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

5.2.7 Subject to Section 5.2, Franchisee shall design, build, and maintain all PEG upstream feeds, connections, and distribution facilities in order that such feeds function as reliably as Franchisee's Cable System as a whole within the Franchise Area.

### 5.3. *PEG Access Channel Support:*

5.3.1 Franchisee shall provide for use in support of the production of local PEG Access Channel programming and on behalf of all Members combined, an initial PEG grant in the total amount of One Hundred Fifty Thousand Dollars (\$150,000.00), payable no later than forty-five (45) days of the Effective Date (the "Initial PEG Grant"), and a quarterly PEG grant in the total amount of One Million Dollars (\$1,000,000.00) payable in twenty (20) quarterly installments of Fifty Thousand Dollars (\$50,000.00) each (the "Quarterly PEG Grant"). The Quarterly PEG Grant shall be paid on or before forty-five (45) days following the end of the calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter) and February 15 (for the fourth quarter). The Initial PEG Grant and Quarterly PEG Grant payments shall be paid directly to NSTV. If Franchisee terminates the Agreement, Franchisee will pay all outstanding Quarterly PEG Grant installments within forty-five (45) days of its written termination notice to the LFA. The Initial PEG Grant and Quarterly PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA and/or PEG Access Designee, as determined by the LFA, shall own all facilities and equipment purchased with the Initial PEG Grant and Quarterly PEG Grant,

and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the Initial PEG Grant and Quarterly PEG Grant.

5.3.2 In addition to the Initial PEG Grant and Quarterly PEG Grant, the Franchisee shall provide continuing PEG access support in the amount of one percent (1%) of the Franchisee's annual Gross Revenues ("Continuing PEG Support") to each Commission municipality by making payment directly to NSTV. The Continuing PEG Support shall be used to support ongoing operations of PEG access programming. Each Continuing PEG Support payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation. The Continuing PEG Support payment shall be calculated on a quarterly basis and made no later than forty-five (45) days following the end of each calendar quarter during the franchise term. Specifically, such payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter) and February 15 (for the fourth quarter).

5.3.3 If a majority of the Members of the Commission decide in writing to change the PEG Access Designee from NSTV to another entity, they shall provide notice of such change to Franchisee, and within forty-five (45) days of receipt of such written notice, Franchisee shall remit Quarterly PEG Grant and Continuing PEG Support payments to the new PEG Access Designee.

5.3.4 If at any time during the term of this Agreement, any other Cable Service provider(s) in the LFA cease(s) to provide cash grants to the LFA in support of the production of local PEG programming as may be required in the franchise agreement(s) between the LFA and such other Cable Service provider(s), then Franchisee's Initial PEG Grant, Quarterly PEG Grant and Continuing PEG Support obligations shall cease. If such other Cable Service provider(s) subsequently resumes the payment of such cash grants as required in its franchise agreement, then Franchisee shall also resume payments of any of the Initial PEG Grant, Quarterly PEG Grant and Continuing PEG Support payments outstanding. Equipment, services and other in-kind, non-monetary contributions to the LFA by such other Cable Service provider shall not count towards the cash grants referenced in the preceding sentence.

5.3.5 Upon Franchisee's written request, the LFA shall provide Franchisee with a copy of the most recent annual report of the PEG Access Designee.

5.4. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee, the LFA and the PEG Access Designee from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.5. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of interconnection, the Initial PEG Grant, the Quarterly PEG Grant and Quarterly PEG Support or any other costs arising from the provision of PEG services and to include such costs as separately billed line items on each Subscriber's bill.

5.6. *PEG Liability:* In accordance with 47 U.S.C. §558, the Franchisee shall not incur any liability arising from any program carried on or in connection with any PEG Channels.

## 6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall continue to pay to the LFA a franchise fee (the "Franchise Fee") of three percent (3%) of annual Gross Revenue; provided, however, that Franchise shall pay a Franchise Fee of four percent (4%) of annual Gross Revenue, with three percent (3%) paid directly to the LFA and one percent (1%) paid directly to NSTV on a going forward basis upon ninety (90) days written notice to Franchisee that all other franchisees providing Cable Service in the Franchise Area are also required to pay a franchise fee of four percent (4%) of annual gross revenue. If at any time during the term, all cable operators providing cable service in the Franchise Area pay the LFA a lower Franchise Fee, Franchisee agrees to pay the same decreased Franchise Fee to the extent permitted by law. If all other cable operators cease the provision of cable service in the Franchise Area during the term, Franchisee agrees that it will continue to pay the highest Franchise Fee assessed during the time that all cable operators provided cable service. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Franchise Fee payments shall be calculated on a quarterly basis and made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter) and February 15 (for the fourth quarter). Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. Late payments shall be subject to interest at a rate of six percent (6%) per annum from the due date to the date the payment is made.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

### 6.3. *Audit:*

6.3.1 LFA may conduct an audit related to the Franchise Fee payments required under this Agreement no more than once every three (3) years during the term. Any audit shall be initiated through written notice to Franchisee by LFA, and LFA or auditor employed by LFA shall submit its complete request for records within one (1) month of LFA providing written notice of an audit. Subject to the confidentiality provisions of Section 7.1, and execution of a non-

disclosure agreement with an auditor directly employed by LFA, all records necessary for an audit shall be made available in a timely manner by Franchisee to LFA or its auditor for inspection at an office of Franchisee during Franchisee's regular business hours. The parties shall work cooperatively on an ongoing basis during the audit review if the LFA or its designated auditor identifies reasonable follow up requests to the extent necessary to complete the audit.

6.3.2 Any such audit conducted by LFA or auditor employed by the LFA shall be completed in an expeditious and timely manner. If upon completion of the audit, LFA does not make a claim for additional payments, then LFA shall provide Franchisee with written documentation of closure of the audit within sixty (60) days of the completion of the audit. If the LFA or the auditor employed by the LFA does not have any open requests and does not provide written documentation of closure of audit, the audit will be deemed closed after ninety (90) days of inactivity.

6.3.3 If the results of an audit indicate an overpayment or underpayment of Franchise Fees, as indicated in a report to be provided by the auditor to Franchisee, the parties agree that such overpayment or underpayment plus interest at a rate of six percent (6%) per annum from the due date to the date the payment is made shall be returned to the proper party within sixty (60) days of written notice.

6.3.4 All audits conducted by an independent third party should be performed using Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants and who shall not be permitted to be compensated on a success based formula, *e.g.*, payment based on an underpayment of fees, if any.

6.4. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.5. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders. Notwithstanding the foregoing, if the Franchisee bundles Cable Service with Non-Cable Service, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise Fee payments under this franchise. The parties agree that tariffed telecommunications services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

6.6. *Section 626 Set-Off:*

6.6.1. Except as provided in 6.6.2. below, the Franchise Fee shall not constitute a set off against the special franchise tax as provided for in N.Y. Real Property Tax Law Section 626. The operation of this subparagraph shall be strictly limited to Franchise Fees lawfully

imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of state or federal law regarding the provision of services other than Cable Service.

6.6.2. Section 6.6.1 will no longer be valid and Franchisee may immediately begin applying the Franchise Fee as an off-set to the special franchise tax as provided for in N.Y. Real Property Tax Law Section 626 if (a) the LFA enters into a new or renewal cable franchise agreement with a Cable Service provider and does not include a provision in the agreement that is substantially similar to Section 6.6.1, above, in restricting the use of a Franchise Fee as an off-set to the special franchise tax; (b) the LFA otherwise permits a Cable Service provider to use a Franchise Fee as an off-set to the special franchise tax; or (c) a Cable Service provider subject to a Franchise Fee by the LFA uses the Franchise Fee as an off-set to the special franchise tax with the knowledge of the LFA.

6.7. *Maximum Franchise Fee Obligation:* The Franchisee shall not be liable for a total Franchise Fee pursuant to this Franchise and applicable law in excess of five percent (5%) of annual Gross Revenue.

## **7. REPORTS AND RECORDS**

7.1. *Open Books and Records:* Upon no less than forty-five (45) days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to this Agreement governing Franchisee's provision of Cable Service in the Franchise Area at any time during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement governing the provision of Cable Service in the Franchise Area. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information unrelated to the calculation of Franchise Fees; or other information that is reasonably determined by the Franchisee to be competitively sensitive. Any information disclosed to the LFA that the Franchisee reasonably identifies as confidential or competitively sensitive (including, without limitation, financial information related to the calculation of Franchise Fees) shall be treated by the LFA as confidential subject to applicable law and the LFA shall disclose such information only to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect

of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

## 8. **INSURANCE AND INDEMNIFICATION**

### 8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Franchise, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of eleven million dollars (\$11,000,000) per occurrence for property damage and bodily injury and eleven million dollars (\$11,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Village.

8.1.1.2. Automobile Liability Insurance in the amount of eleven million dollars (\$11,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease-each employee: \$100,000; \$500,000 disease-policy limit.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage. Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8 and without submitting insurance certificates to the LFA verifying that Franchisee has obtained such alternative insurance.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

8.1.5. Within thirty (30) days of the Effective Date and upon written request, the Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

## 8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA, its officers, agents, boards, elected and appointed officials and employees, for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees, or infringement of copyright or patent rights arising from Franchisee's provision of Cable Services over the Cable System other than PEG facilities and channels, provided that the LFA shall give Franchisee timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event, the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, or contractors for any activity or function conducted by any Person unaffiliated with the Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

## 9. **TRANSFER OF FRANCHISE**

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 written consent of the LFA, provided that such consent shall not be unreasonably conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Subsection 1.31 above.

## 10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, 47 U.S.C. § 546, the LFA shall notify Franchisee of any of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and the Cable Law.

## 11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have forty-five (45) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such forty-five (45) day period, initiate reasonable steps to remedy such noncompliance, notify the LFA of the steps

being taken and the date by which Franchisee reasonably projects that it will complete cure of such noncompliance and diligently pursue such cure to completion. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Liquidated Damages:* For the violation of any of the following provisions of this Franchise, liquidated damages shall be paid by the Franchisee to the LFA. Any such liquidated damages shall be assessed as of the date that is forty-five (45) days from the Franchisee's receipt of the Noncompliance Notice, provided that the Franchisee has not cured the noncompliance upon which the Noncompliance Notice was issued, in accordance with the procedures set forth in Sections 11.1 and 11.2 above. On an annual basis from the Effective Date, the Franchisee shall not be liable for liquidated damages that exceed fifteen thousand dollars (\$15,000) in the aggregate for all Members of the Commission combined. Liquidated damages shall be assessed as follows.

For failure to provide Cable Service as set forth in Sections 3.1-3.3.....	\$150 per day for each day the violation continues;
For failure to maintain the system standards as set forth in Section 4.....	\$150 per day for each day the violation continues;
For failure to provide PEG Services to residents of the LFA specified in Section 5 .....	\$150 per day for each day the violation continues;
For failure to provide LFA with any reports or records required by the Agreement within the time period required.....	\$150 per day for each day the violation continues;
For failure to carry the insurance specified in Subsection 8.1.1 .....	\$150 per day for each day the violation continues;
For a transfer specified in Article 9 without required approval.....	\$150 per day for each day the violation continues.

11.3.1. Any liquidated damages assessed pursuant to this section shall not be a limitation upon the LFA taking other action it deems appropriate pursuant to any other provisions of this Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the LFA collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.3 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for that specific breach for such specific period of time only.

11.3.2. The parties agree that each case of non-compliance as set forth in this Section 11.3. shall result in damage to the LFA, compensation for which will be difficult to ascertain. The parties agree that the liquidated damages in the amounts set forth in this Section 11.3. are fair and reasonable compensation for such damage with respect to those violations for which a specific liquidated damage is listed in Section 11.3.

11.4. *Public Hearing:* Pursuant to Section 11.6 below, (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within forty-five (45) days or the date projected pursuant to Section 11.2(iii) above, the LFA shall provide Franchisee at least thirty (30) business days prior written notice of a public hearing, which will specify the time, place and purpose of such public hearing, including, whether revocation of this Franchise is a possible consequence at such hearing, and provide Franchisee the opportunity to be heard and to present evidence.

11.5. *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.4, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.5.3. Assess liquidated damages in accordance with the schedule set forth in Section 11.3 above; or

11.5.4. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.6.

11.6. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.4, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.6.2. Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and promptly thereafter the LFA shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall, to the extent permitted under applicable law, have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.7. *Abandonment of Service*: Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, in the event Franchisee invokes Section 2.4 of this Franchise (*Termination Generally*), the parties agree that only written notice from the Franchisee to the LFA consistent with Section 2.4 will be required.

## 12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty

relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be mailed to:

Verizon  
1300 I St. NW  
Suite 500 East  
Washington, DC 20005  
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the LFA shall be mailed to:

Office of the Mayor  
Great Neck Village Hall  
61 Baker Hill Road  
Great Neck, NY 11023

with a copy to:

Office of the Village Clerk  
Great Neck Village Hall  
61 Baker Hill Road  
Great Neck, NY 11023

12.7. *Entire Agreement:* This Franchise and the Exhibit hereto constitute the entire agreement between Franchisee and the LFA and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges*: The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information*: LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16. *Customer Service*: Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *Employment Practices*: Franchisee will not refuse to hire, nor will it 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, sex or any protected category of persons under federal or state law.

12.18. *Identification of Franchisee's Employees, Vehicles & Contractors*: The Franchisee shall require all the Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers to wear a clearly visible identification card bearing their name and photograph.

12.18.1. The Franchisee shall make reasonable effort to account for all identification cards at all times.

12.18.2. The Franchisee shall require all the Franchisee representatives to wear appropriate clothing while working at a Subscriber's premises.

12.18.3. The Franchisee shall require that all service vehicles of the Franchisee and its contractors or subcontractors be clearly identified as such to the public. Specifically, the Franchisee vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

12.19. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.20. *LFA Official:* The Mayor of the LFA, or the designated representative or representatives of the Mayor, will be responsible for the continuing administration of this Agreement.

12.21. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.22. *Independent Review; Agreement:* The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

12.23. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

*[Signature Page Follows]*

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

The Village of Great Neck

By: \_\_\_\_\_  
Pedram Bral, Mayor

Verizon New York Inc.

Approved as to Form:

By: \_\_\_\_\_  
Eugene B. Barrins,  
Vice President - New York Metro Region  
Wireline Network Field Operations

\_\_\_\_\_  
Verizon Law Department

## **EXHIBIT A**

### **MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3\* (All in Great Neck, NY 11023)**

1. Great Neck Village Hall, 61 Baker Hill Road
2. Village Garage, 765 Middle Neck Road
3. Village Sewer Plant, 265 East Shore Road
4. Great Neck Housing Authority, 700 Middle Neck Road
5. Parkwood Tennis Facility, 65 Arrandale Ave
6. Great Neck House, 14 Arrandale Ave
7. Park District Office, 5 Beach Road
8. Parkwood Pool & Rink Facility, 65 Arrandale Ave
9. Great Neck North High School, 35 Polo Road
10. Great Neck North Middle School, 77 Polo Road
11. Village School, 614 Middle Neck Rd.
12. Elizabeth Mellick Baker School, 69 Baker Hill Road

\* The LFA may add to, delete from or change this Exhibit A provided that any such additions, deletions or changes are consistent with Section 3.4 of the Agreement.



**ITEM TITLE:**

Resolution Allowing Appointment of Election Inspectors who Live in Nassau County

**SUBJECT:**

Resolution to expand the residency requirements for the Village's 2025 General Election's Inspectors to encompass all of Nassau County:

**WHEREAS**, Public Officers Law §3 requires that all public officers be residents of the municipality by which they are employed; and

**WHEREAS**, Village Law §3-300(2) requires that village officers be residents of the village by which they are employed; and

**WHEREAS**, Village Law §3-300(2)(a) authorizes a village board of trustees to allow, by resolution, appointed Village officers to reside within a county in which the village is wholly or partially situated; and

**WHEREAS**, the office of election inspector is a village public officer and is subject to Public Officers Law§3 and Village Law§3-300(2); and

**WHEREAS**, the Nassau County Board of Elections certifies qualified election inspectors and has provided the Village with a listing of certified election inspectors; and

**WHEREAS**, the Village Clerk will canvas the list provided by Nassau County BOE and may not be able to select an adequate number of election inspectors and alternate inspectors who are ready willing and able to perform the functions of election inspector for the upcoming election and who reside within the Village; and

**WHEREAS**, due to the potential lack of an adequate number of certified election inspectors who reside within the Village, the Village Clerk may need to select election inspectors and alternate inspectors who reside outside the Village;

**NOW THEREFORE, BE IT RESOLVED**, in lieu of any other residency requirement imposed by law, for the election occurring on June 17, 2025, Village election inspectors, and alternate inspectors, may reside within the County of Nassau.



**ITEM TITLE:**

Appointment of Election Inspectors

**SUBJECT:**

**RESOLVED**, that pursuant to Section 15-116(1) and (2) of the Election Law, following individuals are appointed as Election Inspectors for the Village Election to be held on Tuesday - June 17, 2025:

Emlyn Nieves Democrat  
Maria Luz (Lucy) Trunk Democrat  
Samantha Fountain Democrat  
Sandra Navarrete Bracco Democrat

Angus Tassone Republican  
Elizabeth Salamat Shalom Republican  
James C. Hartford Republican  
Mildred Tassone Republican



**ITEM TITLE:**

Letter of Intent - Certified Pro-Housing Community

**ATTACHMENTS:**

	Description	Type
	Letter	Backup Material



# Village of Great Neck

767 Middle Neck Road, Great Neck, NY 11024

Tel: 516-482-2000 Fax: 516-482-2606

Mayor  
Pedram Bral

Deputy Mayor & Trustee  
Barton Sobel

Trustees  
Steven Hope  
Eli Kashi  
Anne Mendelson

May 6, 2025

The Honorable Kathy Hochul  
Governor of New York State  
NYS State Capitol Building  
Albany, NY 12224

Re: Pro-Housing Community Letter of Intent

Dear Governor Hochul:

The Village of Great Neck respectfully submits this Letter of Intent to be recognized by New York State as a Pro-Housing Community.

Over the course of my term in office, the Board of Trustees of the Village has taken measures to update our zoning codes and approved numbers of projects to increase the number of our housing stock.

The Village staff will work in conjunction with New York State Homes and Community Renewal to compile and submit all necessary information to certify our participation.

The Board of Trustees and I look forward to this opportunity to partner with New York State in reaching these important housing goals in our community.

Sincerely,

Pedram Bral, M.D.  
Mayor



**ITEM TITLE:**

Village Hall Summer Hours 2025

**SUBJECT:**

Requesting Friday Summer Hours for Village employees beginning Friday, May 23rd through Friday, August 29th. Village Hall would close at 3:00 P.M.


To compensate for a Friday early departure, employees would take a 45 minute lunch break, in lieu of a 60 minute lunch break, from Monday through Thursday and a 30 minute lunch break on Fridays.



**ITEM TITLE:**

Minutes of 04/22/25 Meeting

**ATTACHMENTS:**

	Description	Type
	Minutes	Backup Material



**Board of Trustees Meeting  
VILLAGE OF GREAT NECK  
April 22, 2025  
Minutes**

**I. PLEDGE OF ALLEGIANCE**

Mayor Bral called the meeting to order at approximately 7:39 pm and led the Board and the public in reciting the Pledge of Allegiance.

Board Members Present:

Mayor Pedram Bral

Deputy Mayor Barton Sobel (arrived at 7:50 pm)

Trustee Eli Kashi

Trustee Anne Mendelson

Trustee Steven Hope was not in attendance.

Others Present:

Village Superintendent of Buildings Michael Sweeney

Village Superintendent of Department of Public Works James Neubert

Village Clerk-Treasurer Abraham Cohan

Village Deputy Clerk Maria Guercia

Village Counsel Stephen Martir

Mayor Bral opened the meeting wishing Village Superintendent of Department of Public Works James Neubert a happy birthday, followed by the Board and those present doing the same.

Mayor Bral expressed his satisfaction with the new Court Room trailer, which is double in size, and stated the removal of the former trailer, and installation of the new trailer, was a successful transition as a result of the collaboration between the Building Department, Department of Public Works and the Deputy Clerk.

**II. DEPARTMENTAL REPORTS**

**A. NCPD Report - Feb 2025**

The Nassau County Police Report for the month of February 2025 was accepted and ordered placed on file.

Mayor Bral addressed the residents in attendance and inquired if they see a routine police presence throughout the Village and they advised the Mayor they did.

Mayor Bral expressed his concern with speeding along Middle Neck Road and asked Village Clerk-Treasurer Cohan if a speed radar gun had been obtained and Mr. Cohan advised the Mayor a speed radar gun was budgeted for purchase in the 2025/2026 budget.

**B. Department of Public Works March 2025 Report**

The Department of Public Works Report for the month of March 2025 was accepted and ordered placed on file.

Village Superintendent of Department of Public Works James Neubert stated that the Department of Public Works had completed all spring clean up, cleared debris from the median along Middle Neck Road, completed tree removal and started planting.

Mr. Neubert said the Department of Public Works began planting replacement trees from south to north on Middle Neck Road and had completed planting a total of 8 trees. Over the past two weeks, the Department of Public Works began watering the Middle Neck Road median and are in the process of placing slow release watering bags around the trees.

Mayor Bral asked Superintendent Neubert if additional soil was needed when planting the new trees. Mr. Neubert stated additional soil was not needed for the replacement of the trees, however in the areas where the sidewalk is thicker than 6 inches, soil was added to keep the sidewalks safe and level. Superintendent Neubert advised the Board that he is waiting for a mason's estimate, who has a

contract with the Town of Hempstead, and would use the estimated amount to apply for a grant with New York State.

Village Clerk-Treasurer Cohan presented a brochure of various pavers and tree grates. Mayor Bral suggested, and Mr. Neubert concurred, the Village could purchase pavers directly from the manufacturer and the Department of Public Works would install them. Village Clerk-Treasurer Cohan recommended the job be put out for bid, because other contractors may bid a lower price. The Board tabled selecting the pavers and tree grates.

Superintendent Neubert informed the Board that he and Alexa Friend, of LVF Landscape Architects, are scheduled for a final walk through of the Middle Neck Road medians on Friday. Mr. Neubert explained that the 2 year warranty on the new plants along the Middle Neck Road median was about to expire and those plants that did not flourish would be replaced by the contractor at no cost to the Village.

C. Buildings Department March 2025 Report

The Building Department Report for the month of March 2025 was accepted and ordered placed on file.

Village Superintendent of Buildings Michael Sweeney informed the Board that he would like to meet with Alert Engine Hook Ladder and Hose, located at 555 Middle Neck Road, sometime in the future to discuss creating a registry containing all solar-ready homes, ie: solar panels, Tesla connection, and Tesla battery packs. Mr. Sweeney explained that many residents have been installing battery packs, in lieu of generators, as a back-up for their electricity. He further that the battery packs requires a permit and is mounted on the side or back of the home, and is approximately 5-6 feet in height and 6-8 inches in width. Superintendent Sweeney stated providing Alert with a list would ensure they are well prepared, and remain safe, should they need to respond.

### III. OLD BUSINESS

### IV. PUBLIC HEARING

A. Public Hearing to Amend Section 184 of the Village Code

Village Clerk-Treasurer Cohan stated the Public Hearing to Amend Section 184 of the Village Code was opened at the April 8, 2025 Board of Trustees meeting but was suspended for further clarification of the wording of the Local Law.

Mayor Bral made a motion to reopen the Public Hearing to Amend Section 184 of the Village Code concerning Subdivision of Land, amending Section 184-33 relating to Parks, which was seconded by Trustee Mendelson, and unanimously carried.

Village Counsel Steven Martir explained that the wording of the amendment presented at the April 8, 2025 Hearing stated creating a Community Benefit Fund, in addition to the Park Fund.

Village Clerk-Treasurer Cohan explained that the Community Benefit Fund is a subsection of the General Fund and there are no restrictions on the use at the discretion of the Board as to where the money is appropriated. Village Counsel Martir emphasized the General Fund is not a Reserve Fund.

Public comments were made from the following residents:

Jean Pierce, 44 Arrandale Avenue  
David Zielenziger, of 15 Beach Road

Deputy Mayor Sobel made a motion to close the Public Hearing, seconded by Mayor Bral, and unanimously carried.

Mayor Bral moved to adopt the Local Law No. 3 of 2025, seconded by Trustee Mendelson, and unanimously carried.

### **Bill No. 3 of 2025**

#### **INCORPORATED VILLAGE OF GREATNECK BOARD OF TRUSTEES**

Local Law No. 3 of 2025

A LOCAL LAW TO AMEND CHAPTER 184 OF THE VILLAGE CODE  
CONCERNING SUBDIVISION OF LAND AMENDING SECTION 184-33  
RELATED TO PARKS

**WHEREAS**, over the last five years, the Board of Trustees has evaluated recent proposed and potential multifamily residential developments in the Village, and throughout the Great Neck Peninsula. The greater number of these apartment units have been rental developments;

**WHEREAS**, it is apparent to the Board of Trustees that there is a need for ownership options within the Village, other than single-family homes, i.e. condominium ownership; and

**WHEREAS**, a condominium development is a subdivision the requires the approval of the Village Planning Board; and

**WHEREAS**, the Village Code provides for the ability of the Planning Board to impose a Park Fee, except where parkland can be suitably located on the property to be subdivided. This fee is based upon the increase in value of the individual property following the granting of a subdivision and, historically, does not involve the creation of more than one to two new single-family lots; and

**WHEREAS**, as a result of the developed nature of the Village, only a sparse number of subdivisions of a greater number has been possible; and

**WHEREAS**, a property being developed as a multi-family rental is not subject to a Park Fee; however, one that is proposed as a condominium is the subject of a Park Fee and could include multiple individual 'properties' or 'units' in a single development; and

**WHEREAS**, the current Village Zoning Map and Code permits multi-family developments in overlay/incentive building zones; and

**WHEREAS**, when granting a multi-family development that is subject to, and receives zoning incentives, the applicants are required to propose an Incentive Fee. This could be an improvement for the benefit of the community as a whole or a payment of a sum in lieu thereof; and

**WHEREAS**, condominium developments provide both ownership options for the purchasers and generate greater tax revenues for all the County Taxing Authorities. For these projects to be approved, the applicant/developer is obligated to pay to the Village an Incentive Fee in addition to a Park Fee for each individual unit in a single condominium project; and

**WHEREAS**, in an effort to encourage development of for-sale versus rental multi-family projects within the Village, the Board of Trustees has decided to restructure the fees and costs that can be imposed by the Planning Board (Park Fee); and

**WHEREAS**, when there are five (5) or more residential condominium units proposed as part of a single project that also seeks Incentives from the Board of Trustees, the Incentive Fee imposed by the Board of Trustees shall be in lieu of any Park Fee or parkland dedication that would have been imposed by the Planning Board; and

**WHEREAS**, the Village waiver of a separate Park Fee, that would be in addition to an Incentive Fee, provides the Village with greater flexibility to utilize such Incentive for the needs and betterment of the Village. This restructure will also serve as a financial incentive to developers encourages property ownership possibilities. Condominium units will greatly increase the taxable revenue for General, School, and Village Taxes compared to rental units based upon the assessment methodology utilized by the taxing entities. The continuing additional taxable revenue collected will far exceed any loss resulting from the one-time waiver of the Park Fee or parkland dedication. Such waiver also enhances the flexibility the Board of Trustees to create improvements and programs to enhance the quality of life for its constituents; and

**NOW THEREFORE, BE IT ENACTED**, by the Board of Trustees of the Incorporated Village of Great Neck, as follows:

**Section 1.** Section 33 entitled "Parks" of Chapter 184 of the Village Code, entitled "Subdivision of Land" is hereby amended to add a new Section D as follows:

**§184-33 Parks.**

**D. Residential Condominium Subdivisions**

There shall be no Park Fee imposed by the Planning Board where there is a subdivision of real property within the Village of a residential condominium development of five (5) or more units in a single project. This waiver of a Park Fee shall only apply to multi-family condominium (for sale) projects that have been granted a Development Incentive benefit from the Board of Trustees and such Development Incentive benefit exceeds the amount of the park fee that would have been otherwise imposed pursuant to this Chapter.

**Section 2.** This local law is determined to be a TYPE II action under the NY State Environmental Quality Review Act ("SEQRA").

**Section 3.** This local law shall take effect immediately upon filing with the Office of the Secretary of State.

\*\*\*\*\*

Further, Village Counsel Martir stated that there was no change to the presentation from the April 8, 2025 Board of Trustees meeting regarding the Hearing to Amend Chapter 184 of the Village Code, concerning Subdivision of Land, amending Section 184-33 relating to parks. Mr. Martir explained Local Law 4 would permit applicants subject to the Park Fund with an alternative option for incentive fees for condominiums of 5 or more units. Park Fees would not exceed 4% of the fair market value while General Funds would not exceed 3% of the fair market value.

Deputy Mayor Sobel made a motion to open the Public Hearing to Amend Section 184 of the Village Code concerning Subdivision of Land, amending Section 184-33 relating to Parks, which was seconded by Trustee Mendelson, and unanimously carried.

Public comments were made from the following residents:

Jean Pierce, 44 Arrandale Avenue

David Zielenziger, of 15 Beach Road

Mayor Bral stated the Park Fund is very limited to where the money can be spent. Village Counsel Martir explained Villages without a Park Districts are able to allocate money to subsidize activities however the Village of Great Neck is unique from other Village's because it has its own Park District.

Mayor Bral expressed the importance of approving this Local Law for all Village residents, current and future, and explained condominium owners would also be responsible for their share of Village taxes, alleviating the potential of extreme increases in Village taxes.

Trustee Kashi made a motion to close the Public Hearing, seconded by Deputy Mayor Sobel, and unanimously carried.

Deputy Trustee Sobel moved to adopt the Local Law No. 4 of 2025, seconded by Mayor Bral, and unanimously carried.

**Bill No. 4 of 2025**

**INCORPORATED VILLAGE OF GREAT NECK  
BOARD OF TRUSTEES**

Local Law No. 4 of 2025

**A LOCAL LAW TO AMEND CHAPTER 184 OF THE VILLAGE CODE  
CONCERNING SUBDIVISION OF LAND AMENDING SECTION 184-33  
RELATED TO PARKS**

**WHEREAS**, the Village wishes to update its provisions related to contributing to the Park Fund so that the Planning Board has additional flexibility in imposing a fee where it finds that a proper case exists in a subdivision application for requiring a park, but a suitable park cannot be located properly within the subdivision; and

**WHEREAS**, if the Planning Board finds that a proper case exists in a subdivision application for requiring a park, but a suitable park cannot be located properly within the subdivision, the applicant shall be required to pay a sum of money to the Village's Park Fund, in no event to exceed four percent of the value of the total area within and after the subdivision; and

**WHEREAS**, the Village wishes permit applicants subject to the Park Fund an alternative option to contribute to the Village in lieu of contributing to the Park Fund;

**WHEREAS**, the purpose of the payment in lieu of contributing to the Park Fund shall be to provide funds to benefit the residents of the Village by providing for landscaping, beautification, maintenance, and safety of Village Property, and to otherwise enhance the operations and services of the Village for the benefit of the residents of the Village; and

**WHEREAS**, an applicant, if he/she chooses to contribute to the Village in lieu of paying to the Park Fund, will receive a savings of one percent (1%) of the fee that would have been otherwise imposed by the Planning Board and contributed to the Park Fund; and

**NOW THEREFORE, BE IT ENACTED**, by the Board of Trustees of the Incorporated Village of Great Neck, as follows:

**Section 1.** Section 33 entitled "Parks" of Chapter 184 of the Village Code, entitled "Subdivision of Land" is hereby amended revised Section C and to add a new Section E as follows (items in ~~strikeout~~ are deleted and **bolded/underlined** are added):

**§184-33 Parks.**

C. Contributing to the Park Fund, when appropriate.

However, when the Planning Board finds that a proper case exists in a subdivision application for requiring that a park or parks be suitably located for playgrounds or other recreational purposes within the Village, and a suitable park or parks of adequate size to meet the necessary requirements cannot be properly located within such subdivision, the applicant shall be required to pay a sum of money to the Village's Park Fund, a trust fund to be used by the Village exclusively for park, playground, or other recreational purposes, including the acquisition of property. In no event shall such sum exceed ~~three~~ **four** percent of the fair market value of all of the parcels within the subdivision, based upon their value after the granting of the subdivision application. Such sums paid by developers of subdivisions, who do not provide for additional park and recreational facilities within their proposed subdivisions, will enable the Village to plan for the recreational needs of the Village residents in new subdivisions and ameliorate the additional strain that the new residents in those subdivisions will place on the already limited park and recreational facilities of the Village.

**E. Payment In Lieu Of Park Fees**

**1. Purpose Of Payment In Lieu Of Park Fees.**

**The purpose of the payment in lieu of contributing to the Park Fund shall be to provide funds to benefit the residents of the Village by providing for landscaping, beautification, maintenance, and safety of Village Property, and to otherwise enhance the operations and services of the Village for the benefit of the residents of the Village.**

2. Uses Of Payment In Lieu Of Park Fees.

The Board of Trustees shall have the sole authority to determine the uses of the payment in lieu of Park Fees.

3. Fees For Payment In Lieu Of Park Fees.

In addition to such other fees as may be required for the granting of a subdivision application, except as provided in Section 184-33(D), every grant of a subdivision shall include the option of the applicant/developer to contribute to the Park Fund (4%), as set forth above, or in lieu thereof, make a payment in lieu of Park Fees to the Village in the amount of three percent (3%) of the fair market value of all of the lots within the subdivision, based upon their value after the granting of the subdivision application.

4. Determination Of Fee.

In the event that the applicant for the subdivision does not agree with the Planning Board's determination of said fair market value, then, and in that event, at the option of the applicant, to be exercised within fifteen (15) days after the Planning Board's determination of said fair market value, the applicant may request, in writing, to the Village Clerk that the Planning Board engage an independent appraiser, at the applicant's sole cost and expense, to be chosen by the Planning Board, to provide the Planning Board with an appraisal to assist it in its determination of said fair market value. If said request is not received by the Village Clerk, in writing, within said fifteen (15) day period, the applicant's option to obtain said appraisal shall be deemed waived.

**Section 2.** This local law is determined to be a TYPE II action under the NY State Environmental Quality Review Act ("SEQRA").

**Section 3.** This local law shall take effect immediately upon filing with the Office of the Secretary of State.

B. Public Hearing to Amend Article I of Chapter 111 of the Village Code

Village Clerk-Treasurer Cohan announced a Public Hearing to amend Article I of Chapter 111 of the Village Code, which most recently was presented at the April 8th, 2025 Board of Trustees meeting where the Board directed Village Clerk-Treasurer Cohan to re-publish the Public Hearing one last time.

Mayor Bral made a motion to open the Public Hearing to Amend Article I of Chapter 111 of the Village Code, relating to Terms of Office, which was seconded by Trustee Mendelson, and unanimously carried.

Village Counsel Martir stated the proposed local law would amend Village Trustee and Village Justice office terms from two year terms to four year terms, to commence with the 2025 General Village Election. He explained the 2026 General Village Election's successful incumbents would serve a one time five year term enabling future General Village Elections for such offices to be held biennially in odd-numbered years.

Public comments were made from the following residents:

Jean Pierce, 44 Arrandale Avenue  
David Zielenziger, of 15 Beach Road

Village Clerk-Treasurer was asked if he received any feedback from the public and he advised the Board when the Public Hearing to amend Article I of Chapter 111 was first presented in October 2024, he had received a total of 7 emails against the proposed amendment and 1 phone call stating indifference and has received nothing else since that time.

Mayor Bral stated this amendment has been on the agenda numerous times and each time no members of the public were present. He continued, stating he has been thinking about this difficult decision as there are many plus and minuses, and had asked members of the Board to speak with the constituents for feedback. Mayor Bral explained based on the Board's study, most Villages in New York State had 4 year terms of office and the Village of Great Neck was one of a few that had 2 year terms of office. Mayor Bral stated a 4 year term provided more stability governing the Village and would also be a cost saving measure, as the expense of yearly elections is approximately \$10,000. Mayor Bral said those he spoke with are indifferent on the subject.

Deputy Mayor Sobel stated the residents he spoke with are indifferent on the change of terms of office and residents were weary of having to vote on a yearly basis. He stated obtaining signatures on petitions, and the effort and time spent by Village staff to run the election annually, was demanding. Deputy Mayor Sobel emphasized many elections, such as school, library, sewer, etc., take place throughout the year and residents grow tiresome of having to come out to vote.

Trustee Mendelson stated she received the same feedback from residents she spoke with as they too are indifferent about the length of office terms, and had grown weary of voting yearly. She said residents may make a concerted effort to vote with four year office terms, increasing voter turnout.

Trustee Kashi stated he spoke with many throughout the Village who felt indifferent about amending office terms. He stated residents felt yearly voting was monotonous and tended not to vote.

The Board members unanimously agreed they had no preference to the length of the terms of office, as their dedication to the well being of the residents, and the future of the Village of Great Neck remains the same. Mayor Bral mentioned that several years ago, the

current Board of Trustees wanted to implement a change in the zoning code, and 150 residents attended the Board of Trustees meeting to express their resistance and concern. He said although the Board won the mandate, the Board took into consideration the opposing feedback from the residents and decided to "let it be". Mayor Bral referred to this instance to reiterate the Board's selfless interest for the Village residents, and the community.

Village Clerk-Treasurer Cohan advised the Board this Local Law is subject to permissive referendum. He stated effective tomorrow, April 23, 2025, anyone who is against this Local Law has 30 days to submit a petition with a required number of signatures, a minimum of 20% of the total number of registered voters in the Village as of the last Election, June 2024, approximately 6,400 registered voters. If submitted, the petition would force a referendum on this change to be placed on the ballot on the June 17, 2025 Election.

Mayor Bral made a motion to close the Public Hearing, seconded by Deputy Mayor Sobel, and unanimously carried.

Deputy Mayor Sobel moved to adopt the Local Law No. 5 of 2025, seconded by Mayor Bral, and unanimously carried.

#### **Bill No. 5 of 2025**

### **INCORPORATED VILLAGE OF GREAT NECK BOARD OF TRUSTEES Local Law No. 5 of 2025**

#### **A LOCAL LAW TO AMEND ARTICLE I OF CHAPTER 111 OF THE VILLAGE CODE CONCERNING OFFICES AND ELECTIONS**

**BE IT ENACTED**, by the Board of Trustees of the Incorporated Village of Great Neck, as follows

**Section 1.** Article I of Chapter 111 of the Village Code, entitled "Offices and Elections," is hereby amended as follows

#### **§ 111-1 Terms of Office.**

A. Except as set forth herein, all of the terms of office of all of the Village officers shall be as set forth in the Village Law.

B. Mayor: The terms of office of all mayors elected after 2003 2024 shall be two four years.

C. Trustee: The terms of office of all trustees elected after 2003 2024 shall be two four years.

**D. Notwithstanding the provisions of Chapter 111-2 of this section and pursuant to the provisions of Village Law § 3-302(7) (a) and (c), the terms of office for the Mayor, Trustees and Village Justice to be elected at the 2025 general Village election shall be four years each, and the terms of office of the Trustees to be elected at the 2026 general Village election shall be five years. Thereafter, the successors to each such office shall be in accordance with sub-chapter C of this chapter**

#### **§ 111-2 Annual General Village Elections.**

Title of this chapter shall be changed to "**General Village Elections**"

The general Village elections shall be held annually. **Commencing with the 2025 general Village election, elections shall be held for the offices of Mayor, Trustees and Village Justice for terms of four years each, and elections for such offices thereafter shall be held biennially in odd-numbered years.**

**Section 2.** This local law shall take effect immediately upon filing with the Office of the Secretary of State, subject to a permissive referendum pursuant to the provisions of NYS General Municipal Law section 24.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

C. 2026 Budget Public Hearing

A motion was made to open the 2026 Budget Public Hearing by Mayor Bral, seconded by Trustee Kashi, and unanimously carried.

Village Clerk-Treasurer Cohan presented the Annual Budget for the fiscal year commencing on June 1, 2025 through May 31, 2026.

Village Clerk-Treasurer Cohan explained that the Board has decided not to increase the levy. He further explained that base proportions, for the first time in many years, has shifted from Homestead to Non-Homestead, and this would reduce the total levy allocated to the Homestead class, which in return would reduce the class tax amount. Mayor Bral explained that the PILOT program does not waive taxes on a property forever, and emphasized that it would only reduce a portion of taxes for finite number of years.

There were no comments from the public and upon the motion of Deputy Mayor Sobel, seconded by Trustee Kashi, and unanimously carried, the Public Hearing was closed.

Upon the motion of Mayor Bral, seconded by Trustee Kashi, and unanimously carried, the Board adopted the 2026 Village of Great Neck Budget as presented and approved the following resolutions:

**Resolution #1:**

**Resolved**, pursuant to Section 5-508 of the New York Village Law, the tentative budget of estimated revenues and expenditure and the base proportions for homestead (87.7138%) and non-homestead (12.2862%) classes of the Village of Great Neck for the fiscal year June 1, 2025 to May 31, 2026, be and the same hereby is approved and adopted as filed.

**Resolution #2:**

**Resolved**, pursuant to section 1420 of the Real Property Tax Law, the following funds necessary to meet the obligations of the village of Great Neck for the fiscal year June 1, 2025 to May 31, 2026 be raised by levy of tax on all taxable property in the Village as set forth on the 2025 assessment roll of the Village:

- |      |  |              |
|------|--|--------------|
| i.   | Total amount of budget for fiscal year June 1, 2025 to and including May 31, 2026 as adopted by the Board of Trustees following the Public Hearing thereon which concluded on April 22, 2025 | \$13,146,870 |
| ii.  | LESS: Appropriated Surplus   | \$3,490,914  |
| iii. | LESS: Estimated Revenues for 25/26   | \$2,204,165  |
| iv.  | Leaving a Balance to be raised by Tax Levy of  | \$7,451,791  |

and that the tax rate for the collection of said Village Tax Levy be fixed at 2.07896048 for Homestead Class properties and 3.27798828 for Non-Homestead Class properties per \$1,000 of assessed valuation on such taxable property; and further that the Mayor be and he hereby is authorized to execute and deliver to the Village Clerk a warrant directing him to proceed with the collection of such taxes, as provided in Article 14 of the Real Property Tax Law.

**Resolution #3:**

**Resolved**, pursuant to the provisions of section 1420 of the Real Property Tax Law, the Village Clerk be and he hereby is authorized and directed to extend and carry out on such roll the amount to be collected from the owners of properties listed therein as herein-above specified.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

**V. NEW BUSINESS**

**A. Resident Concern Regarding School Zone Signs**

Trustee Mendelson presented a request from a concerned resident regarding school zone signs on Old Mill Road.

Trustee Mendelson explained the resident was exiting the North Shore Hebrew Academy Middle School parking lot, and was attempting to make a left hand turn, going west, her car was hit. She stated although the double yellow line needs to be crossed to travel west on Old Mill Road, the resident was deemed at fault and responsible for the accident, even though the driver that hit her car was texting at the time of the accident.

Trustee Mendelson said the resident suggested to install school zone signs, as there are three schools in that vicinity.

The Board discussed this at length with Superintendent of Public Works Neubert and reserved decision on this matter.

**B. Mr. Softee #1483 Ice Cream Peddler's Permit**

Village Clerk-Treasurer Cohan presented a request from Altaf Nabeejat for approval of a Peddler's Permit for his business, Mr. Softee #1483 Ice Cream.

Mr. Cohan informed the Board that required insurances, as well as a permit from the Department of Health, were submitted and are up to date.

Upon the motion of Deputy Mayor Sobel, seconded by Trustee Kashi, and unanimously carried, the Peddler's Permit for Mr. Softee #1483 Ice Cream Truck was approved as presented.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

**C. Amnesty Program - Closing of Expired Permits**

Village Superintendent of Buildings Michael Sweeney re-introduced the "Amnesty Program", which was presented at several previous Board of Trustees meetings.

Village Superintendent Sweeney explained that the Building Department is in the process of cleaning outstanding files and while doing so, discovered existing permit applications that are expired and/or were never closed by the applicants. Letters were mailed advising the applicants affected the requirements needed to close the permit(s). He stated with this program applicants are responsible for 50% of the renewal fees with no penalty fees. To facilitate the process Village Superintendent Sweeney stated submitting these requests in volume to the Board, as done at previous Board of Trustees meetings, effectively minimizes the amount of time spent of having each resident individually requesting an extension before the Board.

Upon the motion of Trustee Mendelson, seconded by Mayor Bral, and unanimously carried, the Board approved the Amnesty Program for the permit applications presented to the Board and extended the time to close the expired permits through July 31, 2025

**WHEREAS**, a building permit and other permits are required in order to erect, enlarge or structurally alter any building or other structure within the Village and a Certificate of Occupancy, or a Certificate of Completion, is required, depending on the type of work and type of permit required, once all work permitted by the building permit (and other permits) is completed; and

**WHEREAS**, pursuant to Chapter 237, Section 237-9(A)(1), building permits, except for demolition permits, shall be deemed abandoned for any project for which an expired permit has not been extended or that is otherwise not completed within the extension period or periods, not to exceed two years from the date of the issuance of the permit; and

**WHEREAS**, pursuant to Chapter 237, Section 237-9, the Board of Trustees is empowered to grant additional time to complete a project for which a permit has expired, in its sole discretion, based upon a showing of good cause for the delay; and

**WHEREAS**, the Superintendent of Buildings has undertaken a review of expired permits and has determined that several permits have expired and the underlying projects have not been issued a Certificate of Occupancy, or a Certificate of Completion, through no fault of the homeowner; and

**WHEREAS**, the Superintendent of Buildings wishes to close out several of these projects and issue a Certificate of Occupancy, or a Certificate of Completion and has requested the Board of Trustees issue extensions for such permits so that such Certificates may be issued; and

**WHEREAS**, the Board is desirous of issuing such extensions, subject to the homeowners paying all required permit fees; and  
**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Great Neck, as follows:

**Section 1.** Subject to the homeowner paying all necessary permit fees, the attached listing of expired permits shall be granted an extension of time pursuant to Section 237-9 of the Village Code, until July 31, 2025.

**Section 2.** The fees set forth in Section A583-6 shall not be waived pursuant to this resolution and shall be payable by the homeowner.

**Section 3.** All permits requiring approval by the Board of Trustees, Board of Appeals, Planning Board, and/or Architectural Review Board must still be approved by the applicable governing board. All supporting documentation and fees associated with an application to the various Boards must be submitted with the application and must meet all requirements under the code of the Village of Great Neck.

**NOW THEREFORE, BE IT FURTHER RESOLVED**, this action is determined to be a TYPE II action under the NY State Environmental Quality Review Act ("SEQRA").

PERMIT #	LOCATION	NATURE OF PERMITTED WORK
BP#12069	5 DUXBURY	DIRECT REPLACEMENT OF ASPHALT DRIVEWAY
BP#13254	56 POLO	INTERIOR WORK
#10446	5 DUXBURY	BACK UP GEN INSTALL
BP#13648	11 CRAMPTON AVENUE	AC COMPRESSOR INSTALL
BP #12250	39 CARY ROAD	DRIVEWAY REPLACE/ENLAR. STOOP AND WALK
BP#12289	1 SOUTH STREET	PAVING
#12455	579B Middle Neck Road	KIT HOOD AND SINK INSTALL
#9797	6 Orchard Street	FUEL – OIL TO GAS CONVERSION
BP #10830	855 Middle Neck Road	FENCE INSTALLATION
#10153	6 Baker Hill Road	FUEL – OIL TO GAS CONVERSION
BP #10113	5 Weybridge Road	DUCTLESS MINI-SPLIT SYSTEM
BP #10933	299 East Shore Road	Stucco Repair
BP #14995	40 Radnor Road	New Roof

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

D. Village Election - June 17

Village Clerk-Treasurer Cohan presented a Resolution identifying the polling place, district and the hours, per Election Law 15-104(3) (b) for the annual Village Election. Mr. Cohan announced that the Village General Election will be held on Tuesday June 17, 2025, from 7:00 a.m. to

9:00 p.m. and polling would take place at the Great Neck House, located at 14 Arrandale Avenue.

Upon the motion of Trustee Mendelson, seconded by Trustee Kashi, and unanimously carried, the Board approved the following resolution:

**WHEREAS**, there is to be held a General Village Election on June 17, 2025,

**NOW BE IT RESOLVED**, that the Village shall be considered a single Election District and the polling place shall be at the Great Neck House, 14 Arrandale Ave, Great Neck, New York.

**BE IT FURTHER RESOLVED**, that the hours for voting shall be set forth as 7:00 a.m. to 9:00 p.m. prevailing time.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

E. Bidding Documents - 22 Spring Lane

Village Clerk-Treasurer Cohan presented the bidding document to construct street runoff collection at 22 Spring Lane at the intersection of Ellard Avenue and Floyd Place, which would then be connected to the storm main at Spring Lane in the Village of Kings Point.

Mr. Cohan explained that the bidding document needs to be published and requires a closing date for submission of bids, which will then be reviewed by H2M Architects & Engineers, located at 538 Broad Hollow Road in Melville.

Upon the motion of Deputy Mayor Sobel, seconded by Trustee Kashi, and unanimously carried, the Board approved the publication to take place on May 1, 2025 with all bids submitted by 11:00 am on June 4, 2025.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

F. Executive Session - Personnel Matter

At 10:00 pm, Mayor Bral motioned for an Executive Session, seconded by Deputy Mayor Sobel, and unanimously carried. The Board returned from the Executive Session at approximately 10:08 pm. No decision was made during the session.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

## **VI. MINUTES**

A. Minutes of 03/18/25 Meeting

Upon the motion of Deputy Mayor Sobel, seconded by Mayor Bral, and unanimously carried, the minutes of the March 18, 2025 meeting were approved.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

B. Minutes of 04/08/2025 Meeting

Upon the motion of Deputy Mayor Sobel, seconded by Mayor Bral, and unanimously carried, the minutes of the April 8, 2025 meeting were approved.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

## **VII. ABSTRACTS**

A. Abstract 04-25-25

Upon the motion of Trustee Mendelson, seconded by Deputy Mayor Sobel, and unanimously carried, the abstract for April 25, 2025 was approved.

Ayes: Bral, Kashi, Mendelson, Sobel

Absent: Hope

**VIII. PUBLIC COMMENTS, INQUIRIES, ETC. (NOT TO EXCEED 3 MINUTES)**

Public comments were made from the following resident:

David Zielenziger, of 15 Beach Road

**IX. FOR YOUR INFORMATION**

**X. ADJOURNMENT**

A. ADJOURNMENT


With no further items to discuss, Mayor Bral adjourned the meeting at approximately 10:08 pm.



## ITEM TITLE:

Abstract 05-09-25

## ATTACHMENTS:

	Description	Type
	Abstract	Backup Material

VILLAGE OF GREAT NECK  
Voucher Summary Report

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
44876	0000004012	8168	05/09/2025	550.00	0.00	00001	5	2025	A.1620.0451	550.00
0200.0000	118 SOLUTIONS LLC		JANITORIAL SVCS 04/25		M			05/09/2025		
44910	0000004012	8298	05/09/2025	55.00	0.00	00005	5	2025	A.1620.0482	55.00
0200.0030	118 SOLUTIONS LLC		CLEANING THE NEW TRAILER 4/21/25		M			05/09/2025		
Total Vouchers For Vendor Name 118 SOLUTIONS LLC: 2				Total Amount:	605.00					
44877	0000004175	587607	05/09/2025	10,380.00	0.00	00005	5	2025	A.1620.0482	10,380.00
0200.0030	ALBERTSON ELECTRIC INC.		NEW TRAILER- WIRING					05/09/2025		
44878	0000004175	587615	05/09/2025	2,310.00	0.00	00001	5	2025	A.5182.0451	2,310.00
0200.0000	ALBERTSON ELECTRIC INC.		REPAIRS TO 2ND RD					05/09/2025		
Total Vouchers For Vendor Name ALBERTSON ELECTRIC INC.: 2				Total Amount:	12,690.00					
44871	0000004029	1PHYHV3FCJLG	05/09/2025	69.99	0.00	00001	5	2025	A.1325.0410	69.99
0200.0000	AMAZON CAPITAL SERVICES		MEMORY CARD					05/09/2025		
44872	0000004029	1R9GTV9WCCDG	05/09/2025	362.69	0.00	00001	5	2025	A.1110.0410	118.72
									A.1325.0410	118.72
									A.1620.0410	125.25
0200.0000	AMAZON CAPITAL SERVICES		MISC. SUPPLIES					05/09/2025	Total Dist.	362.69
44873	0000004029	1NH6WTGX6VCM	05/09/2025	54.42	0.00	00001	5	2025	A.1620.0410	54.42
0200.0000	AMAZON CAPITAL SERVICES		MISC. SUPPLIES					05/09/2025		
44874	0000004029	1CVYDMNYGJJW	05/09/2025	13.99	0.00	00001	5	2025	A.7550.0400	13.99
0200.0000	AMAZON CAPITAL SERVICES		FLAG 2X3					05/09/2025		
44875	0000004029	1TGQKJHWWXC	05/09/2025	63.97	0.00	00001	5	2025	A.1620.0410	63.97
0200.0000	AMAZON CAPITAL SERVICES		PAPER TOWELS					05/09/2025		
44880	0000004029	1G7N74TP7RLT	05/09/2025	5.65	0.00	00001	5	2025	A.5110.0410	5.65
0200.0000	AMAZON CAPITAL SERVICES		STICKERS					05/09/2025		
44881	0000004029	1QH6MVVX6NLP	05/09/2025	188.08	0.00	00001	5	2025	A.5110.0410	188.08
0200.0000	AMAZON CAPITAL SERVICES		SAW BLADE FOR CONCRETE					05/09/2025		
Total Vouchers For Vendor Name AMAZON CAPITAL SERVICES: 7				Total Amount:	758.79					
44882	0000004173	68060	05/09/2025	7,980.00	0.00	00001	5	2025	A.8560.0496	7,980.00
0200.0000	AMERICAN WHOLESALE NURSERIES, INC.		TREES, MEAT MOSS AND DEL CHARGE					05/09/2025		
Total Vouchers For Vendor Name AMERICAN WHOLESALE NURSERIES, : 1				Total Amount:	7,980.00					
44883	0000000231	1189	05/09/2025	1,600.00	0.00	00001	5	2025	A.5112.0212	1,600.00
0200.0000	ASV/BENNY CONSTRUCTION		VH TRAILER ENTRANCE- 767 MIDDLE NE					05/09/2025		
44884	0000000231	1181	05/09/2025	1,800.00	0.00	00001	5	2025	A.5112.0212	1,800.00
0200.0000	ASV/BENNY CONSTRUCTION		PLANTING BED IN PARKING LOT- 519 AN					05/09/2025		

## VILLAGE OF GREAT NECK

## Voucher Summary Report

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID PO No.	Period	Year	Check No. Due/Check Date	Account No.	Amount
<b>Total Vouchers For Vendor Name ASV/BENNY CONSTRUCTION: 2 Total Amount: 3,400.00</b>											
44879 0200.0000	0000003933 ATLANTIC P.C. INC.	CW29943	05/09/2025 AGREEMENT FULL SUPPORT 5/25	1,602.00	0.00	00001	5	2025	05/09/2025	A.1680.0480	1,602.00
<b>Total Vouchers For Vendor Name ATLANTIC P.C. INC.: 1 Total Amount: 1,602.00</b>											
44885 0200.0000	0000000240 ATLANTIC SALT	99010	05/09/2025 SALT	6,726.79	0.00	00001	5	2025	05/09/2025	A.5142.0414	6,726.79
<b>Total Vouchers For Vendor Name ATLANTIC SALT: 1 Total Amount: 6,726.79</b>											
44886 0200.0000	0000003738 BEE READY FISHBEIN HATTER & DONOVAN	75258	05/09/2025 RETAINER	1,950.00	0.00	00001	5	2025	05/09/2025	A.1420.0402	1,950.00
44889 0200.0000	0000003738 BEE READY FISHBEIN HATTER & DONOVAN	*****	05/09/2025 5 BZA CASES	975.00	0.00	00002	5	2025	05/09/2025	T.0000.9350.2448	975.00
44933 0200.0000	0000003738 BEE READY FISHBEIN HATTER & DONOVAN	*****	05/09/2025 4 TAX CERT	585.00	0.00	00001	5	2025	05/09/2025	A.1420.0402	585.00
44934 0200.0000	0000003738 BEE READY FISHBEIN HATTER & DONOVAN	75263	05/09/2025 ZONING BOARD MATTERS	325.00	0.00	00001	5	2025	05/09/2025	A.1420.0402	325.00
<b>Total Vouchers For Vendor Name BEE READY FISHBEIN HATTER &amp; DO: 4 Total Amount: 3,835.00</b>											
44890 0200.0030	0000004055 CASSONE LEASING, INC.	1926445	05/09/2025 OFFICE TRAILER 24X48	11,453.00	0.00	00005	5	2025	05/09/2025	A.1620.0482	11,453.00
<b>Total Vouchers For Vendor Name CASSONE LEASING, INC.: 1 Total Amount: 11,453.00</b>											
44891 0200.0030	0000003754 COHAN, ABRAHAM	711430-20	05/09/2025 20 CHAIRS FOR TRAILER- COURT ROO	499.46	0.00	00005	5	2025	05/09/2025	A.1620.0482	499.46
<b>Total Vouchers For Vendor Name COHAN, ABRAHAM: 1 Total Amount: 499.46</b>											
44892 0200.0030	0000003596 COSTELLO'S HARDWARE, HOME & GARDEN	15486-22	05/09/2025 KEYS, CARBON DIOXIDE/ SMOKE DETEC	72.29	0.00	00001	5	2025	05/09/2025	A.1640.0410	72.29
44893 0200.0030	0000003596 COSTELLO'S HARDWARE, HOME & GARDEN	15490-22	05/09/2025 SIGNS	11.26	0.00	00001	5	2025	05/09/2025	A.1640.0451	11.26
<b>Total Vouchers For Vendor Name COSTELLO'S HARDWARE, HOME &amp; GA: 2 Total Amount: 83.55</b>											
44894 0200.0000	0000004190 CPT CHARLES A. FOWLER, JR	5/26/25	05/09/2025 DONATION FROM VGN TO SUPPORT 99 .	75.00	0.00	00001	5	2025	05/09/2025	A.1210.0450	75.00

## VILLAGE OF GREAT NECK

## Voucher Summary Report

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID Period	Year PO No.	Check No. Due/Check Date	Account No.	Amount
<b>Total Vouchers For Vendor Name CPT CHARLES A. FOWLER, JR: 1 Total Amount: 75.00</b>										
44895 0200.0000	0000888888 DANKEL, GERARD P.	C67100	05/09/2025 TREE BOND REFUND T..0030.4560	1,250.00	0.00	00002 5	2025	05/09/2025	T.0000.0030.0236	1,250.00
<b>Total Vouchers For Vendor Name DANKEL: 1 Total Amount: 1,250.00</b>										
44896 0200.0000	0000003499 ECONOMY UNIFORMS	38959	05/09/2025 UNIFORMS	319.20	0.00	00001 5	2025	05/09/2025	A.1130.0410	319.20
<b>Total Vouchers For Vendor Name ECONOMY UNIFORMS: 1 Total Amount: 319.20</b>										
44897 0200.0030	0000000545 ED FERRY MECHANICAL CORP.	21021	05/09/2025 CONNECT WATER AND WASTEPIPES TC	2,070.85	0.00	00005 5	2025	05/09/2025	A.1620.0482	2,070.85
44898 0200.0030	0000000545 ED FERRY MECHANICAL CORP.	20984	05/09/2025 TRAILER DISCONNECT	343.80	0.00	00005 5	2025	05/09/2025	A.1620.0482	343.80
<b>Total Vouchers For Vendor Name ED FERRY MECHANICAL CORP.: 2 Total Amount: 2,414.65</b>										
44899 0200.0000	0000003827 EQUITABLE FINANCIAL LIFE INS CO	1713619	05/09/2025 MONTHLY PREMIUM 5/25	490.05	0.00	00001 5	2025	05/09/2025	A.9055.0800	490.05
<b>Total Vouchers For Vendor Name EQUITABLE FINANCIAL LIFE INS C: 1 Total Amount: 490.05</b>										
44905 0200.0000	0000888888 FARHADIAN, MONSOUR	44751599	05/09/2025 TREE BOND REFUND- 3 TREES T0030.46	1,500.00	0.00	00002 5	2025	05/09/2025	T.0000.0030.0236	1,500.00
<b>Total Vouchers For Vendor Name FARHADIAN: 1 Total Amount: 1,500.00</b>										
44900 0200.0000	0000003558 FELDMAN LUMBER	1013692997-001	05/09/2025 MORTAR	32.10	0.00	00001 5	2025	05/09/2025	A.5110.0410	32.10
44901 0200.0000	0000003558 FELDMAN LUMBER	1013672203-001	05/09/2025 MISC. SUPPLIES	189.10	0.00	00001 5	2025	05/09/2025	A.1640.0451	189.10
<b>Total Vouchers For Vendor Name FELDMAN LUMBER: 2 Total Amount: 221.20</b>										
44902 0200.0000	0000003546 FIRE COMMAND CO. INC.	*****	05/09/2025 SVC CALL, MAINT, RECHARGE INSPECT	1,087.00	0.00	00001 5	2025	05/09/2025	A.1640.0451 A.1620.0451 <b>Total Dist.</b>	597.50 489.50 <b>1,087.00</b>
<b>Total Vouchers For Vendor Name FIRE COMMAND CO. INC.: 1 Total Amount: 1,087.00</b>										
44903 0200.0000	0000003893 FLEETPRIDE	123729117	05/09/2025 PARTS	396.36	0.00	00001 5	2025	05/09/2025	A.8160.0451	396.36
44904	0000003893	125336802	05/09/2025	98.38	0.00	00001 5	2025		A.8160.0410	98.38

Report Date: 05/06/2025

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Prepared By: ACOHAN

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No. Stub- Description	Inv. Date	Voucher Amt.	Disc. Amt.	Check ID	Period PO No.	Year	Check No. Due/Check Date	Account No. Taxable	Amount
0200.0000	FLEETPRIDE	TRACTOR, SEAL DRIVE AXLE							05/09/2025		
Total Vouchers For Vendor Name FLEETPRIDE: 2 Total Amount: 494.74											
44906	0000003308	89301-00	05/09/2025	2,112.55	0.00	00001	5	2025		A.5650.0410	2,112.55
0200.0000	INDEPENDENT EQUIPMENT CORP.	SIGNS, BRACKETS AND FREIGHT							05/09/2025		
Total Vouchers For Vendor Name INDEPENDENT EQUIPMENT CORP.: 1 Total Amount: 2,112.55											
44907	0000001445	00716980	05/09/2025	111.44	0.00	00001	5	2025		A.5110.0451	111.44
0200.0000	MORELAND HOSE &	PARTS							05/09/2025		
Total Vouchers For Vendor Name MORELAND HOSE &: 1 Total Amount: 111.44											
44888	0000004123	A2024-68 5/25	05/09/2025	1,350.00	0.00	00001	5	2025		A.1355.0490	1,350.00
0200.0000	MUNICIPAL VALUATION SERVICES, INC.	ASSESSMENT SVC 5/25							05/09/2025		
Total Vouchers For Vendor Name MUNICIPAL VALUATION SERVICES, : 1 Total Amount: 1,350.00											
44908	0000888888	C70077	05/09/2025	1,000.00	0.00	00002	5	2025		T.0000.0030.0236	1,000.00
0200.0000	NARDO, THERESA M.	TREE BOND REFUND- 76 FOREST ROW							05/09/2025		
Total Vouchers For Vendor Name NARDO: 1 Total Amount: 1,000.00											
44909	0000001540	2025-26	05/09/2025	200.00	0.00	00001	5	2025		A.1920.0400	200.00
0200.0000	NASSAU COUNTY	ANNUAL DUES- KIRSCH AND SLOBIN 6/3							05/09/2025		
Total Vouchers For Vendor Name NASSAU COUNTY: 1 Total Amount: 200.00											
44911	0000003431	A25102	05/09/2025	140.00	0.00	00001	5	2025		A.1620.0451	70.00
										A.1640.0451	70.00
0200.0000	NASSAU WATER WORKS LLC	2 BACKFLOWS INSPECTIONS							05/09/2025	Total Dist.	140.00
Total Vouchers For Vendor Name NASSAU WATER WORKS LLC: 1 Total Amount: 140.00											
44912	0000003301	4/16-5/15/25	05/09/2025	330.79	0.00	00001	5	2025		A.1620.0410	330.79
0200.0000	OPTIMUM	OPTIMUM FIBER GATEWAY STATIC IP 1							05/09/2025		
44921	0000003301	5/25	05/09/2025	123.44	0.00	00001	5	2025		A.1640.0410	123.44
0200.0000	OPTIMUM	INTERNET AND TV							05/09/2025		
Total Vouchers For Vendor Name OPTIMUM: 2 Total Amount: 454.23											
44917	0000003670	3/14-4/14/25	05/09/2025	2,046.33	0.00	00001	5	2025		A.1620.0465	2,046.33
0200.0000	P S E G L I	3 TRAILERS							05/09/2025		
Total Vouchers For Vendor Name P S E G L I: 1 Total Amount: 2,046.33											

## VILLAGE OF GREAT NECK

## Voucher Summary Report

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID	Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
44922	0000004095	4/25/25	05/09/2025	1,000.00	0.00	00001	5	2025		A.1670.0424	1,000.00
0200.0000	PITNEY BOWES BANK INC.	ADDED POSTAGE							05/09/2025		
		RESERVE ACCT									
<b>Total Vouchers For Vendor Name PITNEY BOWES BANK INC. RESERVE: 1</b>				<b>Total Amount:</b>						<b>1,000.00</b>	
44914	0000004145	2025 MAMMA MARIA	05/09/2025	2,500.00	0.00	00001	5	2025		A.7550.0400	2,500.00
0200.0000	PROVIDENCE MUSIC GROUP	50% DEPOSIT MAMMA MARIA			O				05/09/2025		
		LLC									
44915	0000004145	2025 A SIDE CAR BAND	05/09/2025	1,500.00	0.00	00001	5	2025		A.7550.0400	1,500.00
0200.0000	PROVIDENCE MUSIC GROUP	505 DEPOSIT- A SIDE CAR BAND			O				05/09/2025		
		LLC									
44916	0000004145	2025 THE SMITHS	05/09/2025	2,250.00	0.00	00001	5	2025		A.7550.0400	2,250.00
0200.0000	PROVIDENCE MUSIC GROUP	50% DEPOSIT- THE SMITHS			O				05/09/2025		
		LLC									
<b>Total Vouchers For Vendor Name PROVIDENCE MUSIC GROUP LLC: 3</b>				<b>Total Amount:</b>						<b>6,250.00</b>	
44931	0000888888	C66922	05/09/2025	1,250.00	0.00	00002	5	2025		T.0000.0030.0236	1,250.00
0200.0000	RABANIPOUR, ARIEL	TREE BOND REFUND T..0030.4537							05/09/2025		
<b>Total Vouchers For Vendor Name RABANIPOUR: 1</b>				<b>Total Amount:</b>						<b>1,250.00</b>	
44923	0000004062	05/25	05/09/2025	106.93	0.00	00001	5	2025		A.1325.0410	35.64
										A.1110.0410	35.64
										A.3620.0410	35.65
0200.0000	READYREFRESH	WATER							05/09/2025	<b>Total Dist.</b>	<b>106.93</b>
<b>Total Vouchers For Vendor Name READYREFRESH: 1</b>				<b>Total Amount:</b>						<b>106.93</b>	
44924	0000004178	1019715	05/09/2025	1,326.00	0.00	00001	5	2025		A.1362.0400	1,326.00
0200.0000	SCHNEPS MEDIA	NOTICE- LIST OF TAX LEINS							05/09/2025		
44925	0000004178	4/22/25	05/09/2025	50.70	0.00	00001	5	2025		A.1355.0410	50.70
0200.0000	SCHNEPS MEDIA	PUBLIC HEARING- THE BUDGET 6/1/25							05/09/2025		
44926	0000004178	1023370	05/09/2025	63.70	0.00	00001	5	2025		A.1010.0420	63.70
0200.0000	SCHNEPS MEDIA	BOT- PUBLIC HEARING- TERMS OF OFFI							05/09/2025		
44927	0000004178	1024080	05/09/2025	249.60	0.00	00001	5	2025		A.1620.0102.0006	249.60
0200.0000	SCHNEPS MEDIA	NOTICE TO BIDDERS- NEW VILLAGE HAI							05/09/2025		
<b>Total Vouchers For Vendor Name SCHNEPS MEDIA: 4</b>				<b>Total Amount:</b>						<b>1,690.00</b>	
44918	0000004090	5404 05/25	05/09/2025	358.56	0.00	00001	5	2025		A.1460.0400	358.56
0200.0000	SEERY SYSTEMS GROUP.	STORAGE OF BOXES							05/09/2025		
		INC.									
<b>Total Vouchers For Vendor Name SEERY SYSTEMS GROUP. INC.: 1</b>				<b>Total Amount:</b>						<b>358.56</b>	
44913	0000001789	03/25	05/09/2025	929.00	0.00	00001	5	2025		A.0000.0631	929.00

VILLAGE OF GREAT NECK  
Voucher Summary Report

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0200.0000	STATE COMPTROLLER -		STATE SHARES 03/25						05/09/2025		
Total Vouchers For Vendor Name STATE COMPTROLLER -: 1				Total Amount:	929.00						
44928	0000003848	5/25	05/09/2025	1,207.18	0.00	00001	5	2025		A.9055.0800	1,207.18
0200.0000	SUN LIFE AND HEALTH INS CO		MONTHLY PREMIUM 5/25						05/09/2025		
Total Vouchers For Vendor Name SUN LIFE AND HEALTH INS CO: 1				Total Amount:	1,207.18						
44929	0000004085	472	05/09/2025	1,468.50	0.00	00001	5	2025		A.1930.0400	1,468.50
0200.0000	SUTTON & SMYTH, LLP		40 ELLARD VGN 71429 ALIAN		A				05/09/2025		
Total Vouchers For Vendor Name SUTTON & SMYTH, LLP: 1				Total Amount:	1,468.50						
44919	0000002197	519717	05/09/2025	1,361.91	0.00	00001	5	2025		A.5110.0451	1,361.91
0200.0000	SYOSSET TRUCK SALES INC.		PARTS						05/09/2025		
Total Vouchers For Vendor Name SYOSSET TRUCK SALES INC.: 1				Total Amount:	1,361.91						
44920	0000002232	2025ANNUAL DUES	05/09/2025	1,800.00	0.00	00001	5	2025		A.1010.0492	1,800.00
0200.0000	TOWN OF NORTH HEMPSTEAD		2025 ANUAL VILLAGE DUES TO MBPC						05/09/2025		
Total Vouchers For Vendor Name TOWN OF NORTH HEMPSTEAD: 1				Total Amount:	1,800.00						
44932	0000004025	4/23-5/22/25	05/09/2025	40.16	0.00	00001	5	2025		A.1640.0470	40.16
0200.0000	VERIZON		DPW LINES						05/09/2025		
Total Vouchers For Vendor Name VERIZON: 1				Total Amount:	40.16						
44930	0000003628	104215453	05/09/2025	6,297.70	0.00	00001	5	2025		A.3620.0457	104.87
										A.1130.0457	141.74
										A.5110.0457	3,933.21
										A.8160.0457	1,512.77
										A.8170.0457	605.11
0200.0000	WEX BANK		GASOLINE AND DIESEL						05/09/2025	Total Dist.	6,297.70
Total Vouchers For Vendor Name WEX BANK: 1				Total Amount:	6,297.70						

VILLAGE OF GREAT NECK  
Voucher Summary Report

Voucher No.	Vendor Cd	Invoice No.	Inv. Date	Voucher Amt.	Disc. Amt.	Check ID	Period	Year	Check No.	Account No.	Amount
Cash Account	Vendor Name	Stub-	Description		Taxable		PO No.	Due/Check Date			

					----- Direct Pay -----					
Fund	Cash Item			Regular	Prepaid	Wire Transfer	Outstanding	Paid	Total	
A - GENERAL FUND										
	0200.0030		GREATNECK	24,885.66	0.00	0.00	0.00	0.00	24,885.66	
	0200.0000		GREATNECK	57,799.26	0.00	0.00	0.00	0.00	57,799.26	
			<b>Fund Total</b>	82,684.92	0.00	0.00	0.00	0.00	82,684.92	
T - TRUST AND AGENCY										
	0200.0000		GREATNECK	5,975.00	0.00	0.00	0.00	0.00	5,975.00	
			<b>Fund Total</b>	5,975.00	0.00	0.00	0.00	0.00	5,975.00	
<b>Grand Totals</b>				88,659.92	0.00	0.00	0.00	0.00	88,659.92	
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>				88,659.92						
					----- Direct Pay -----					
Fund				Regular	Prepaid	Wire Transfer	Outstanding	Paid	Total	
A - GENERAL FUND			GREATNECK	82,684.92	0.00	0.00	0.00	0.00	82,684.92	
T - TRUST AND AGENCY			GREATNECK	5,975.00	0.00	0.00	0.00	0.00	5,975.00	
<b>Grand Totals</b>				88,659.92	0.00	0.00	0.00	0.00	88,659.92	
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>				88,659.92						