VILLAGE OF Wesley Hills ESTABLISHED 1982

BOARD OF TRUSTEES MEETING AGENDA

August 4, 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. **July 7, 2026**

RESOLUTIONS/DISCUSSIONS

2. **Resolution Scheduling a Public Hearing Regarding the Approval of a Franchise Agreement with Verizon NY**
3. **Resolution Authorizing the Escrow Release - 25 Rockwood**
4. **Resolution Amending the Village Fee Schedule**
5. **Resolution Approving Abstract of Funds**
6. **Resolution Approving Transfer of Funds**

REPORTS

7. Mayor
8. Village Clerk/Treasurer
9. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT

BOARD OF TRUSTEES MEETING MINUTES

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

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
Trustee Joseph Mause (Zoom)
Trustee Tova Krull

ABSENT:

OTHERS PRESENT: Howard Richman, Village Attorney
Camille Guido, Village Clerk-Treasurer

APPROVAL OF MINUTES

1. **June 2, 2026**

Resolution #11-27

Trustee Cherns made a motion to approve the Minutes of June 2, 2026, seconded by Trustee Krull. Aye: Mayor Katz, Trustee Schwartz, Trustee Cherns and Trustee Krull. This motion carried unanimously.

PUBLIC HEARING

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

Mayor Katz confirmed that the public hearing was duly posted and published.

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

No one wished to speak.

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

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

Mayor Katz confirmed that the public hearing was duly posted and published.

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

No one wished to speak.

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

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

Mayor Katz confirmed that the public hearing was duly posted and published.

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

No one wished to speak.

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

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

Mayor Katz confirmed that the public hearing was duly posted and published.

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

No one wished to speak.

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

RESOLUTIONS/DISCUSSIONS

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

Resolution #12-27

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

WHEREAS, the Village of WESLEY HILLS, NY (the "Village") is a "franchising authority" in accordance with Title VI of the Communications Act of 1934, (the "Communications Act"), and is authorized to grant one or more nonexclusive cable television 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 (collectively the "Cable Laws");

WHEREAS, the Village, executed a franchise renewal agreement with CABLEVISION OF ROCKLAND/RAMAPO, LLC (the "Franchisee") on January 7, 2011, which was thereafter confirmed and made effective by the New York State Public Service Commission on July 5, 2011, for a term of fifteen (15) years (Case No. 11-V-0019) and

WHEREAS, said franchise agreement thereafter expired on July 5, 2026, and

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

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

WHEREAS, the Village has determined that the Franchisee is and has been in substantial compliance with all terms/provisions of its existing franchises and applicable law; and

WHEREAS, the Village has determined that Franchisee has the requisite legal, technical and financial capabilities to operate cable systems within the Village and that Franchisee's proposals for renewal of the franchises meet the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement was held before the Village on July 7, 2026.

NOW, THEREFORE, be it RESOLVED, that the Village determines that it is in the best interest of the public to award the Franchise Renewal Agreement to the Franchisee; and be it.

FURTHER RESOLVED that the Village hereby authorizes the Mayor to enter into the Franchise Renewal Agreement with CABLEVISION OF ROCKLAND/RAMAPO, LLC and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Village of WESLEY HILLS.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns and Trustee Krull. This motion was carried unanimously.

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

Resolution #13-27

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

RESOLVED, the Village Board upon review of the entire record (including SEQR Short EAF Part 1, Part II and Negative Declaration) finds the Proposed Action to be an Unlisted action pursuant to SEQRA and issues a Negative Declaration, declaring the application to have no significant impact on the environment, and the project has complied fully with the procedural requirements of Part 617 of the State Environmental Quality Review (SEQR) Law.

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

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

Resolution #14-27

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

RESOLVED, the Village Board upon review of the entire record (including SEQR Short EAF Part 1, Part II and Negative Declaration) finds the Proposed Action to be an Unlisted action pursuant to SEQRA and issues a Negative Declaration, declaring the application to have no significant impact on the environment, and the project has complied fully with the procedural requirements of Part 617 of the State Environmental Quality Review (SEQR) Law.

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

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

Resolution #15-27

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

RESOLVED, the Village Board upon review of the entire record (including SEQR Short EAF Part 1, Part II and Negative Declaration) finds the Proposed Action to be an Unlisted action pursuant to SEQRA and issues a Negative Declaration, declaring the application to have no significant impact on the environment, and the project has complied fully with the procedural requirements of Part 617 of the State Environmental Quality Review (SEQR) Law.

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

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

Resolution #16-27

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

RESOLVED, that the resignation of Anita Hajioff from Zoning Board of Appeals 1st alternate member for the Village of Wesley Hills be and the same is hereby accepted.

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

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

Mayor Katz appoints Zvi Joseph to the position of 1st alternate member to the Zoning Board of Appeals.

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

Mayor Katz appoints David Katznelson to the position of 2nd alternate member to the Zoning Board of Appeals.

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

Resolution #17-27

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

WHEREAS, USSIC issued insurance policies numbered CPKG80120167 through CPKG80920167 with effective dates from March 9, 2012, to March 9, 2021, and

WHEREAS, a lawsuit was filed by the plaintiff Gedalie Weinberger, GV Holding LLC and Grandview Enterprises on October 15, 2021, against the Village of Wesely Hills and is pending in New York Supreme Court, Rockland County, Index o. 035807/2021 and

WHEREAS, the Village of Wesely Hills has sought coverage under the USSIC Policies for Action, including Settlement Payment, in whole or in part

WHEREAS, USSIC disputes whether the USSIC Policies provide coverage for the Action, including the Settlement Payment, in whole or in part and

WHEREAS, the Village of Wesley Hills and USSIC have agreed to compromise their dispute with respect to coverage for the Insured's claims under the USSIC Policies, including without limitation claims for coverage for the Action and Settlement Payment and

NOW, THEREFORE BE IT RESOLVED, that the Mayor is authorized to execute the CONFIDENTIAL SETTLEMENT AGREEMENT and any additional documents that may be needed to effectuate this agreement on behalf of the Village of Wesley Hills and,

BE IT FURTHER RESOLVED, that the Village of Wesley Hills shall upon receipt of the duly executed Settlement Agreement and payment voucher issue a check made payable to USSIC in the amount of $25,000 in full and final satisfaction of the Coverage Dispute Matter.

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

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

Resolution #18-27

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

WHEREAS, the Village Accountant of the Village of Wesley Hills has prepared the attached end of year budget amendment, which includes funds that are encumbered and reallocation of funds for the end of year, and

BE IT RESOLVED, that the Village of Wesley Hills July 2026 Budget Amendment which includes funds that are encumbered and reallocation of funds for the end of year for the fiscal year ended May 31, 2026, as prepared by the Village Accountant of the Village of Wesley Hills be and the same is hereby approved and accepted.

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

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

Resolution #19-27

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

RESOLVED, that the Mayor and Board of Trustees appoint Matthew Iarocci to position of Code Enforcement Officer II (PT) for the Village of Wesley Hills is hereby approved.

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

16. **Resolution Approving Abstract of Funds**

Resolution #20-27

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

RESOLVED, that the general fund claims 24,424 through 24,561 in the aggregate amount of $138,057.35 as set forth in Abstract #2/27 dated July 7, 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, Trustee Cherns and Trustee Krull. This motion carried unanimously.

17. **Resolution Approving Transfer of Funds**

Resolution #21-27

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

RESOLVED, that the transfers in the aggregate amount of $825,000 as set forth in Abstract #2/26 dated July 7, 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, Trustee Cherns and Trustee Krull. This motion carried unanimously.

REPORTS

18. Mayor

<u>Willow Tree Sidewalk Project</u>
Mayor Katz reported that the Village has received NYS comments on the final design. Creighton is finalizing the plans based on the comments from the State. Plans will then be submitted to NYS for approval – hopefully early August. ROW acquisitions are in process, waiting for residents to sign agreements, out for bid in 2026, and construction in 2027. Following the construction, we should plan on repaving Willow Tree (which he has been holding back pending sidewalk). The Mayor reached out to the Town about their portion of the project. Ramapo is working on it, however Mayor is unsure of their timeline.

Wilder Road Sidewalk Project

Mayor Katz reported that the final design is being submitted to NYS and expects to be ready to go to bid in early 2027 and construction in late Spring 2027.

Lime Kiln Road Sidewalk Project

Mayor Katz reported that the Village is waiting on County Highway related to Veolia property due to disagreement on whether this is a dedication or an easement (County wants dedication, but Veolia only wants an easement). As per this Monday, the County has agreed to an easement. Preliminary design was completed by the Village Engineer, and the Village signed a contract with Stonefield related to Route 306 light/crosswalk. Once done, the Village Engineer will create bid docs and move forward.

Grandview Ave Sidewalk Project

Mayor Katz reported that the Village is pushing this project to next year to accommodate the O&R gas main replacement. The preliminary design is complete, and the Village is working on a contract with Stonefield for the light/crosswalk at Forshay Road.

Route 306 Sidewalk Project

Mayor Katz reported that the project is being designed by Civil Design with input from Stonefield (mainly due to NYS involvement and approvals needed), initiate Design - July 2026, submit plans for review to Village - September 2026, comment response and comment resolution - September 2026, advertise project for bid – end of year, award contract/execute construction agreement – end of year, begin construction - Spring 2027, and construction completion - Summer 2027.

Wilder Road Sidewalk (Lime Kiln to 202) Project

Mayor Katz stated that the pedestrian study was completed. The board needs to decide the scope of the project and how to fund this project. Potential grant funds or $400K from Lawler. The next TAP would be in 2027 and the project would not be built until 2029.

Wesley Chapel Culvert Project

Mayor Katz stated that the proposed bid docs are being reviewed by NYS, ROW is completed, construction bids hopefully mid-August with contract award Nov/Dec, and project construction can't start before May 2027 due to limitations on when the Village can work in the stream.

Greg Sikorsky Park upgrade (equipment, surface, garbage cans…)

Mayor Katz reported that bid specifications are being done by the Village Engineer. The specifications will include replacement of 6 trash cans, left side remove 2 wooden kids structures, install 1 new kids structure, replace 2 picnic tables, install 2 picnic tables (1 with a shade), and right side install 1 new climbing structure. The Village's wish list is to replace the ground covering with rubber mulch, add another small climbing structure, replace benches, and replace the swing set.

Grand Park paving (and missing part of Dike)

The Village has not paid O&R as we are still following up to get Grand Park and small portion of Dike Drive completed. Waiting for a timeline from Tilcon (it was supposed to be June).

19. Village Clerk/Treasurer

Camille Guido reported that 90% of the Village taxes have been collected. There is $89,094.18 outstanding. The Village received 17 complaints last month.

20. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

AJ Ginsberg, 15 Rockingham Road was present and requested that the Village Board consider the creation of a committee to review the Building/Planning/Zoning Board processes to make the process more effective.

Yehoshua Monczyk, 43 Glenbrook Road was present and expressed his concern with his recent interaction with the Building Inspector and has requested the Village Board to take disciplinary action.

EXECUTIVE SESSION

Trustee Cherns made a motion to enter Executive Session, seconded by Trustee Schwartz.

No one was taken during Executive Session.

Trustee Schwartz made a motion to exit Executive Session, seconded by Trustee Krull.

NEW BUSINESS

ADJOURNMENT

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

Respectfully Submitted,
Camille Guido

CABLE FRANCHISE RENEWAL AGREEMENT

BY AND BETWEEN

THE VILLAGE OF WESLEY HILLS, NEW YORK

AND

VERIZON NEW YORK, INC.

Pursuant to §87(2)(c) and (d) of the New York Freedom of Information Law, Verizon New York Inc. respectfully requests that the LFA protect the confidentiality of this document and all communications related thereto by not disclosing the same to any third party. See NY CLS PUB O §§87(2)(c) and (d).

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EXHIBIT

Table of Contents to be updated with Execution Copy

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 Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the "Franchisee").

~~WHEREAS, the LFA wishes to grant Franchisee a 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, the LFA granted to Franchisee ~~is~~effective as of June 20, 2008, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the ~~process of completing the upgrading~~LFA for a term of fifteen (15) years (the "Initial Franchise");

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

WHEREAS, pursuant to and in accordance with applicable federal and state law, the ~~FTTP Network occupies~~LFA undertook a process to determine whether it should renew the ~~Public Rights-of-Way within~~Initial Franchise and the ~~LFA, and~~ terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee ~~desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area~~and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's ~~plans for its~~ Cable System ~~are~~is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, ~~the LFA has found~~ pursuant to and in accordance with applicable federal and state law, the Franchisee ~~to be financially, technically and legally qualified~~submitted to the

LFA a proposal to renew the Initial Franchise to operate ~~the~~a Cable System in the Franchise Area;

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

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest~~; 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 franchise to Franchisee, Franchisee's promise to continue 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~~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~~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~~1.3. *Basic Service:* Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

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

~~1.5~~1.5. *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

~~1.6~~1.6. *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

~~1.7~~1.7. *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

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

~~1.9~~1.9. *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

~~1.10~~1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area~~ as specified by the LFA in Exhibit C to this Agreement.~~.

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

~~1.12~~1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, 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, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

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

~~1.15~~1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

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

1.18.1. Gross Revenue includes, without limitation: all Subscriber and customer ~~revenues~~revenue 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~~Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; ~~revenues~~revenue 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) video on demand Cable Service and pay-~~-~~per-~~-~~view Cable Service; (iv) ~~revenues~~revenue from the sale or lease of access channel(s) or channel capacity; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the ~~Service~~Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the ~~Service~~Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.1. Gross Revenue shall not include:

1.16.1.1. Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; ~~revenues~~revenue 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; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, 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., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; ~~and any revenues~~any fees or charges collected from Subscribers or other third parties for any PEG grant or franchise grant payments; and

1.16.1.2. except as otherwise provided in Subsection 1.16.1, any revenue 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~~revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders~~ or any fees or charges collected from Subscribers or other third parties for any Franchise Grant payments. ~~. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment.

~~1.17~~1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(~~20~~24), as amended.

~~1.18~~1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

~~1.19~~1.19. *Local ~~Franchise~~Franchising Authority (LFA)*: The Village of Wesley Hills, New York, or the lawful successor, transferee, or assignee thereof.

~~1.20~~1.20. *Non-Cable Services*: Any service that does not constitute the provision of ~~Video Programming directly to multiple Subscribers in the Franchise Area~~Cable Service including, but not limited to, Information Services and Telecommunications Services.

~~1.21 *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.~~

~~1.22~~1.21. *NY PSC:* The New York Public Service Commission.

~~1.23~~1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

~~1.24~~1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

~~1.25~~1.25. *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.

~~1.26~~1.26. *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~~non-wire communications or broadcast services.

~~1.27 *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.~~

~~1.28~~1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

~~1.29~~1.28. *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(~~46~~53), as amended.

~~1.30~~1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

~~1.31~~ *Transfer of the Franchise*:

~~1.31.1~~ Any transaction in which:

~~1.31.1.1~~ a fifty percent (50%) ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

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

~~1.31.2~~1.30. However, notwithstanding ~~Sub-subsections 1.34.1.1 and 1.34.1.2 above~~the foregoing, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

~~1.32~~1.31. *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.

1.32. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

~~2.1~~2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

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

~~2.3~~2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues ~~a certificate of confirmation~~an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ~~fifteen (15~~five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Section 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

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

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

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

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

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

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

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

~~2.4~~2.6. *Grant Not Exclusive:* ~~-~~ The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

~~2.5~~2.7. *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~~2.8. *No Waiver*:

~~2.6.1~~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.

~~2.6.2~~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~~2.9. *Construction of Agreement:*

~~2.7.1~~2.9.1. 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.

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

~~2.8~~2.10. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the 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.

~~2.9~~2.11. *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~~2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that ~~Subscriber's~~Subscriber premises are restored to ~~their~~ pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

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

3. **PROVISION OF CABLE SERVICE**

~~3.1~~3.1. *~~Service~~Franchise Area*:

~~3.1.1~~3.1.1. *~~Service~~Franchise Area*: Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to ~~significant numbers of Subscribers within~~all residential ~~areas~~households of the ~~Service~~Franchise Area and may make Cable Service available to businesses in the ~~Service~~Franchise Area, ~~within twelve (12) months and shall offer Cable Service to all residential areas of the Service Area within five (5) years, of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law,~~ 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~~Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments~~ or~~, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments~~ or~~, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis~~;~~, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential ~~household~~dwelling unit density does not meet the density and other requirements set forth in ~~Sub-~~Subsection 3.1.1.1. and Section 3.2; (H) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (I) for Subscribers who fail to abide by Franchisee's terms and conditions of service.

~~3.1.1.1~~3.1.1.1. *Density Requirement:* Subject to Subsection 3.1.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the ~~Service~~Franchise Area where the average density as of the Effective Date is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. ~~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 3.1.1 respectively, 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~~3.1.2. *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~~Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed 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.

~~3.3~~3.2. ~~*Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service~~*Cable Service to Public Buildings.* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, within a reasonable period of time following the Effective Date, the Franchisee may provide written notice to the LFA regarding the manner and process by which the Franchisee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under the franchise agreement. Subject to Section 3.1, if requested in writing by the LFA and within sixty (60) days following such request, Franchisee shall provide, within the Franchise Area, one service outlet activated for Basic Service to each public school and 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~~**.** Franchisee may charge for such Basic Service in accordance with applicable law, which as of the Effective Date is Franchisee's marginal cost of providing such service. If it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred

(500) feet, or of releasing Franchisee from the obligation to provide service to such 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 five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed~~.~~, unless Franchisee charges marginal cost. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. ~~–~~Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

~~3.4~~3.3. *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~~4.1. *Quality of Materials and Work:* ~~–~~Franchisee shall ~~construct~~operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

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

~~4.2.1 The System shall~~ be ~~designed and~~ operated ~~with an initial analog and digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.~~

~~4.2.2~~4.2. ~~The System shall be designed to be~~as an active two-way plant for ~~subscriber~~Subscriber interaction, if any, required for the selection or use of Cable Service using sufficient bandwidth with an initial digital carrier passband between 50 and 860 MHz and/or industry standard Open Systems Interconnection (OSI) model elements.

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

~~4.4~~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~~applicable state and ~~regulations and the current New York~~local EAS ~~Plan~~Plans, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

~~5.1~~5.1. *PEG Set Aside:*

~~5.1.1~~5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Access Channels").

~~5.1.2~~5.1.2. ~~The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in **Exhibit C** attached hereto.~~ The LFA hereby authorizes Franchisee to transmit ~~such~~PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

~~5.1.3~~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~~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 *Franchise Grant:* Franchisee shall provide to the LFA a grant (the "Franchise Grant") in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), payable within sixty (60) days after the Effective Date.~~

~~5.4~~5.3. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover ~~the cost of the Franchise Grant and its~~from Subscribers any costs arising from the provision of PEG Access Channel services ~~from Subscribers~~ 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.

5.4. *No PEG Access Designee Rights*: The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. **FRANCHISE FEES**

~~6.1~~6.1. *Payment to LFA:* 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 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~~6.2. *Supporting Information:*~~—~~ Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

~~6.3~~6.3. *Limitation on Franchise Fee Actions*: The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Article 7.

~~6.4~~6.4. *Bundled Services*: If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the ~~Franchise Fee~~calculation of Gross Revenue shall be ~~applied~~adjusted, if needed, to include only ~~to~~ the value of the Cable Services billed to Subscribers, 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~~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~~during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. ~~Such books and records shall be made available upon reasonable notice at a location mutually agreeable to both parties. Such notice of the desire to inspect books and records~~Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than ~~six (6~~three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the ~~Service~~Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

~~7.2.1~~7.2.1. Records of all written complaints for a period of ~~six (6~~three (3) 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~~7.2.2. Records of outages for a period of ~~six (6~~three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

~~7.2.3~~7.2.3. Records of service calls for repair and maintenance for a period of ~~six (6~~three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

~~7.2.4~~7.2.4. Records of installation/reconnection and requests for service extension for a period of ~~six (6~~three (3) 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~~7.2.5. A map showing the area of coverage for the provisioning of Cable Services~~ and estimated timetable to commence providing Cable Service~~.

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

8. **INSURANCE AND INDEMNIFICATION**

~~8.1~~8.1. *Insurance*:

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

~~8.1.1.1~~8.1.1.1. Commercial General Liability Insurance in the amount of ~~five hundred thousand ($500~~eleven million dollars ($11,000~~) combined single limit~~,000) per occurrence for property damage and bodily injury and eleven million dollars ($11,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

~~8.1.1.2~~8.1.1.2. Automobile Liability Insurance in the amount of ~~five hundred thousand ($500,000~~eleven million dollars ($11,000,000) combined single limit each accident for bodily injury and property damage coverage.

~~8.1.1.3~~ 8.1.1.3. Workers' Compensation Insurance meeting ~~all legal~~the statutory requirements of the State of New York~~.~~

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

~~8.1.1.5 Excess liability or umbrella coverage, in excess of the policies and 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~~8.1.2. The LFA shall be ~~designated~~included as an additional insured as their interests may appear under ~~each of~~this Franchise on the ~~insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's~~Commercial General Liability Insurance and Automobile Liability Insurance~~, and excess liability or umbrella coverage~~ required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

~~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~~8.1.4. ~~Each of the required insurance policies shall be with sureties~~insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better ~~rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition~~.

~~8.1.5~~8.1.5. ~~Within sixty (60) days of the Effective Date, and thereafter upon~~Upon written request**,** Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

~~8.2~~8.2. *Indemnification*:

~~8.2.1~~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~~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~~1.1.1 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~~8.2.3. 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.

9. **TRANSFER OF THE FRANCHISE**

~~9.1~~*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 shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under ~~Section 1.31~~the definition of Transfer of the Franchise above.

10. **RENEWAL OF FRANCHISE**

~~10.1~~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~~12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

~~10.2~~10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, 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~~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~~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 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

~~11.2~~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 projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

~~11.3~~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 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~~shall specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

~~11.4~~11.5. *Enforcement*: Subject to Section 12.~~11~~12 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~~11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

~~11.4.2~~11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

~~11.4.3~~11.5.3. 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~~11.6. *Revocation*: Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in

Section 11.3, 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~~11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing at the expense of the Franchisee.

~~11.5.2~~11.6.2. Following the second public 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 determine (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~~11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

~~11.6~~11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, the parties agree that if Franchisee invokes Section 2.4 of the Franchise (*Termination Generally*) and a timely written termination notice is provided, the LFA's prior written consent is considered granted.

12. **MISCELLANEOUS PROVISIONS**

~~12.1~~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~~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~~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~~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. 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. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

~~12.5~~12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

~~12.5.1~~Notices to Franchisee shall be ~~mailed~~ to:

Verizon ~~New York Inc.~~
~~Jack White, Senior Vice President and General Counsel~~
~~Verizon Telecom~~
~~One~~
1 Verizon Way
~~Room VC43E010~~

Basking Ridge, NJ 07920~~-1097~~
Attention: Sarah E. Lyzak, VP and Deputy General Counsel

With a copy to:

Verizon
111 Main Street
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

~~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

~~12.6~~12.7. *Entire Agreement*: This Franchise and the ~~Exhibits~~Exhibit 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~~12.8. *Amendments and Modifications*: Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

~~12.8~~12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

~~12.9~~12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

~~12.10~~12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

~~12.11~~12.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

~~12.12~~12.13. *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

~~12.13~~12.14. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

~~12.14~~12.15. *Publishing Information:*~~-~~ LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

~~12.15~~12.16. *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, or sex.

~~12.16~~12.17. *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.

~~12.16.1 The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week. Franchisee representatives trained and qualified to respond to other inquiries must be available at least forty-five (45) hours per week, which, in accordance with Sections 890.61 and 890.90 of NY PSC rules and regulations, includes some evening hours at least one night per week and/or some weekend hours. Franchisee representatives shall identify themselves by name when answering this number.~~

~~12.16.2 *Business Office:* Franchisee shall locate a staffed local office in Rockland County by March 31, 2008.~~

~~12.17 *Identification of Franchisee's Employees, Vehicles & 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 such 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.~~

~~12.18 *Performance Review*: The LFA may, at its discretion but not more than once every three years, 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 the Franchisee's 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.~~

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

1.3 *Performance Review:* The LFA may conduct a review related to Franchisee's performance of its obligations under this Agreement no more than once every three (3) years during the term. Any performance review shall be initiated through written notice to Franchisee by the LFA and the LFA or consultant employed by the LFA shall submit its complete request for records within one (1) month of the LFA providing written notice of a performance review. Subject to the confidentiality provisions of Section 7.1 and execution of a non-disclosure agreement with a consultant directly employed by the LFA, all records necessary for any such performance review shall be made available by Franchisee to the LFA or its consultant for inspection at an office of Franchisee during Franchisee's regular business hours.

~~12.19~~12.18. *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~~12.19. *LFA Official*: The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

~~12.21~~12.20. *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.

~~[Signatures on Following Page]~~

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

[Signature Page Follows]

AGREED TO THIS _____ DAY OF _____________, ~~2008~~2026.

LFA:

VILLAGE OF WESLEY HILLS

By: _______________________________________
~~Town Supervisor~~ Marshall Katz, Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

____

By: ____
Eugene B. Barrins, ~~Verizon New York Inc.~~

~~By: _______________________________________~~
~~Tracey Edwards~~
Vice President

~~**EXHIBITS**~~

~~Exhibit A: Municipal Buildings to be Provided Free Cable Service~~

~~Exhibit B: Service Area~~

~~Exhibit C: PEG Channels~~

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED ~~FREE~~ CABLE SERVICE SUBJECT TO SECTION 3.3

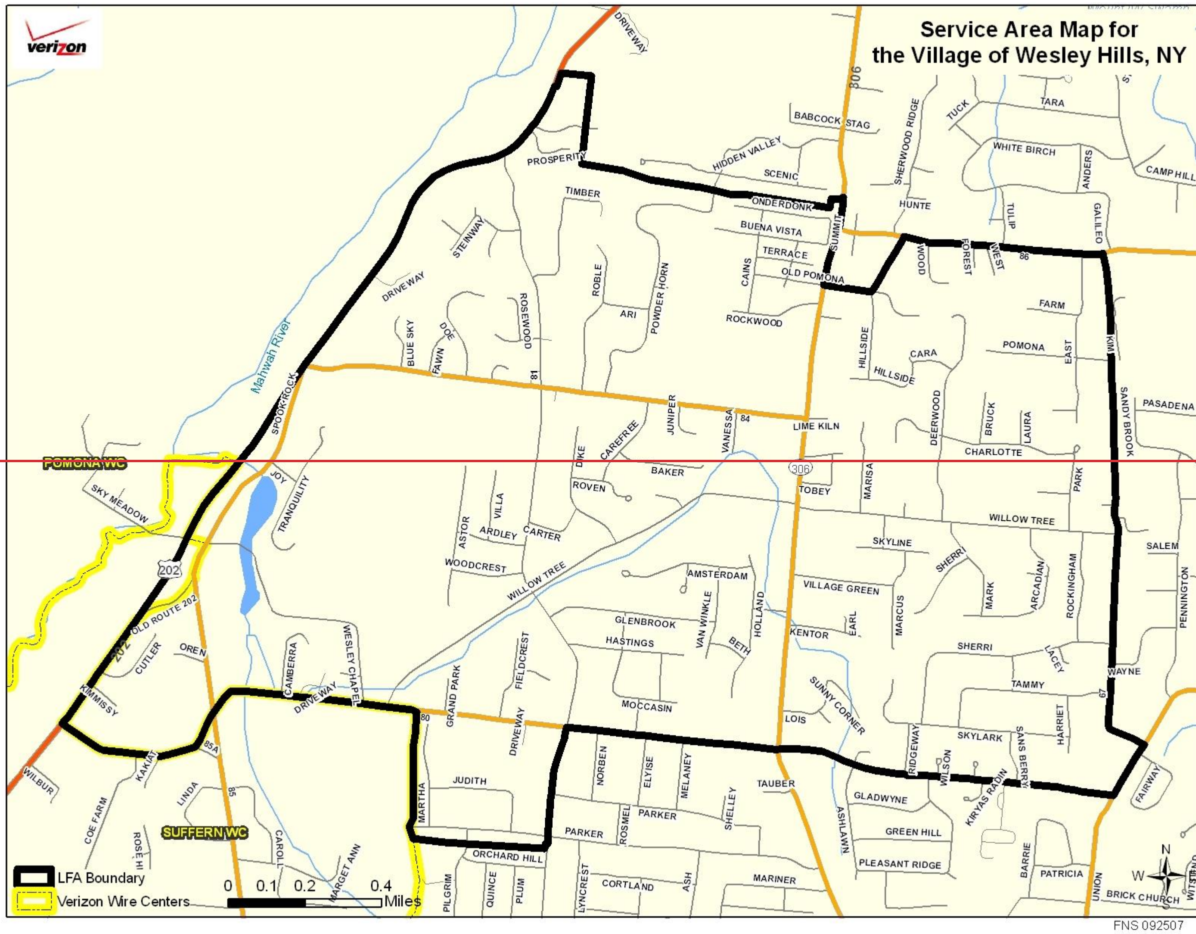
Facility	Address	Municipality	State	Zip
Village Hall	432 Route 306	Monsey	NY	10952
Grandview Elementary School	151 Grandview Ave	Monsey	NY	10952
Lime Kiln Middle School	35 Lime Kiln Rd	Suffern	NY	10901
Yeshivas Ohr Reuven School	259 Grandview Ave	Suffern	NY	10901

~~EXHIBIT B~~

~~SERVICE AREA~~

~~The Service Area shall be the Franchise Area. A map of the Service Area is attached hereto.~~

~~The construction of the Franchisee's FTTP Network has been completed to approximately 32% of the current households in the Franchise Area. At present, Franchisee's anticipated schedule (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this Franchise) calls for 87% deployment at 6 months, 90% deployment at 12 months, 91% deployment at 18 months, 92% deployment at 24 months, 93% deployment at 30 months, 95% deployment at 36 months, 96% deployment at 42 months, 97% deployment at 48 months, 98% deployment at 54 months, and 100% deployment at 60 months . This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.~~


verizon
Service Area Map for
the Village of Wesley Hills, NY
LFA Boundary
Verizon Wire Centers
0 0.1 0.2 0.4 Miles
POMONA WC
SUFFERN WC
Mahwah River
306
202
OLD ROUTE 202
PROSPERITY
TIMBER
HIDDEN VALLEY
SCENIC
ONDERDONK
SUMMIT
BUENA VISTA
TERRACE
OLD POMONA
ROCKWOOD
BABCOCK
STAG
SHERWOOD RIDGE
TUCK
TARA
WHITE BIRCH
ANDERS
CAMP HILL
HUNTE
TULIP
GALILEO
WOOD
FOREST
WEST
FARM
POMONA
EAST
KIM
HILLSIDE
CARA
DEERWOOD
BRUCK
LAURA
CHARLOTTE
SANDY BROOK
PASADENA
LIME KILN
STEINWAY
DRIVEWAY
ROSEWOOD
ROBLE
POWDER HORN
ARI
CAINS
BLUE SKY
DOE
FAWN
SPOOK ROCK
JUNIPER
VANESSA
CAREFREE
DIKE
BAKER
ROVEN
TOBEY
MARISA
PARK
WILLOW TREE
SKYLINE
SHERRI
SALEM
SKY MEADOW
JOY
TRANQUILITY
ASTOR
VILLA
ARDLEY
CARTER
WOODCREST
AMSTERDAM
VILLAGE GREEN
MARK
ARCADIAN
ROCKINGHAM
PENNINGTON
GLENBROOK
HASTINGS
VAN WINKLE
HOLLAND
BETH
KENTOR
EARL
MARCUS
LACEY
WAYNE
TAMMY
CUTLER
OREN
CAMBERRA
WESLEY CHAPEL
FIELDCREST
GRAND PARK
MOCCASIN
SUNNY CORNER
LOIS
KIMMISSY
KAKIAT
WILBUR
SKYLARK
HARRIET
SANS BERRY
RIDGEWAY
WILSON
KIRYAS RADIN
FAIRWAY
JUDITH
NORBEN
ELYISE
MELANEY
SHELLEY
TAUBER
ASHLAWN
GLADWYNE
GREEN HILL
PLEASANT RIDGE
LINDA
COE FARM
ROSE HI
CAROL
MARGET ANN
MARTHA
PARKER
ROSMEL
ORCHARD HILL
PILGRIM
QUINCE
PLUM
LYNCREST
CORTLAND
ASH
MARINER
BARRIE
PATRICIA
UNION
BRICK CHURCH
WITSEND
FNS 092507

~~EXHIBIT C~~

~~PEG CHANNELS~~

~~The Franchisee shall furnish PEG Access Channels to the LFA in accordance with the Cable Law.~~