BOARD OF TRUSTEES MEETING AGENDA

July 7, 2026 at 7:00 PM
432 Route 306, Wesley Hills, NY 10952
Phone: 845-354-0400 | Fax: 845-354-4097

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. **June 2, 2026**

PUBLIC HEARING

2. **Public Hearing Regarding the Approval of a Franchise Agreement with Cablevision of Rockland/Ramapo LLC**

3. **Public Hearing for SEQRA Requirements for the Proposed Sidewalk along Grandview Ave from Forshay Road to Willow Tree Road**

4. **Public Hearing on SEQRA for Proposed Sidewalk Along Lime Kiln Road from Route 306 to Wilder Road**

5. **Public Hearing for SEQRA Requirements for the Proposed Sidewalk along Route 306 from Lime Kiln Road to Old Pomona Road**

RESOLUTIONS/DISCUSSIONS

6. **Approval of a Franchise Agreement with Cablevision of Rockland/Ramapo LLC.**

7. **Resolution Approving the SEQRA Requirements for the Proposed Sidewalk along Grandview Ave from Forshay Road to Willow Tree Road**

8. **Resolution Approving the SEQRA Requirements for Proposed Sidewalk Along Lime Kiln Road from Route 306 to Wilder Road**

9. **Resolution Approving the SEQRA Requirements for the Proposed Sidewalk along Route 306 from Lime Kiln Road to Old Pomona Road**

10. **Resolution Accepting the Resignation of Anita Hajioff - ZBA 1st Alternate Member**

11. **Appointment of Zvi Joseph as 1st Alternate Member to the Zoning Board of Appeals**

12. **Appointment of David Katznelson to the Zoning Board of Appeals as 2nd Alternate Member**

13. **Resolution Approving the Settlement with USSIC and the Village of Wesley Hills**

14. **Resolution Approving the End of Year Budget Amendment**

15. **Resolution Appointing Matthew Iarocci to the Position of Code Enforcement Officer II (PT)**

16. **Resolution Approving Abstract of Funds**

17. **Resolution Approving Transfer of Funds**

REPORTS

18. Mayor

19. Village Clerk/Treasurer

20. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT

BOARD OF TRUSTEES MEETING MINUTES

June 2, 2026 at 7:00 PM
432 Route 306, Wesley Hills, NY 10952
Phone: 845-354-0400 | Fax: 845-354-4097

CALL TO ORDER

Mayor Katz called the meeting to order at 7pm, followed by the Pledge of Alligence.

ROLL CALL

MEMBERS PRESENT:	Mayor Marshall Katz Deputy Mayor Milton Schwartz Trustee Yisroel Cherns (Zoom) Trustee Joseph Mause (Zoom) Trustee Tova Krull
ABSENT:	
OTHERS PRESENT:	Howard Richman, Village Attorney Camille Guido-Downey, Village Clerk-Treasurer

APPROVAL OF MINUTES

1. **May 5, 2026**

Resolution #01-27

Trustee Krull made a motion to approve the May 5, 2026 minutes, seconded by Trustee Schwartz. Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

PUBLIC HEARING

2. **Local Law 4 of 2026 - Veterans Exemption**

Trustee Schwartz made a motion to open the public hearing, seconded by Trustee Krull. Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

No one wished to speak.

Trustee Krull made a motion to close the public hearing, seconded by Trustee Schwartz. Upon

Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

RESOLUTIONS/DISCUSSIONS

3. **Resolution Approving Local Law #4 of 2026-Veteran's Exemption**

Resolution #2-27

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

RESOLVED, that the proposed Local Law entitled, "A Local Law Amending Chapter 200 of The Code of The Village of Wesley Hills To Allow Veterans Tax Exemption - 100% Service Connected Disability", a copy of which is made a part of the Minutes of this Board, is hereby approved, and enacted as Local Law No. 4 of 2026.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

4. **Resolution Scheduling Public Hearing for SEQRA Requirements for the Proposed Sidewalk along Grandview Ave from Forshay Road to Willow Tree Road**

Resolution #3-27

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz:

WHEREAS, the Village of Wesley Hills has received funding from the County of Rockland for the installation of sidewalks along Grandview Ave from Forshay Road to Willow Tree Road, and

WHEREAS, pursuant to Part 617 of the NYS Environmental Quality Review (SEQRA) Law, the Village wishes to schedule a public hearing as part of the environmental review process, and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the environmental review shall be held before the Board of Trustees of the Village of Wesley Hills on the 7th day of July 2026, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such project,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk at least ten (10) days in advance of such time in the manner provided by law.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

5. **Resolution Scheduling Public Hearing on SEQRA for Proposed Sidewalk Along Lime Kiln Road from Route 306 to Wilder Road**

Resolution #4-27

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

WHEREAS, the Village of Wesley Hills has received funding from the County of Rockland for the installation of sidewalks along Lime Kiln Road from Route 306 to Wilder Road, and

WHEREAS, pursuant to Part 617 of the NYS Environmental Quality Review (SEQRA) Law, the Village wishes to schedule a public hearing as part of the requirement, and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the environmental review shall be held before the Board of Trustees of the Village of Wesley Hills on the 7th day of July 2026, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such project,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk at least ten (10) days in advance of such time in the manner provided by law.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

6. **Resolution Scheduling Public Hearing for SEQRA Requirements for the Proposed Sidewalk along Route 306 from Lime Kiln Road to Old Pomona Road**

Resolution #5-27

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz:

WHEREAS, the Village of Wesley Hills has received funding for the State of NY/Ramapo for the installation of sidewalks along Route 306 from Lime Kiln Road to Old Pomona Road, and

WHEREAS, pursuant to Part 617 of the NYS Environmental Quality Review (SEQRA) Law, the Village wishes to schedule a public hearing as part of the requirement, and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the environmental review shall be held before the Board of Trustees of the Village of Wesley Hills on the 7th day of July 2026, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such project,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk at least ten (10) days in advance of such time in the manner provided by law.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

7. **Resolution Scheduling a Public Hearing Regarding the Approval of a Franchise Agreement with Cablevision of Rockland/Ramapo LLC.**

Resolution #6-27

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

WHEREAS, the Village of Wesley Hills wishes to enter into a Franchise Agreement with Cablevision of Rockland/Ramapo LLC, and

WHEREAS, as part of the NYS requirement the Village of Wesley Hills is required to hold a public hearing to provide the public with the opportunity to comment on such agreement, and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the franchise agreement shall be held before the Board of Trustees of the Village of Wesley Hills on the 7th day of July 2026, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such project,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk at least ten (10) days in advance of such time in the manner provided by law.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

8. **Resolution Approving the Contract with Stonefield Engineering for the Design of Sidewalks on Route 306 from Lime Kiln Court to Old Pomona Road**

Resolution #7-27

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz:

RESOLVED, that the proposed contract between the Village of Wesley Hills and Stonefield Engineering, to provide design services for the proposed sidewalks on Route 306 from Lime Kiln Court to Old Pomona Road in the Village of Wesley Hills, a copy of which is made a part of the minutes of this Board, is hereby accepted, and the Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

9. **Resolution Approving the Contract with National Data & Surveying Services for a Pedestrian Study on Wilder Road**

Resolution #8-27

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

RESOLVED, that the proposed contract between the Village of Wesley Hills and National Data & Surveying Services, to provide pedestrian data services on Wilder Road for the proposed sidewalks on Wilder Road in the Village of Wesley Hills, a copy of which is made a part of the minutes of this Board, is hereby accepted, and the Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

10. **Resolution Approving Abstract of Funds**

Resolution #9-27

Trustee Schwartz made a motion to approve the following resolution, seconded by Trustee Krull:

RESOLVED, that the general fund claims 24,125 through 24,408 in the aggregate amount of $224,302.26 as set forth in Abstract #1/27 dated June 2, 2026, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

11. **Resolution Approving Transfer of Funds**

Resolution #10-27

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz:

RESOLVED, that the transfers in the aggregate amount of $200,000 as set forth in Abstract #1/26 dated June 2, 2026, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

REPORTS

12. Mayor

<u>Roble Road Catch Basins</u>
Mayor Katz stated that the Town of Ramapo Highway Department has installed the safety bars

on the catch basin on Roble Road as per the residents request.

Streetlight on Ridgeway Terrace
Mayor Katz stated that he requested the new streetlamp on Ridgeway Terrace from O&R.

Streetlights on Willow Tree Road
Mayor Katz stated that in July 2025 he requested streetlights on Willow Tree Road from Forshay to Grandview Ave. Mayor Katz reported that they have been installed.

Lime Kiln & Grandview Sidewalk Projects
Mayor Katz reported that O&R is planning a gas main replacement along Grandview Ave. There is a meeting later this week, and he will find out if this will effect the sidewalk project.

13. Village Clerk/Treasurer

Camille Guido-Downey noted that the Village just opened tax collection period. Overnight we received 50 online payments.

14. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

Trustee Krull made a motion to enter Executive Session, seconded by Trustee Schwartz. Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

No action was taken.

Trustee Schwartz made a motion to exit Executive Session, seconded by Trustee Krull. Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

NEW BUSINESS

ADJOURNMENT

Trustee Krull made a motion to adjourn, seconded by Trustee Schwartz. Upon Vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull. This motion carried unanimously.

Respectfully Submitted,
Camille Guido-Downey

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
VILLAGE OF WESLEY HILLS

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Wesley Hills will hold a Public Hearing on the 7th day of July 2026 at 7:00 pm at Wesley Hills Village Hall located at 432 NY-306, Monsey, NY 10952 regarding the granting of a cable television franchise agreement by and between the VILLAGE OF WESLEY HILLS and CABLEVISION OF ROCKLAND/RAMAPO, LLC.

A copy of the cable television franchise agreement is available for public inspection during normal business hours at Wesley Hills Village Hall, 432 NY-306, Monsey, NY 10952.

At such public hearing all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement as necessary.

Dated: June 2, 2026
Village of Wesley Hills

VILLAGE OF WESLEY HILLS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Trustees of the Village of Wesley Hills, at a meeting to be held at Village Hall, 432 Route 306, in the Village of Wesley Hills, on **July 7, 2026 at 7:00 PM**, concerning the environmental review pursuant to Part 617 of the New York State Environmental Quality Review (SEQR) Law of the proposed new sidewalk along Grandview Avenue from Forshay Road to Willow Tree Road; and

At such time and place, all persons interested in the subject matter thereof will be heard concerning same; and all of the project information is on file in the Village Clerk's Office, and may be reviewed by interested persons during regular business hours.

Dated: June 2, 2026
Wesley Hills, New York

Camille Guido-Downey
Village Clerk-Treasurer
Village of Wesley Hills

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At such time and place, all persons interested in the subject matter thereof will be heard concerning same; and all of the project information is on file in the Village Clerk's Office, and may be reviewed by interested persons during regular business hours.

Dated: June 2, 2026
Wesley Hills, New York

Camille Guido-Downey
Village Clerk-Treasurer
Village of Wesley Hills

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At such time and place, all persons interested in the subject matter thereof will be heard concerning same; and all of the project information is on file in the Village Clerk's Office, and may be reviewed by interested persons during regular business hours.

Dated: June 2, 2026
Wesley Hills, New York

Camille Guido-Downey
Village Clerk-Treasurer
Village of Wesley Hills

Cable Franchise Renewal Agreement

by and between

the Village of Wesley Hills, New York and

Cablevision of Rockland/Ramapo, LLC

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Wesley Hills, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Cablevision of Rockland/Ramapo, LLC, a corporation duly authorized to do business in the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

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

WHEREAS, Franchisee’s existing telecommunications and information services network (“Fiber Network”) transmits both Cable and the Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the Franchisee’s technical ability, financial condition and character as defined by Title 16, Chapter VIII, Part 894.6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, and has determined that Franchisee is in compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has found that Franchisee is and has been in substantial compliance with all terms and provisions in its existing franchise and applicable law;

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

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1. *Access Channel:* A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

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

1.3. *Basic Service:* The tier of Cable Service which includes the retransmission of primary local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4. *Bundled Service:* The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

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

1.6. *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.7. *Cable System or System:* Shall be defined herein as the facility, which is the subject of this Franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receiver/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical or electrical signals.

1.8. *Channel:* Shall be defined herein as a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

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

1.10. *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.11. *Educational Access Channel:* An Access Channel designated for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

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

1.13. *Force Majeure:* An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, epidemics, or other acts of God, or work delays resulting from waiting for utility providers to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

1.15. *Franchisee:* Cablevision of Rockland Ramapo, LLC, and its lawful and permitted successors, assigns and transferees.

1.16. *Government Access Channel:* An Access Channel available for the sole noncommercial use of the LFA.

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

1.17.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation, Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation of the revenue specified in this subsection shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.21 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service subscriber revenue in the Franchise Area from DVR functionality.

1.17.2 Gross Revenue shall not include:

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

1.17.2.2 except as otherwise provided in Subsection 1.17.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders, as amended. Should revenue from any service provided by Franchisee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment, provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the Franchise Area are also required to provide revenue from such service to the LFA as gross revenue (as defined in the franchise agreements of such other Cable Service providers).

1.18 *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

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

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

1.21 *Non-Cable Services:* Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

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

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

1.26 *Public Access Channel:* An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.27 *Public Rights-of-Way:* The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.28 *Service Area:* All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

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

1.30 *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

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

1.32 *Transfer of the Franchise:*

1.32.1 Any transaction in which:

1.32.1.1 a fifty percent ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

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

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.33 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended..

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System and related equipment along the Public Rights-of-Way and such other areas within the Franchise Area. where authorized by private or public property owners or applicable law, if such authorization is necessary. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The Fiber Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit the LFA's existing authority with respect to the Franchisee's mixed use facilities pursuant to applicable law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other similar adjustments to the Public-Rights-of-way, consistent with the NY PSC rules and regulations and orders.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked or terminated as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

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

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver*:

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

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

2.7. *Construction of Agreement:*

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

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

2.9.3. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.8. *Police Powers*: The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, or any restrictions or conditions on the construction, location, or siting of the System, except for generally applicable permitting requirements, provided, however that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, "unreasonably delay" shall mean the LFA's failure to act on a permit application within thirty (30) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to its pre-existing condition.

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

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:*

3.1.1. *Service Commitment Area* Franchisee shall continue to offer Cable Service to all residential subscribers in the Service Area and may make Cable Service available to businesses in the Service Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1. l. and Section 3.2; and (H) to Subscribers or prospective Subscribers who fail to abide by the Franchisee's terms and conditions of service.

3.1.1.1. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

3.2. *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.3. *Cable Service to Public Buildings*: Subject to Section 3.1 and applicable federal law and FCC rules and orders, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school, public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

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

4. SYSTEM FACILITIES

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

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

4.2.1 On the Effective Date, the System shall be operated with an initial digital carrier passband between 50 and 1000 MHz .

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

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by law and voluntarily agreed upon by Franchisee.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY

PSC's rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1 Franchisee shall provide capacity for up to one (1) dedicated Public Access Channel, up to one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Channels"). If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier.

5.1.2. The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in **Exhibit B** attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

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

5.3. Recovery of Costs: To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Beginning sixty (60) days after the Effective Date of this Agreement, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be calculated on a quarterly basis and made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

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

6.3. *Supporting Information:* A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the LFA.

6.4. *Limitation on Franchise Fee Actions*: The parties agree that the period of limitation for the commencement of any action for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.5. *Bundled Services*: If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. **REPORTS AND RECORDS**

7.1. *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify the Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

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

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

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

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

7.3. *System-Wide Statistics*: Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. Insurance:

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

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance in conformity with legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance at least in the following amounts: (A) Bodily Injury by Accident: $100,000; and (B) Bodily Injury by Disease: $100,000 employee limit; $500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage in excess of the policy limits set forth in Subsections 8.1.1.1, 8.1.1.2, and 8.1.1.4 herein, of not less than ten million dollars ($10,000,000).

8.1.1.6. The limits above may be satisfied with a combination of primary and excess coverage.

8.1.2. The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance, and excess liability or umbrella coverage.

8.1.3. Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4. Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have sixty (60) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.5. Upon written request, Franchisee shall deliver to the LFA copies of Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

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

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

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties employed or retained by the LFA.

9. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent of the LFA shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, 47 U.S.C. §546, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

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

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

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee reasonably projects that it will complete cure of such noncompliance. Upon notification by Franchisee to the LFA of the cure of any noncompliance, and the LFA confirming such cure, the LFA shall provide written acknowledgment that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied or commenced to remedy the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard and to present evidence.

11.4. *Enforcement*: Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

11.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation*: Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses A complete verbatim record and transcript shall be made of such hearing at the expense of the Franchisee by a reporter or recording service of the Franchisee's choice, provided that said reporter or recording service maintains an office in Rockland County.

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

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

11.6. Abandonment of Service: Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. <u>MISCELLANEOUS PROVISIONS</u>

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

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

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

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, 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 Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

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

12.5.1. Notices to Franchisee shall be mailed to:

Optimum Communications, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs, New York

With a copy to:

Cablevision of ___________________, LLC
c/o Optimum Communications, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

12.5.2. Notices to the LFA shall be mailed to:

Mayor
Village of Wesley Hills 432 Route 306
Monsey, NY 10952

12.5.3 with a copy to:

Village Attorney
Village of Wesley Hills
432 Route 306
Monsey, NY 10952

Notwithstanding anything herein to the contrary, all regulatory notices from Franchisee to the LFA may be filed electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

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

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

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

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

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

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

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

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

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

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, sex or any protected category of persons under federal or state law.

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

12.17 *Identification of Franchisee's Employees, Vehicles and Contractors:* Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

12.17.1 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the LFA, including any licensing or permit obligations required for such activities, the obligations set forth in Section 12.21 of this Agreement shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the LFA.

12.18 Performance Review: The LFA may, at its discretion but not more than once per twelve-month period, hold an informal performance evaluation session (the "Performance Review") that is not open to the public to review Franchisee's compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation ("Performance Review Report") setting forth its determinations regarding Franchisee's compliance with the terms and conditions of this Franchise. The Performance Review Report shall not contain any confidential information disclosed by the Franchisee during the Performance Review.

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

12.20 LFA Official: The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

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

12.22 Level Playing Field:

12.22.1. The parties agree that, as of the Effective Date, the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.22.2. In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

12.22.3. In the event that a non-franchised multi-channel video service provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of this Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.

12.22.4. Nothing in this Section 12.22 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to section 625 of the Cable Act, 47 U.S.C. Section 545.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

VILLAGE WESLEY HILLS

By: ___________________________________
Mayor Marshall F. Katz

Date: _________________________________

CABLEVISION OF ROCKLAND/RAMAPO

By: ___________________________________
Chris Bresnan, Vice President Government Affairs

Date: _________________________________

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: PEG Channels

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Village Hall
432 Route 306
Monsey, NY 10952

Grandview Elementary School
151 Grandview Avenue
Monsey, NY 10952

Lime Kiln Middle School
35 Lime Kiln Rd
Suffern, NY 10901

Yeshiva Ohr Reuven School
259 Grandview Avenue
Suffern, NY 10901

EXHIBIT B

PEG CHANNELS

Upon request of the LFA, Franchisee shall make available up to one (1) dedicated Public Access Channel, up to one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel. If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
New Sidewalk Construction

Project Location (describe, and attach a location map):
North side of Grandview Avenue (County Route 80) from Forshay Road (County Road 81) to Willow Tree Road.

Brief Description of Proposed Action:
The Village of Wesley Hills is seeking to construct a new sidewalk on the north side of Grandview Avenue (County Road 80) from Forshay Road (County Road 81) to Willow Tree Road. The sidewalk would run approximately 2,487.63 feet in length.

Name of Applicant or Sponsor: The Village of Wesley Hills	Telephone: (845) 354-0400 E-Mail: villageclerk@wesleyhills.gov

Address:
432 Route 306

City/PO:	State:	Zip Code:
Wesley Hills	NY	10952

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Rockland County, Town of Ramapo Highway Dept. road permits	☐	☑

3. a. Total acreage of the site of the proposed action? 0.921 acres
b. Total acreage to be physically disturbed? 0.57 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.57 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ______	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ______	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______	☑	☐
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______		

	NO	YES
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Timber Rattlesnake	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ______	☑	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: ______	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: ______	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: ______	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

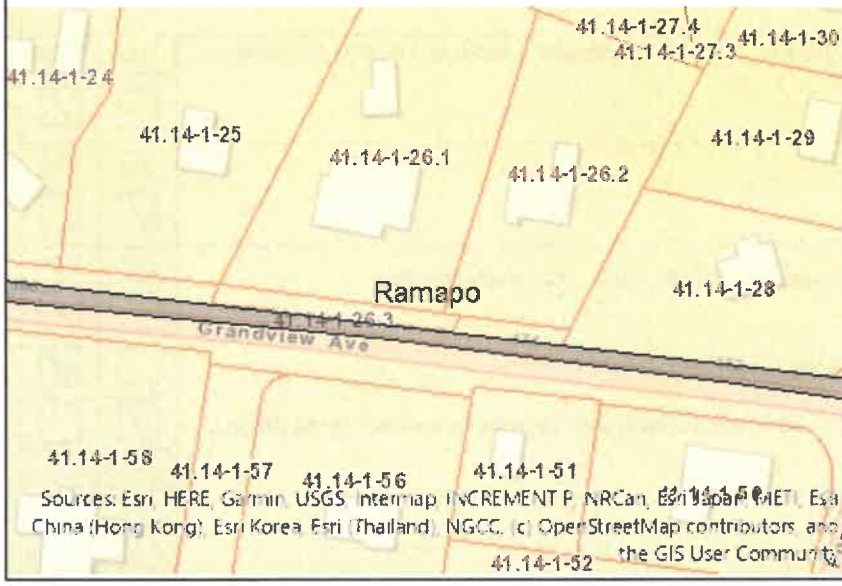
Applicant/sponsor/name: Village of Wesley Hills Date: May 27, 2026

Signature: [signature] Title: Village Planner

PRINT FORM

EAF Mapper Summary Report

Wednesday, May 27, 2026 4:33 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Timber Rattlesnake
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]	
Project:	Grandview Ave. Sidewalk
Date:	July 7, 2026

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✓	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✓	
7. Will the proposed action impact existing: a. public / private water supplies?	✓	
b. public / private wastewater treatment utilities?	✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	
12. Is the potentially affected disadvantaged community identified as having comparatively higher burdens or vulnerabilities by the Disadvantaged Community Assessment Tool?	✓	
13. Will the proposed action cause or increase a pollution burden within a disadvantaged community?	✓	

Agency Use Only [If applicable]

Project: Grandview Ave. Sidewalk

Date: July 7, 2026

Short Environmental Assessment FormPart 3
Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur," or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project will not result in any significant adverse environmental impacts.

Related to the Short EAF Part 1, Question 12B, the project site is not located within or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation archaeological site inventory.

Related to the Short EAF Part 1, Question 13A, the project site is located adjacent to lands containing a wetland or waterbody. An Informational Freshwater Wetland, as identified on the NYS Environmental Resource Mapper, is located approximately 100 feet to the northof the project site. The design and construction of the project will include best management practices to minimize stormwater impacts upon the wetlands or waterbody.

Related to the Short EAF Part 1, Question 15, the project site is listed in a region which may contain Timber Rattlesnake, which is listed by NYS as "Threatened." The project site is in a suburban, developed area which is not a habitat for the Timber Rattlesnake, which, according to the NYS DEC, are generally found in deciduous hardwood forests in rugged terrain.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action will not result in any significant adverse environmental impacts.

Village of Wesley Hills Board of Trustees	July 7, 2026
Name of Lead Agency	Date
Marshall Katz	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
	Mc. [signature]
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: New Sidewalk Construction				
Project Location (describe, and attach a location map): North side of Lime Kiln Road between Route 306 and Wilder Road (County Road 81).				
Brief Description of Proposed Action: The Village of Wesley Hills is seeking to construct a new sidewalk on the north side of Lime Kiln Road, from Route 306 to Wilder Road (County Road 81). The sidewalk would run approximately 3,692.64 feet in length.				
Name of Applicant or Sponsor: The Village of Wesley Hills	Telephone: (845) 354-0400 E-Mail: villageclerk@wesleyhills.gov			
Address: 432 Route 306				
City/PO: Wesley Hills	State: NY	Zip Code: 10952		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☑	YES ☐
If Yes, list agency(s) name and permit or approval: Town of Ramapo, Rockland Co, NYSDOT roadway permits			NO ☐	YES ☑
3. a. Total acreage of the site of the proposed action? 1.223 acres b. Total acreage to be physically disturbed? 0.84 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.84 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): School ☑ Parkland				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ______	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ______	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______	☑	☐
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

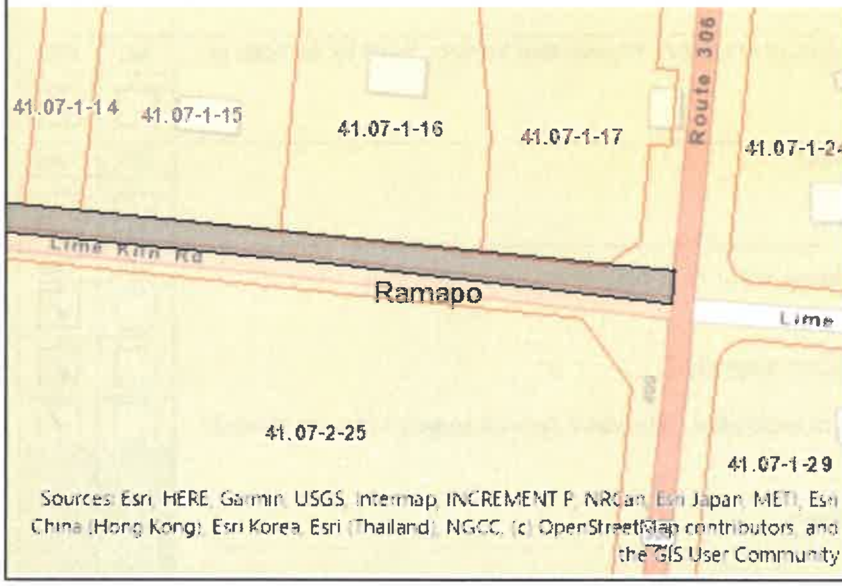
	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Timber Rattlesnake	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: Storm water will be discharged into existing municipal storm drains.	☐	☑
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

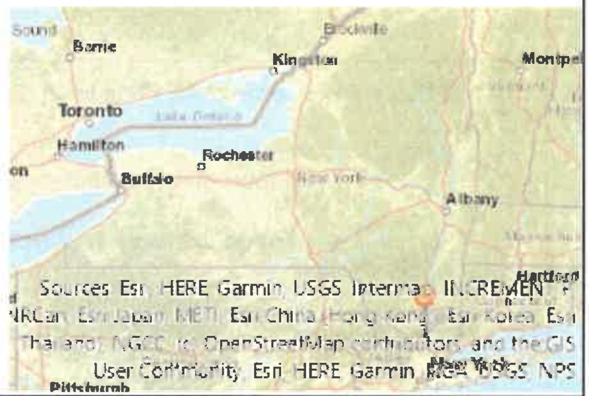
Applicant/sponsor/name: William Brady Date: May 27, 2026

Signature: Title: Village Planner

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Timber Rattlesnake
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Short Environmental Assessment FormPart 3
Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur," or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project will not result in any significant adverse environmental impacts.

Related to the Short EAF Part 1, Question 12B, the project site is not located within or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation archaeological site inventory.

Related to the Short EAF Part 1, Question 13A, the project site is located adjacent to lands containing a wetland or waterbody. An Informational Freshwater Wetland, as identified on the NYS Environmental Resource Mapper, is located approximately 200 feet to the north of the project site. The design and construction of the project will include best management practices to minimize stormwater impacts upon the wetlands or waterbody.

Related to the Short EAF Part 1, Question 15, the project site is listed in a region which may contain Timber Rattlesnake, which is listed by NYS as "Threatened." The project site is in a suburban, developed area which is not a habitat for the Timber Rattlesnake, which, according to the NYS DEC, are generally found in deciduous hardwood forests in rugged terrain.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action will not result in any significant adverse environmental impacts.

Village of Wesley Hills Board of Trustees	July 7, 2026
Name of Lead Agency	Date
Marshall Katz	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
	Wm C. M
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Agency Use Only [If applicable]	
Project:	Lime Kiln Rd. Sidewalk
Date:	July 7, 2026

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐
12. Is the potentially affected disadvantaged community identified as having comparatively higher burdens or vulnerabilities by the Disadvantaged Community Assessment Tool?	☑	☐
13. Will the proposed action cause or increase a pollution burden within a disadvantaged community?	☑	☐

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
New Sidewalk Construction

Project Location (describe, and attach a location map):
East and West Side of Route 306, between Lime Kiln Road and Old Pomona Road, Wesley Hills, NY

Brief Description of Proposed Action:
The Village of Wesley Hills is seeking to construct a new sidewalk on State Route 306 from Lime Kiln Road to Old Pomona Road. The sidewalk would run approximately 1,850 ft on either the East or West side of the road (to be determined in the design phase). The sidewalk will connect with an existing sidewalk at its southern end (which runs on both sides of the road).

Name of Applicant or Sponsor:	
The Village of Wesley Hills	Telephone: (845) 354-0400
	E-Mail: villageclerk@wesleyhills.gov

Address:
432 Route 306

City/PO:	State:	Zip Code:
Wesley Hills	NY	10952

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Ramapo, Rockland Co, NYSDOT roadway permits	☐	☑

3. a. Total acreage of the site of the proposed action? 3.463 acres
b. Total acreage to be physically disturbed? 0.42 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.42 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☑	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ______________________	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☑	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ______________________ ______________________	☐	☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______________________ ______________________	☑	☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______________________ ______________________	☑	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______________________ ______________________ ______________________			

	NO	YES
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Timber Rattlesnake	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☑	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: William Brady, AICP Date: May 26, 2026

Signature: [signature] Title: Village Planner

PRINT FORM

EAF Mapper Summary Report

Tuesday, May 26, 2026 5:12 PM

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Timber Rattlesnake
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]

Project:	Route 306 Sidewalk
Date:	July 7, 2026

Short Environmental Assessment Form
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Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

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2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
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4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
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12. Is the potentially affected disadvantaged community identified as having comparatively higher burdens or vulnerabilities by the Disadvantaged Community Assessment Tool?	☑	☐
13. Will the proposed action cause or increase a pollution burden within a disadvantaged community?	☑	☐

Agency Use Only [If applicable]

Project: Route 306 Sidewalk

Date: July 7, 2026

Short Environmental Assessment FormPart 3
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The project will not result in any significant adverse environmental impacts.

Related to the Short EAF Part 1, Question 12B, the project site is not located within or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation archaeological site inventory.

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Related to the Short EAF Part 1, Question 15, the project site is listed in a region which may contain Timber Rattlesnake, which is listed by NYS as "Threatened." The project site is in a suburban, developed area which is not a habitat for the Timber Rattlesnake, which, according to the NYS DEC, are generally found in deciduous hardwood forests in rugged terrain.

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☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation,that the proposed action will not result in any significant adverse environmental impacts.

Village of Wesley Hills Board of Trustees	July 7, 2026
Name of Lead Agency	Date
Marshall Katz	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
	[signature]
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)