

Board of Trustees Agenda

VILLAGE OF MAMARONECK BOARD OF TRUSTEES WORK SESSION AGENDA
April 8, 2024 AT 5:00 AM - Courtroom - 169 Mount Pleasant Avenue
NOTICE OF FIRE EXITS AND REQUEST TO
SILENCE ELECTRONIC DEVICES

ATTENDANCE

OPEN MEETING

1. OLD BUSINESS

- A. PLL H- 2024 Ethics Law Update
- B. Zoning Amendment to Allow Pet Day Care as a Permitted Use in the Z-1 Zoning District
- C. Washingtonville Neighborhood Public Health Study (Board of Trustees) - No backup
- D. Removal of Portable Cameras - NO BACK UP

2. NEW BUSINESS

- A. Proposed Fees & Charges Schedule for FY 2024/25”

3. ITEMS FOR TONIGHT'S REGULAR MEETING

- A. Intermunicipal Agreement to Provide Access to the Westchester County Repository for Integrated Criminalistics Information (RICI) System
- B. License Agreement with BMI to Play/Perform Copyrighted Music at Village Events
- C. License Agreement with SESAC, LLC to Play/Perform Copyrighted Music at Village Events

4. EXECUTIVE SESSION - ADVICE OF COUNSEL

- A. Affordable Housing Task Force Resumes
- B. Appointment to Traffic Commission
- C. Non Union Salary Increases - Fiscal Year 24-25
- D. Sporttime

ADJOURN

ANY HANDICAPPED PERSON NEEDING SPECIAL ASSISTANCE IN ORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER'S OFFICE AT 914-777-7703

All Board of Trustee Regular, ZBA, Planning Board, and HCZM Meetings are Broadcast Live on LMC-TV:
Verizon FIOS Channels 34, 35 & 36

Cablevision Channels: 75, 76 & 77
And Streamed on the Web: www.lmc-tv.org

Village of Mamaroneck, NY

Item Title: PLL H- 2024 Ethics Law Update

Item Summary: PLL H- 2024 Ethics Law Update

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
memo to Bot	4/4/2024	Cover Memo
reso rescheduling public hearing	4/4/2024	Cover Memo
Proposed revised ethics	4/4/2024	Cover Memo

Village of Mamaroneck



*Village Hall at the Regatta
P.O Box 369*

*123 Mamaroneck Avenue
Mamaroneck, NY 10543*

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT A. SPOLZINO
VILLAGE ATTORNEY

Tel (914) 777-7737
Fax (914) 777-7769

TO: Mayor Torres and the Board of Trustees
FROM: Mary E. Desmond, Deputy Village Attorney
RE: Proposed Revised Code of Ethics
DATE: April 3, 2024
CC: Ethics Board
Daniel Sarnoff, Deputy Village Manager
Agostino A. Fusco, Village Clerk-Treasurer
Sally Roberts, Deputy Village Clerk
Robert A. Spolzino, Esq., Village Attorney

Attached for the Board's consideration is a revision of the proposed local law amending the Village Code of Ethics. This draft broadens the anti-discrimination language in section § 21-4(L)(1) to include the additional categories that are protected under the Westchester County Human Rights Law § 700.02(9)(b) and New York Executive Law § 296. The revision also corrects non-substantive topographical errors in the prior versions and current law.

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**RESOLUTION REGARDING SCHEDULING A PUBLIC HEARING
– PROPOSED LOCAL LAW H OF 2024 –
A PROPOSED LOCAL LAW TO AMEND CHAPTER 21 (CODE OF ETHICS) OF THE CODE
OF THE VILLAGE OF MAMARONECK**

A PROPOSED LOCAL LAW amending Chapter 21 of the Code of the Village of Mamaroneck (Code of Ethics), having been presented to the Board of Trustees for its consideration; and

The Board of Trustees having considered the proposed local law during its meeting on April 8, 2024,

NOW, THEREFORE, be it resolved by the Board of Trustees of the Village of Mamaroneck, as follows:

1. The Board of Trustees finds and determines that the adoption of Proposed Local Law H of 2024 is a Type II action under Section 617.5(c)(26) of the New York State Environmental Quality Review Act (SEQRA) because the action is routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and
2. A public hearing on Proposed Local Law H of 2024 in accordance with Municipal Home Rule Law § 20 will be held at the regular meeting of the Board of Trustees at 8:00 p.m. on April 24, 2024; and
3. The Village Clerk-Treasurer is directed to provide notice of the public hearing as required by law.

PROPOSED LOCAL LAW H – 2024

A Proposed Local Law to amend the Chapter 21 (Code of Ethics) of the Code of the Village of Mamaroneck

**BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
AS FOLLOWS:**

*(Language in strike-through ~~abcedefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

Chapter 21 of the Code of the Village of Mamaroneck (Ethics) is amended as follows:

§ 21-1 **Declaration of policy.**

The Board **of Trustees** of the Village of Mamaroneck recognizes that it must establish high standards of ethical conduct for officers, **elected and appointed** board, **commission and committee** members and employees of the Village so as to promote public confidence in the integrity of local government. It is the purpose of this chapter to **establish those standards while** ~~affording officers, board members and employees of the Village those~~ **Persons to whom this chapter applies** clear guidance on ethical standards, ~~to require~~ **requiring** public disclosure of interests that may influence or appear to influence the actions of Village officers, board, **commission and committee** members and employees and ~~to provide~~ **providing** for the fair and effective administration of this chapter, including the protection of those who make good faith disclosure of suspected unethical or wrongful conduct.

§ 21-2 **Applicability of other laws.**

This Chapter is enacted pursuant to § 806 of the General Municipal Law of the State of New York and § 10 of the Municipal Home Rule Law. It is not intended to authorize any conduct prohibited by Article 18 of the General Municipal Law or any other general or special law or conduct relating to conflicts of interest, ethical conduct and interests of ~~public officers, employees and board members~~ **Covered Persons, as that term is defined in this chapter**, in contracts. To the extent this chapter is inconsistent with the provisions of § 808 of the General Municipal Law, the more restrictive provision applies.

§ 21-3 **Definitions.**

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

ANNUAL DISCLOSURE STATEMENT

The statement required section 21-6(C) of this Chapter to be filed each year by each Designated Person.

APPEAR/APPEAR BEFORE

Communicating in any form, including without limitation, in Person or through another Person or Business Entity, by letter, email, facsimile, telephone or other

means of communication.

APPLICANT

A Person who applies to be employed by the Village or a Person or Business Entity that applies for a zoning change, variance, special permit, site plan approval, subdivision approval, license or other approval or permit under the Code of the Village of Mamaroneck.

APPLICANT DISCLOSURE STATEMENT

The statement required by section 21-6(F) of this chapter to be filed by each Applicant.

BUSINESS DEALING

Having or providing any contract, service, or work with **or to** the Village; **or** buying, selling, renting, leasing or otherwise acquiring from or dispensing to the Village any goods, services, or property; ~~or applying for, petitioning, requesting or obtaining any approval, grant, loan, license, permit or other privilege from the Village.~~

BUSINESS ENTITY

A corporation, limited liability company, limited liability partnership, partnership, sole proprietorship or other business or a not-for-profit corporation or other organization.

CONFIDENTIAL INFORMATION

Information in any format that is (1) prohibited from disclosure by federal, state or local law or ordinance or by resolution of the Board of Trustees; or (2) exempt from mandatory disclosure under the New York State Freedom of Information Law (FOIL); or (3) not required to be discussed in a public meeting under the New York State Open Meetings Law. Confidential Information includes, but is not limited to, non-public information such as requests for proposals or bid specifications prior to publication and bids or responses to requests for proposals submitted by Persons or business entities.

COVERED PERSON

Members of the Village Board of Trustees, employees, officers, and consultants of the Village, members of Village Agencies, whether compensated or uncompensated, except where otherwise provided in this chapter or by article 18 of the General Municipal Law. Volunteer firefighters, auxiliary police officers and civil defense volunteer other than Fire Chiefs and Assistant Fire Chiefs are not Covered Persons.

CUSTOMER/CLIENT

Any Person or any Business Entity to whom or to which a Covered Person has sold or supplied goods or services to the Village during the previous 12 months having, in the aggregate, a value greater than \$1,000, and any Covered Person or Business Entity whose outside employer or Business Entity has supplied goods or services to the Village during the previous 24 months having in the aggregate, a value greater than \$1,000, but only if the Person knew or had

reason to know the outside employer or Business Entity supplied such goods or services to the Village.

DEBAR

To prohibit a recipient from participating in Village procurement contracts.

DEPENDENT

Any Person whom the Covered Person claims as dependent for income tax purposes.

DESIGNATED PERSON

Any Covered Person who is required to file an Annual Disclosure Statement.

DISCRETIONARY ACTION

Any act involving the exercise of judgment or discretion by a ~~Village officer or employee~~**Covered Person**, either individually or as a member of any board, body, department, **commission**, or committee, and includes but is not limited to negotiation, approval, advice, recommendation, authorization or audit.

~~IMMEDIATE FAMILY MEMBER~~

~~A spouse, minor child, stepchildren, mother, father, brother, sisters, grandparents, grandchildren, in-laws or other dependents or relatives residing in the household of a Village officer or employee.~~

INTEREST

Any participation, connection or involvement which may result in a direct or indirect pecuniary or material benefit accruing to ~~an officer or employee~~ **a Covered Person** as a result of a business or professional transaction with the Village. For the purpose of this chapter, ~~an officer or employee~~ shall be deemed to have **a Covered Person** **has** a direct interest in the affairs of **a Relative, a Business Entity in which a Covered Person is a member, partner, owner, director, officer or employee or a corporation, in which five percent or more of the corporation's stock is owned or controlled, directly or indirectly, by a Covered Person.**

~~A. His/her spouse, minor child, stepchildren, mother, father, brothers, sisters, grandparents, grandchildren, in-laws and other dependents or relatives.~~

~~B. A business concern, partnership or association of which such officer or employee is a member, partner, owner, director or employee.~~

~~C. A corporation of which such officer or employee is an officer, director or employee.~~

~~D. A corporation, in which 5% or more of the corporation's stock is owned or controlled, directly or indirectly, by such officer or employee.~~

~~OFFICER, BOARD MEMBER or EMPLOYEE~~

~~An officer or employee of the Village of Mamaroneck, whether paid or unpaid, including all decision-making officers, employees, and members of any decision-making board, body, council, commission, agency, department or committee. For the~~

~~purpose of this chapter, no volunteer firefighter, auxiliary police officer or civil defense volunteer shall be deemed an officer or employee, except a Fire Chief or Assistant Fire Chief.~~

OUTSIDE EMPLOYER

An employer, other than the Village, of a Covered Person.

RELATIVES

~~Any spouse, child, grandchild, parent, grandparent, sibling, in-law, aunt, uncle, first cousin, niece, nephew, stepparent, stepchild, half brother or half sister.~~

A spouse, domestic partner, parent, step-parent, sibling, half-sibling, step-sibling, spouse of a sibling, child, step-child, uncle, aunt, nephew, niece, first cousin of a Covered Person, and any other Person who resides in the home of or is a dependent of a Covered Person.

TRANSACTION

Any business dealing with or any application, petition, request or receipt of any approval, grant, loan, license, permit, or other privilege from any Village Agency.

TRANSACTIONAL DISCLOSURE STATEMENT

The statement required by section 21-6(D) of this chapter to be filed by each Designated Person.

VILLAGE

~~The Village of Mamaroneck or any of its boards, commissions, committees or agencies, whether operated or funded solely by the Village of Mamaroneck or jointly with one or more other municipalities.~~

VILLAGE AGENCY

Any board, commission, committee, council, or other body established, operated, or funded by the Village or by the Village jointly with one or more other municipalities or government entities, including, but not limited to, the Village Board of Trustees, Planning Board, Zoning Board of Appeals and Harbor and Coastal Management Commission.

VILLAGE CONSULTANT

Any individual, group or firm which renders services on behalf of the Village to any Village officer, Board of Trustees, Planning Board, Board of Appeals or any other Village **Agency ~~agency or commission.~~**

VILLAGE OFFICER

~~Any elected official of the Village of Mamaroneck.~~

§ 21-4 Standards of conduct.

- A. General ~~prohibition~~ standards applicable to Covered Persons. Every Covered Person must endeavor to pursue a course of conduct consistent with the Declaration of Policy and other provisions of this chapter and strive to act so**

as not to raise reasonable suspicion among the public that the Covered Person may or is likely to be engaged in conduct that is in violation of the public's confidence and trust. The specific prohibitions set forth in subsections B through Q of this section are a comprehensive, but not necessarily exclusive, list of provisions regarding the ethical conduct of Covered Persons. If a Covered Person is in doubt regarding any particular conduct or issue, the Covered Person should request an advisory opinion from the Ethics Board.

(1) ~~A Village officer, board member or employee~~ **A Covered Person** shall ~~must~~ not use ~~his or her~~ **the Covered Person's** official position or office, or take or fail to take any discretionary action, in a manner which ~~he or she~~ **the Covered Person** knows, or has reason to know, may result in a ~~P~~personal financial benefit for any of the following ~~P~~persons:

(a) ~~The Village officer or employee~~**Any Covered Person;**

(b) ~~His or her outside~~**Any Covered Person's** employer (other than the Village);

(c) ~~A member of his or her household~~**A Covered Person's Relative;**

(d) **A Any person or Business Entity that is a Customer or Client** ~~customer or client~~ of the Covered Person; or

(e) ~~A relative; or~~

(e) Any firm, corporation, association, partnership or other organization~~Village officer, board member or employee,~~**Covered Person** person or a Relative **of the Covered Person has a financial or pecuniary interest or**, serves as an employee, officer, or director, whether compensated or not compensated, or of which ~~he or she~~ **the Covered Person or the Covered Person's Relative** legally or beneficially owns or controls more than ~~5%~~**five percent** of the outstanding stock or has authority to decide upon **dispensing** grants or other monetary benefits.

~~B. Specific Village officers and employees.~~

~~(1) Responsibilities.~~

~~(a) Professionally licensed. All Village officers, board members, employees and consultants with professional licenses are prohibited from knowingly exercising any discretion in any matter of Village interest which shall involve any Person, firm or corporation which is a client of his or hers or a client of his or her firm.~~

~~(b) Authorized to conduct inspections and issue permits. All Village officers,~~

~~board members and employees with the authority to conduct inspections or issue permit approvals shall not engage in a business or have a financial interest in any firm engaged in a business with the Village where said business conducts, as a regular and significant part of its business, matters requiring such inspections or such permits. In addition, any such Village officer and/or employee(s) shall recuse himself/herself from conducting any such inspection or issuing any necessary permits that directly pertain to his or her outside employer or business.~~

B. Covered Persons with responsibility for inspections and permits. A Covered Person with the authority, either individually or as a member of a board, commission, or other Village Agency, to conduct inspections or issue permits or other Village approvals is not permitted to:

- (1) engage in a business activity or have a financial interest in any Business Entity that conducts such inspections or applies for or assists in applications for such Village permits as a regular and significant part of its business; or**
- (2) conduct any inspection or issue any permit with respect to an application in which the Covered Person's outside employer or business has been involved.**

~~(2)~~

~~The foregoing Village officers, board members and employees are listed due to the unique nature of their offices and positions which, in turn, raises ethical conflicts unique to those offices and positions. This list is not to be deemed all inclusive. Every Village officer and employee shall endeavor to pursue a course of conduct consistent with the spirit of this chapter as well as the actual provisions and strive to act so as not to raise reasonable suspicion among the public that he or she is likely to be engaged in activities that are in violation of his or her trust.~~

C. Recusal.

- ~~(1) A Village officer or employee, or Board or committee member shall~~ **A Covered Person must** promptly recuse himself/herself from acting on ~~participating in~~ a matter before the Village **in which the Covered Person has an Interest** when acting on the matter; or failing to act on the matter; may benefit the ~~persons listed~~ **identified** in § 21-4(A)(2), financially or otherwise, or give the reasonable appearance of a conflict of interest or impropriety.
- ~~(2) Whenever a Village officer, employee, or Board or committee member~~ **Covered Person** is required to recuse himself/herself, he/she **the Covered Person** must do so on the record and/or in writing, and ~~refrain from any further participation in the matter, and absent himself or herself from any~~ **leave the room in which the**

discussion of the matter **is being held, whether in a public meeting or any executive session or other non-public meeting.**

D. Gifts and solicitations.

- (1) ~~No Village Officer, board member, employee or consultant shall~~ **A Covered Person must not** directly or indirectly solicit any **gift, or accept or receive any gift having a value of \$75 or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence the Covered Person, or could reasonably be expected to influence the Covered Person, in the performance of the Covered Person's official duties or was intended as a reward for any official action on the Covered Person's part**gifts, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or in any other form, or accept any gifts from any Person, partnership, corporation or other entity which has a business relationship with the Village of Mamaroneck. However, a Village officer, board member or consultant may accept or agree to accept a gift or gifts, which are customary on family, social, holiday or civic occasions, provided that they do not exceed a total aggregate value from a single source of \$50 in any one calendar year and were not received under circumstances in which it reasonably might be inferred that such gift or gifts were intended to influence the Village officer or employee in the performance of his or her duties or were rewards or tips for any official acts by the employee.****
- (2) The term "gift" does not include any of the following, ~~which although they may benefit individual officers, board members or employees, are deemed to be primarily public benefits rather than Personal benefits:~~
 - (a) Complimentary attendance, food and beverage offered by the sponsor of an event that is widely attended or was in good faith intended to be widely attended, when attendance at the event is related to the ~~attendee's~~ **Covered Person's** duties and responsibilities as a public official or allows the ~~public official~~ **Covered Person** to perform a ceremonial function appropriate to ~~his or her~~ **the Covered Person's** position.
 - (b) Complimentary attendance, including food and beverage, at bona-fide charitable or political events, and food and beverage of a nominal value offered other than as part of a meal.
 - (c) Awards publicly presented in recognition of public service, acts of heroism or for solving crimes;
 - (d) Plaques or other commemorative tokens of recognition presented by representatives of governmental bodies or political subdivisions who are

acting in their official capacities;

- (e) ~~Anything of value, regardless of the value, when the thing is offered~~ **that is given** to the Village of Mamaroneck, is accepted **by the Covered Person** on behalf of the Village of Mamaroneck, and is to remain the property of the Village of Mamaroneck;
- (f) Promotional items having no substantial resale value, such as pens, mugs, calendars, hats, and t-shirts, which bear an organization's name, logo or message in a manner which promotes the organization's cause.; **and**
- (g) Political contributions that are subject to disclosure **and not otherwise prohibited by law.**
- (3) ~~No Village officer, board member or employee shall~~ **A Covered Person must not**, directly or indirectly, solicit any gift, contribution, or donation from any ~~person or Business Entity~~ **on Village property.**
- (4) ~~No Village Officer, board member, employee or consultant shall~~ **A Covered Person must not**, directly or indirectly, solicit any gift, contribution or donation from any subordinate employee or ~~board member~~ **of any Village Agency.**

E. Nepotism.

- (1) ~~Policy. Employees' relatives will not~~ **A Relative of a Covered Person must not** be employed by the Village on a full-time basis under any of the following circumstances:
 - (a) ~~Where one of the parties~~ **either the Covered Person or the Covered Person's Relative** would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
 - (b) ~~Where one party~~ **the Covered Person or the Covered Person's Relative** would be responsible for auditing the work of the other;
 - (c) ~~Where both parties~~ **the Covered Person and the Covered Person's Relative** would report to the same immediate supervisor. ~~Every other option, including reassignment within the Village workforce, would be considered in good faith before layoff;~~
 - (d) Where other circumstances might lead to ~~a potential conflict among the parties or conflict between the interests of one or both parties~~ **the Covered Person or the Covered Person's Relative** and the best interests of the Village; or
 - (e) ~~Where one of the parties~~ **the Covered Person or the Covered Person's Relative** is an elected official, except when the ~~family member~~ **Relative** is ~~currently~~ **was** employed by the Village prior to the elected official obtaining

~~attaining~~ office or if ~~where~~ the family member~~Relative~~ is currently employed by the Village and becomes a family member of an ~~the elected~~ official **after being an employee of the Village.**

- (2) Any employee ~~currently employed~~ **whose employment by the Village began prior to the adoption of this chapter shall be January 15, 2009 is exempt from § 21-4(E).**

F. Disclosure of confidential information.

- (1) ~~No Village officer, board member, Village employee or Village consultant shall~~ **A Covered Person must not** disclose information acquired by ~~him or her~~ **the Covered Person** in the course of official duties or use such information to further ~~his/her~~ **the Covered Person's** ~~personal interests or the private interests of~~ others.
- (2) ~~No Village officer, board member, Village employee or Village consultant shall~~ **A Covered Person must not** accept employment or engage in a business or professional activity which will require ~~him or her~~ **the Covered Person** to disclose confidential information gained by reason of ~~his or her~~ **the Covered Person's** official position or authority.

G. Misuse of authority. ~~No Village officer, board member, Village employee or Village consultant shall~~ **A Covered Person must not** use or attempt to use ~~his~~ **the Covered Person's** official position to secure unwarranted privileges or exemptions for ~~himself/herself~~ **the Covered Person** or others.

H. Misuse of privilege. ~~No Village officer, board member, Village employee or Village consultant shall~~ **A Covered Person must not act so as to** by ~~his or her~~ conduct give a reasonable basis for the impression that another can improperly influence ~~him or her~~ **the Covered Person** or unduly enjoy ~~his or her~~ **the Covered Person's** favor in the performance of ~~his~~ **the Covered Person's** official duties or that ~~he/she~~ **the Covered Person** is affected by kinship, rank, position or influence of any party or Person.

I. Private employment. ~~No Village officer, board member, employee or consultant shall~~ **A Covered Person must not** engage in, receive compensation for, or enter into any agreement for employment, express or implied, when such employment or service creates or may reasonably create a conflict with or may reasonably impair the proper impartial discharge of **the Covered Person's** duties.

J. Investments.

- (1) ~~No Village officer, board member, Village employee or Village consultant of the Village of Mamaroneck shall~~ **A Covered Person must not** invest or hold any investment, directly or indirectly, in any financial, business, commercial **Business**

Entity or other private transaction~~Transaction~~, which creates a conflict with his or her~~the~~ **Covered Person's** official duties.

- (2) ~~No Village officer, board member, Village employee or Village consultant shall~~ **A Covered Person must not** engage in any enterprises which he activity that the **Covered Person** has reason to believe may be directly involved in a decisions to be made or advice to be given by him or her~~the~~ **Covered Person** or which will otherwise create substantial a conflict of interest between his or her~~the~~ **Covered Person's** duty andto act in the public interest and his or her~~the~~ **Covered Person's** private interest.

K. Present and future employment.

- (1) ~~No Village officers, board members or employees~~**A Designated Person** obligated under this chapter to file financial disclosure forms will accept present or future employment~~must not~~, within two years following separation from termination of his or her~~the~~ **Designated Person's** service with the Village, accept present or future employment with any Pperson or **Business Entity** entity with any that engages in any **Transaction** business dealings with the Village of Mamaroneck unless such~~the~~ potential employment is disclosed to and **approved by** the Board of Trustees before beingit is accepted by the officer or employee and is approved prospectively by such board.
- (2) ~~No Village officer, board member, employee or Village consultant shall, presently or within two years after the separation from his or her service, appear as part of his/her employment before any board, agency or commission of the Village of Mamaroneck or conduct any official Village business, transactions or professional activity with any Village officer or board member, Village employee or Village consultant where special advantages by virtue of current or prior contact and relationship with the Village may be realized. If the employee or board member Personally participated in the matter during the period of his or her employment or service, they may not appear before any Village board or commission for a period of three years following termination.~~

A Covered Person must not, for two years after termination of the Covered Person's service with the Village, appear as part of the Covered Person's employment before any Village Agency or engage in any official Village business, Transaction, or professional activity with any Village officer, except with the prior approval of the Board of Trustees.

- (3) ~~No elected Village officer after the conclusion of service with the Village, shall~~ **A Covered Person must not** appear, whether paid or unpaid, before any board, agency or commission of the Village **Agency** of Mamaroneck in relation to any case, proceeding, or application in which he or she was directly concerned and Personally participated or which was under his or her active consideration during

~~the period of his or her service or other matter involving the same party or parties with respect to which the Covered Person had participated personally and substantially as a Covered Person through deliberation, decision, approval, recommendation, investigation or other similar activities.~~

L. ~~Discrimination. No Village officer, board member, employee or Village consultant~~ **A Covered Person** or any service or other organization chartered by ~~the Board of Trustees~~ or directly or indirectly sponsored or supported by the Village **Agency** shall **must not**:

- (1) Discriminate or cause involuntary segregation, directly or indirectly, based upon **age, race, creed, color, religion, ethnicity, national origin, alienage or citizenship, familial status, marital status, military status, sex, gender identity or expression, sexual orientation, lawful source of income, predisposing genetic characteristics, status as a victim of domestic violence,** or disability or allow the preceding to be factors affecting the recruitment, selection, placement, assignment, compensation or promotion of any Village officer, **member of any Village Agency** ~~Board member, or employee~~ **Planning Board member, Board of Appeals member, Village employee or member of such service or other organization.**
- (2) Permit, directly or indirectly, the use of any Village property, equipment or services by any ~~Pperson, or Ppersons,~~ **Business Entity** organizations, ~~corporations~~ or any other group which directly or indirectly discriminates as set forth in ~~Subsection~~**subsection L(1)** above.
- (3) ~~Allow,~~ **Knowingly allow, cause, or enable** the Village ~~knowingly to have any financial or business dealings with any~~ **Business Entity or** organization which discriminates as set forth in ~~Subsection~~**subsection L(1)** above.

M. Interest in Village contracts. ~~No Village officer, board member, employee or consultant shall~~ **A Covered Person may must not** receive compensation or enter into any agreement, expressed or implied, in connection with or have **an** Interest in, directly or indirectly, any contract or agreement with the Village unless such compensation or Interest is first fully disclosed to and approved by the Board of Trustees at a regular public meeting. ~~No Village officer or employee~~ **A Covered Person must not** may take part in any contracting decision relating to ~~the employee,; relating to the Covered Person, a Relative,; or relating to any~~ **Business Entity** in which **the Covered Person has an Interest** ~~employee or a relative is an officer, director or partner, or in which a relative owns or controls 5% five percent or more of the stock of such that entity. If a contracting matter arises relating to the employee or a relative, then the employee in which the Covered Person has an Interest that would require the Covered Person's recusal under this chapter, the Covered Person must promptly advise~~

~~his or her~~ **the Covered Person's** supervisor, **in the case of a Village employee, or the Board of Trustees, in the case of a Covered Person who is not an employee,** of the relationship **within 72 hours learning of the relationship,** and must be ~~recused~~ **recuse** from **participating in** any and all discussions or decisions relating to the matter.

~~N. Disclosure of interest in legislation and official action. To the extent that she/he knows thereof, any Village officer, board member and/or employee with respect to matters in which she/he participates or in which her/his board is involved in the decision-making process, shall specifically and fully disclose on the official record of the Board of Trustees at a regular public meeting thereof, the nature and extent of any direct or indirect interest in legislation or official action pending before the Village. Such public disclosure by the officer, employee or board member shall include disclosure of any political contributions made by any applicant, his/her consultants, or legal representatives or their affiliates for the period commencing 12 months prior to the filing of the application and ending 12 months after a final decision has been made. However, no disclosure shall be required at any time under the subsection of any political contributions made by Persons who are not applicants or their consultants, legal representatives or affiliates.~~

~~Ø N. Inducement of others. Any officer or employee of the Village of Mamaroneck shall not~~ **A Covered Person must not** induce, threaten, or coerce or aid another officer or employee of the Village **Covered Person** to violate **attempt to induce any other person to violate, or aid any other person in violating, any provision of this chapter or aid any other person in doing so** ~~any of the provisions of this Code of Ethics.~~

~~P O. Village employees~~**Use of subordinate employees.** ~~No~~ **An** officer or employee **of the Village shall must not** direct or cause any subordinate officer or employee to do or perform any service or work outside of the scope of ~~his or her~~ **the subordinate officer or employee's** public work responsibilities or employment. Subordinate officers and employees may voluntarily perform such service or work, with or without compensation, outside of the hours during which they are assigned to perform duties for the Village, but they ~~shall~~ **must** not wear any Village-issued uniform while engaged in any such activity.

~~Q P. Village property. No officer or employee shall~~**A Covered Person must not** use or request or permit the use of Village-owned property, including, but not limited to, vehicles, equipment, uniforms, materials or supplies, for ~~P~~**personal** convenience, use or profit, except when such goods or services are available to the public generally or are used by the officer or employee **Covered Person** in compliance with Village policy for such use or where the use of Village-owned property for ~~P~~**personal** use is part of the officer's or employee's **Covered Person's** compensation. Village-issued cellphones may be used for incidental and necessary ~~P~~**personal** calls that are of

limited amount and duration and which do not conflict with the proper exercise of the duties of the officer or employee **Covered Person**.

- ~~R. Provisions in subsections A through Q. Provisions in subsections A through Q hereinabove are a comprehensive, but not necessarily exclusive, list of provisions regarding ethical behavior of Village employees, board members and officers. Village employees, board members and officers should seek the assistance of the Board of Ethics when in doubt regarding any particular behavior or issue.~~

§ 21-5 Designation of Designated Persons required to file Annual Disclosure Statements.

- A. Within 72 hours of the annual meeting of the Board of Trustees held pursuant to section 3-302 of the Village Law of the State of New York, the Board of Trustees must cause a list of Designated Persons to be filed with the Ethics Board and the Village Clerk-Treasurer.**
- B. The Clerk-Treasurer must notify each Designated Person by January 15th of each year of the Designated Person's obligation to file an Annual Disclosure Statement and provide each Covered Person with the Annual Disclosure Statement form. The Village Clerk-Treasurer must also make the Annual Disclosure Statement form available in the Village Clerk-Treasurer's Office and on the Village website.**

~~§ 21-5~~ **§ 21-6. Distribution of Code of Ethics; disclosure of Interest.**

- A. Distribution of Code of Ethics.** Pursuant to New York General Municipal Law § 806, the Village Manager ~~shall~~**must** cause a copy of this Code of Ethics to be distributed to each Village officer, board member, employee, and consultant to the Village **Covered Person** upon the adoption **or amendment** of this chapter and at the time of commencement of each **Covered** Person's service in ~~each~~**a new capacity**~~position~~. Each official, employee, and consultant ~~shall~~**Covered Person must** acknowledge, in writing, that ~~he or she~~**the Covered Person** has received, read, and understood this Code of Ethics. Failure to distribute, ~~or receive, or acknowledge receipt of~~ such copy ~~shall the copies or link have~~**a copy of the Code of Ethics** has no effect on the Covered Person's duty ~~of compliance with such Code to comply with~~**the Code of Ethics** or on its enforcement.
- B. Posting of article 18 of the General Municipal Law.** As required by General Municipal Law § 807, the Village Manager must post a copy of General Municipal Law §§ 800 through 809 in a conspicuous place in each public building.
- ~~B C.~~ **Initial and annual Annual Disclosure Statement.** Every designated officer, board member and employee is required to **Covered Person must** file an initial disclosure form **Annual Disclosure Statement** with the ~~Board of Ethics~~ **Board on or before February 15th of each year.** The first disclosure pursuant to this chapter shall be due

~~90 days after the effective date of this legislation. In every calendar year thereafter, annual disclosure forms for designated officers, board members, employees and new employees shall be due for filing by February 15. In the event If a change occurs with respect to the information a Covered Person sets forth in the Annual Disclosure Statement changes, the Covered Person must file with the Ethics Board an amended Annual Disclosure Statementstatement reflecting any change shall be filed within 30 days of such the change, and must provide a copy of the amended Annual Disclosure Statement to the Designated Person's supervisor, if the Designated Person is a Village employee, or to the Board of Trustees, if the Designated Person is not a Village employee, shall be filed within 30 days of suchthe change. Failure to file thea required Annual Disclosure Statement disclosure statement or amended Annual Disclosure Statement isshall be deemed a violation of this chapter. A copy of said form is annexed to this chapter as Appendix A.[1] All forms shall be on file in the office of the Village Clerk-Treasurer.~~

- G D. Transactional Disclosure Statementdisclosure.** Any Village officer, board member, employee, or consultant **Covered Person** who has a direct or indirect private **an Interestinterest** in any transaction**Transaction before a Village Agency**under consideration by a board, court, commission, district, department, committee or agency of the Village or in any property which may be affected by sucha transaction**Transaction before a Village Agency**, or whose**knows** that a **Relativerelative** has such **an Interest** in a transaction**Transaction before a Village Agencyprivate interest**, shall**must** publicly disclose the nature and extent of that private interest **Interest by filing a Transactional Disclosure Statement** on the record of the board, court, commission, district, department, committee, or **Village Agencyagency** before which such**the transactionTransaction** is pending and shall**must** file a **written** copy of such disclosure **the Transactional Disclosure Statement** with the Village Clerk-Treasurer, **the Ethics Board and the Covered Person's** immediate supervisor, in the case of a Village employee, or the Board of Trustees, in the case of any other Covered Person. The Village Agency to which the disclosure is made must maintain the Transactional Disclosure Statement as part of its public records. The **Ethics Board of Ethics shallmust** review such disclosure**the Transactional Disclosure Statement** in a timely manner. The Covered Person has a continuing duty to disclose any **Interest** in the Transaction that becomes known to the Covered Person. If the information contained in the Transactional Disclosure Statement changes, the Covered Person must file an amended Transactional Disclosure setting forth the changed information within 30 days of the change.
- E. Disclosure of Interest in legislation and official action.** To the extent that any Covered Person knows or learns of any direct or indirect **Interest** the Covered Person may have in legislation pending before the Board of Trustees or any official action pending before any Village Agency with respect to any matter in

which the Covered Person participates or in which the Village Agency on which the Covered Person serves is involved in the decision-making process, the Covered Person must specifically and fully disclose on the official record of the Board of Trustees at a regular public meeting of that Board, either in person or by a writing that is made part of the official record, the nature and extent of any direct or indirect Interest that the Covered Person has in the legislation or official action pending before the Village. If the legislation or other official action is before the Board of Trustees or Village Agency as the result of an application, the public disclosure by the Covered Person must include disclosure of any political contributions made to the Covered Person's political committee by the Applicant, the Applicant's consultants, legal representatives, and affiliates during the 12 months preceding the application. However, no disclosure is required at any time with respect to political contributions by persons who are not Applicants or their consultants, legal representatives, or affiliates.

- ~~D~~ **F. Applicant Disclosure Statement.** Any applicant ~~Every Applicant~~ for employment or a change of zoning, variance, special permit, site plan approval, subdivision, or other permission pursuant to the zoning and planning regulations of the Village shall ~~must disclose~~ **submit** as part of the application an **Applicant Disclosure Statement** stating the name, nature and extent of ~~the any Interest~~ **interest of any Covered Person in the application that is known to the Applicant** of any Village employee, officer, board member or consultant in the application or in the applicant, including ~~and whether the Village officer, board member, employee or consultant~~ **Covered Person** is required to take any discretionary act on **Discretionary Action with respect to** the application. **The Applicant has a continuing duty to disclose any Interest of a Covered Person that becomes known to the Applicant.**
- G.** Upon the request of a Covered Person or Applicant, and for good cause shown, the Ethics Board may extend the time within which the Covered Person or Applicant must file a required disclosure statement. The Ethics Board must inform the Covered Person or Applicant of the extended date on which the filing is due.
- H.** Failure by a Covered Person or Applicant to file a required disclosure statement on the date on which the disclosure statement is due to be filed, or on an extended date approved by the Ethics Board, is punishable by a fine not to exceed \$500. For each additional 30-day period during which a Covered Person or Applicant fails to file the disclosure statement, the failure to file is punishable by a fine not to exceed \$500. The Ethics Board may reduce or waive the fine upon application by the Covered Person or Applicant and for good cause shown.
- I.** If a Covered Person who is an appointed member of a Village Agency, except a

member of the Board of Trustees, fails to file a required Annual Disclosure Statement by the date due for filing, or by an extended date approved by the Ethics Board, the Covered Person may not participate in the meetings or other activities of the Village Agency until the Village Clerk-Treasurer certifies to the Village Agency that the Covered Person has duly filed the required disclosure statement. A Covered Person whose participation is suspended for failure to file a required disclosure statement is not eligible for appointment to any Village Agency until the required disclosure statement is filed.

- J. If a Covered Person fails to file a required Transactional Disclosure Statement or an Applicant fails to file a required Applicant Disclosure Statement disclosure statement, the Village Agency engaged in the Transaction or the Village Agency to which the application was made may terminate, deny, modify, or vacate the Transaction or approval of the application with respect to which the disclosure was required. If a Transaction or application is under consideration by more than one Village Agency, a decision by one Village Agency to terminate, deny or modify the Transaction or approval by one Village Agency constitutes termination, rejection, modification or vacatur by all.
- K. If the Village Clerk-Treasurer or the Ethics Board determines that a disclosure statement does not comply with the requirements of this Chapter, the Ethics Board must inform the person who filed the disclosure statement of the reasons the disclosure statement is deficient. The person may amend the disclosure statement without penalty within 15 days of receipt of the notification from the Ethics Board or the person may, within the same 15-day period, file with the Ethics Board and the Village Clerk-Treasurer an objection to the determination, stating the reasons for the objection. Upon receiving the objection, the Ethics Board must determine and inform the person within 30 days whether the disclosure statement complies with the requirements of this Chapter. If the Ethics Board determines that the disclosure statement does not comply with the requirements of this Chapter, the person must file an amended disclosure statement that does comply with the requirements of this chapter within 15 days of notice of the decision. The decision of the Ethics Board is final, subject to remedies available under applicable law. If the person who filed the disclosure statement is a member of a Village Agency, the person is suspended, upon receipt of the notice, from participating in the activities of the Village Agency on which the person serves. If the person who filed the disclosure statement is an Applicant, the person is suspended from engaging in the Transaction, until the person files a compliant disclosure statement. The Ethics Board may, for good cause shown, vacate the suspension and allow the person to participate in the activities of the Village Agency or engage in the Transaction while the Ethics Board is considering the objection or the Covered Person is pursuing any legal remedy.

~~§ 21-6. Designation of officers and employees required to file annual disclosure statements.~~

~~Within 90 days after the effective date of this chapter, and during the month of January each year thereafter, the Board of Trustees shall:~~

~~A. Cause to be filed with the Village of Mamaroneck's Ethics Board a list of the names and offices or positions of all officers, board members and employees of the Village of Mamaroneck required to file annual disclosure statements pursuant to § 21-5; and~~

~~B. Notify all such officers, board members and employees of their obligation to file an annual disclosure statement.~~

§ 21-7. Ethics Board; establishment; qualification of members; appointment of members; terms of office.

A. The Board of Ethics Board in existence at the time of the enactment of this chapter is dissolved established by Local Law 1 of 2009 is continued.

B. There is hereby established a Village of Mamaroneck The Ethics Board consisting consists of five members to be appointed by the Board of Trustees. The members of the Ethics Board in office when this local law becomes effective will continue in office for the balance of their respective terms. Each member of the Ethics Board thereafter will serve a term of three years, commencing on the date of the annual meeting of the Board of Trustees and until the member's successor has been appointed and qualified. No member of the Ethics Board may serve more than two consecutive full terms.

C. Members The Board of Trustees must choose members of the Ethics Board shall must be chosen for their independence, integrity, civic commitment, and high ethical standards.

D. No more than two members of the Ethics Board may be enrolled in the same political party. A member of the Ethics Board who changes party enrollment must inform the Ethics Board and the Board of Trustees of the change in writing within 48 hours of filing the change. If as a result of the filing of the change of party enrollment more than two members of the Ethics Board will be enrolled in the same political party, the filing of the change of party enrollment constitutes the resignation by the member from the Ethics Board on the date of the filing, unless the member revokes the change within 10 days of filing.

D E. Restrictions on activities of Ethics Board members.

(1) No Ethics Board members shall must not hold office in a political party.

(2) No Ethics Board members shall must not be employed or act as a lobbyist by or appear as part of the member's paid employment before any agency of the Village of Mamaroneck, the Town of Harrison, the Town of Rye, or the Town of Mamaroneck.

(3) No Ethics Board members shall must not enter into any contract with the Village

of Mamaroneck, except a contract for the receipt of Village of Mamaroneck services or benefits, or ~~the~~ use of the Village of Mamaroneck facilities, on the same terms and conditions as are generally available to residents or a class of residents of the Village of Mamaroneck.

(4) No Ethics Board members ~~shall~~**must not** hold elective office in the Village of Mamaroneck or be an appointed officers or employees of the Village of Mamaroneck.

(5) ~~An Ethics Board member may~~**members are permitted to** make campaign contributions **and post political signs on their property** but ~~may~~ **must not** participate in any Village election campaign.:

(a) Solicit, accept, or receive a donation or contribution for a partisan political party, candidate for partisan political office, or partisan political group, or permit their names to be listed as having made contributions;

(b) Be candidates for partisan political office;

(c) Take an active part in partisan political campaigns in the Village of Mamaroneck or the Town of Mamaroneck by, for example, campaigning for or against a candidate or slate of candidates; making campaign speeches or engaging in other campaign activities to elect partisan candidates; distributing campaign material in partisan elections; circulating designating or nominating petitions; or attending or hosting fundraising events for candidates for public office; or

(d) Take an active part in partisan political management by, for example, holding office in political clubs or parties; organizing or managing political rallies or meetings; or assisting in a partisan voter registration drive.

(6) ~~No more than two members of the Ethics Board may be registered in the same political party. The political activities of a Relative of an Ethics Board member are considered separate from the activities of the Ethics Board member. However, if a Relative of an Ethics Board member holds or seeks public or party office in the Village or the Town of Mamaroneck, the Ethics Board member must disclose to the Ethics Board the Relative's activity and the Ethics Board member's level of actual and/or perceived involvement with that activity and the Ethics Board must determine whether the activity should disqualify the Ethics Board member from participating in the Ethics Board's consideration of any matter. The Ethics Board member must not vote on the determination.~~

~~E. The members of the Board of Ethics shall be appointed within sixty days after the effective date of this chapter. Appointments shall be made initially for terms of one, two (for two members), and three (for two members) years, with every appointment thereafter for a period of three years.~~

~~F. An Ethics Board member shall serve until his or her successor has been appointed. Consecutive service on the Ethics Board shall~~**may not exceed two full terms.**

~~E F. Ethics b~~**Board members shalldo** not receive compensation for their service but shall

will be reimbursed reasonable expenses incurred in the performance of their official duties.

§ 21-8. **Ethics Board; vacancies; removal of members.**

- A. When a vacancy occurs in the membership of the Ethics Board, the ~~vacancy shall~~ Board of Trustees ~~must will, within 60 days, be filled~~ **fill the vacancy** for the unexpired portion of the term ~~within 60 days in the same manner as the original appointment.~~ Any ~~P~~person appointed to fill a vacancy on the Ethics Board ~~shall~~**must** meet the qualifications **for membership** set forth in this chapter.
- B. ~~An Ethics Board member may be removed from office in the same manner which he or she was appointed, after written notice and opportunity for reply. Grounds~~**The Board of Trustees** may remove a member of the Ethics Board after notice and an opportunity to be heard for ~~removal shall be~~ failure to meet the qualifications set forth in § 21-7 of this chapter, substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of office, or violation of this chapter.

§ 21-9. **Ethics Board; meetings.**

At its first meeting each year, the Ethics Board ~~shall~~ **must** elect a chair for that year from among its members. A majority of **the total number of authorized members of the Ethics** Board ~~shall be~~ **is** required for ~~it the~~ Board to take any action. The chair or a majority of the **Ethics** Board may call a meeting of the **Ethics** Board, and the **Ethics** Board ~~shall~~**must** meet at least quarterly.

§ 21-10. **Ethics Board jurisdiction, powers, and duties.**

- A. The Ethics Board may act only with respect to ~~officers, board members and employees of the Village of Mamaroneck~~ **Covered Persons and other persons and Business Entities whose activities are governed by this chapter.**
- B. The termination of a **Covered Person's** ~~Village of Mamaroneck officer's, board member's or employee's~~ term of office, service or employment with the Village of Mamaroneck ~~shall~~**does** not affect the jurisdiction of the Ethics Board with respect to the ~~requirements imposed by this chapter on the former officer or employee for his or her~~ actions or interests **of the Covered Person** while a **Covered Person** ~~Village officer or employee.~~
- C. The Ethics Board ~~shall have~~**has** the following powers and duties:
- (1) To prescribe and promulgate rules and regulations governing its own internal organization and procedures in a manner consistent with this chapter;
 - (2) To require the assistance of the Village Attorney and the Village Clerk-Treasurer in the performance of the Ethics Board's duties; provided, however, that any communications between the Ethics Board and ~~such~~**the** Village Attorney or Village Clerk-Treasurer ~~shall be~~**are** confidential and **must** not **be** disclosed to anyone other than the Ethics Board or its designees, except as otherwise required by state or federal law or by this chapter;
 - (3) To review, index, and maintain on file, and make available for public inspection

and copying, lists of ~~officers, board members and employees~~ **Designated Persons, Annual Disclosure Statements, Transactional Disclosure Statements and Applicant Disclosure Statements**, ~~transactional disclosure statements, applicant disclosure statements, and annual disclosure statements~~ filed with the **Ethics Board** pursuant to § 21-6 §§ 21-5 and 21-11;

- (4) To review, index, maintain on file, and dispose of ~~sworn~~ complaints and to make modifications and conduct investigations;
- (5) To conduct hearings, recommend disciplinary action, assess penalties, make referrals, and initiate appropriate actions and proceedings;
- (6) To grant waivers pursuant to § 21-15 of this chapter;
- (7) To render, index, and maintain on file advisory opinions of **with respect to** this chapter;
- (8) ~~To provide training and education to municipal officers, board members and employees;~~
- (9) To prepare an annual report and recommend changes to this chapter; **and**
- (10) To provide for public inspection and copying of certain records.

D. The Ethics Board may recommend a disciplinary action or assess a penalty only if the complaint is filed or the investigation is commenced within six years of the act that is or acts that are the subject of the complaint or investigation.

E. The Ethics Board ~~will~~**must** comply with the requirements of the Open Meetings Law of the State of New York (Public Officers Law § 100 et seq.), even if that law does not apply because the Ethics Board is acting in an advisory capacity.

§ 21-11. **Maintenance and public inspection of disclosure statements.**

A. The Village of Mamaroneck Clerk-Treasurer must **promptly** ~~shall~~ transmit ~~promptly~~ to the Ethics Board each ~~transactional and/or applicant~~ disclosure statement **that has been** filed with the Clerk-Treasurer pursuant to § 21-5.

~~**B.** The Ethics Board shall **and must** index the disclosure statements, maintain them on file for not less than six years, and make them available for public inspection and copying all transactional, applicant, and annual disclosure statements filed with the Board.~~

§ 21-12. **Review of lists and disclosure statements.**

A. The Ethics Board ~~shall~~**must** review:

- (1) The lists of ~~officers, board members and employees~~ **Designated Persons** prepared pursuant to § 21-10 ~~5~~ of this chapter ~~to determine whether the lists are complete and accurate;~~
- (2) All **Annual Disclosure Statements** ~~annual disclosure statements~~ to determine whether any ~~P~~**person** required to file such a statement has failed to file it, has filed a deficient statement, or has filed a statement that reveals a possible or

potential violation of this chapter;-

(3) All **Transactional Disclosure Statements**~~transactional disclosure statements;-~~
and

(4) All **Applicant Disclosure Statements**~~applicant disclosure statements.~~

B. If the **Ethics** Board determines that a **disclosure statement**~~an annual disclosure statement, a transactional disclosure statement, or an applicant disclosure statement~~ is deficient or reveals a possible or potential violation of this chapter, the **Ethics** Board shall **must** notify the ~~P~~**person who filed the statement** in writing of the deficiency or possible or potential violation and of the penalties for failure to comply with this chapter.

§ 21-13. Investigations.

A. Upon receipt of a ~~sworn~~ complaint by any ~~P~~**person subscribed and affirmed by that person to be true under the penalties of perjury** alleging a violation of this chapter, or upon determining on its own initiative that any such violation may exist, the Ethics Board ~~shall have the power and duty~~ **is authorized and required** to conduct any investigation necessary to carry out the provisions of this chapter. All **Village Agencies and Covered Persons**~~agencies of the Village and all public officers, board members, employees and agency members~~ shall **must, upon the request of the Ethics Board**, furnish to the **Ethics** Board ~~of Ethics~~ such data, information and statements as may in the opinion of the **Ethics** Board be necessary or appropriate for the proper exercise of its functions, powers, and duties. The **Ethics** Board ~~of Ethics~~ may also request from ~~third parties such other parties~~ **any** data, information and statements as may in the ~~opinion~~ **judgment** of the **Ethics** Board be necessary or appropriate for the proper exercise of its functions, powers and duties. In conducting any ~~such~~ investigation, the Ethics Board may administer oaths or affirmations, subpoena witnesses, compel their attendance and require the production of any books or records which it may deem relevant and material.

B. The Ethics Board shall **must** state in writing the disposition of every ~~sworn~~ complaint it receives and of every investigation it conducts and ~~shall set forth~~ the reasons for the disposition. All such statements and all ~~sworn~~ complaints shall **must** be indexed and maintained on file by the **Ethics Board** ~~board~~.

C. **The Ethics Board must notify the complainant** ~~Any Person filing a sworn complaint with the Ethics Board shall be notified in writing of the disposition of the complaint, to the extent permitted by law.~~

D. All documents and hearings relating to ~~the investigation and hearing of~~ any alleged violation of this chapter shall ~~be~~ **must be kept** confidential and **must not be made** available for public inspection or open to the public, except as otherwise required by state or federal law or by this chapter. All dispositions, including negotiated dispositions, in which the Ethics Board finds a violation of this chapter, shall **must be made** available for public inspection and copying.

E. ~~Nothing in this section shall be construed to permit the Ethics Board to conduct an~~

~~investigation of itself or any of its members or staff.~~ **The Ethics Board is not permitted to investigate itself or any of its members.** If the Ethics Board receives a complaint alleging that the Ethics Board ~~of or any of its members or staff~~ has violated any provision of this chapter, ~~or of any other law, the board shall~~ **Ethics Board must promptly transmit a copy of the complaint to the Village Manager Board of Trustees, which must consider the complaint, either itself or by a designee, and dispose of the complaint in accordance with the provisions of this chapter.**

§ 21-14. **Hearings; assessment of penalties.**

- A. Disciplinary action.** In its discretion, after **affording the subject of the complaint or investigation a meaningful opportunity to be heard**, ~~a hearing providing for due process procedural mechanisms~~ and subject to any applicable provisions of law and collective bargaining agreements, the Ethics Board may recommend appropriate disciplinary action pursuant to ~~§ 21-10 of this chapter.~~ The recommendation of the ~~Ethics Board shall be made to the appointing authority or~~ **the P**person or body authorized by law to impose such sanctions. The **Ethics Board shall must** conduct and complete the hearing with reasonable promptness, unless in its discretion, the **Ethics Board** refers the matter to the authority or ~~P~~person or body authorized by law to impose **take** disciplinary action or ~~unless the Board refers the matter to the appropriate prosecutor, in which case . If such a referral is made,~~ the **Ethics Board** may adjourn the matter pending determination by authority, ~~P~~person, body, or prosecutor.
- B. Civil fine.** In its discretion and after a hearing providing **the subject of the complaint or investigation a meaningful opportunity to be heard** ~~for due process procedural mechanisms~~, the Ethics Board, pursuant to ~~§ 21-10 of this chapter,~~ may assess a civil fine, not to exceed \$1,500 for each violation, upon any **person or Business Entity Village of Mamaroneck officer, board member, employee or consultant** found by the **Ethics Board has found** to have violated this chapter. The **Ethics Board shall must** conduct and complete the hearing with reasonable promptness. The civil fine ~~shall be payable must be paid~~ to the Village of Mamaroneck.
- C. Damages.** The **Ethics Board may recommend to the Board of Trustees that the Village of Mamaroneck may initiate an action in the Supreme Court of the State of New York to obtain recover damages arising from the violation as provided in § 21-40 of this chapter.**
- D. Civil forfeiture.** The **Ethics Board may recommend to the Board of Trustees that the Village of Mamaroneck, or the Ethics Board on behalf of the Village of Mamaroneck, may initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York to obtain civil forfeiture of any proceeds arising from the violation of this chapter, as provided in § 21-10 of this chapter.**
- E. Debarment.** **The Ethics Board may recommend to the Board of Trustees that any person or Business Entity which violates this chapter be debarred from transacting business with the Village,** ~~or the Ethics Board on behalf of the Village of Mamaroneck, may initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for an order of debarment.~~

- F. Injunctive relief. The **Ethics Board may recommend to the Board of Trustees that the Village of Mamaroneck, or the Ethics Board on behalf of the Village of Mamaroneck, may initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for injunctive relief to enjoin a violation of this chapter or to compel compliance with this chapter.**
- G. Prosecutions. The Ethics Board may refer to the appropriate prosecutor possible criminal violations of this chapter. ~~Nothing contained in this chapter shall be construed to restrict the authority of any prosecutor or the attorney general to prosecute any violation of this chapter or of any other law.~~
- H. ~~Nothing in this section shall be construed to permit the Ethics Board to take any action with respect to any alleged violation of this chapter or of any other law, by the Board or by any member or staff member thereof.~~

§ 21-15. **Waivers.**

- A. Upon written application by a **Covered Person or Applicant** ~~Village of Mamaroneck officer or employee and/or if applicable, and, in the case of a Village employee,~~ the written approval by his or her department head **of the Village Manager**, the Ethics Board may grant the applicant, or his or her private employer or business, a waiver of **waive** any of the provisions of the Code of Ethics, except **sections 21-4(K)(2), 21-4(N), 21-6(C), 21-6(D), 21-6(E), and 21-6(F)**, prohibiting a Person from inducing a violation of this chapter or appearing the inducement of violations provisions; ~~section on appearances by the municipal official's private employer or business; sections on transactional, applicant, annual disclosure of this chapter where the Ethics Board finds upon finding that waiving such provision would not be in conflict with the purposes of this chapter or impair and the interests of the Village of Mamaroneck, provided, however, that but no such waiver shall may permit any conduct or interest otherwise prohibited by Aarticle 18 of the General Municipal Law.~~
- B. ~~Waivers shall be~~ **A waiver must be in writing**, shall state the grounds upon ~~on~~ which they are ~~it is~~ granted, and shall be available for public inspection and copying. **The Ethics Board must index and maintain on file every** All applications, decisions, and other records and proceedings relating to every waiver it issues ~~shall be must indexed and maintained on file by the Board.~~

§ 21-16. **Advisory opinions.**

- A. Upon ~~thea~~ written request **inquiry** of any Village of Mamaroneck officer, board member or employee, or of his or her department head, the Ethics Board shall **will** render a written advisory opinion with respect to the interpretation or application of this chapter to the future or continuing conduct or interest of ~~such Village of Mamaroneck officer or employee or his or her outside employer or business~~ **the inquiring party. The Ethics Board must deliver a copy of each advisory opinion to the Village Clerk-Treasurer. The Village Clerk-Treasurer must index the advisory opinions of the Ethics Board and maintain those opinions on file and on the Village website.**
- B. **No communication from the Ethics Board or any member of the Ethics Board**

regarding the meaning or intent of any provision of this chapter except a written advisory opinion by the Ethics Board has any precedential value or binding effect with respect to any determination to be made by the Ethics Board. Only a written advisory opinion by the Ethics Board given at the request of the party requesting the advisory opinion and regarding the specific facts and circumstances of the matter for which the inquiring party requested an advisory opinion has precedential or binding effect.

- ~~B C.~~ Advisory opinions and requests for advisory opinions shall be indexed and maintained on file by the Ethics Board. The **Ethics** Board shall ~~may~~ publish ~~such~~ **those** of its advisory opinions ~~as~~ **that** it believes will provide guidance to other Village of Mamaroneck officers, board members or employees ~~inquiring parties~~, provided, however, that the publicly available copy of such opinions shall contain **but must make those** ~~such~~ deletions **from the publicly available advisory opinion that are** as may be necessary to prevent disclosure of the identity of the involved officers, board members and employees ~~inquiring person and any other person involved~~.

§ 21-17. **Judicial review.**

- A.** Any ~~P~~person aggrieved by a decision of the Ethics Board may seek judicial review and relief pursuant to Article 78 of the Civil Practice Law and Rules.
- B.** Any ~~P~~person who has submitted to the Ethics Board a written request for an advisory opinion may bring an action or special proceeding, as appropriate, for a determination of the question posed in the request, provided that **at least six months and not more than ten months have elapsed since the request was filed:**
- ~~(1) It shall appear by and as an allegation in the complaint or petition that at least six months have elapsed since the filing of the request and that the Ethics Board has failed to file any determination in the matter; and~~
 - ~~(2) The action or special proceeding shall be commenced within 10 months after the submission of the request for the advisory opinion.~~

§ 21-18. **Training and education.**

- A.** The Ethics Board **must:**

- ~~(1) Shall make information~~ **publicly available as required of it in this chapter** concerning this chapter ~~available to the officers, board members and employees of the Village of Mamaroneck, to the public, and to Persons interested in doing business with the Village of Mamaroneck; and~~
- ~~(2) Shall develop~~ **make recommendations to the Village Manager with respect to** educational materials and an educational program on the provisions of this chapter ~~for the officers, board members and employees of the Village of Mamaroneck, for the public, and for Persons interested in doing business with the Village of Mamaroneck.~~

- B.** The Village Manager shall ~~be~~ **is responsible for developing and presenting ethics educational programs** ~~assist the Ethics Board in the publication, publishing,~~

posting, and ~~distributing~~ distribution of ethics educational materials **with respect to article 18 of the General Municipal Law and this chapter** and in the development and presentation of ethics educational programs **and ensuring that each Village officer or employee receives ethics training, in the form determined by the Ethics Board, at least once each year.**

- C. The Village Manager must attach to every request for proposals or solicitation for bids a copy of the Code of Ethics or an electronic link to the Code of Ethics. Every person or Business Entity that is awarded a contract by the Village must confirm in writing that the person or Business Entity has received and understands the Code of Ethics. ~~Each Village of Mamaroneck officer or employee shall receive ethics training, in such form as determined by the Ethics Board after consultation with the appropriate department head, as least once each year.~~

§ 21-19. **Annual reports; review of ethics laws.**

- A. The Ethics Board ~~shall~~**must** prepare and submit an annual report to the Board of Trustees summarizing the activities of the **Ethics Board during the preceding year.** The report may also recommend changes to the text or administration of the chapter.
- B. The Ethics Board ~~shall~~**must** periodically review this chapter and the **Ethics Board's** rules, regulations, and administrative procedures to determine whether they promote integrity, public confidence, and participation in Village of Mamaroneck government and whether they set forth clear and enforceable, common-sense standards of conduct.

§ 21-20. **Public inspection of records; public access to meetings.**

- A. The only records of the Ethics Board which shall be available for public inspection are those whose disclosure is required by ~~A~~**article 6** of the Public Officers Law or by other state or federal law or by this chapter.
- B. ~~No meeting or proceeding~~**The meetings and proceedings** of the Ethics Board shall ~~be~~**are** open to the public, ~~except as to the extent~~ required by the provisions of ~~A~~**article 7** of the Public Officers Law or by other state or federal law or by this chapter or upon the request of the affected officer or employee and ~~with the agreement~~**the approval** of the Ethics Board.

§ 21-21. **Miscellaneous provisions.**

- A. No existing right or remedy ~~shall be~~**is** lost, impaired, or affected by reason of this chapter.
- ~~B. No public officer or employee shall any other Person to violate, attempt to induce any other Person to violate, or aid any other Person in violating, any provision of this chapter. Any Person who violates this section has committed a violation of this chapter.~~
- ~~GB.~~ Nothing in this chapter shall ~~be deemed to bar or prevent a present or former Village of Mamaroneck officer or employee~~**prohibits a person or Business Entity formerly subject to this chapter** from timely filing any claim, account, demand, or suit against

the Village of Mamaroneck on behalf of ~~himself or herself~~ **the person, Business Entity** or any member of ~~his or her~~ **the person's** family arising out of ~~P~~personal injury or property damage or any lawful benefit authorized or permitted by law.

- ~~DC.~~ If any provision of this chapter is held by a court of competent jurisdiction to be invalid, that decision ~~shall~~ **does** not affect the validity and effectiveness of the remaining provisions of this chapter.

§ 21-22. **Whistleblower protection.**

- ~~A. No Village officer, employee or board member shall~~ **It is a violation of this chapter to** retaliate against ~~any Village officer, employee or board member or other Person~~ **any person who has**, acting in good faith, ~~for, notwithstanding any other provision of this chapter, submitting~~ **submitted** a complaint to the **Ethics** Board, of ~~Ethics; reporting~~ **reported** alleged waste, inefficiency, corruption, criminal activity or conflicts of interest to any federal, state or county regulatory or investigative authority, as expressly permitted by federal, state or county law; ~~or providing~~ **provided** information to the **Ethics** Board of ~~Ethics~~ or to a federal, state or county regulatory or investigative authority; ~~or acting or refusing~~ **acted or refused** to act as required by this chapter and ~~A~~article 18 of the General Municipal Law. No action protected by this section ~~shall be considered~~ **is** a violation of this chapter.
- ~~B. Any Village officer, employee or board member who violates this section has committed a violation of this chapter.~~
- ~~CB.~~ In resolving a complaint that a ~~Village officer, employee or board member~~ **person** has violated this section, the **Ethics** Board of ~~Ethics~~ may, among other things, recommend that a retaliatory ~~P~~personnel or regulatory action be reversed.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by General Municipal Law § 806 and Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: C1 zoning district - BOT RE: Proposed Local Laws 2024

Item Summary: Zoning Amendment to Allow Pet Day Care as a Permitted Use in the Z-1 Zoning District

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
pll J 2024 pet care and animal use	4/4/2024	Cover Memo
memo to BOT animal care in C-1 and m-1	4/4/2024	Cover Memo
zba letter to BOT	4/4/2024	Cover Memo

PROPOSED LOCAL LAW J of 2024

A Proposed Local Law to amend Chapter 342
of the Code of the Village of Mamaroneck (Zoning) to allow additional uses
in the C-1 commercial and M-1 manufacturing zoning districts

**BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
AS FOLLOWS:**

*(Language in strike-through ~~abcedefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

Section 342-3 of the Code of the Village of Mamaroneck is amended by adding the following definitions:

ANIMAL HOSPITAL

A building for the medical and/or surgical care of animals.

PET CARE FACILITY

A business providing boarding and pet related services including feeding, exercise, training, bathing, or grooming, during the day and/or overnight.

Section 2.

Section 342-30(A)(1) of the Code of the Village of Mamaroneck is amended by adding the following principal uses permitted in the C-1 General Commercial Districts:

- (s) Animal hospitals. (This use is subject to Planning Board approval in accordance with the procedure set forth in Article X and must conform to any additional requirements made in connection with such approval.)**
- (t) Pet care facilities. (This use is subject to the requirements set forth in § 342-52.3, Planning Board approval in accordance with the procedure set forth in Article X and must conform to any additional requirements made in connection with such approval.)**

Section 3.

Section 342-31(A)(1) of the Code of the Village of Mamaroneck is amended as follows:

- (a) Uses permitted in the C-1 Districts, as permitted therein, but not microbreweries, microdistilleries, microcideries, or microwineries, or pet care facilities.**

Section 4.

Section 342-32(C) of the Code of the Village of Mamaroneck is amended by adding the following special permit uses in the M-1 Manufacturing Districts:

(6) Animal hospitals.

(7) Pet care facilities.

Section 5.

Article VII of Chapter 342 of the Code of the Village of Mamaroneck is amended by adding § 342-52.3, as follows:

§ 342-52.3 Pet care facilities.

Within the C-1 districts, the Planning Board may grant a special permit for construction and operation of a pet care facility subject to the following standards and the requirements set forth in Article X of this chapter.

A. Indoor space. Adequate indoor space must be provided for all animals under the care of the pet care facility.

B. Outdoor spaces. Outdoor spaces are permitted subject to the following requirements:

(1) Animals must be indoors between the hours of 5:00 p.m. and 7:00 a.m.

(2) While outdoors, all animals must be under the direct control of the pet care facility operator or the facility staff at all times.

(3) A wall or fence enclosing the outdoor area must be provided and be of sufficient construction to protect animals from injury, prohibit animals from escaping, and separate animals from other domestic animals and unauthorized individuals.

(4) The outdoor surface, other than grass runs and exercise areas, must be concrete, gravel, or other materials that can be regularly cleaned and kept free of waste accumulation.

(5) Grass runs and exercise areas must maintain adequate ground cover, holes must be promptly filled, solid waste must be removed prior to watering, the ground cover must be watered sufficiently to dilute and clean the ground cover to avoid disease, and the ground cover must not be overgrown.

(6) Outdoor areas must be designed so that the water used to clean outdoor areas does not overflow onto a public right-of-way, an adjacent property, body of water, or public stormwater drain.

C. Sanitation.

(1) Facilities must be kept clean and sanitary at all times in order to maintain a healthy environment for the animals and staff.

(2) All indoor and outdoor spaces must be cleaned at least once each day.

- (3) **Trash and animal waste generated at the facility must be disposed of promptly and hygienically, and in accordance with all applicable federal, state and local laws and regulations so as to minimize the risk of disease, contamination, and vermin.**
- (4) **Fecal wastes must be disposed of through either solid waste pick-up service or the sanitary sewer system. Disposal of cat litter must be through solid waste pick-up and not through the sanitary sewer system. Fecal wastes may not be used for on-site or off-site composting operation.**

D. Noise.

- (1) **Noise control during operating hours. Between the hours of 7:00 a.m. and 5:00 p.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located consisting of an average of 10 animal noises per minute either over a six-minute period of time or over a 15-minute period of time with one minute or less between each animal noise.**
- (2) **Noise control during evening and early morning hours. Between the hours of 5:00 p.m. and 7:00 a.m., a pet care facility must not create any noise that can be heard by any person at or beyond the property line of the lot on which the facility is located.**

E. Pet Care Facilities must obtain a Permit to Operate an Animal Facility from the Westchester County Department of Health prior to obtaining a special permit, and must comply with the requirements of that permit and all state, federal and local laws and regulations.

Section 6.

Section 342-56 of the Code of the Village of Mamaroneck is amended as follows:

<u>Use</u>	<u>Minimum number of spaces</u>
Retail and/or service business, animal hospitals	1 for each 350 square feet of gross floor area of a building with not more than 3,500 square feet; 1 for each 200 square feet of the next 3,500 square feet of the gross floor area of the building; 1 for each 100 square feet of the gross floor area of the building in excess of 7,000 square feet.

Section 7.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force

and effect.

Section 8.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 9.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck



*Village Hall at the Regatta
P.O Box 369*

*123 Mamaroneck Avenue
Mamaroneck, NY 10543*

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT A. SPOLZINO
VILLAGE ATTORNEY

Tel (914) 777-7737
Fax (914) 777-7769

TO: Mayor Torres and the Board of Trustees
FROM: Mary E. Desmond, Deputy Village Attorney
RE: Zoning for pet care facilities
DATE: April 3, 2024
CC: Daniel Sarnoff, Deputy Village Manager
Sally Roberts, Deputy Village Clerk
Robert A. Spolzino, Esq., Village Attorney

During the March 25, 2024 Board of Trustees meeting, we were instructed to prepare a draft local law to allow the operation of pet care facilities and animal hospitals in the Village, incorporating the comments received from land use boards. This memorandum summarizes the comments and discusses how the concerns raised by the land use board are incorporated into the proposed local law or otherwise addressed in the Village Code.

I. Summary of comments

Greg Cutler, the former Director of Planning & Development, drafted a memorandum dated January 4, 2024 containing draft conceptual legislation and analysis proposing to expand the uses in the C-1 commercial zoning districts to include animal hospitals and pet daycare.¹ The January 4, 2024 memorandum was circulated to the Planning Board, the Harbor and Coastal Zone Management Commission (“HCZMC”) and the Zoning Board of Appeals (“ZBA”) for review and comment.

A. Planning Board

The Planning Board considered the proposal during its January 24, 2024, February 14, 2024 and February 28, 2024 meetings, and heard public comment from pet care and animal hospital proprietors on February 28, 2024. The Planning Board suggested to the Board that (1) pet care and animal hospitals also be allowed in the M-1 district, (2) that any outdoor spaces be screened, attractive and consistent with the neighborhood surroundings, and (3) and that the

¹ The memorandum also addressed expanding permissible uses in the commercial districts to include childcare/nursery schools. Associated parking, drop off and pick up concerns are currently being analyzed by a traffic consultant.

proposed “noise” constraints should be simplified. The Planning Board suggested limiting “animal noises at a rate of 10+ animal noises per minute as measured over any interval six minutes or longer.”

B. HCZMC

The HCZMC urged the Board to carefully consider the issue of animal waste and sanitation. In that regard, it advised that the local law should explicitly prohibit water used to clean outdoor areas from flowing into any body of water in the Village, and that outdoor spaces accessible to animals be cleaned daily. HCZMC also suggested that “Best Management Practices” be implemented for animal waste cleanup, handling and control at any animal hospital or animal daycare, and to include employee training on appropriate sanitation practices.

C. ZBA

The ZBA provided comments on the proposed law in a letter to the Board of Trustees on April 2, 2024. While the ZBA only considered expanding uses for pet care facilities in the C-2 district, which is not proposed, its comments could be applicable to the C-1 and M-1 districts. The ZBA:

1. Agreed that it is appropriate to require a special permit for animal care facilities but was concerned about the lack of standards to review and consider in connection with the special permit,
2. Suggested that specific standards for both indoor and outdoor space be included in the law,
3. Asked whether animal care facilities that only house pets during the day should have different standards than facilities that board animals overnight,
4. Was concerned that the noise standards were inadequate, and
5. Stated that the enforcement standards are inadequate and do not provide for due process.

II. Incorporation of land use board comments into the proposed law

A. Inclusion of the manufacturing districts

As suggested by the Planning Board, the proposed local law would amend § 342-32 (C) of the Village Code to include animal hospitals and pet care facilities as special permit uses in the M-1 manufacturing districts.

B. Screening concerns

With regard to screening, Article X of the Village Code requires that special permits may only be granted if the Board of Appeals or Planning Board determines that “the location, nature and height of buildings, walls and fences and the nature and extent of the landscaping and screening on the site, as existing or proposed, are such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings” and that parking areas are “properly located and suitably screened from adjoining residential uses.” § 342-71. While that may satisfy the Planning Board’s concerns, more explicit criteria could be added to proposed section § 342-52.3.

C. Noise concerns

The “Noise” section of the proposed law was modified in accordance with the Planning Board’s recommendation of no more than 10 animal noises over a six-minute period of time. To address the ZBA’s concern regarding noise and to provide additional restrictions for overnight pet care facilities, § 342-52.3(D)(2) was added to the proposed law. This section would prohibit off-site noise during the evening and early morning hours. Also note that the special permit review criteria in Article X requires that “operations in connection with the proposed use will not be objectionable by reason of noise, fumes, smoke, dust, vibration, glare, intensity or flashing of lights,” and detailed noise regulations are codified in Chapter 254 of the Village Code. §§ 254-1 through 254-9 and 342-71(C).

D. Animal waste and protection of Village waterways

To address the concern of the HCZMC regarding protection of Village waterways, § 342-52.3(B)(6) was modified to explicitly state that outdoor areas must be designed so that water used to clean those areas does not overflow into any body of water or public stormwater drain. Also, the daily cleaning requirement was extended to outdoor areas.² § 342-52.3(B)(2).

E. Best management practices, training, and standards

To address the HCZMC’s comments on best management practices and the ZBA’s concerns regarding the lack of standards, § 342-52.3(E) was added to the proposed local law. This section incorporates the standards of the Westchester County Sanitary Code, and requires that pet care facilities comply with all applicable state, federal and local laws and regulations. The Westchester County Sanitary Code requires County approval of construction plans for animal facilities, and the regulations include specific criteria for lighting, ventilation, pest control, waste management, plumbing, equipment, and washing facilities. Animal facilities must also obtain an operation permit from the Westchester County Department of Health, which is contingent upon passing an inspection and compliance with all state, federal and local laws. Westchester County Sanitary Code, Article XIX, §§ 873.1900 *et sec.* Standards for special permit review are also contained in Article X of the Village Code. § 342-71.

Regarding training, veterinarians and animal technicians must obtain a license from the New York State Department of Education and renew the permit every three years. Education Law, article 135, §§ 6700-6715. The State Education Law also addresses professional conduct and includes recordkeeping and reporting requirements. *Id.*

F. Enforcement

The enforcement provisions in the draft conceptual legislation were removed. The special permit procedure outlined in Article X of the Village Code currently contains enforcement provisions which would apply to special permits for pet care and animal hospitals. We are separately reviewing Article X to see whether these enforcement provisions require amendment.

² A pet care facility or veterinary office greater than 4,000 square feet gross floor area would also require a consistency determination from the HCZMC. § 240-5(G).

Attachments

1. January 4, 2024 letter from Greg Cutler.
2. Article X of the Code of the Village of Mamaroneck, Special Permit Procedures.
3. Westchester County Sanitary Code Article XIX, §§ 873.1900 *et seq.*
4. Westchester County Department of Health applications to construct or renovate animal care facilities and for a permit to operate an animal care facility.



Village of Mamaroneck Zoning Board of Appeals

Department of Planning and Development
169 Mount Pleasant Avenue – Third Floor
Mamaroneck, New York 10543
(914) 825-8758

Robin Kramer, Esq.
Chair

April 2, 2024

Mayor Sharon Torres and Board of Trustees
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

**RE: Proposed Local Law Regarding Land
Subdivision (“Proposed LL X-2023”) and
Proposal for Draft Legislation Related to Animal
Hospitals, Dog Daycare and Childcare/Nursery
School (the “Draft Proposals”).**

Dear Mayor and Board of Trustees:

Thank you for providing the ZBA with the opportunity to comment on Proposed LL X-2023 and the Draft Proposals. The members of the ZBA (the “Board”) discussed these proposals at its meeting on March 7, 2024, and had the following comments:

Proposed LL X-2023

The Board members do not understand the need for or the purpose of this law. Moreover, as written, it would prohibit a building or property from containing more than one principal use, as it would require a subdivision every time an additional use was proposed for a single property. Thus, unless the property was in condominium ownership, the law would prohibit a residential building or an office building from having a ground floor retail store; a strip mall from having, for example, an optometrist and a restaurant, which are two separate uses and would be in the same building; or an office building from having a restaurant in the building. Therefore, the Board does not support this proposal without a revision of the language and a better understanding of its purpose.

Draft Proposals

The Board is not opposed to adding childcare, nursery schools, dog daycare or animal hospitals as permitted uses in C-2 Central Commercial Districts and agrees that requiring a

special permit for such uses would be appropriate. However, the Draft Proposals are vague and lack standards applicable to the review of a special permit. This makes it difficult to fully evaluate the proposal. Moreover, the lack of adequate standards would make it impossible to appropriately review and consider an application for a special permit. Although each of the uses in the Draft Proposals raises land use issues, the proposed language does not include applicable standards, which would need to be set forth in the Village Code for all of such uses in order that the Board and applicants can evaluate and address the same. For example, many, if not all, of the proposed uses require licensing by New York State, and one of the standards should be a requirement that the operator have a valid license required for such uses.

For both childcare and especially nursery schools, the issues that need to be included in the standards include providing an appropriate drop off that takes into account neighboring uses, street width and other issues in order to safe drop off and pick up of children. Specific standards need to be written into the Code with respect to such drop-off; it is not sufficient to simply say “adequate drop-off.” Other concerns should also be identified in order to ensure that they are addressed.

Similarly, it is important to identify specific issues related to Pet Day Care Facilities. Such facilities are defined as temporarily boarding four or more animals. Why is the number four specified? Does it mean that a facility that boards three animals is not permitted or that such use is permitted but does not need a special permit? Should a day care facility that only houses animals for the day be treated the same as a facility that keeps/boards animals overnight? The proposed standards should include written standards for indoor space not just outdoor space.

The proposed standards for noise are inadequate. Given that pet day care facilities can be located in districts with residential uses, the amount of noise that seems to be considered acceptable under the current draft may make living near such a facility unacceptable and impair the value or enjoyment of nearby properties. In addition, the standards for revocation are improper and inappropriate. First, the draft standards require that the building inspector make a determination to revoke a Special Permit, but provides for no procedure or due process. Since a Special Permit use is a legal use of property, the revocation of a special permit must be subject to safeguards; in the case of other special permits, revocations only follow the issuance of a violation and action by the ZBA or a court. In addition, if there are noise or other complaints at night there is, to our knowledge, no building inspector on duty to address such issues regardless of the extent of the violation. The proposal does not allow revocation until there are five violations in a 12 month period. Not only is this much too long a period for a revocation, it undermines the need to comply with a special permit and its conditions. It also means that no matter how significant a violation is, if there are fewer than five violations in a 12-month period, the facility is not subject to any corrective or enforcement measure. Moreover, if a facility can get away with noise simply by making an application to the ZBA, such noise can continue to bother neighbors for months until it is resolved. The standards for noise need to provide for less noise and easier revocation.

It is the opinion of the ZBA that significant additional consideration should be given by the Trustees to the proposed uses and the standards to be established for each. Members of the ZBA are willing to discuss our concerns further if the BOT has any questions.

Thank you.

Respectfully,

Robin A. Kramer, Chair
Zoning Board of Appeals

Cc : ZBA Members

Acting Village Manager

Building Inspector

Village of Mamaroneck, NY

Item Title: Washingtonville Neighborhood Public Health Study (Board of Trustees)

Item Summary: Washingtonville Neighborhood Public Health Study (Board of Trustees) - No backup

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Removal of Portable Cameras

Item Summary: Removal of Portable Cameras - NO BACK UP

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Proposed Fees & Charges Schedule for FY 2024/25

Item Summary: Proposed Fees & Charges Schedule for FY 2024/25”

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
staff memo	4/4/2024	Cover Memo

MEMORANDUM

Village of Mamaroneck



To: Charles Strome, Interim Village Manager

From: Daniel J. Sarnoff, Deputy Village Manager

Re: Proposed Fees & Charges Schedule for FY 2024/25

Date: April 4, 2024

P 914-777-7703

F 914-777-7760

www.villageofmamaroneck.org

Please see attached the proposed Fees & Charges Schedule for Fiscal Year 2024/25. As it relates to the schedule, although there are many fees, there are only a few that generate significant revenue for the Village. Among these are building permit fees and parking permit fees. Parking meter fees generate significant revenue; however, those are codified in Chapter 326 of the village code.

Regarding these fees, the building permit fees were increased last year, and the Village is recommending increases in the parking permit fees. As it relates to the recommended increases, the following is recommended:

Chapter/Type of Application, License or Permit			Adopted	Proposed
Chapter 88, Alarm Devices and Systems				
	Alarm system permit, annual fee		\$55	\$65
	False alarm charges			
		First 3 <u>2</u>		
		4th <u>3rd</u> through 10th, each	\$150	\$200
		11th or more, each	\$600	\$700

Staff is recommending that the annual alarm permit fee be raised \$10 and that the false alarm fee scheduled be revised and slightly increased. As it relates to the alarm permit fee, the Village estimates \$35,000 based on the current fee structure, a \$10 increase would likely yield \$6,000 - \$7,000 in additional revenue. The Villages not generate significant revenue for false alarm fees, but is recommending that as opposed to the current structure when fees are waived for up to three false alarms per year, the structure be revised to allow for the waiving of fees for

up to 2 per year. Additionally, staff is proposing an increase in the false alarm fee of \$50 as our personnel costs for responding to false alarms has increased over the past several years.

Chapter 96, Amusements				
	Article I, Places of Amusement			
	Theaters, annual license fee		\$125	\$250

Staff is proposing an increase in fees as this has not been increased recently, however, this is not a fee that generates any significant revenue.

Chapter 106, Auctions and Auctioneers			Adopted	Proposed
	Fee per day, or per event, whichever is greater		\$125	\$200
Chapter 116, Bingo				
	Operation of games, per occasion		\$125	\$200

Again, these fees have not been increased recently, however, they do not generate significant revenue.

Chapter 150, Dance Halls and Cabarets				
	Annual license		\$240	\$300

The Village issues approximately a dozen per year, and we are recommending the increase to keep up with staff costs to process these permits.

Chapter 178, Film Permits			
	Per day, per location, 8 a.m. to 6 p.m.	\$1,500	\$2,000
	Per day, per location filming extending from 6 p.m. to 10 p.m.	\$1,500	\$2,000

For several years prior to the pandemic, the village was issuing about 12-15 film permits per year, but this has slowed down in recent years. The increase is reflective of the staff time needed to process these permits which includes the Manager's Office, Police, Fire, Public Works, Parks, and Recreation.

Chapter 182, Fire Prevention; Recodified into Chapter 126 Building Code							
	Article II, Places of Public Assembly						
		Annual fire prevention permit fee				\$250	\$300
	Article III, Hazardous Materials						
		Annual fire prevention permit fee					
			Flammable or combustible liquids (tank capacity, in water gallons)				
				0 to 20,000		\$200	\$250
				20,001 to 50,000		\$500	\$600
				Over 50,000		\$850	\$925
			Flammable solids (weight, in pounds), including explosives or ammunition of any kind				
				Each 1,000		\$100	\$125
			Compressed gases, including but not limited to welding gases (number of cylinders, in pounds)				
				Up to 10		\$100	\$200
				Per cylinder over 10		\$10	\$20
			Spray booths, dipping operations, lumberyards or woodworking shops, garages, fuel stations, repair operations, fuel pumping stations, body shops without spray operations, manufacture of organic coatings, furnaces and/or ovens, spraying operations including but not limited to fumigation or pesticides, etc.				
				Per facility		\$200	\$250

				Each additional class (if more than one operation)		
					\$50	\$75

The proposed fee increases are reflective of the increased cost of staff needed to process these permits.

Chapter 234, Laundries and Dry Cleaning						
	Coin-operated laundry or dry cleaning, annual license fee, per machine				\$50	\$75

This fee does not generate significant revenue, but again, it has not been increased in several years.

Chapter 246, Motels					
	Number of housing or lodging units on premises				
		1 to 10, annual license fee		\$250	\$300
		11 to 49, annual license fee		\$500	\$600
		50 or more, annual license fee		\$750	\$1,000

There are only two (2) motels in the Village, both of which fall into the 11 to 49 unit category.

Chapter 294, Stormwater Management and Erosion and Sediment Control						
	Stormwater Pollution Prevention Plan Submission				\$75	\$150

The increase in the fee is more reflective of the staff time needed to review and approve the Stormwater Management and Erosion and Sediment Control Permits, which can often take several drafts to complete.

Chapter 318, Trees		Adopted	Proposed
	Permit fee	\$25	\$50

This fee increase is reflective of the cost to review and approve tree permits.

Chapter 326, Vehicles and Traffic			
	Annual fee for issuance of decals for commuter areas (RR)	\$625	\$650
	Annual fee for issuance of decals for general areas (GP)	\$625	\$650
	Annual fee for issuance of decals for general areas commercial vehicle parking (GPC)	\$2,400	
	Annual fee for issuance of decals for nonresident commuter areas (NRR)	\$1,100	\$1,200
	Annual fee for issuance of merchant parking permit, whether by sticker or permit tag, which may be issued to merchant or employee, for specific parking lot or on-street parking area	\$625	\$650
	Semi-annual fee for issuance of merchant parking permit, whether by sticker or permit tag, which may be issued to merchant or employee, for specific parking lot or on-street parking area	\$300	\$375
	Quarterly fee for issuance of merchant parking permit, whether by sticker or permit tag, which may be issued to merchant or employee, for specific parking lot or on-street parking area	\$160	\$190
	Replacement decal	\$25	
	* Parking permits for less than a year will be prorated on a monthly basis. There will be no prorated refund on returned parking stickers.		
	Residential Parking System Hangtags	\$10	\$20

These fees have not been increased in several years. The increases are reflective of the increased printing costs and staff time necessary to process the permits applications.

Chapter 342, Zoning				
	<u>Zoning Verification Letter (New Fee)</u>			\$100
	<u>Planning Board Approval, Application for Extension</u>			\$175

There is currently no fees for Zoning Verification Letters or Planning Board Approval, Application for Extension. The Planning Board approval fee is the same as the Zoning Board Approval, Application for Extension fee.

Article II. Building Permit Fees								
							Adopted	Proposed
A. Initial Review. The following fees must be paid upon the submission of an application for a building permit								
	Intake Review by Staff						\$150	
	Intake Review by Third Party Consultant (New Fee)							\$300

J. Other Inspections/Permits								
Residential Inspection Fee (First & Second)							\$75	\$85
Residential Inspection Fee (for Third and each inspection thereafter)							\$150	\$175
Commercial Inspection Fee (First & Second)							\$150	\$170
Commercial Inspection Fee (for Third and each inspection thereafter)							\$300	\$350

The Village currently has a fee for conducting intake reviews by Staff, but in the event that we need to use a third-party consultant to conduct the intake review, we would like to have a fee established.

Inspection fees are also recommended to be increased as a result of the increased personnel costs to complete the inspections

Village of Mamaroneck, NY

Item Title: Intermunicipal Agreement to Provide Access to the Westchester County Repository for Integrated Criminalistics Information (RICI) System

Item Summary: Intermunicipal Agreement to Provide Access to the Westchester County Repository for Integrated Criminalistics Information (RICI) System

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
01.memo- rici system	4/2/2024	Cover Memo
draft agreement	4/2/2024	Cover Memo
03.reso-rici	4/2/2024	Cover Memo

MEMORANDUM

Village of Mamaroneck



To: Charles Strome, Acting Village Manager

From: Daniel J. Sarnoff, Deputy Village Manager

Re: Westchester County Repository for Integrated
Criminalistics Information (RICI) System

Date: April 2, 2024

P 914-777-7703

F 914-777-7760

www.villageofmamaroneck.org

In 2013, Westchester County implemented a Repository for Integrated Criminalistic Information (RICI) System. This system allows for the electronic transmission and storage of records relating to an individual's arrest, booking, detention or incarceration including name, social security number, physical description, and other related data. The system allows for the sharing and access to data by the Village, County, New York State Division of Criminal Justice and other law enforcement agencies.

Over the past 10 years, it has been an asset not only for the VMPD, but for law enforcement agencies throughout New York State. The current agreement provided for a five-year term covering the period of October 1, 2018, through September 30, 2023. The County recently proffered a renewal agreement for a five-year period covering October 1, 2023, through September 30, 2028. I have reviewed this with the Police Chief, and she is fully supportive of renewing this agreement and maintaining access to the vital public safety tool.

As such, I have prepared the attached resolution and would respectfully request that it be placed on the work session agenda for the Board's consideration at their April 8, 2024, meeting. As this is a renewal agreement for an existing asset that the Village enjoys access to, I would further request that this also be placed on the regular agenda for April 8, 2024, for consideration by the Board.

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made _____, 20**21** by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

THE VILLAGE OF MAMARONECK, a municipal corporation of the State of New York, acting by and through the Village of Mamaroneck Police Department, having an office and place of business at 123 Mamaroneck Avenue, Mamaroneck, New York 10543.

(hereinafter referred to as the "Municipality")

WHEREAS, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, the Municipality is desirous of obtaining access to the RIC System and receiving supplemental computer services from the County; and

WHEREAS, the County agrees to provide such services upon the terms described below.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RIC System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RIC System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICl System.

"Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

(f) That all Municipality records maintained on the RICl System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

SECOND: The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICI System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICI System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICI System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

THIRD: The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

FOURTH: The term of this Agreement will commence October 1, 2023 and terminate September 30, 2028, unless terminated earlier as provided herein.

FIFTH: Either party may cancel this Agreement on thirty (30) days written notice to the other party.

SIXTH: This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

Terrance Raynor
Acting Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To The Municipality:

Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, New York 10543

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TENTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

ELEVENTH: The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the County and the Municipality have executed
this Agreement in triplicate:

COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Acting Commissioner-Sheriff
Department of Public Safety

By: _____
Name: _____
Village of Mamaroneck

Approved by the Board of Legislators of the County of Westchester on March 12, 2018
by Act No. 2018-22.

Approved by the Board of Acquisition and Contract of the County of Westchester on the
29th day of March, 2018.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester
S:\Con\CARP\DPS\IRICI IMA 2018

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the Acting Village Manager of Village of Mamaroneck, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public

County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer **other than** officer signing contract)

certify that I am the Clerk - Treasurer of the
(Title)

Village of Hamaroneck
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

Village Law
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that _____,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

Acting Village Manager of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

Village Board, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity

as Clerk - Treasurer of Village of Hamaroneck,
(Title) (Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public

County

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

RESOLUTION RE:

**AUTHORIZATION TO EXECUTE AN INTERMUNICIPAL AGREEMENT
WITH WESTCHESTER COUNTY FOR THE REPOSITORY FOR
INTEGRATED CRIMINALISTIC INFORMATION (RICI) SYSTEM**

WHEREAS, Westchester county has implemented a County Repository for Integrated Criminalistic Information (RICI System) to allow for the electronic transmission and storage of criminal records and police blotter information; and

WHEREAS, the type of information that is transmitted and stored in the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, by resolution of September 12, 2018, the Board of Trustees authorized the execution of the current Intermunicipal Agreement between the Village and County said agreement with a term beginning October 1, 2018, and expiring September 30, 2023; and

WHEREAS, Westchester County has recently proffered a renewal agreement which will allow for the Village's continued access to the RICI system for the period of October 1, 2023, through September 30, 2028; now therefore be it

RESOLVED, that the Board of Trustees hereby authorizes the Acting Village Manager to execute the Westchester County Repository for Criminalistic Information Access Agreement on behalf of the Village of Mamaroneck with the County of Westchester, in substantially the same form as attached hereto; and be it further

RESOLVED, that the Village Manager and Police Chief are hereby authorized to undertake any administrative acts required under the terms of the agreement.

Village of Mamaroneck, NY

Item Title: License Agreement with BMI to Play/Perform Copyrighted Music at Village Events

Item Summary: License Agreement with BMI to Play/Perform Copyrighted Music at Village Events

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
01.SUP of Rec Email	4/2/2024	Cover Memo
02 BMI License Agreement	4/2/2024	Cover Memo
03.BMI reso	4/2/2024	Cover Memo

Daniel Sarnoff

From: Jason Pinto
Sent: Tuesday, April 2, 2024 10:24 AM
To: Daniel Sarnoff; Mary E. Desmond; Charles Strome
Subject: FW: Additional Music Licensing - SESAC and BMI
Attachments: SESAC Music License_Municipalities, v1.pdf; BMI Music License Government Entity.pdf

Good Afternoon, Dan/Mary,

The Village of Mamaroneck pays an annual license fee to ASCAP. ASCAP is Performing Rights Organization (PRO) that licenses public performances of its musical works repertory made by dozens of different types of businesses including radio stations, television stations and networks, concert promoters, restaurants and dance clubs, hotels, retail stores and background music services. While doing research and speaking with my colleagues in other municipalities I have found that our annual ASCAP license does not cover every artist or song. There are two additional Performing rights organizations (SESAC and BMI). SESAC, ASCAP, and BMI are three separate and distinct Performing Rights Organizations. Each organization represents different copyright holders (songwriters, composers, and publishers) and licenses only the copyrighted works of its own respective copyright holders. Licenses with ASCAP and/ or BMI DO NOT grant the Village authorization to use the copyrighted music of SESAC-represented songwriters, composers, or publishers. Since a license with ASCAP and/or BMI does not grant authorization to publicly perform songs in the SESAC repertory, most businesses/municipalities obtain licenses with all three to have proper copyright clearance for virtually all of the copyrighted music in the world.

I think it is prudent for the Village to have the most comprehensive copyright clearance as possible. We have reached out to SESAC and BMI and they have provided us with their standard municipality/government entity license agreements (attached). Please review and sign these contracts if you find them acceptable. Fee structure and cost of each annual license is below.

- SESAC Annual License for population 25,000 or less - \$581.00
- BMI Annual License for population 50,000 or less - \$435.00

Please let me know if you have any questions. Thanks, Jason.



Jason Pinto

Superintendent of Recreation
Village of Mamaroneck Parks & Recreation

Phone: 914-777-7784
Email: jpinto@vomny.org

Stephen E. Johnston Beach Pavilion
Harbor Island Park
Mamaroneck, NY 10543

www.village.mamaroneck.ny.us/parks-recreation

Online Registration: vomrec.recdesk.com

From: Jason Pinto
Sent: Wednesday, March 20, 2024 12:52 PM

To: Daniel Sarnoff <dsarnoff@vomny.org>; Mary E. Desmond <MDesmond@Abramslaw.com>
Cc: Courtney Wong <cwong@vomny.org>; Charles Vigliotti <cvigliotti@vomny.org>; Pamela Depiro <pdepiro@vomny.org>
Subject: Additional Music Licensing - SESAC and BMI

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The Village of Mamaroneck pays an annual license fee to ASCAP. ASCAP is Performing Rights Organization (PRO) that licenses public performances of its musical works repertory made by dozens of different types of businesses including radio stations, television stations and networks, concert promoters, restaurants and dance clubs, hotels, retail stores and background music services. While doing research and speaking with my colleagues in other municipalities I have found that our annual ASCAP license does not cover every artist or song. There are two additional Performing rights organizations (SESAC and BMI). SESAC, ASCAP, and BMI are three separate and distinct Performing Rights Organizations. Each organization represents different copyright holders (songwriters, composers, and publishers) and licenses only the copyrighted works of its own respective copyright holders. Licenses with ASCAP and/ or BMI DO NOT grant the Village authorization to use the copyrighted music of SESAC-represented songwriters, composers, or publishers. Since a license with ASCAP and/or BMI does not grant authorization to publicly perform songs in the SESAC repertory, most businesses/municipalities obtain licenses with all three to have proper copyright clearance for virtually all of the copyrighted music in the world.

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- BMI Annual License for population 50,000 or less - \$435.00

Please let me know if you have any questions. Thanks, Jason.



Jason Pinto

Superintendent of Recreation
Village of Mamaroneck Parks & Recreation

Phone: 914-777-7784

Email: jpinto@vomny.org

Stephen E. Johnston Beach Pavilion
Harbor Island Park
Mamaroneck, NY 10543

www.village.mamaroneck.ny.us/parks-recreation

Online Registration: vomrec.recdesk.com



Music License for Local Government Entity

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.

(c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

(a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,

(i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and

(iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2024 AND THEREAFTER

For each calendar year commencing 2025, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U)) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing the first day of (month/year) _____, which shall be considered the effective date of this Agreement and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

This Agreement, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

<u>LEGAL NAME</u>	<u>LICENSED PREMISES</u>							
<small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small> <u>TRADE NAME</u> <small>(Doing business under the name of)</small> <u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u> Legal Structure _____ <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small> State of Incorporation _____ Federal Tax ID No. _____ Partners' Names (If Partnership) 1. _____ 2. _____ 3. _____ <u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u> Local, State, or Federal _____ Municipality Name _____ <small>(City/State)</small>	<small>(Street Address)</small> <small>(City) (State) (Zip)</small> <small>(Phone) (Phone 2)</small> <small>(Contact Name) (Title)</small> <small>(Email Address) (Web Address)</small> <u>MAILING ADDRESS</u> <small>(If different from Licensed Premises)</small> <small>(Street Address)</small> <small>(City) (State) (Zip)</small> <small>(Contact Name) (Title)</small> <small>(Contact Phone) (Contact Phone 2)</small> <small>(Email Address – if different from above)</small>							
<u>TO BE COMPLETED BY LICENSEE</u> By signing this Agreement, you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. Signature _____ Print Name / Title _____ Signatory Email Address _____ <small>(If different from above)</small>	<u>FOR ADMINISTRATIVE USE ONLY</u> <u>TO BE COMPLETED BY BMI</u> BROADCAST MUSIC INC. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">FOR BMI USE ONLY</td> <td style="width: 33%; text-align: center;">LGE1</td> <td style="width: 33%; text-align: center;">LI-2023/DEC</td> </tr> <tr> <td colspan="3" style="height: 40px; vertical-align: bottom; text-align: center;">Customer Number</td> </tr> </table>		FOR BMI USE ONLY	LGE1	LI-2023/DEC	Customer Number		
FOR BMI USE ONLY	LGE1	LI-2023/DEC						
Customer Number								
Please Sign & Return this <u>Entire</u> License Agreement & Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at www.bmi.com/licensing								

RESOLUTION RE:

**AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT WITH BMI TO
PUBLICLY PERFORM RENDITIONS OF MUSICAL COMPOSITIONS**

WHEREAS, the Village of Mamaroneck holds many events through the year at which copyrighted music is played and/or performed; and

WHEREAS, BMI is one of the several organizations that represent copyright holders and in order to continue to allow for the use of copyrighted music at local government events, it is necessary to execute a license agreement; and

WHEREAS, BMI proffered such a license agreement, with license fees based on the size of the municipal population, which in the case of the Village of Village of Mamaroneck equals \$435 for calendar year 2024, and

WHEREAS, the annual fee of \$435 is consistent with the annual fee that the Village pays to the American Society of Composers & Producers (ASCAP) of \$434 per year, one of the other groups representing copyright holders; and

WHEREAS, the proposed BMI agreement is offered to local governments for the use of BMI copyrighted music at government sponsored events is in the best interest of the Village.

NOW, THEREFORE BE IT RESOLVED, that the Village Manager is authorized to execute a license agreement between the Village of Mamaroneck and BMI in substantially the form attached hereto, for public performances involving live entertainment or mechanical music in its program.

Village of Mamaroneck, NY

Item Title: License Agreement with SESAC, LLC to Play/Perform Copyrighted Music at Village Events

Item Summary: License Agreement with SESAC, LLC to Play/Perform Copyrighted Music at Village Events

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
01. SUP of Rec Email	4/2/2024	Cover Memo
02.SESAC License Agreement	4/2/2024	Cover Memo
03. SESAC, LLC reso	4/2/2024	Cover Memo

Daniel Sarnoff

From: Jason Pinto
Sent: Tuesday, April 2, 2024 10:24 AM
To: Daniel Sarnoff; Mary E. Desmond; Charles Strome
Subject: FW: Additional Music Licensing - SESAC and BMI
Attachments: SESAC Music License_Municipalities, v1.pdf; BMI Music License Government Entity.pdf

Good Afternoon, Dan/Mary,

The Village of Mamaroneck pays an annual license fee to ASCAP. ASCAP is Performing Rights Organization (PRO) that licenses public performances of its musical works repertory made by dozens of different types of businesses including radio stations, television stations and networks, concert promoters, restaurants and dance clubs, hotels, retail stores and background music services. While doing research and speaking with my colleagues in other municipalities I have found that our annual ASCAP license does not cover every artist or song. There are two additional Performing rights organizations (SESAC and BMI). SESAC, ASCAP, and BMI are three separate and distinct Performing Rights Organizations. Each organization represents different copyright holders (songwriters, composers, and publishers) and licenses only the copyrighted works of its own respective copyright holders. Licenses with ASCAP and/ or BMI DO NOT grant the Village authorization to use the copyrighted music of SESAC-represented songwriters, composers, or publishers. Since a license with ASCAP and/or BMI does not grant authorization to publicly perform songs in the SESAC repertory, most businesses/municipalities obtain licenses with all three to have proper copyright clearance for virtually all of the copyrighted music in the world.

I think it is prudent for the Village to have the most comprehensive copyright clearance as possible. We have reached out to SESAC and BMI and they have provided us with their standard municipality/government entity license agreements (attached). Please review and sign these contracts if you find them acceptable. Fee structure and cost of each annual license is below.

- SESAC Annual License for population 25,000 or less - \$581.00
- BMI Annual License for population 50,000 or less - \$435.00

Please let me know if you have any questions. Thanks, Jason.



Jason Pinto

Superintendent of Recreation
Village of Mamaroneck Parks & Recreation

Phone: 914-777-7784

Email: jpinto@vomny.org

Stephen E. Johnston Beach Pavilion
Harbor Island Park
Mamaroneck, NY 10543

www.village.mamaroneck.ny.us/parks-recreation

Online Registration: vomrec.recdesk.com

From: Jason Pinto
Sent: Wednesday, March 20, 2024 12:52 PM

To: Daniel Sarnoff <dsarnoff@vomny.org>; Mary E. Desmond <MDesmond@Abramslaw.com>
Cc: Courtney Wong <cwong@vomny.org>; Charles Vigliotti <cvigliotti@vomny.org>; Pamela Depiro <pdepiro@vomny.org>
Subject: Additional Music Licensing - SESAC and BMI

Good Afternoon, Dan/Mary,

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Please let me know if you have any questions. Thanks, Jason.



Jason Pinto

Superintendent of Recreation
Village of Mamaroneck Parks & Recreation

Phone: 914-777-7784

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Online Registration: vomrec.recdesk.com

SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the “Agreement”), is made in New York by and between SESAC LLC (“SESAC”), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			(“LICENSEE”)
(Municipality Name)			
Billing Information			
(Street Address)	(City)	(State)	(Zip)
(Telephone #)	(Fax #)	(Email)	

Those locations within the municipality for which the above supplied information applies (the “Municipality”) which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE’s sole control; and other locations within the Municipality while events under LICENSEE’s sole control are occurring at such locations, are referred to herein as the “Premises.”

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of 1, 20 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.
- H. The rights granted pursuant to Paragraph 1 exclude the right to publicly perform the Compositions during political campaign events and/or events organized by political organizations.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule “A” to the SESAC Music Performance License for Municipalities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

2024 Fee Schedule

<u>“Population”</u>	<u>License Fee for calendar year 2024</u>
25,000 or less	\$ 581
25,001 - 50,000	\$ 1,159
50,001 - 100,000	\$ 1,888
100,001 - 150,000	\$ 2,749
150,001 - 250,000	\$ 3,761
250,001 - 500,000	\$ 4,916
500,001 And over	\$6,222 + \$581 for each additional 100,000 population

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule “B” (each, a “License Fee Report”), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the Municipality as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the Municipality as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. DEFINITIONS.

“Population” means the total population of the municipality as of the most recent United States Census.

5. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

**Schedule “B” to the SESAC Music Performance License for Municipalities
License Fee Report Form**

A.	Municipality Name	
B.	Municipality Population	
C.	Information Applicable as of	

GENERAL DISCLOSURE STATEMENT

This is notice that, in compliance with state music licensing statutes, SESAC LLC ("SESAC") is required to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay license fees to SESAC.

- (1) The performing rights license agreement you have been offered by SESAC contains a schedule of the rates and terms of license fees under the contract, and upon your request amounts and terms of any discounts offered to proprietors of comparable businesses in your area. Be advised that the rates and terms of SESAC's performance rights license are contained within the body of the license and the fee schedule attached thereto and made a part thereof.
- (2) SESAC has a toll-free telephone number 800-826-9996, from which you may obtain answers to inquiries concerning SESAC's repertory.
- (3) You may obtain, upon written request, and at your sole expense, the most current available list of SESAC affiliated writers and publishers and/or those copyrighted musical works in SESAC's repertory.
 - a. SESAC's repertory and list of affiliates may also be accessed and/or downloaded free of charge at www.sesac.com.
 - b. SESAC's electronic address is customerservice@sesac.com. Any request for the most current list of SESAC's repertory or affiliates should be addressed to SESAC LLC, 35 Music Square East, Nashville, TN 37203; Attention: Licensing Department. If you request a printed copy, you will be charged the actual cost of the copy which will be communicated to you in advance.
- (4) SESAC complies with all federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of license fees and the circumstances under which licenses for rights for public performances are offered to any proprietor.
- (5) This is notice that you are entitled to the information as provided herein, and that failure of SESAC to provide this information is unlawful and you may be entitled to bring an action against SESAC or assert a counterclaim in an action brought by SESAC.

STATE SPECIFIC DISCLOSURES

- (1) **Alaska** (AS § 45.45.500): The most current list of SESAC's affiliates and the works in SESAC's repertory is additionally available through the Cabaret Hotel and Restaurant Retail Association.
- (2) **Arkansas** (Ark. Code § 4-76-103): See General Disclosure Statement.
- (3) **California** (CA Bus. & Prof. Code § 21750): See General Disclosure Statement.
- (4) **Colorado** (C.R.S. § 6-13-102 et seq):
 - a. SESAC shall publish and file with the secretary of state its form contracts and a schedule of fees it charges a proprietor to license music for public performance. A link to the schedule shall be filed with the secretary of state, who publishes the link.
 - b. Upon request from the secretary of state, SESAC shall provide information concerning a proprietor's rights and duties for public performances. The secretary of state must post the information on the secretary's website.
 - c. SESAC shall publish a catalog of musical works the society licenses. A link to the catalog shall be filed with the secretary of state, who publishes the link.
 - d. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (5) **Florida** (FL Stat. § 501.93):
 - a. A copy of each form of contract or agreement offered by SESAC to a proprietor in this state shall be made available upon request of any proprietor.
 - b. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (6) **Idaho** (ID Code § 48-1303): See General Disclosure Statement.
- (7) **Illinois** (815 ILCS 637/10): See General Disclosure Statement.
- (8) **Indiana** (IC 32-37-3): See General Disclosure Statement.
- (9) **Iowa** (IA Code § 549.3): See General Disclosure Statement.

- (10) **Kansas** (KS Stat. § 57-222): See General Disclosure Statement.
- (11) **Maryland** (MD Comm. L. Code § 11-1402): See General Disclosure Statement.
- (12) **Michigan** (MI Comp. L. § 445.2104):
- Upon request, a schedule of the rates and terms of license fees under contracts offered to proprietors of comparable businesses in Michigan within the past 12 months can be made available.
 - There are exemptions that may exclude you from liability under the copyright laws. The United States Copyright Act is set forth at 17 U.S.C. §§ 101 et. seq. Exemptions under that Act are set forth at 17 U.S.C. §§105 - 110. Please contact your attorney for advice as to the applicability of any exemptions to your premises.
- (13) **Minnesota** (MN Stat. § 325E.51): See General Disclosure Statement.
- (14) **Missouri** (MO Rev. Stat. § 436.155): SESAC shall file a printed listing of works licensed by SESAC with the attorney general, and provide or make available, upon request, a listing on suitable electronic media to bona fide trade associations representing groups of proprietors. A list shall be provided to the proprietor by electronic or other means, solely at the proprietor's expense.
- (15) **Nebraska** (NB Rev. Stat. § 59-1403.02(1)(b)): An electronic copy of each form of contract or agreement offered by SESAC to any proprietor in this state shall be made available upon request of any proprietor.
- (16) **New Jersey** (NJ Rev. Stat. § 56:3A-3):
- SESAC shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which SESAC collects license fees on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State.
 - Upon request, any person may view the list in electronic form through the Office of the Secretary of State.
- (17) **New York** (NY Arts & Cult. Aff. L. § 31.04): See General Disclosure Statement.
- (18) **North Dakota** (ND Cent. Code § 47-21.2-02): See General Disclosure Statement.
- (19) **Oklahoma** (15 OK Stat. § 15-790): SESAC shall give annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to a schedule or the rates and terms of license fees under the contract.
- (20) **Oregon** (OR Rev. Stat. § 647.700): See General Disclosure Statement.
- (21) **Texas** (TX OCC § 2102.0003): See General Disclosure Statement.
- (22) **Utah** (UT Code § 13-10a-4): See General Disclosure Statement.
- (23) **Virginia** (VA Code § 59.1-461): SESAC shall file with the State Corporation Commission a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (24) **Washington** (WA Rev. Code § 19.370.070): See General Disclosure Statement.
- (25) **West Virginia** (WV Code § 47-2A-3): SESAC shall, at least annually, provide notice of the license fee rate and the means of its computation to proprietor. The notice shall be satisfied if the copyright owner or SESAC publishes the required information in a Class II-0 legal advertisement in a qualified newspaper published in this state with a bona fide circulation of forty thousand or more, or if the copyright owner or SESAC files copies of its license agreements containing the information required under subsection (a) of this section with the secretary of state's office.
- (26) **Wisconsin** (WI Stat. § 100.206):
- Upon written request, and at your sole expense, SESAC shall make the most current list of affiliates and repertory filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection available.
 - SESAC shall file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC shall make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (27) **Wyoming** (WY Stat. § 40-13-302): See General Disclosure Statement.

RESOLUTION RE:

AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT WITH SESAC, LLC TO PUBLICLY PERFORM RENDITIONS OF MUSICAL COMPOSITIONS

WHEREAS, the Village of Mamaroneck holds many events through the year at which copyrighted music is played and/or performed; and

WHEREAS, SESAC, LLC is one of the several organizations that represent copyright holders and in order to continue to allow for the use of copyrighted music at local government events, it is necessary to execute a license agreement; and

WHEREAS, SESAC, LLC proffered such a license agreement, with license fees based on the size of the municipal population, which in the case of the Village of Mamaroneck equals \$581 for calendar year 2024, and

WHEREAS, the annual fee of \$581 is consistent with the annual fee that the Village pays to the American Society of Composers & Producers (ASCAP) of \$434 per year, one of the other groups representing copyright holders; and

WHEREAS, the proposed SESAC, LLC agreement is offered to local governments for the use of SESAC, LLC copyrighted music at government sponsored events is in the best interest of the Village.

NOW, THEREFORE BE IT RESOLVED, that the Village Manager is authorized to execute a license agreement between the Village of Mamaroneck and SESAC, LLC in substantially the form attached hereto, for public performances involving live entertainment or mechanical music in its program.