

AGENDA
REGULAR COUNCIL MEETING
CITY OF GENEVA, NEW YORK

July 5, 2023

****TEMPORARY LOCATION CHANGE****
Cornell AgriTech Campus, Jordan Hall
630 W. North Street
Geneva, NY 14456

COUNCIL MEETING STARTS AT 7:00PM

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- I. CALL TO ORDER – Mayor, Steve Valentino
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PRESENTATION – Health Insurance by Greater Tompkins Municipal Health Insurance Consortium (GTMHIC)
- V. DRI UPDATE
- VI. FOUNDRY UPDATE
- VII. CONSIDERATION OF MEETING MINUTES
This portion of the meeting is dedicated to correction of meeting minutes for the following Council session:
A. June 7, 2023 (Regular Council Meeting) {Page 3}
- VIII. PUBLIC COMMENT
This portion of the meeting is dedicated to receiving comments on any topics. The standard time limit for public comment is three (3) minutes.
- IX. CITY MANAGER REPORT – *This portion of the meeting is dedicated to presentation of a report by the City Comptroller on non-action matters that have not been addressed elsewhere on the agenda.*

X. UNFINISHED BUSINESS

This portion of the meeting is dedicated to consideration of matters that have been previously considered by City Council. These include:

- A. Second Reading of an Ordinance Amending the City Code to Add Chapter 225 Entitled "Licensing of Mobile Food Establishments and Pushcarts" - Presented by City Manager Hendrix #6-2023 {Page22}

XI. NEW BUSINESS

This portion of the meeting is dedicated to consideration of matters that have not been previously considered by City Council. These include:

- A. Resolution Scheduling a Public Hearing for a Local Law to Reduce the Planning Board Membership - Presented by the City Manager #20-2023 {Page 36}
- B. Resolution Establishing a Public Hearing for the Renewal of the Cable Franchise Agreement between Spectrum Northeast LLC and the City of Geneva – Presented by the City Manager #21-2023 {Page 39}
- C. First Reading of an Ordinance Amending Chapter 256 Entitled "Peddling and Soliciting" – Presented by City Clerk Guinan #7-2023 {Page 55}
- D. Resolution Censuring Geneva City Councilor, William Pealer – Presented by Clr. Camera #22-2023 {Page 57}
- E. Board/Commission Appointments

XII. MAYOR AND COUNCIL REPORTS

This portion of the meeting is dedicated to presentation of reports by the Mayor and City Councilors on non-action matters that have not been addressed elsewhere on the agenda

XIII. PUBLIC COMMENT

This portion of the meeting is dedicated to receiving comments on any topics. The standard time limit for public comment is three (3) minutes.

XIV. ADJOURNMENT

THE GENEVA CITY COUNCIL

JOURNAL OF PROCEEDINGS

REGULAR COUNCIL MEETING

June 7, 2023 – 7:00 PM

Public Safety Building
255 Exchange Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

1. ROLL CALL

Present: Clr. Regan, Clr. Camera, Clr. Salamendra (left at 9:50pm), Clr. Burrall, Clr. Pealer,
Clr. Noone, Clr. Brimm, and Clr. Gaglianese

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Noone; seconded by Clr. Gaglianese

**MOVED THAT council move to executive session at 6:01pm to discuss collective
negotiations pursuant to Article Fourteen of the Civil Service Law**

MOTION CARRIED

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Noone

MOVED THAT council exit executive session at 6:48pm

MOTION CARRIED

3. PROCLAMATIONS

- Pride Month
- Frank Quartaro, 50 Years of Service

4. RECOGNITION OF VINCENT SCALISE

Mayor Valentino said In November 1964, Vincent Scalise was appointed by council to fill a vacancy as a ward councilor, and remained on council until the end of 1967. He was then elected Councilor-at-Large for the term from January 1968 – December 1971. He was on council from November 1964 thru 1971 and will be missed.

5. SUPERVISOR UPDATE

Supervisor Kennedy announced that the interim housing study is out and the Board of Supervisors will continue to review. He said there is a Steering Committee comprised of the Commissioner of Social Services, Director of Planning, County Administrator, and Assistant County Administrator to discuss the housing study who will meet next week, and he will keep council apprised of their discussions. He said he wanted to recognize Tom McClure who was recognized by the county Office for the Aging. He said the Board of Supervisors has been wrestling with an emergency declaration that was tabled last week and has gone back to committees for final resolution to decide if they would like to request the Governor give advance notice or the City of New York requesting counties to take care of asylum seekers in New York. He added that 40 counties have declared a state of emergency and some of the supervisors are questioning whether we actually have an emergency.

6. FOUNDRY UPDATE

Remedial Design

- Remedial design plans will be issued in early June for four properties located along the south side of Tillman Street and four properties located along the east side of Geneva Street south of Tillman Street. Meetings were held with the respective property owners to review the plans.
- Remedial design plans continue to progress for 10 remaining properties that are located south of St. Peter's Church between Genesee and Geneva Streets. Meetings will be held with the respective property owners in late June with issuance of remedial designs to follow.

Remedial Construction

- Restoration is substantially complete in the block of six properties located along the west side of Genesee Street just south of Lewis Street. Remaining items are anticipated to be completed in June and July.
- Excavation was completed in the block of nine properties located along the south side of Lewis Street, east side of Geneva Street, and north of Tillman Street. Restoration will be substantially completed by mid-summer.
- Restoration activities have resumed in Genesee Park, including masonry activities and landscaping. The project mason is replacing concrete features that were removed by the project, and the City DPW is coordinating with the mason for the installation of new concrete features. New trees have been planted, with additional new trees to be planted in June.
- Remediation of all other remaining residential properties, including those between Genesee and Geneva streets south of St. Peter's church and those east of Geneva St. and south of Tillman Street, is expected to be performed with owner concurrence during summer and fall 2023. Remediation of the State Street staging area, located on the parcel just east of the railroad, is anticipated to be completed in early 2024. Demobilization from the additional project staging area on Lehigh Street will also be completed in 2024.

7. CONSIDERATION OF MEETING MINUTES

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Brimm

MOVED THAT the minutes of the May 3rd Council Meeting be approved

ROLL CALL VOTE: Aye – Clr. Camera, Clr. Regan, Clr. Pealer, Clr. Burrall, Clr. Brimm,

Mayor Valentino, Clr. Gaglianese and Clr. Noone

Abstain – Clr. Salamendra

MOTION CARRIED

8. PUBLIC COMMENT

Catherine Price, Executive Director of the Geneva BID told council that the BID loves food trucks but wants council to vote against them in our downtown seven days a week as they will hurt our businesses. She noted that they do not support the DRI which is supposed to bring people to the downtown to shop and eat. She said council needs to help protect the businesses. She said that the BID recently held a food truck rodeo to show council that it is possible to have special events without allowing the food trucks seven days a week. She said council should leave the organization of these events to the event coordinator. She provided council with information on the 36 businesses offering food in downtown. She said we want to pull the 45,000 tourists who go to the Welcome Center into the downtown to shop, we want to support the brick-and-mortar businesses paying taxes in our city, and make sure we are allowing them to thrive not just survive.

Henry Farro, Co-Founder of Food Justice said he was here to thank the people who have helped him over the past 5 years at the GEDC building noting that they just renewed their lease. He said a prayer and told everyone that Food Justice began in the parking lot at the Mount Olive Missionary Baptist Church. He worked with city staff and members of our city to build partnerships with local farmers. He said that his organization has twenty-seven different locations and reaches out as far as Williamson, and none of what they have accomplished would be possible without the Lord's hand upon Food Justice and the committed hearts of their volunteers.

Penny Hankins said that she is a lesbian and proud member of the LGBTQ+ community, and she is not happy about a councilor's tweets from January 21st using the phrase "Love is Love" in a negative way with regard to an alleged LGBTQ+ pedophile ring. She said what "Love is Love" means has a lot to do with equality or that our love means the same as heterosexual love and should be respected as such. She said she does not know the outcome of the pornography matter, but if they did what the charge says they did, she hopes they suffer the consequences. She said she believes this councilor was saying that the LGBTQ+ community is immoral or sexually depraved. She said she takes issue with this councilor's position, noting that a line was crossed. She said these comments did harm to our residents, and she called for council to censure the ward 2 councilor.

Abbey Hellauer Geiger said that she is speaking out for all of her friends and every child in Geneva noting that she is a queer person, and up until recently, she felt comfortable in Geneva as businesses seemed to support her way of life. She added that councilors are supposed to support all residents equally. She said that the recent rhetoric on twitter from a member of council is unacceptable, and she feels he is not fit to represent members of the LGBTQ+ community. She said that words have meaning and bring about change noting that words on the internet are there forever.

H May said she is a homeowner in ward 2 and feels she is not represented. She is here to call on council to censure the ward 2 councilor for his hateful comments. She said council needs to stand up against this type of behavior, and a proclamation is no substitute for meaningful actions. She said that council has remained silent after his harmful comments were brought to their attention, and she feels this councilor is making members of the LGBTQ+ community scapegoats for actions that are caused by those with political power. She suggested council read the book "Before We Were Trans" by Kit Heyman that celebrates trans survival, joy and power. She said it makes her sad that adults choose to think of trans individuals as corrupt and councilors who will not let themselves experience the liberation and joy that comes from breaking free from what limits all of us to not enjoy life on our own terms. She said there are 556 antitrans and anti-queer bills being proposed and eighty have passed. She said that antitrans rhetoric tries to scare people back into the closet, and rhetoric that goes unchecked lays groundwork like laws in other states to eradicate queer folk from public life. She said that council must act now to censure this councilor and get to work building a Geneva where the LGBTQ+ community can thrive. She said they demand collective liberation, not proclamation.

Emanuel Martinez said that he is a resident of ward 2 and used to work for Google. He said he has been mindful to the voids that people are being sucked into around misinformation and hate speech. They cause conspiracy theories and rabbit holes. He said he tries to shield his children from what they see online, but council members making disgusting comments disturbed him to his core. He said that the councilor's comments put lives in danger. He let council know that trans people are murdered at an alarming rate, and these comments help to further the agenda of extremists. He said he taught his children that pride is about being comfortable in your own skin and to live authentically. He said that people need to be willing to learn as this council is not acting in the best interest of our city. He urged council to reconsider this person's place on council as they are not acting in the best interest of the community.

Melina Ivanchikova said that she and her wife are raising two sons here in Geneva and are grateful for those who have made them feel welcome since 2012. She said that she believes through dialogue, we can build a strong community. She said she feels called upon to speak out against bigotry whenever she can. She believes the councilor's tweets were misinformation, and she does not want her children to come into contact with people who think like this. She said she has to teach her children how to discern truth from lies. She said that when the LGBTQ+ community is attacked in any way, they will stand together because "Love is Love" is not a sick code. She said that this community has a right to live and

improve their lives. She ended by saying that “Love is Love” means equal rights for all each and every day.

Dylan Ivanchikova-Crouse said that he is a senior at Geneva High School and his family was affected by the recent misinformation of a councilor on the internet. He said that a person in a position of consequence has fallen into an old trick that gay people are pedophiles. He said that he is afraid of a future, that is not in this town yet, where gay people are seen as criminals and are silenced.

Maggie Werner said that she is a city resident, tax payer, and homeowner who is a member of the LGBTQ+ community here to respond to the misleading and inflammatory tweet by a city councilor that misuses the phrase “Love is Love.” She said the LGBTQ+ community uses it to humanize themselves in the face of violence. She said this councilor twisted the words and endangered the lives of Genevans. She said the comments stoke fears that have no basis, noting that this councilor needs to do his research because government should protect all of its citizens. She said that freedom of speech allows us to speak out against misguided and misinformed information with the Supreme Court agreeing that a government board can censure its members without going against their first amendment rights.

Erin Scherer said that she resided in ward 3 and is heterosexual here to speak about the twitter comments made by a councilor with a background in communications. She noted that this councilor lived in the New York City area, and she would expect him to take a more humane view. She encouraged council to look up a documentary from 1967 called “The Homosexuals” which can be found on YouTube. She said in the documentary, only a handful of gay people identify themselves by their actual names. She said it paints the queer world as a scary place and not one she wants to return to. She said once you watch it you will understand why the LGBTQ+ community spends a month celebrating their existence. She said that the person she has become is because of the LGBTQ+ community.

Emily White said that she is the LGBTQ+ Program Coordinator at Family Counseling Service of the Finger Lakes. She said their program’s vision is to provide a safe place for individuals and their families regardless of sexual orientation, gender identity, and expression. She said it warms her heart to see so many people coming out to support the LGBTQ+ community. She said it is crucial to challenge stereotypes that harm our community. Grooming children is a misconception, and being transgender does not make someone more likely to harm children. She said people should be judged as individuals based on their actions because these comments will lead to harm to the LGBTQ+ community. She said that trans people deserve to be treated with respect and dignity, and we do not get to turn our backs on the people in our community who need our support the most.

Ky Kawolics said that she supervises the LGBTQ+ program at Family Counseling Services of the Finger Lakes, and has also been a therapist there for about four years. She said that members of the trans community disproportionately struggle with mental health challenges such as depression and suicidality. She wanted to provide some context for why and how that occurs. She said that some of her clients have experienced confusion and self-doubt, but as they learn what it means to be transgender, they experience a sense of relief and community belonging. Self-esteem of young people suffers the most when they hear

they are different. She said the more they learn, they see that they are not alone, and the counselors at Family Counseling of the Finger Lakes are proud to support the LGBTQ+ community, and they ask that council will also.

Eli O'Connor said she works with the LGBTQ+ program at Family Counseling of the Finger Lakes, and said that they serve people from Albany to Buffalo. She said they also extend services to family members, and offer education in the community including places like this. She said she has experienced moments that make her proud of what she does. She said that affirming moments are essential to her client's lives and give her purpose. She said she wants members of this community to not have to hide who they are. She said that we need people to be educated and there need to be allies to stand with the LGBTQ+ community rather than against.

Tristan Clinger said that councilors are in a position of power that can be used to help, but can also be used to hurt. He said that one of the councilors has been contributing to the statistics and fueling the hate. He is 16 years old, an artist, a photographer, he has two dogs and two cats, he loves school, and he is transgender. He said he should be worried about final exams and out with his friends, but instead he is terrified for himself, his family, and his friends with over 400 bills being debated in the US that will affect his rights. He said his right to exist should not be up for debate. He said he is done being impartial because everyone may know someone tomorrow who is part of this marginalized group, and if you don't speak up today for their rights, there may not be a tomorrow.

Barney Goldstein said that he resides in ward 2 and he feels the recent posts reveal that this councilor has jumped on the national homophobic/transphobic train by vilifying the LGBTQ+ community noting that the councilor back peddled when he was confronted about it in the media. He said there has been a staggering escalation in violence perpetrated against LGBTQ+ members noting that 47% of transgender people are sexually assaulted at some point in their lives, and nearly four times as likely to be victims of violent crime. He said a record number of bills have been introduced in state legislation this year and more than 75 anti LGBTQ have been signed into law in various states. He said the Human Rights Campaign has declared a national state of emergency for the LGBTQ+ residents and travelers. He said the fuel for much of this violence has been demonizing rhetoric by extremist influencers and conservative elected officials. He questioned why this councilor, who is so concerned with the safety of children, is not concerned by the nearly 80% of heterosexual men who assault minors or the history of priests and nuns sexually abusing minors. He said that we all share this councilors concern for the safety of children. He said he is a gay man who was never groomed by anyone, and had no legal protection growing up. He said that until recently he felt safe and welcome in this city. He said he feels council's inaction undermines Geneva's progress in recognizing and accepting the LGBTQ+ community. He said he thinks this councilor should resign or he will do his best to ensure his defeat in November. In the meantime, at the very least, this councilor should be censured by council.

9. CITY COMPTROLLER REPORT

Comptroller Newcomb gave a report from the City Manager:

Thank you for the understanding of council and our City of Geneva team as I am unable to attend this evening due to a family obligation. A special thank you to all the staff that are present, in my absence, to assist in guiding council as the elected body makes their legislative decisions this evening. Congratulations and appreciation to Frank Quataro for serving the City of Geneva for the past for 50 years. That is an incredible achievement and we are all fortunate to have benefited from Frank's service.

The City Manager officially reappointed James "Jimmer" McCormack to the Geneva Housing Authority for a five-year term. Mr. McCormack was appointed by the CM last year to complete the term left vacant by the departure of Dom Vedora.

We have still not received the results from the Police Chief exam. Once the exams are received interviews can be set and we can begin the process of reviewing candidates for the Chief.

The City Clerk interviews will be held in the coming weeks. This is a council appointment.

The Director of Planning and Economic Development interviews were held late last month. The City Manager will be making an appointment in the near future. There were many qualified candidates for this position, making this decision a difficult one.

Our Zoning Work Session will be at 5:30 on June 13 and the short-term rental draft legislation will be on the agenda for the July 5th council meeting.

Comptroller Newcomb said in reviewing the 2022 financial information, the City has anticipated overall budget savings from 2022 operations. In the general fund, an increase in sales tax resulted in additional revenue, however additional unanticipated expenses and increase in cost of material and supplies resulted in over budget expenses in some areas. As a result, the general fund is projected to have a \$1.3M budget surplus. The water and sewer funds generally operated at budget within both funds realizing small budget surpluses with a \$572,000 anticipated surplus in water and an anticipated \$130,000 surplus in sewer. The majority of savings were a combination of vacancy savings and delayed maintenance due to supply chain issues.

10. **TABLED SECOND READING OF AN ORDINANCE AMENDING THE CITY CODE TO ADD CHAPTER 225 ENTITLED "LICENSING OF MOBILE FOOD ESTABLISHMENTS AND PUSHCARTS"**

Mayor Valentino presented the following ordinance for second reading:

Be it ordained by the City Council of the City of Geneva, NY that a new Chapter 225 entitled "Licensing of Mobile Food Establishments and Pushcarts" be added to the City of Geneva Municipal Code as follows:

Chapter 225

Article I

Mobile Food Service Establishments and Pushcarts

§ 225-1. Definitions

As used in this article, and the State Sanitary Code, Environmental Health Regulations subpart 14-4, the following terms shall have the meanings indicated unless the context clearly indicates that a different meaning is intended:

MOBILE FOOD SERVICE ESTABLISHMENTS - a motorized or self-propelled, self-contained food service operation, located in a vehicle, pushcart or a movable stand, self- or otherwise propelled, used to store, prepare, display or serve food intended for individual portion service.

MOBILE FOOD TRUCK – a motorized vehicle registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

FOOD TRAILER - a vehicle towed by another vehicle, registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

PUSH CART- a cart or barrow, manually propelled, used to vend food intended for individual portion service.

COMMISSARY – an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place. It is also the place which is used as the base of operations for one or more mobile food service establishments or pushcarts, where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

DESIGNATED LOCATIONS – mobile food service establishment vendors who obtain a license per this section of the code will be assigned a location at the lakefront, on city property where their mobile food truck, food trailer or push cart may be parked during their license period when they are in operation.

VENDOR- An individual, firm, estate, partnership, company, corporation, trustee, association, or any public or private entity operating a mobile food service establishment.

§ 225- 2. General Provisions

A. No mobile food service establishment or push cart shall operate within the public rights-of-way within the city without first having obtained from the City Clerk a valid Mobile Food Service Establishment License as prescribed in this article.

B. Mobile food trucks shall not be greater than 35 feet in length and shall be registered as a motor vehicle or trailer and able to be operated on the public streets of New York State.

- C. Each mobile food service establishment must at all times carry on the vehicle a fire extinguisher and a measuring device with a measuring capacity of no less than 500 ft as a condition of its licensure. The failure of any mobile food service establishment to carry such fire extinguisher and a measuring device or abide by the proximity distance restrictions included in this article shall constitute a violation of this article.
- D. All mobile food service establishments must abide by all parking and vehicle and traffic laws, ordinances, rules and regulations at all times, including but not limited to any durational requirements in force and effect at that time and location.
- E. No mobile food service establishment shall operate within 100 feet of the closest point of any restaurant or sidewalk café seating area approved by the Department of Public Works.
- F. No mobile food service establishment shall operate within 500 feet of the boundary of any festival or special event that is permitted or sponsored by the city, except when the vendor has obtained a permit to so operate from the City of Geneva Events Coordinator.
- G. No mobile food truck, food trailer or push cart shall operate in a location that has the effect of obstructing access to or egress from any structure or the free flow of vehicular and pedestrian traffic.
- H. All food trucks and food trailers must be equipped with trash receptacles of a sufficient capacity that shall be changed as necessary to prevent overflow or the creation of litter or debris.
- I. Vendors are responsible for cleaning up any fluid, such as grease, gas, oil, etc., which leaks from their trucks, trailers or pushcarts.
- J. No vendor shall cry out or make loud noises for the purpose of selling any food or merchandise.
- K. No vendor shall make, continue, cause, or permit to be made or continued, any excessive noise. It shall be prima facie evidence of a violation of this section if noise emanating from any source, including, but not limited to, regular operation of the mobile food establishment or generator, is audible at a distance of 50 feet from the designated operating space from which it emanates during hours of operation.
- L. No vendor shall chain or otherwise attach any signs, goods, merchandise, chairs, stools or food cart or other equipment used in vending to any tree, hydrant, sign or post, light pole, telephone pole or other street appurtenance unless otherwise noted in this article.
- M. No vendor shall dispose of any litter or trash generated from the vending operation in public trash receptacles. Vendors shall store such litter or trash during the day in a trash receptacle firmly attached to the vending unit and carry the same with them at the end of the day. Vendors shall also be responsible for keeping the immediate area of their food truck, trailer or push cart free and clear of any litter, trash or spillage from the unit.
- N. No vendor shall conduct any vending activities in violation of any rule or regulation promulgated by the Chief of Police, the Development Services Manager or by the local Health Department with respect to vending of food or food products. See § 225- 7 regarding revocation of license.
- O. Mobile food trucks, trailers, pushcarts, tables, chairs and trash containers cannot be left overnight nor left unattended and are the responsibility of the owner, and the City of Geneva cannot be held liable for damage or stolen property.
- P. Designated areas at the lakefront will be chosen along with the designated space in that area to be occupied by each mobile food establishment or pushcart during the hours of operation.
- Q. The City of Geneva reserves the right to relocate mobile food establishments based on city need with 30 days notice.

§ 225- 3. License Required for Designated Locations on City Property

- A. Any person desiring to operate a food truck, food trailer or push cart in one of five locations on city property shall make written application for such license to the City Clerk. The application for such license shall be on forms provided by the City Clerk, and shall include the following:
1. Name and address of each applicant and each corporate officer of the food truck, food trailer or push cart vending corporation, or owner of an unincorporated business.
 2. Address of the commissary used in the supply and preparation of food for this food truck, food trailer or push cart.
 3. A valid copy of all necessary licenses, permits or certificates required by the New York State Department of Health, and vendors must comply with all laws, rules and regulations of said department, including, but not limited to the State Sanitary Code, Environmental Health Regulations subpart 14-4.
 4. A valid New York State Department of Motor Vehicles registration, vehicle insurance and valid driver's licenses of all vehicle operators.
 5. A copy of a valid certificate of authority issued by the New York State Department of Taxation and Finance empowering the vendor to collect both the New York State sales tax and compensating use taxes.
 6. A background check provided by the police department where the applicant resides. A license application may be denied by the Chief of Police if the background check demonstrates that the applicant has been convicted of criminal offenses that have a direct relationship to the license or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Any decision to deny an application for this reason shall be made in compliance with Article 23-A of the Correction Law after considering the factors set forth in that law.
 7. Within 10 days of the issuance of a license, the vendor will make an appointment with the Geneva Fire Chief's Office for an inspection of the mobile food truck, food trailer or push cart to determine that the vehicle meets applicable New York State Fire Codes and rules and regulations required by the Fire Chief. The Fire Chief is hereby authorized to promulgate such additional rules and regulations as may be necessary to assure the fire safety of vending units.

§ 225- 4. Insurance

Before any license authorized herein shall be issued, the applicant shall file with the city proof of insurance, issued by an insurance company licensed to do business in the State of New York and approved by the City Attorney as to form, which insurance must be kept continuously in force during the term of the license. At the time of application, applicants shall provide proof of insurance that extends for the entire license period. The insurance shall not be less than \$1,000,000 comprehensive/general liability insurance. Such insurance shall not expire, nor be canceled, altered or amended except on 10 days written notice to the City Clerk served personally or by certified mail. Municipal operations, employees and property shall not be excluded from coverage. The insurance must list the City of Geneva an additional insured party.

§ 225- 5. Form and Condition of License

Every food truck, food trailer or push cart vending license shall contain the following conditions:

- A. Each license shall be valid from April 1st thru October 31st of the issue year. In the event of unseasonable temperatures, vendors may request an extension of the license period during the remaining five months of the year. License fees shall not be prorated and no refunds given for any reason.

- B. The license shall not be transferable.
- C. The license is valid for one food truck, food trailer or push cart only.
- D. There shall be issued to each vendor a license to be permanently and prominently affixed in the vehicle.

§ 225- 6. Fees

- A. All vendors shall pay an annual fee as agreed upon by the Geneva City Council during the budget process.
- B. Replacement licenses shall cost \$10 for each replacement license requested.

§ 225- 7. Revocation of License

- A. The City of Geneva shall have the power to suspend or revoke a license granted or renewed pursuant to this Code for a violation by the vendor licensee, his or her agents or employees of any law, ordinance, rule or regulation of the State of New York or the City of Geneva relating to the conduct of the business or trade for which the license or permit was issued, for fraud or deceit in such business or trade or for making a material misrepresentation on a license application. The City of Geneva shall also have power to revoke summarily the license or permit of any person who pleads guilty to or is convicted of violating the laws of the State of New York or ordinances of the City of Geneva relating to the business or trade in which the licensee is engaged.
- B. The City of Geneva shall revoke a license in the event that the bond or insurance policy filed at the time of application is canceled or has expired and the holder of the license or permit has failed to file a new bond or policy within 10 days after cancellation or expiration. No part of any license or permit fee shall be refunded in the event that said license is revoked or suspended for cause.
- C. Failure to comply with the terms of a permit as issued by the City Clerk or with this chapter shall result in the denial of future applications for a Mobile Food Establishment License for one year.

§ 225- 8. Penalties for offenses

Violation of any provision in the code shall be punished by a fine of \$1,000. Each day any such violation shall continue shall constitute a separate violation.

§ 225- 9. Severability

If any provision of this chapter is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and continue in full force and effect.

This ordinance shall take effect immediately and in accordance with law.

Mayor Valentino said per council's amendment last month, staff found locations at the lakefront as potential options that are not in close proximity to current food and beverage spaces. Staff added no overnight parking, addressed noise concerns, penalties for offenses, etc. We have staff here tonight to

discuss the limit of available locations at the lakefront and the potential addition of Bicentennial Park options.

ACTION TAKEN by Clr. Noone; seconded by Clr. Regan
MOVED THAT this ordinance be approved for second reading

ACTION TAKEN by Clr. Camera; seconded by Clr. Salamendra
MOVED THAT the ordinance be TABLED for council to think about it more
ROLL CALL VOTE: Aye – Clr. Camera, Clr. Regan, Clr. Burrall, Clr. Salamendra and Clr. Brimm
Nay - Mayor Valentino, Clr. Gaglianese, Clr. Pealer, and Clr. Noone
MOTION CARRIED

11. RESOLUTION SUPPORTING 2023 URBAN AND COMMUNITY FORESTRY TREE INVENTORY APPLICATION

City Clerk Guinan presented the following resolution:

WHEREAS, the City of Geneva is applying to the New York State Department of Environmental Conservation (DEC) for a reimbursement project grant under the Urban and Community Forestry (UCF) Program to create an inventory of the trees located on municipal parkland, streetsides, and cemeteries; and

WHEREAS, the City's last Tree Inventory is eight years old and needs to be updated to match the changing conditions; and

WHEREAS, the City's 2016 Comprehensive Plan specifically states that the "visually beautiful and ecologically sustainable environment should be celebrated and protected within the city and surrounding area," and

WHEREAS, completing an updated Tree Inventory will allow the City to obtain a more accurate picture of the City's natural assets and better ascertain how to preserve them; and

NOW, THEREFORE, be it resolved that the Council of the City of Geneva hereby does approve and endorse this application for a Tree Inventory grant under the Urban and Community Forestry Program, authorizes the Director of Public Works to proceed with any of the logistics that are needed for this grant submission, and will administer the grant in accordance with all applicable rules and regulations established by the DEC.

City Clerk Guinan told council completing an updated Tree Inventory will allow the city to obtain a more accurate picture of the City's natural assets and better ascertain how to preserve them. Since we have not

done one in 8 years, the Director of Public Works is looking to apply to the DEC for a reimbursement project grant under the Urban Forestry Program that will allow us to perform an updated inventory. The city would be reimbursed up to the grant amount which we are currently eligible for up to \$75,000. We will wait until we receive the grant before we agree to a proposal.

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Regan

MOVED THAT this resolution be approved

**ROLL CALL VOTE: Aye – Mayor Valentino, Clr. Gaglianese, Clr. Camera, Clr. Regan,
Clr. Burrall, Clr. Salamendra, Clr. Noone and Clr. Brimm**

Absent - Clr. Pealer

MOTION CARRIED

12. BOARD/COMMISSION APPOINTMENTS

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Camera

**MOVED THAT this Josh Miller and Kyle Ackart be appointed to the Geneva Local
Development Corporation**

**ROLL CALL VOTE: Aye – Mayor Valentino, Clr. Gaglianese, Clr. Camera, Clr. Regan,
Clr. Burrall, Clr. Salamendra, Clr. Noone and Clr. Brimm**

Absent - Clr. Pealer

MOTION CARRIED

Clr. Salamendra said that Josh Miller does not live in the City of Geneva and he should not be appointed to the Local Development Board.

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Brimm

**MOVED THAT Geoffrey Geiger, Tanya Higgins, and Amaris Elliott Engle be appointed to
the Police Budget Advisory Board and Jeremy Busch be appointed as an alternate**

MOTION CARRIED UNANIMOUSLY

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Pealer

MOVED THAT Kevin Reed be appointed to the Planning Board

**ROLL CALL VOTE: Aye – Clr. Camera, Clr. Regan, Clr. Pealer, Clr. Burrall, Clr. Noone,
Mayor Valentino, and Clr. Gaglianese**

Nay – Clr. Salamendra

Absent – Clr. Brimm

MOTION CARRIED

13. PUBLIC COMMENT

James McCorkle said that he is a resident of ward 1, for the first time in 40 years the Human Rights Campaign issued an emergency declaration in response to hundreds of anti LGBTQ and antitrans bills being introduced into state legislatures across the US. He said these bills sanction hate from pure ignorance. He said this city council is not immune to this as three years ago one councilor was censured for saying he would shoot people expressing the need for police reform, or the time one councilor was the victim of femicide, and recently two members of the Police Budget Review Boards' US Constitution rights were violated. He said that trans folks are not pedophiles and should not be purged. He asked council to not be deluded. He said that council should have the ward 2 councilor resign, and if not, he feels councilors support hate speech and violence.

Cynthia Williams said that words and actions matter. Words that threaten or discriminate against others pose real danger to people. She does not agree that trans people are an abomination, and these are terrifying words of a bigot or transphobe or white supremacist who has shown by his words and actions that he values and supports only "our" people, and she is not one of those people.

James Orioli said he is here to talk about the city's internet. He said he owns Community Broadband right here in Geneva, and he said there is an issue that he wants to bring to Council's attention, which is that the lakefront trail does not have internet access. He told everyone that a statistic that many people may not know is that 89% of schoolchildren who do work outside are more effective in school than those who do not. He proposed a meeting with council to discuss what his company can offer to Geneva. He said they are currently doing this in the City of Syracuse, and they would like to advance the City of Geneva.

Hannah Dickinson said the tweets being discussed tonight are bigoted on their face, but said we should discuss the tweets that show their homophobia in a more insidious way. When a councilor says that gender affirming care is a Marxist plot, he is red-baiting. When a mayor says that a lesbian leader of the LGBTQ movement is blindly aligned with a socialist city councilor, that is red-baiting. She said their rhetoric goes back to the late 1940's when thousands of gay employees were forced to resign or fired from the federal workforce because of their sexuality. She said back then, just like today, the bigots got it wrong. She said every day, gay, lesbian and trans individuals continue to lead movements for their own liberation. She said that socialists, like her, will always have their backs. She said there is no Marxist plot, queer people are not puppets, they are standing up for their right to live in a safe and supportive community free of bigoted rhetoric from the very people who are supposed to represent them. She said she hopes tomorrow that the newspaper and all of council tells the truth. Tonight, people who are not activists came out with a lot of support to demand more of their government.

Janette Gayle said she is a heterosexual woman here in full support of her LGBTQ+ friends, and she believes in equity as all of us are human and due respect. She said she is reading for Liza Flum who could not be here tonight. The councilor from Ward 2 is an educator, and I am an educator, too. We have that much in common. But our profession might be the only thing that the councilor and I have in common,

because, unlike him, I believe in the dignity and humanity of all the students in my classroom. As an out queer educator in college classrooms, I know I am there to create a space of safety, respect, and support for all my students, in particular the most marginalized ones. I know that, in the classroom, I have extraordinary power to shape the values and behavior of a community in which I am a leader, and I know that I need to use that power to support queer students, trans students, first generation students, students of color, and anyone else who may feel marginalized in the university classroom, on campus, or in our community. I am appalled that I, as someone who is not a public servant, have more awareness of the power I wield and the responsibilities it gives me than the councilor from Ward 2, who is not just an educator but also a public official. If he has significant power and responsibility in the classroom, how much more does he have as a council member and city employee? I understand that students and other staff at FLCC have concerns about this councilor's ability to fairly conduct his classroom. If they have those concerns, shouldn't we as Genevans have similar, even more urgent concerns about the ways he fails to represent and protect the most vulnerable people in our community? If he isn't fit to teach, how can we have any confidence that he is fit for his leadership role? The city council must protect all Genevans by instituting a nondiscrimination policy that codifies the ways this councilor's words and actions are unacceptable.

A member of the audience read a statement from Sara Wagner and said she is a resident of ward 3, and was shocked to read the recent tweets by a council member. As a queer person, she found Geneva to be warm and welcoming, where her family can be safe and valued. The ward 2 councilors remarks are offensive, dehumanizing and dangerous as they are at odds with the value of the average Genevans. She said she hopes council can take a strong stance supporting all Genevans. She said this is especially necessary for queer and transgender children and teens who are especially vulnerable when taking public disparagement from authority figures to heart. She said that our children are weighted down enough without being slandered by the adults who lead their communities.

Alexander Long said he is a resident of ward 1 and feels safe here, but the recent online conduct of a city councilor has thrown this into question for him. He referred to the councilor's reference to the phrase "Love is Love" being a secret gay code for sexual deviancy, saying that was a direct attack on the entire LGBTQ community. He said that these false statements cherry pick a boogeyman's story portraying LGBTQ people as dangerous. He said he works in an educational facility and would lay down his life for any one of those children in that school district. He said he is many things, but he is not a deviant or an abuser. He said he is a devout Jew and sexual assault survivor at the hands of a heterosexual woman. He said he loves Geneva, but does not love the phrase "Love is Love" being misused by bigots.

Mario Torres said that he has messages for both sides. He is a parent and he appreciates the expression of frustration here tonight, but he wonders what the execution point is after the message. He said there

are a lot of failed messages that have been said in the past for different movements, and we haven't seen any execution on them since. He said we all see each other out shopping, and we need to extend a hand to get each other to come together at events to see both sides. He said that as a parent, he has taken a step back and listened instead of talking. He said that council should listen twice and speak once while being involved in the community and should extend a hand because hate is a very powerful word. He said on the food truck matter, he is in the mentorship with FLX Vegan to establish a brand and get a local vendor out here. He suggested allowing the food truck events to happen at different parks across the city during the month. He noted that being on the lakefront or driving around the city is not advertising to a food truck person. He said he is willing to be involved in the planning. He even suggested a coop with a community kitchen to help grow businesses and make them a part of the city.

Mia Coles said that she is a Geneva resident and mobile food vendor, and there is a misconception that food vendors would come from outside of Geneva. She said that it is her hope to own a restaurant in Geneva as she was fortunate to enter a mentorship program. She said that she feels allowing mobile food vendors can increase tourism, foot traffic and spending in our city. She said she offers a vegan menu that is not common in our area. She said that her money stays local, and she offers a needed convenience. She would like to build and grow her business alongside other businesses where she lives.

Alla Ivanchicova read a letter from Rev. Emily Keegan saying that she is connected to this community and loves this city. She was devastated to hear a councilor's recent comments and learning how little some councilors know about the people they represent. She said she cannot speak to the experience of trans people, but she is for all being humble and grateful. She said it is a question of morality, and she wants to teach people about the life changing word of God. She said she is interested in encouraging a change of heart regardless of what people believe as she feels good leaders are teachable and kind and have maturity to know what to put on social media.

Rafael Diaz-Diaz said that he is called names in the street and words hurt. He said he works for his church and teaches kids about respect and they love him. He said people love the food he makes, and he would like council to allow food trucks in the city.

Jess Farrell said I'd like to speak to you tonight about being an ally to the LGBTQ+ community. Being an ally is not a performance. It is not enough to sit at a candidates forum and rattle off empty assurances about how much you value our city's diversity or list off how many of your friends or family members identify as LGBTQ, and how wonderful you think they are. Being an ally is not a performance. It's not enough to get up here once a year at the start of June and read a boilerplate proclamation that is full of hollow platitudes. And it's especially not enough to violate the spirit of that proclamation only moments later by making changes to the posted agenda and rules you established to make it more difficult for members of the LGBTQ+ community and their real allies to speak. Being an ally is about standing up, speaking out, and fighting back when you encounter things like homophobic bigotry or transphobic attacks—in short, when you encounter things like the public Tweets made by the Ward 2 city councilor. And that is why I am so disappointed by what I have seen from this council recently. Finger Lakes

Justice Partnership, despite feeling attacked and unsafe, summoned the strength and the courage to send you a most generous and compassionate letter where they explained to you what the problem is, why it is a problem, and made specific requests for how you could take steps to make things right. They invited you, and I quote, “to participate in a small-group conversation between you and members of Geneva’s LGBTQ+ community” and they offered to provide you with “sensitivity training.” And this is the part that I really don’t understand. When a community that is known to be frequently marginalized and targeted and attacked and harassed approached you and requested a conversation and some of your time to be educated, you couldn’t be bothered. Even if you didn’t understand what their concerns were—perhaps especially if you didn’t understand—you owed these constituents a meeting. Now this is particularly interesting if we tie it all back to what we heard when the candidates were asked about their support for LGBTQ+ people at the forum two nights ago. All of the candidates said pretty much the same thing, but I’ll give you one specific example. The current Democratic councilor at-large said, and I quote because I wrote it down as he said it: “We must be open to hard conversations. Above all, we need to seek education and training.” Well, isn’t that surprising. Because you were offered a hard conversation, you were offered education and training, and you didn’t even have the decency to respond—let alone go and participate in good faith. So where does this leave us. This leaves us, the people of Geneva, tired of empty campaign promises, tired of words with no action behind them, and tired of lies and liars. If you want to call yourselves allies of the LGBTQ+ community, then we expect you to act like it. We will be here to hold you accountable for what you say.

Scott Bowes said he is on the Geneva Forward Group and is running for the ward 6 council position because he is tired of hateful behavior and childishness and hatefulness when people speak out. He said that Desmond TuTu said “to remain neutral in situations of injustice is to be complicit in that injustice.” He said that something has to be done with the injustice of one of our councilors who has been helping to promote anti LGBTQ+ groups online and around the country. He said when he looks at the thriving LGBTQ+ groups in Geneva, he is angered by this councilor speaking out against the rights of this group. He said that some of the current council members are remaining quiet about the recent posts of this councilor. He said that this councilor’s behavior does not represent our community as the LGBTQ+ community is in the thousands. He said that if councilors are silent and do not speak against this councilor’s words and actions, then he feels they are complacent with him.

14. MAYOR AND COUNCIL REPORTS

Clr. Noone said that there is still being work done on a dedication to rename the ball field at McDonough Park after former Clr. John Salone.

Clr. Burrall thanked everyone who spoke tonight saying he was completely moved. He said he wanted to give a hats off to Family Counseling of the Finger Lakes for their tremendous work. He said it was a joy to hear so many of his friends speak tonight. He said that the next blood drives will be June 9th at Jordan Hall from 9-2, June 19th at the Hall Fire Department from 1-6, June 22nd at the VFW in Waterloo from 1-6 and at the Clifton Springs Fire Department from 12-6, June 27th at the Belhurst from 1-7, June 30th at

Geneva General Hospital from 10-3, July 1st at the Hydrant Hose Fire Department from 10-3, and July 3rd at Sampson State Park from 9-2. He said he participated in Cruisin Night with a new format of holding a two-day event three weeks earlier than normal. He said that the Garlic Fest will be August 5 and 6. The Linden Street Wine Series is in its second year with the first event having taken place on June 3rd. He said the next events will be July 1st, July 29th, August 26th, and September 23rd. It has wine tasting and vendors and is to promote businesses, live music and food trucks. He said that he has \$175 from fire wood sales to donate to the tree planting program and the nursery on Doran Ave.

Clr. Pealer said that the Recreation Board met and they recommend pop-up kickball games in the parks this summer. The seniors gold program has 97 seniors involved. This past weekend there was a pop-up frisbee clinic with 25 people in attendance.

Clr. Regan added her thanks to everyone who spoke tonight saying that it means a lot to hear their voices, and she wished there were more forums for this type of dialogue to happen. She said she attended Cruisin Night and enjoyed the meal from the vegan food truck. She said the Green Committee's native plant sale was a success, and there is another in the works for September. Mission Zero at the Recreation Center was a success. She said she knows people are concerned about the weed situation saying that there are a lot of things being offered to the city in terms of consulting on this. She said she has been working with FLCC trying to get an internship or two to work on this issue.

Clr. Camera thanked everyone for coming saying that he has learned something from these meetings when members of the LGBTQ+ community speak. He said that his idea of love is self-sacrificing, kindness, caring for another person, to such an extent that you care about the existence of your partner's life more than your own, and you would do anything for them. He said he is a love is love person all day long, and he would pick an LGBTQ+ community to live in if he had the choice because they say people are people who have the right to express ourselves in non-harmful ways. He said we need to educate and reeducate over and over because lies are not the basis to start a conversation. He said he is going to write a resolution for censure next month. He said he had a statement from Shauna O'Toole who spoke at last month's meeting. She said people know her from the grocery store and some know her as being an activist, public speaker, author, and 51,782 people voted for her during the 2020 election. She is an officer in the Air Force auxiliary. She is a wife, lesbian, trans gender female, and mother. She said we are your neighbors, siblings, employers, employees, doctors, attorneys and farmers. She said we sit with you at the ballgame and church. She said we are who we are and we know this at an early stage. She said no one grooms them, no one recruits them, and all they want to do is live their lives. She said this year alone, republicans have introduced over 450 pieces of legislation to take away our rights. She is afraid to travel to certain states for fear of her life. She said that lawmakers say they are doing this to protect children, but she says that is a lie and feels it is about removing the trans people from society. She said that residents need to vote in candidates that are pro American, pro Humanity, and pro Equality. Clr. Camera said that he has been working for the past 6 months on the Finger Lakes Railroad move, and he was told today that contracts have been signed and a consultant is onboard with meetings starting next week to look at moving the railroad.

Clr. Salamendra said she regrets that council couldn't get to city business with the mayor adjusting the agenda to limit speech of residents. She said to answer the question asked by a speaker tonight; we adjust our priorities, what can we do that's not meaningless lip service in the form of a pride proclamation. We need safe housing, food justice, police accountability, access to medical care and mental health care, access to the internet, and recognition of all kinds of families. She said these are things that this council can do. She thanked everyone who came out to speak tonight. She said that Penny Hankins does not blindly follow her, but its Penny Hankins and the queer community that inspires her and taught her how to fight back for herself and others.

Clr. Brimm thanked everyone for coming out to speak tonight.

Clr. Gaglianese thanked everyone for coming out tonight. He thanked Don Wheeler for his hard work on the Memorial Day Parade. He said he is sick and tired of certain councilors sitting here without accomplishing anything. He said that we go to forums and hear things that we know can't happen and aren't true, yet some councilors still pledge to make them happen.

Mayor Valentino also complimented the Memorial Day Parade organizers, including Don Wheeler and his wife. He complimented the American Legion Post 396 for being a big part of it. He thanked all of the councilors who could make it. He thanked all who came to the meeting tonight saying he thinks the challenge for us as a society is to reduce or eliminate the division. He said when we talk about love and respect, it all comes from looking in the mirror and at your neighbors and trying to apply that same thought process because it is not easy on a daily basis. He said it helps to look at ourselves and ask what we can do to better ourselves.

15. ADJOURNMENT

ACTION TAKEN by Clr. Gaglianese; seconded by Clr. Camera
MOVED THAT the meeting be adjourned at 9:52pm
MOTION CARRIED UNANIMOUSLY (8-1absent)

Lori Guinan

City Clerk



Geneva City Council Agenda Item Briefing

To: Geneva City Council

From: Lori Guinan, City Clerk

Meeting Date: July 5, 2023

Item Title: Second Reading of an Ordinance Amending the City Code to Add Chapter 225 Entitled "Licensing of Mobile Food Establishments and Pushcarts."

Action Required:

If approved by council this will add a new chapter to the city code for mobile food establishments and pushcarts, which includes food trucks and trailers.

Background:

Input from Council and community members have been incorporated into the ordinance. Staff from the working group that provided the research and honed this ordinance will be onsite to further discuss the following updates which occurred from the first reading:

- Limit of available locations to the lakefront only (west of 5 & 20) with potential addition of Centennial Park options. These options were developed to ensure that the trucks are not located in close proximity to current food and beverage spaces, are not in an event space, are not damaging the lawn, and are easily accessible for all. The locations will be further detailed by staff members in attendance at the meeting.
- Noise issues are addressed within the ordinance.
- The update includes wording that vehicles cannot be left overnight or unattended.
- Penalties for offenses has been added to the ordinance.

Office of the City Clerk

Lori Guinan

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456

(315) 789-2603 - FAX (315) 789-0604 - lguinan@geneva.ny.us - www.cityofgeneva.ny.com

- The addition of the language regarding the failure to comply with the requirements; vendors that fail to comply cannot be considered for an application in the following year.
- Added General Provision (Q): The City of Geneva reserves the right to relocate mobile food establishments based on city need with 30 days' notice.
- Language will be added to the applications for preference for WMBE vendors and City owned food establishments.

Previously, at the direction of Council, City staff researched other municipalities from throughout the Finger Lakes area to bring together an ordinance that is comparable to those municipalities. Staff took into consideration established businesses in the downtown and tried to place these mobile establishments in places that were not in direct competition with current businesses.

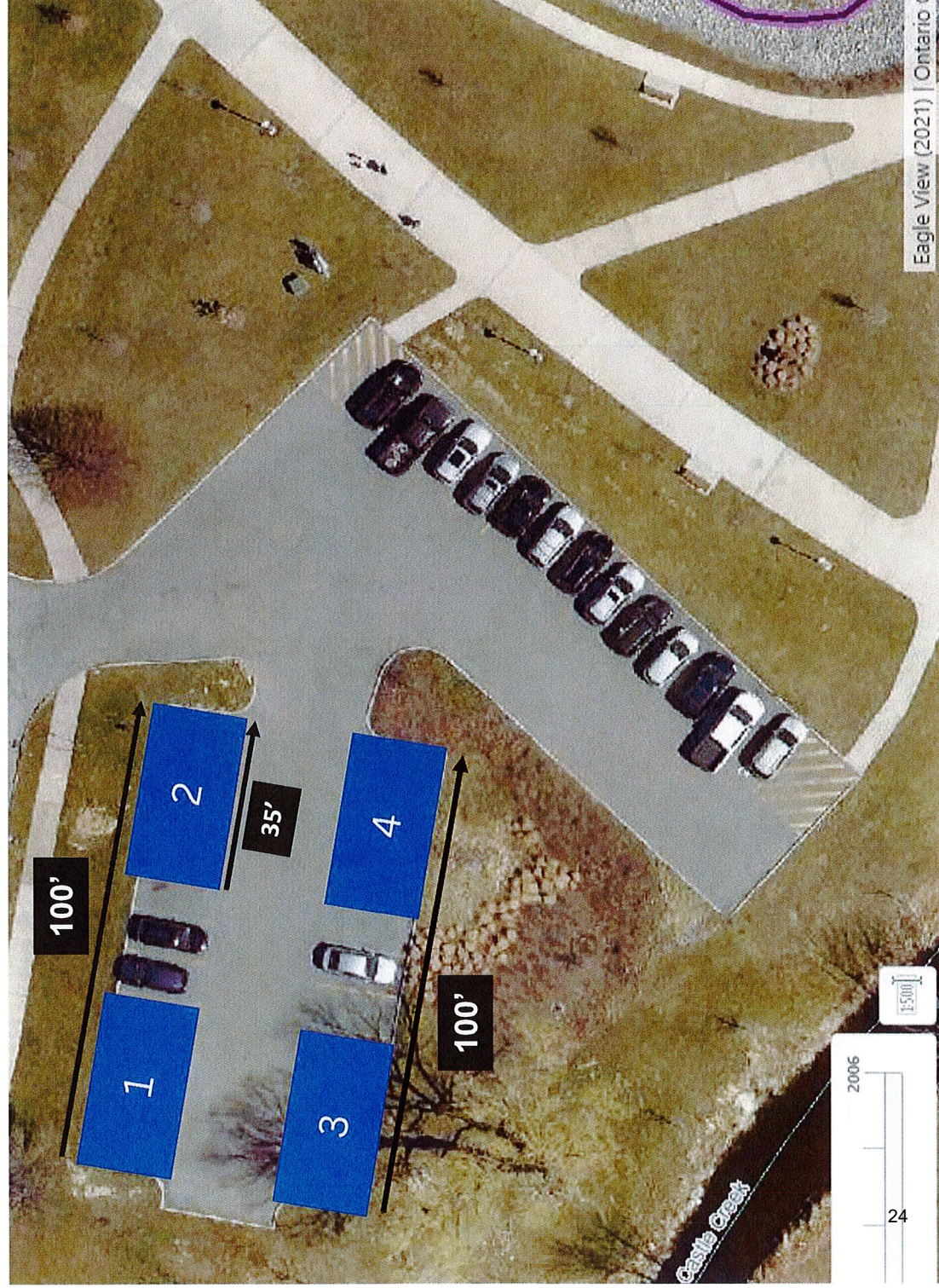
The initial ordinance contained the following items, which are still intact:

- A license fee of \$750, which council will review as part of the annual fee schedule during budget discussions each year.
- Staff will designate the location, with input from council, for the vehicle that the vendor will need to stick to. This will take into consideration pedestrian traffic, trash receptacles and possible table and chair set up.
- A license period from April 1st to October 31st from 11:00am to 7:00pm, seven days a week with the option to sell during the remaining five months if there is unseasonably warm weather.
- Language that ensures vendors will abide by the State Sanitary Code, Environmental Health Regulations subpart 14-4 and will need to schedule an inspection with the Fire Chief's Office within 10 days of issuance of their license.
- An application, where the vendor will need to provide proof of all necessary licenses required by the Department of Health, motor vehicle registrations and driver's licenses, certificate of authority issued by the Department of Taxation and Finance, and proof of insurance.

Financial Impact:

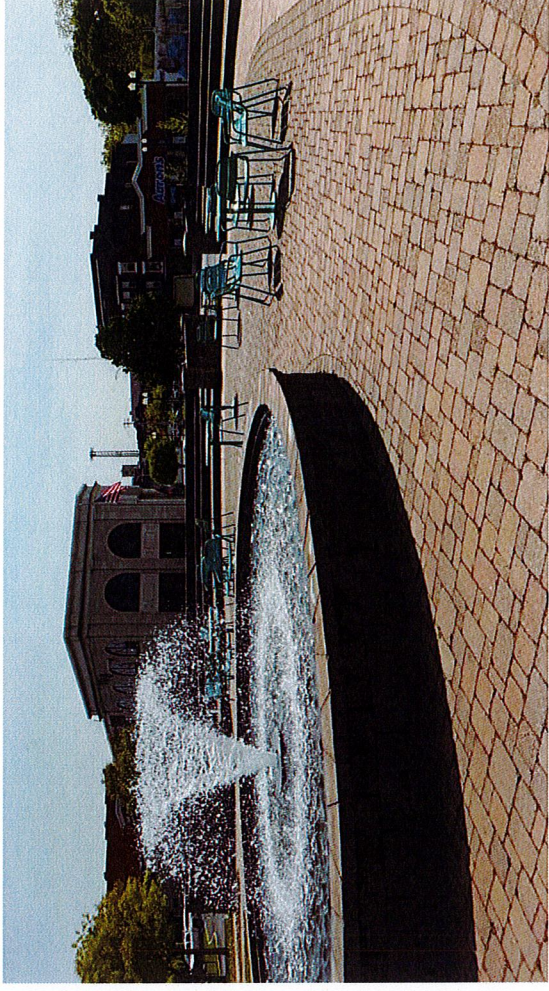
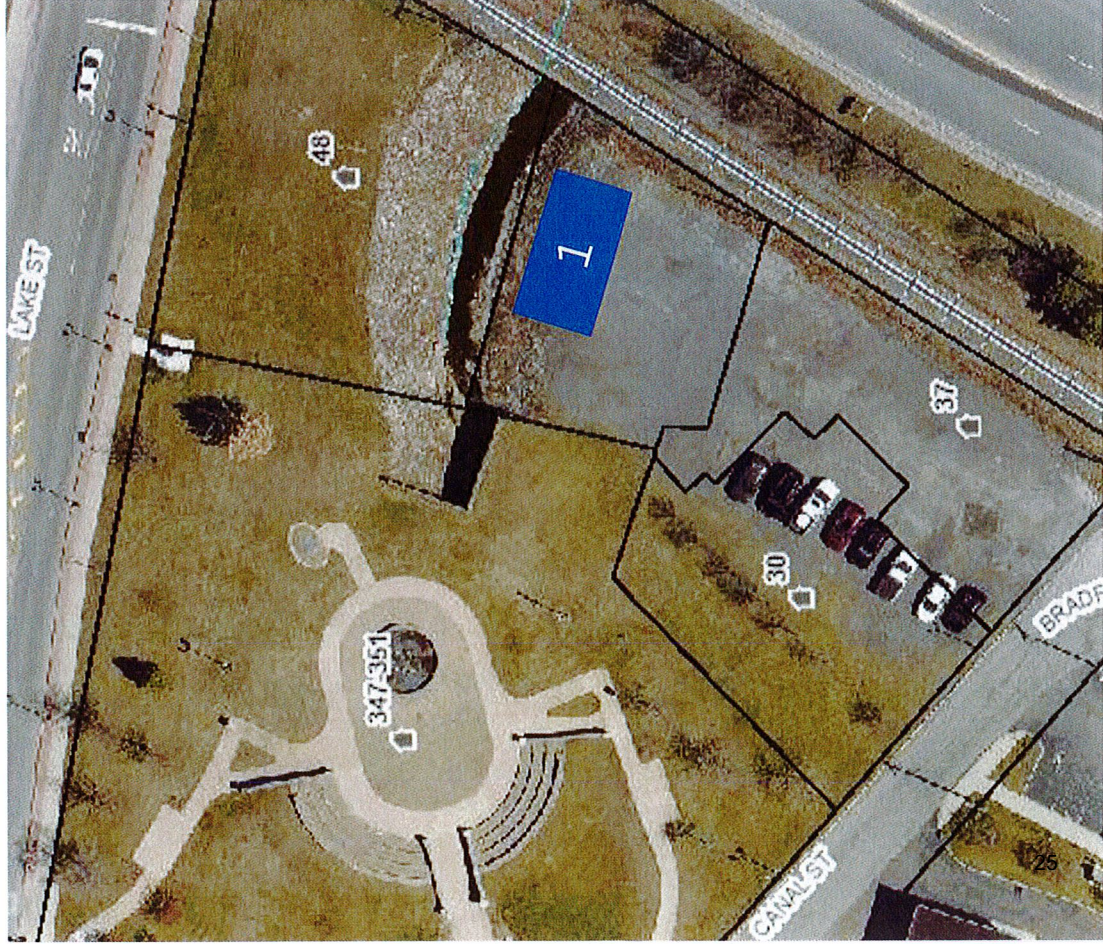
Any revenue generated by licenses sold and potential return of additional sales tax received by the sales from the mobile food will be added to the city budget.

LAKEFRONT OPTION



- Length of parking lot is approximately 100 feet. This space could accommodate up to 4 food trucks.
- This location was chosen because it had good visibility from the main road, provided a designated location for the trucks that did not block pedestrian access with their backs to the road, and did not block roads and sidewalks.
- Additionally, it is far enough away from the FLWC's main seating, the City's Farmers Market and from the event space.

BICENTENNIAL PARK OPTION



ORDINANCE # 6 - 2023

AN ORDINANCE AMENDING THE CITY CODE TO ADD CHAPTER 225 ENTITLED “LICENSING OF MOBILE FOOD ESTABLISHMENTS AND PUSHCARTS”

Be it ordained by the City Council of the City of Geneva, NY that a new Chapter 225 entitled “Licensing of Mobile Food Establishments and Pushcarts” be added to the City of Geneva Municipal Code as follows:

Chapter 225

Article I

Mobile Food Service Establishments and Pushcarts

§ 225-1. Definitions

As used in this article, and the State Sanitary Code, Environmental Health Regulations subpart 14-4, the following terms shall have the meanings indicated unless the context clearly indicates that a different meaning is intended:

MOBILE FOOD SERVICE ESTABLISHMENTS - a motorized or self-propelled, self-contained food service operation, located in a vehicle, pushcart or a movable stand, self- or otherwise propelled, used to store, prepare, display or serve food intended for individual portion service.

MOBILE FOOD TRUCK – a motorized vehicle registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

FOOD TRAILER - a vehicle towed by another vehicle, registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

PUSH CART- a cart or barrow, manually propelled, used to vend food intended for individual portion service.

COMMISSARY – an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place. It is also the place which is used as the base of operations for one or more mobile food service establishments or pushcarts, where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

DESIGNATED LOCATIONS – mobile food service establishment vendors who obtain a license per this section of the code will be assigned a location at the lakefront, on city property where their mobile food truck, food trailer or push cart may be parked during their license period when they are in operation.

VENDOR- An individual, firm, estate, partnership, company, corporation, trustee, association, or any public or private entity operating a mobile food service establishment.

§ 225- 2. General Provisions

- A. No mobile food service establishment or push cart shall operate within the public rights-of-way within the city without first having obtained from the City Clerk a valid Mobile Food Service Establishment License as prescribed in this article.
- B. Mobile food trucks shall not be greater than 35 feet in length and shall be registered as a motor vehicle or trailer and able to be operated on the public streets of New York State.
- C. Each mobile food service establishment must at all times carry on the vehicle a fire extinguisher and a measuring device with a measuring capacity of no less than 500 ft as a condition of its licensure. The failure of any mobile food service establishment to carry such fire extinguisher and a measuring device or abide by the proximity distance restrictions included in this article shall constitute a violation of this article.
- D. All mobile food service establishments must abide by all parking and vehicle and traffic laws, ordinances, rules and regulations at all times, including but not limited to any durational requirements in force and effect at that time and location.
- E. No mobile food service establishment shall operate within 100 feet of the closest point of any restaurant or sidewalk café seating area approved by the Department of Public Works.
- F. No mobile food service establishment shall operate within 500 feet of the boundary of any festival or special event that is permitted or sponsored by the city, except when the vendor has obtained a permit to so operate from the City of Geneva Events Coordinator.
- G. No mobile food truck, food trailer or push cart shall operate in a location that has the effect of obstructing access to or egress from any structure or the free flow of vehicular and pedestrian traffic.
- H. All food trucks and food trailers must be equipped with trash receptacles of a sufficient capacity that shall be changed as necessary to prevent overflow or the creation of litter or debris.
- I. Vendors are responsible for cleaning up any fluid, such as grease, gas, oil, etc., which leaks from their trucks, trailers or pushcarts.
- J. No vendor shall cry out or make loud noises for the purpose of selling any food or merchandise.
- K. No vendor shall make, continue, cause, or permit to be made or continued, any excessive noise. It shall be prima facie evidence of a violation of this section if noise emanating from any source, including, but not limited to, regular operation of the mobile food establishment or generator, is audible at a distance of 50 feet from the designated operating space from which it emanates during hours of operation.
- L. No vendor shall chain or otherwise attach any signs, goods, merchandise, chairs, stools or food cart or other equipment used in vending to any tree, hydrant, sign or post, light pole, telephone pole or other street appurtenance unless otherwise noted in this article.
- M. No vendor shall dispose of any litter or trash generated from the vending operation in public trash receptacles. Vendors shall store such litter or trash during the day in a trash receptacle firmly attached to the vending unit and carry the same with them at the end of the day. Vendors shall also be responsible for keeping the immediate area of their food truck, trailer or push cart free and clear of any litter, trash or spillage from the unit.

- N. No vendor shall conduct any vending activities in violation of any rule or regulation promulgated by the Chief of Police, the Development Services Manager or by the local Health Department with respect to vending of food or food products. See § 225- 7 regarding revocation of license.
- O. Mobile food trucks, trailers, pushcarts, tables, chairs and trash containers cannot be left overnight nor left unattended and are the responsibility of the owner, and the City of Geneva cannot be held liable for damage or stolen property.
- P. Designated areas at the lakefront will be chosen along with the designated space in that area to be occupied by each mobile food establishment or pushcart during the hours of operation.
- Q. The City of Geneva reserves the right to relocate mobile food establishments based on city need with 30 days notice.

§ 225- 3. License Required for Designated Locations on City Property

- A. Any person desiring to operate a food truck, food trailer or push cart in one of five locations on city property shall make written application for such license to the City Clerk. The application for such license shall be on forms provided by the City Clerk, and shall include the following:
 - 1. Name and address of each applicant and each corporate officer of the food truck, food trailer or push cart vending corporation, or owner of an unincorporated business.
 - 2. Address of the commissary used in the supply and preparation of food for this food truck, food trailer or push cart.
 - 3. A valid copy of all necessary licenses, permits or certificates required by the New York State Department of Health, and vendors must comply with all laws, rules and regulations of said department, including, but not limited to the State Sanitary Code, Environmental Health Regulations subpart 14-4.
 - 4. A valid New York State Department of Motor Vehicles registration, vehicle insurance and valid driver's licenses of all vehicle operators.
 - 5. A copy of a valid certificate of authority issued by the New York State Department of Taxation and Finance empowering the vendor to collect both the New York State sales tax and compensating use taxes.
 - 6. A background check provided by the police department where the applicant resides. A license application may be denied by the Chief of Police if the background check demonstrates that the applicant has been convicted of criminal offenses that have a direct relationship to the license or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Any decision to deny an application for this reason shall be made in compliance with Article 23-A of the Correction Law after considering the factors set forth in that law.
 - 7. Within 10 days of the issuance of a license, the vendor will make an appointment with the Geneva Fire Chief's Office for an inspection of the mobile food truck, food trailer or push cart to determine that the vehicle meets applicable New York State Fire Codes and rules and regulations required by the Fire Chief. The Fire Chief is hereby authorized to promulgate such additional rules and regulations as may be necessary to assure the fire safety of vending units.

§ 225- 4. Insurance

Before any license authorized herein shall be issued, the applicant shall file with the city proof of insurance, issued by an insurance company licensed to do business in the State of New York and approved by the City Attorney as to form, which insurance must be kept continuously in force during the term of the license. At the time of application, applicants shall provide proof of insurance that extends for the entire license period. The insurance shall not be less than \$1,000,000 comprehensive/general liability insurance. Such insurance shall not expire, nor be canceled, altered or amended except on 10 days written notice to the City Clerk served personally or by certified mail. Municipal operations, employees and property shall not be excluded from coverage. The insurance must list the City of Geneva an additional insured party.

§ 225- 5. Form and Condition of License

Every food truck, food trailer or push cart vending license shall contain the following conditions:

- A. Each license shall be valid from April 1st thru October 31st of the issue year. In the event of unseasonable temperatures, vendors may request an extension of the license period during the remaining five months of the year. License fees shall not be prorated and no refunds given for any reason.
- B. The license shall not be transferable.
- C. The license is valid for one food truck, food trailer or push cart only.
- D. There shall be issued to each vendor a license to be permanently and prominently affixed in the vehicle.

§ 225- 6. Fees

- A. All vendors shall pay an annual fee as agreed upon by the Geneva City Council during the budget process.
- B. Replacement licenses shall cost \$10 for each replacement license requested.

§ 225- 7. Revocation of License

- A. The City of Geneva shall have the power to suspend or revoke a license granted or renewed pursuant to this Code for a violation by the vendor licensee, his or her agents or employees of any law, ordinance, rule or regulation of the State of New York or the City of Geneva relating to the conduct of the business or trade for which the license or permit was issued, for fraud or deceit in such business or trade or for making a material misrepresentation on a license application. The City of Geneva shall also have power to revoke summarily the license or permit of any person who pleads guilty to or is convicted of violating the laws of the State of

New York or ordinances of the City of Geneva relating to the business or trade in which the licensee is engaged.

- B. The City of Geneva shall revoke a license in the event that the bond or insurance policy filed at the time of application is canceled or has expired and the holder of the license or permit has failed to file a new bond or policy within 10 days after cancellation or expiration. No part of any license or permit fee shall be refunded in the event that said license is revoked or suspended for cause.
- C. Failure to comply with the terms of a permit as issued by the City Clerk or with this chapter shall result in the denial of future applications for a Mobile Food Establishment License for one year.

§ 225- 8. Penalties for offenses

Violation of any provision in the code shall be punished by a fine of \$1,000. Each day any such violation shall continue shall constitute a separate violation.

§ 225- 9. Severability

If any provision of this chapter is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and continue in full force and effect.

This ordinance shall take effect immediately and in accordance with law.

ORDINANCE # 6 - 2023

AN ORDINANCE AMENDING THE CITY CODE TO ADD CHAPTER 225 ENTITLED
"LICENSING OF MOBILE FOOD ESTABLISHMENTS AND PUSHCARTS"

Be it ordained by the City Council of the City of Geneva, NY that a new Chapter 225 entitled "Licensing of Mobile Food Establishments and Pushcarts" be added to the City of Geneva Municipal Code as follows:

Chapter 225

Article I

Mobile Food Service Establishments and Pushcarts

§ 225-1. Definitions

As used in this article, and the State Sanitary Code, Environmental Health Regulations subpart 14-4, the following terms shall have the meanings indicated unless the context clearly indicates that a different meaning is intended:

MOBILE FOOD SERVICE ESTABLISHMENTS - a motorized or self-propelled, self-contained food service operation, located in a vehicle, pushcart or a movable stand, self- or otherwise propelled, used to store, prepare, display or serve food intended for individual portion service.

MOBILE FOOD TRUCK – a motorized vehicle registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

FOOD TRAILER - a vehicle towed by another vehicle, registered and able to be operated on the public streets of New York State, in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for sale or distribution.

PUSH CART- a cart or barrow, manually propelled, used to vend food intended for individual portion service.

COMMISSARY – an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place. It is also the place which is used as the base of operations for one or more mobile food service establishments or pushcarts, where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

DESIGNATED LOCATIONS – mobile food service establishment vendors who obtain a license per this section of the code will be assigned a location **at the lakefront**, on city property where their mobile food truck, food trailer or push cart may be parked during their license period **when they are in operation**. Designated locations include: Exchange Street Parking Lot, Seneca Street Parking Lot, Lakefront (2), and Bicentennial Park with a specific parking space being assigned at the time the license is issued.

Commented [LJG1]: Changing to lakefront only

Commented [LJG2]: Cannot leave parked the entire season

VENDOR- An individual, firm, estate, partnership, company, corporation, trustee, association, or any public or private entity operating a mobile food service establishment.

§ 225- 2. General Provisions

- A. No mobile food service establishment or push cart shall operate within the public rights-of-way within the city without first having obtained from the City Clerk a valid Mobile Food Service Establishment License as prescribed in this article.
- B. Mobile food trucks shall not be greater than 28 feet in length and shall be licensed as a motor vehicle and able to be operated on the public streets of New York State.
- C. Each mobile food service establishment must at all times carry on the vehicle a fire extinguisher and a measuring device with a measuring capacity of no less than 500 ft as a condition of its licensure. The failure of any mobile food service establishment to carry such fire extinguisher and a measuring device or abide by the proximity distance restrictions included in this article shall constitute a violation of this article.
- D. All mobile food service establishments must abide by all parking and vehicle and traffic laws, ordinances, rules and regulations at all times, including but not limited to any durational requirements in force and effect at that time and location.
- E. No mobile food service establishment shall operate within 100 feet of the closest point of any restaurant or sidewalk café seating area approved by the Department of Public Works.
- F. No mobile food service establishment shall operate within 500 feet of the boundary of any festival or special event that is permitted or sponsored by the city, except when the vendor has obtained a permit to so operate from the City of Geneva Events Coordinator.
- G. No mobile food truck, food trailer or push cart shall operate in a location that has the effect of obstructing access to or egress from any structure or the free flow of vehicular and pedestrian traffic.
- H. All food trucks and food trailers must be equipped with trash receptacles of a sufficient capacity that shall be changed as necessary to prevent overflow or the creation of litter or debris.
- I. Vendors are responsible for cleaning up any fluid, such as grease, gas, oil, etc., which leaks from their trucks, trailers or pushcarts.
- J. No vendor shall cry out or make loud noises for the purpose of selling any food or merchandise.
- K. No vendor shall make, continue, cause, or permit to be made or continued, any excessive noise. It shall be prima facie evidence of a violation of this section if noise emanating from any source, including, but not limited to, regular operation of the mobile food establishment or generator, is audible at a distance of 50 feet from the designated operating space from which it emanates during hours of operation.
- L. No vendor shall chain or otherwise attach any signs, goods, merchandise, chairs, stools or food cart or other equipment used in vending to any tree, hydrant, sign or post, light pole, telephone pole or other street appurtenance unless otherwise noted in this article.
- M. No vendor shall dispose of any litter or trash generated from the vending operation in public trash receptacles. Vendors shall store such litter or trash during the day in a trash receptacle firmly attached to the vending unit and carry the same with them at the end of the day.

Commented [LJG3]: Waste reference

Commented [LJG4]: Noise issue

- Vendors shall also be responsible for keeping the immediate area of their food truck, trailer or push cart free and clear of any litter, trash or spillage from the unit.
- N. No vendor shall conduct any vending activities in violation of any rule or regulation promulgated by the Chief of Police, the Development Services Manager or by the local Health Department with respect to vending of food or food products. See § 225- 7 regarding revocation of license.
 - O. Mobile food trucks, trailers, pushcarts, tables, chairs and trash containers cannot be left overnight nor left unattended and are the responsibility of the owner, and the City of Geneva cannot be held liable for damage or stolen property.
 - P. Designated areas at the lakefront will be chosen along with the designated space in that area to be occupied by each mobile food establishment or pushcart during the hours of operation.
 - Q. The City of Geneva reserves the right to relocate mobile food establishments based on city need with 30 days notice.
- Commented [LJG5]: Waste reference
- Commented [LJG6]: Cannot remain parked overnight
- Commented [LJG7]: Remove option to remain parked in the designated spot permanently
- Commented [LJG8]: Added since 1st reading

§ 225- 3. License Required for Designated Locations on City Property

- A. Any person desiring to operate a food truck, food trailer or push cart in one of five locations on city property shall make written application for such license to the City Clerk. The application for such license shall be on forms provided by the City Clerk, and shall include the following:
 1. Name and address of each applicant and each corporate officer of the food truck, food trailer or push cart vending corporation, or owner of an unincorporated business.
 2. Address of the commissary used in the supply and preparation of food for this food truck, food trailer or push cart.
 3. A valid copy of all necessary licenses, permits or certificates required by the New York State Department of Health, and vendors must comply with all laws, rules and regulations of said department, including, but not limited to the State Sanitary Code, Environmental Health Regulations subpart 14-4.
 4. A valid New York State Department of Motor Vehicles registration, vehicle insurance and valid driver's licenses of all vehicle operators.
 5. A copy of a valid certificate of authority issued by the New York State Department of Taxation and Finance empowering the vendor to collect both the New York State sales tax and compensating use taxes.
 6. A background check provided by the police department where the applicant resides. A license application may be denied by the Chief of Police if the background check demonstrates that the applicant has been convicted of criminal offenses that have a direct relationship to the license or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Any decision to deny an application for this reason shall be made in compliance with Article 23-A of the Correction Law after considering the factors set forth in that law.
 7. Within 10 days of the issuance of a license, the vendor will make an appointment with the Geneva Fire Chief's Office for an inspection of the mobile food truck, food trailer or push cart to determine that the vehicle meets applicable New York State Fire Codes and rules

and regulations required by the Fire Chief. The Fire Chief is hereby authorized to promulgate such additional rules and regulations as may be necessary to assure the fire safety of vending units.

§ 225- 4. Insurance

Before any license authorized herein shall be issued, the applicant shall file with the city proof of insurance, issued by an insurance company licensed to do business in the State of New York and approved by the City Attorney as to form, which insurance must be kept continuously in force during the term of the license. At the time of application, applicants shall provide proof of insurance that extends for the entire license period. The insurance shall not be less than \$1,000,000 comprehensive/general liability insurance. Such insurance shall not expire, nor be canceled, altered or amended except on 10 days written notice to the City Clerk served personally or by certified mail. Municipal operations, employees and property shall not be excluded from coverage. The insurance must list the City of Geneva an additional insured party.

§ 225- 5. Form and Condition of License

Every food truck, food trailer or push cart vending license shall contain the following conditions:

- A. Each license shall be valid from April 1st thru October 31st of the issue year. In the event of unseasonable temperatures, vendors may request an extension of the license period during the remaining five months of the year. License fees shall not be prorated and no refunds given for any reason.
- B. The license shall not be transferable.
- C. The license is valid for one food truck, food trailer or push cart only.
- D. There shall be issued to each vendor a license to be permanently and prominently affixed in the vehicle.

§ 225- 6. Fees

- A. All vendors shall pay an annual fee as agreed upon by the Geneva City Council during the budget process.
- B. Replacement licenses shall cost \$10 for each replacement license requested.

§ 225- 7. Revocation of License

- A. The City of Geneva shall have the power to suspend or revoke a license granted or renewed pursuant to this Code for a violation by the vendor licensee, his or her agents or employees of any law, ordinance, rule or regulation of the State of New York or the City of Geneva relating to the conduct of the business or trade for which the license or permit was issued, for fraud or

deceit in such business or trade or for making a material misrepresentation on a license application. The City of Geneva shall also have power to revoke summarily the license or permit of any person who pleads guilty to or is convicted of violating the laws of the State of New York or ordinances of the City of Geneva relating to the business or trade in which the licensee is engaged.

- B. The City of Geneva shall revoke a license in the event that the bond or insurance policy filed at the time of application is canceled or has expired and the holder of the license or permit has failed to file a new bond or policy within 10 days after cancellation or expiration. No part of any license or permit fee shall be refunded in the event that said license is revoked or suspended for cause.
- C. Failure to comply with the terms of a permit as issued by the City Clerk or with this chapter shall result in the denial of future applications for a Mobile Food Establishment License ~~for at least~~ for one year.

Commented [LJG9]: Remove at least to leave one year

§ 225- 8. Penalties for offenses

Violation of any provision in the code shall be punished by a fine of \$1,000. Each day any such violation shall continue shall constitute a separate violation.

Commented [LJG10]: Enforcement added

§ 225- 9. Severability

If any provision of this chapter is declared invalid or unconstitutional for any reason, the remaining provisions shall be severable and continue in full force and effect.

This ordinance shall take effect immediately and in accordance with law.



Geneva City Council Agenda Item Briefing

To: Geneva City Council

From: Amie Hendrix, City Manager

Meeting Date: July 5, 2023

Item Title: Resolution Scheduling a Public Hearing in connection with the Adoption of a Local Law Reducing the Number of Members of the City Planning Board from Nine (9) to Seven (7)

Action Required:

If approved by council will hold a public hearing to review a local law which will reduce the number of planning board members from nine to seven.

Background:

Staff, members from council who are liaisons to the Planning and Zoning Boards, and the City Attorney have reviewed the current operations of the Planning Board. Upon review it was brought to our attention that General City Law Section 27 subdivision 1 states, "The legislative body of each city, except a city having a population of more than one million, is hereby authorized by local law or ordinance to create a planning board consisting of five or seven members." To comply with this law and operate effectively as a board Council is being asked to reduce the number of board members from nine to seven and this public hearing is the first step.

Financial Impact:

None.

LOCAL LAW # 2 - 2023

LOCAL LAW REDUCING THE MEMBERSHIP OF THE CITY PLANNING BOARD FROM 9 MEMBERS TO 7

BE IT ENACTED, by the City Council of the City of Geneva as follows:

Section 13.3 subdivision 1 of the Geneva City Charter, approved by referendum, effective January 1, 1974, as amended thereafter, is hereby further amended to reduce the number of members of the City Planning Board from 9 to 7.

Section I - Purpose

The purpose of this amendment to the City Charter is to facilitate reaching a quorum at meetings of the City Planning Board.

Reducing the number of members of the City Planning Board from 9 to 7 would align the membership of the Board with General City Law Section 27 subdivision 1.

Section II - Membership of the City Planning Board

The first sentence of Section 13.3 subdivision 1 of the Geneva City Charter, shall henceforth read as follows:

The Planning Board shall consist of seven (7) members appointed by the City Council, each for a term of three (3) years.

Section III - Effectuation of Reduction of the membership

Reduction of the membership of the Geneva City Planning shall take effect as directed in General City Law Section 27 subdivision 7, i.e. upon the next two expirations of terms. No incumbent shall be removed from office except upon the expiration of his or her term, except as provided by the City Charter.

Section IV - Effective Date

This local law shall become effective immediately upon adoption by a vote of the City Council

RESOLUTION # 20 - 2023

RESOLUTION SCHEDULING A PUBLIC HEARING IN CONNECTION WITH THE ADOPTION OF A LOCAL LAW REDUCING THE NUMBER OF MEMBERS OF THE CITY PLANNING BOARD FROM NINE (9) TO SEVEN (7).

WHEREAS, Section 13.3 subdivision 1 of the Geneva City Charter, approved by referendum, effective January 1, 1974, as amended thereafter, states that the Geneva City Planning Board shall consist of nine (9) members, and

WHEREAS, reaching a quorum of five (5) members in attendance at meetings of the Geneva City Planning Board has been difficult, and

WHEREAS, General City Law Section 27 subdivision 1, authorizes creation of a City Planning Board consisting of five or seven members.

WHEREAS, reducing the number of members of the Geneva City Planning Board from 9 to 7 would facilitate the operation of the Planning Board and align its membership with General City Law Section 27 subdivision 1.

NOW, THEREFORE BE IT RESOLVED that a public hearing be held on August 2, 2023 at 7:00 p.m. pursuant to the Municipal Home Rule Law concerning proposed local law # 2-2023 submitted herewith.



**Geneva City Council
Agenda Item Briefing**

To: Geneva City Council

From: Amie Hendrix, City Manager

Meeting Date: July 5, 2023

Item Title: Resolution Establishing a Public Hearing for the Renewal of the Cable Television Franchise Agreement between Spectrum Northeast, LLC and the City of Geneva

Action Required:

If approved by council, council will hold a public hearing to receive comments from residents with regard to an agreement between Spectrum Northeast, LLC and the City of Geneva to continue the relationship with Spectrum to reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

Background:

Staff have met to review the current agreement with the city attorney and to approve this agreement with the cable franchise.

Financial Impact:

No impact for the public hearing.

Office of the City Clerk

Lori Guinan

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456

(315) 789-2603 - FAX (315) 789-0604 - lguinan@geneva.ny.us - www.cityofgenevany.com

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the City of Geneva, New York, hereinafter referred to as the “**Grantor**” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “**Grantee**.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Amie Hendrix
Manager, City of Geneva
47 Castle Street

Geneva, NY 14456

Email: ahendrix@geneva.ny.us

Grantee: Lauren Kelly
Director, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623

Email: lauren.kelly@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Exemption From Chapter 227. Grantor and Grantee acknowledge and agree that Grantee is exempt from the requirements of Chapter 227 of the City of Geneva Municipal Code and that the terms of this Franchise shall be solely as set forth herein.

15.12 Administration of Franchise. The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination

by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Geneva

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

RESOLUTION # 21 - 2023

**RESOLUTION ESTABLISHING A PUBLIC HEARING FOR THE RENEWAL OF
THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN SPECTRUM NORTHEAST, LLC
AND THE CITY OF GENEVA**

WHEREAS, Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc is requesting the renewal of the Cable Franchise for a 15-year period; and

WHEREAS, the Geneva City Council finds that Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal; and Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

NOW, THEREFORE BE IT RESOLVED, that a public hearing for the renewal of the Cable Franchise with Spectrum Northeast, LLC be held at the regular City Council meeting on August 2, 2023.



Geneva City Council Agenda Item Briefing

To: Geneva City Council

From: Lori Guinan, City Clerk

Meeting Date: July 5, 2023

Item Title: First Reading of an Ordinance Amending Chapter 256, Entitled "Peddling and Soliciting" of the City of Geneva Municipal Code

Action Required:

Amend Geneva City Code Section 256 to amend procedure for processing and remove licensing fees.

Background:

Staff has begun the practice of removing fees from the city code to allow for updates to be made without needing to pass an ordinance with two readings. All fees will be included in the 2024 budget proposal requiring council approval.

Financial Impact:

Fees will be increased to be competitive with other municipalities, but impact will depend on the number of licenses issued.

Office of the City Clerk

Lori Guinan

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456

(315) 789-2603 - FAX (315) 789-0604 - lguinan@geneva.ny.us - www.cityofgeneva.ny.com

ORDINANCE # 7 - 2023

AN ORDINANCE AMENDING CHAPTER 256 ENTITLED "PEDDLING AND SOLICITING"

Be it ordained by the City Council of the City of Geneva, NY that Chapter 256 entitled "Peddling and Soliciting" of the City of Geneva Municipal Code be amended as follows:

1. Article I, section 256-9 is hereby repealed and replaced with the following:

"section 256-9 Issuance of Licenses

All licenses shall be numbered in order of issuance and shall state clearly the kind of vehicle to be used, the kind of goods, wares and merchandise to be sold or service to be rendered, the number of the license, the date of issuance and expiration of the license, fee paid and the name and address of the licensee."

2. Article I, section 256-12 (A) is hereby repealed and replaced with:

"section 256-12 (A)

Fees for licenses issued under this Article shall be determined by the Geneva City Council during budget adoption."

This ordinance shall take effect immediately and in accordance with law.

Resolution # 22 - 2023

CENSURING GENEVA CITY COUNCILOR, WILLIAM PEALER

WHEREAS, Geneva City Councilor William Pealer posted public comments on Twitter that used abusive language directed against the LGBTQ+ community. Four of these tweets have been Included in an addendum to this Resolution of Censure ("Addendum"), and

WHEREAS the City of Geneva has adopted a Code of Ethics consisting of seventeen tenets of good conduct for public officials and employees of the City (hereinafter referred to as "Tenets"), and

WHEREAS Councilor Pealer signed the City's Ethics Pledge in which he agreed to adhere to the Tenets, and

WHEREAS Tenet 1 of the Geneva City Code of Ethics reads as follows:

ACT IN THE PUBLIC INTEREST

Recognizing that stewardship of the public Interest must be their primary concern. Public Officials will work for the common good of the people of Geneva and not for any private or personal Interest. They will assure fair and equal treatment of all persons, claims, and transactions appearing before Public Officials, and

WHEREAS, Tenet 3 of the Code of Ethics reads, in pertinent part, as follows:

CONDUCT OF PUBLIC OFFICIALS

The professional and personal conduct of Public Officials must be above reproach and avoid even the appearance of impropriety, and

WHEREAS, in 2023, Councilor Pealer authored numerous posts on Twitter that used inflammatory rhetoric that engendered gross stereotypes about the LGBTQ+ community, four of which have been included in the Addendum attached to this Resolution of Censure, and

WHEREAS, as one example, the language of one such post reads, in pertinent part:

"'Love is love', is sick code for the advocacy of sexual deviance and depravity", and

WHEREAS, "love is love" is a phrase introduced by the LBGTQ+ community in the early 2000s as part of the efforts to win marriage equality by emphasizing that the love shared and expressed by legally consenting individuals is valid regardless of their sexual orientation or gender identity, and

WHEREAS, the posts contained in the Addendum individually demonstrate abusive language directed at the LGBTQ+ community, and

WHEREAS, Councilor Pealer not only refused to apologize but refused to meet with LGBTQ+ community members (a protected group) - including residents from the City of Geneva - or accept their offer for sensitivity training after they voiced their anger, distress, and/or distrust regarding said posts both in writing and during the Public Comment period(s) of the Geneva City Council ("Council") meeting held on June 7, 2023, and

WHEREAS, these LGBTQ+ community members and their allies have urged the Council to censure Councilor Pealer for his abusive language directed at the LGBTQ+ community.

THEREFORE, NOW, BE IT RESOLVED that the Geneva City Council censures City Councilor William Pealer for abusive language directed at the LGBTQ+ community.

AT&T 9:25 AM

William J Pealer 550 Tweets Follow

Tweets Tweets & replies Media Likes



townhall.com
TAPES: We Investigated a Suburban LGBTQ Pedophile Ring. Here's What W...

7,975 52.8K 72.4K 13.2M

William J Pealer @wj_pealer · 1/21/23
"Love is love", is sick code for the advocacy of sexual deviance and depravity. Kink is Kink. Perverts are Perverts, Fetish is Fetish, Smut is smut, and Eroticism is eroticism. Saying it twice doesn't make it virtuous or even legal- doubly so when applied to CHILDREN!!!

William J Pealer @wj_pealer · 1/21/23

8:25

Meet the latest addition to the LGBTQI+ community...Adult Babies 🍼🍼



1.3M views · From Dr. Jebra Faushay

6,664 9,128 13.6K 6M

William J Pealer @wj_pealer

Oh I think they are doing story times at my library with one of these kinky role players next week. Antifa is forming a wall of protection around the guys in diapers. You know, so they can have unrestricted and exclusive access to the kids... whose parents BROUGHT THEM there.

8:28

Tweet

Steve McLaughlin @SteveM... · 4/13/23
Don't for one second forget that they are absolutely grooming your kids.



city-journal.org
The Real Story Behind Drag Queen Story Hour | City Journal

6 11 54 3,499

William J Pealer @wj_pealer

This is pretty disturbing. The acedemic documentation of the queer studies movement, the apologists of pedophilia, the clear cultural marxist undertones, all of it. Disturbing.

2:12 PM · 4/14/23 · 33 Views

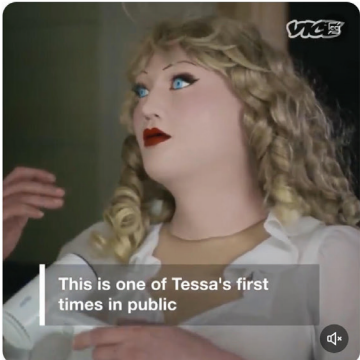
10:45

William J Pealer 1,778 Tweets Follow

Tweets Replies Media Likes

Fake ad man.

Oli London @OliLondonTV · 2d
The newest addition to the Transgender movement..."Female Masking"



This is one of Tessa's first times in public

708K views · From VICE

2,773 1,953 3,196 934K

William J Pealer @wj_pealer · 1d
It was always this.