

**HAVERSTRAW TOWN BOARD
JUNE 10, 2025**

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN KIRSCHKEL, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF MAY 27, 2025.

4. PAYMENT OF BILLS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

5. ACCEPTANCE OF REPORTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF MAY 2025.

6. PUBLIC HEARING - FOR THE APPROVAL OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN VERIZON NEW YORK INC. AND THE TOWN OF HAVERSTRAW

THIS HEARING IS BEING HELD TO DISCUSS THE APPROVAL OF A CABLE FRANCHISE RENEWAL AGREEMENT BETWEEN VERIZON NEW YORK INC. AND THE TOWN OF HAVERSTRAW.

**TOWN CLERK READ PROOF OF PUBLICATION
PRESENTATION BY HOWARD T. PHILLIPS, JR., SUPERVISOR
BOARD MEMBERS
PUBLIC PARTICIPATION
CLOSE HEARING
ADOPT RESOLUTION**

7. RENEWAL OF CABLE TELEVISION FRANCHISE WITH VERIZON NEW YORK, INC.

THE BOARD REVIEWED INFORMATION CONCERNING THE UPCOMING RENEWAL OF THE CABLE TELEVISION FRANCHISE WITH VERIZON NEW YORK, INC. UPON MOTION OF _____, SECONDED BY _____, AND UNANIMOUSLY APPROVED, THE FOLLOWING RESOLUTION WAS ADOPTED:

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW (THE “TOWN”) HEREBY AUTHORIZES AT LEAST A QUORUM OF THE TOWN BOARD TO ATTEND A PUBLIC HEARING WITH RESPECT TO THE RENEWAL OF THE TOWN’S CABLE TELEVISION FRANCHISE WITH VERIZON NEW YORK, INC. (“VERIZON”); AND IT IS FURTHER

RESOLVED, THAT THE TOWN SHALL WORK COOPERATIVELY WITH VERIZON NEW YORK, INC. TO SCHEDULE A CONVENIENT DATE, TIME AND PLACE TO HOLD SAID PUBLIC HEARING IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW; AND IT IS FURTHER

RESOLVED, THAT AFTER THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING IS MUTUALLY ESTABLISHED, THE TOWN WILL CAUSE PROPER NOTICE OF SUCH HEARING TO BE GIVEN IN THE TOWN'S OFFICIAL NEWSPAPER AND OTHERWISE AS REQUIRED BY LAW, AND IT IS FURTHER

RESOLVED, THAT THE AGENDA FOR THE AFORESAID PUBLIC HEARING SHALL INCLUDE THE REVIEW AND CONSIDERATION BY THE TOWN OF A FRANCHISE RENEWAL AGREEMENT WITH VERIZON, AS THE "LOCAL FRANCHISING AUTHORITY" UNDER TITLE VI OF THE FEDERAL COMMUNICATIONS ACT AND AS A FRANCHISING MUNICIPALITY UNDER TITLE 16, §§890-899 OF THE NEW YORK PUBLIC SERVICE COMMISSION REGULATIONS.

THE VOTE ON THIS RESOLUTION WAS:

**ADOPTED ON_____ BY THE TOWN BOARD OF THE TOWN OF HAVERSTRAW
HAVERSTRAW TOWN BOARD**

8. AWARD OF BID - TOWN OF HAVERSTRAW BID NO. 5- 2025 – BUS TRANSPORTATION FOR SUMMER RECREATION PROGRAM – 2025

RESOLVED, THAT UPON THE RECOMMENDATION OF PHILIP G. REICHERTER, DIRECTOR OF THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR THE BUS TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM 2025 TO FIRST STUDENT INC. OF CINCINNATI, OHIO, THE SOLE BIDDER, AT DAILY BUS ROUTES OF \$419.97 PER BUS PER DAY AND SPECIAL TRIPS AS MENTIONED IN THE BID SPECIFICATIONS.

9. AWARD OF RFQ NO. 14 - 2025 – PURCHASE OF MURIATIC ACID TO BE USED AT BOWLINE POINT PARK

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE REQUESTED AND TWO (2) RFQS WERE SUBMITTED TO DIRECTOR OF PARKS JOHN FRIZALONE FOR MURIATIC ACID TO BE USED AT BOWLINE POINT PARK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO SLACK CHEMICAL COMPANY, INC. OF CARTHAGE, NEW YORK AT A COST OF \$3.29 PER GALLON, THE LOWEST QUOTE.

10. RELEASE OF PERFORMANCE BOND FOR DSB REALTY ASSOCIATES, LLC (NORTH SECTION) TAX LOT 20.16-2-6

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF TOWN OF HAVERSTRAW CONSULTING ENGINEER GLENN MCCREEDY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR TAX LOT 20.16-2-6 TO DSB REALTY ASSOCIATES, LLC (NORTH SECTION) IN THE SUM OF \$100,000.

11. SPONSORSHIP FOR QUISQUEYA SPORTS CLUB

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO QUISQUEYA SPORTS CLUB IN THE AMOUNT OF \$1,000.00.

12. AGREEMENT BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE A COST REIMBURSEMENT AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION WESTCHESTER COUNTY SAFE STREETS TASK FORCE (SSTF) AND THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AS AN ANNEX TO THE FBI WESTCHESTER COUNTY SAFE STREETS TASK FORCE MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 11, 2024.

13. DECLARATION OF LEAD AGENCY - QUAKER ROAD PROJECT

WHEREAS, THE TOWN OF HAVERSTRAW ("TOWN") PROPOSES CERTAIN IMPROVEMENTS TO QUAKER ROAD NEAR THE INTERSECTION WITH THE ACCESS ROAD TO THE PALISADES INTERSTATE PARKWAY, INCLUDING WIDENING AND REPAVING QUAKER ROAD AND INSTALLING 1,200 FEET OF CURBING AND SIDEWALK ON THE SOUTH-BOUND LANE OF QUAKER ROAD AND THE PALISADES INTERSTATE PARKWAY ACCESS RAMP SERVICE ROAD ("PROPOSED ACTION"); AND

WHEREAS, WHERE THE PROPOSED ACTION WILL BE TAKEN, QUAKER ROAD IS PARTIALLY WITHIN THE VILLAGE OF POMONA; AND

WHEREAS, THE PROPOSED ACTION REQUIRES REVIEW UNDER THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AS SET FORTH IN 6 NYCRR PART 617 AND IS AN UNLISTED ACTION; AND

WHEREAS, THE TOWN OF HAVERSTRAW TOWN BOARD ("TOWN BOARD") IS AN INVOLVED AGENCY AS IT WILL HAVE TO FUND AND DIRECTLY UNDERTAKE THE PROPOSED ACTION; AND

WHEREAS, THE TOWN BOARD, BY ITS PLANNER, HAS PREPARED A SHORT ENVIRONMENTAL ASSESSMENT FORM, PART 1 DATED JANUARY 6, 2025; AND

NOW THEREFORE

BE IT RESOLVED, THE TOWN BOARD DECLARES ITS INTENT TO SERVE AS LEAD AGENCY FOR A COORDINATED REVIEW OF THE PROPOSED ACTION UNDER SEQRA; AND

BE IT FURTHER RESOLVED, THE TOWN BOARD DIRECTS TOWN STAFF TO CIRCULATE THIS RESOLUTION, THE SHORT ENVIRONMENTAL ASSESSMENT FORM, PART 1 AND ANY OTHER AVAILABLE AND APPLICABLE DOCUMENTATION TO ALL INVOLVED AND INTERESTED AGENCIES.

14. AGREEMENT WITH HEALY BROTHERS CHEVROLET AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF HEALY BROTHERS CHEVROLET OF NEW HAMPTON, NEW YORK TO REPLACE THE ENGINE ON A 2016 CHEVROLET TAHOE FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT THROUGH NY OGS CONTRACT NUMBER PC69421 AT A COST OF \$7,685.25.

Cable Franchise Renewal Agreement

by and between

The Town of Haverstraw, NY

and

Verizon New York Inc.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3. PROVISION OF CABLE SERVICE	9
4. SYSTEM FACILITIES	11
5. PEG SERVICES	11
6. FRANCHISE FEES	13
7. REPORTS AND RECORDS	13
8. INSURANCE AND INDEMNIFICATION	15
9. TRANSFER OF THE FRANCHISE	16
10. RENEWAL OF FRANCHISE.....	16
11. ENFORCEMENT AND TERMINATION OF FRANCHISE	17
12. MISCELLANEOUS PROVISIONS.....	19

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Haverstraw, 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 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 effective as of June 22, 2007, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the 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 Telecommunication Services facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

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

WHEREAS, the LFA has examined the past performance of Franchisee and has 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 Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

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

WHEREAS, following good faith negotiations between the parties, the Local 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.

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 Area pursuant to and consistent with the Cable Law, pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

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

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

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

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

1.10. *Educational Access Channel*: 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.

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

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, 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. *Franchise Area*: The incorporated area (entire existing territorial limits of the LFA, and such additional areas as may be annexed or acquired, but not including any portion of an incorporated village or city located wholly or partially within the territorial limits of the LFA.

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

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

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

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer 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 Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; 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) revenue from the sale or lease of access channel(s) or channel capacity; (iv) video-on-demand Cable Service and pay-per-view Cable Service; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such

as “home shopping” or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee’s Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.1.1. Gross Revenue shall not include: Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; 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, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG Grant payments.

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 revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing within ninety (90) days following the date of issuance of an order from the NY PSC approving such amendment.

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

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

1.19. *Local Franchising Authority (LFA)*: The Town of Haverstraw, New York, or the lawful successor, transferee, or assignee thereof.

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

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

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

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. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the

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

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

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

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

1.30. *Transfer of the Franchise*: Any transaction in which: 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 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. However, notwithstanding 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.

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

2.2. *The FTTP Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's

police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of 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.

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

2.7. *Franchise Subject to 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.

2.8. *No Waiver:*

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

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

2.9. *Construction of Agreement:*

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

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

2.9.3. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be

in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.9.4. 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.

2.10. *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.

2.11. *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.

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

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

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:*

3.1.1. *Franchise Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for

periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in 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. *Density Requirement:* Subject to Subsection 3.1.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the 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.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the 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. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such cost shall be submitted to said Subscriber, in writing, before installation is begun.

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

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

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

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

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

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

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall 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. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change 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 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. 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. *PEG Grant:*

5.2.1. Franchisee shall provide to the LFA a grant in support of the production of local PEG Access Channel programming in the total amount of Four Thousand Dollars (\$4,000.00) payable within sixty (60) days of the Effective Date (the “PEG Grant”).

5.2.2. The PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA and/or PEG Access Designee, as determined by the LFA, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.2.3. The LFA shall provide Franchisee with a complete accounting annually of the distribution of PEG Grant funds paid to the LFA pursuant to this Section.

5.3. *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.

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

5.5. *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. *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. Late payments for Franchise Fees shall be subject to interest charges computed from the due date, at the then-current rate set forth in Section 5004 of Article 50 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) during the period such unpaid amount is owed.

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. *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 Section 7.

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 calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders.

7. **REPORTS AND RECORDS**

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. Subject to the requirements of the New York Freedom of

Information Law ("FOIL"), the LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2) (d) of the New York Public Officers Law and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request. If LFA determines in good faith that public disclosure of the requested information is required under FOIL, LFA shall so notify Franchisee and, before making disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

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

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

7.2.4. Records of installation/reconnection and requests for service extension for a period of 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. A map showing the area of coverage for the provisioning of Cable Services.

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

7.4. *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.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

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

8.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) 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. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

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

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

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

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

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

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA 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, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

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

8.2.3. The LFA shall 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

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 the definition of Transfer of the Franchise above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and

comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

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

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

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

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee 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. *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 specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

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

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

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

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

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

12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

Notices to Franchisee shall be to:

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

with a copy to:

Verizon
111 Main Street, 6th Floor
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

Notices to the LFA shall be to:

Town Clerk
Haverstraw Town Hall
One Rosman Road
Garnerville, NY 10923

with a copy to:

Town Attorney
Haverstraw Town Hall
One Rosman Road
Garnerville, NY 10923

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

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

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

12.10. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by

any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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

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

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

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

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

12.16. *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.

12.17. *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.

12.18. *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.

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

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.

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 10th DAY OF JUNE, 2025.

LFA:

TOWN OF HAVERSTRAW:

By: _____
Howard T. Phillips Jr.,
Supervisor of the Town of Haverstraw

FRANCHISEE:

VERIZON NEW YORK INC.

Approved as to form:

By: _____
Nicole D'Amour
Vice President – Northeast Field Operations

Verizon Law Department

Signature Page

Town of Haverstraw/Verizon New York Inc.
Franchise Renewal Agreement/2025



TOWN OF HAVERSTRAW

John Frizalone
Director of Parks

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
Ralph W. Kirschkel
JOHNNY ORTIZ
Councilmen

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone

Date: June 10th 2025

Re: RFQ – Muriatic Acid

Gentlemen,

I have obtained a Request for Quote (RFQ), for Muriatic Acid, at Bowline Point Park. Please be advised that Slack Chemical Company, had the lowest quote, for the amount of \$3.29 per gallon. We estimate to use approximately 8 – 55-gallon drums of Muriatic Acid for a total cost of \$2,082.60 including barrel deposit and delivery.

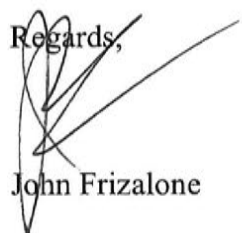
Quotes – RFQ – Muriatic Acid

- 1) Slack Chemical Co. - \$3.29 per gallon
- 2) Main Pool & Chemical Co. - \$5.95 per gallon
- 3) Wechsler Pool Supply Co.- Didn't Submit Bid

If you have any questions, or require additional information, please feel free to contact me.

Please inform me of your decision.

Regards,



John Frizalone



Slack Chemical Company., Inc

March 14, 2025

DANNY SANTANA
TOWN OF HAVERSTRAW POOL
1 ROSMAN ROAD
GARNERVILLE, NY 10923
EMAIL: dsantana@townofhaverstraw.org

Dear DANNY,

Thank you for the opportunity to quote your chemical requirements. Listed below, please see the prices quoted by Slack Chemical for your consideration.

<u>PRODUCT</u>	<u>PACKAGING</u>	<u>DELIVERED PRICE</u>
Muriatic Acid 32%	55 Gallon Drum Drum Deposit (4 Drums/Pallet)	\$3.29/Gallon \$65.00/ea.
Sodium Hypochlorite 15%	Bulk per Gallon (1,000 Gallon Minimum)	\$3.09/Gallon

Slack Chemical delivers in your area on Monday/Thursday.

A five-day lead-time is required on all orders until further notice. Delivery Charge is \$75.00 LTL (Less Than Truckload) or a \$150.00 TL (Full Truckload). A \$150.00 per hour Demurrage Charge will be applied after two hours where applicable. Minimum order for delivery is \$500.00 (product only). In the event of a refused order, a refusal fee may be applied. Pallet deposits will be \$20.00 each. **Orders received after 12:00pm (Noon) will be processed on the next business day. All Slack empties need to be wrapped and ready when driver arrives.**

Due to current market volatility, the above pricing is subject to change without notice. Please confirm pricing at the time of order. We continue to maintain ample stock levels to meet current demand. Thank you for your continued business and support.

Please feel free to call me on my cell at (315) 778-7209 or in the office at (315) 493-0430 if you have any questions.

Sincerely,

Travis Rumble
Sales Representative
TR/mo



Glenn McCreedy, P.E., C.M.E.
Stuart Strow, P.E., C.F.M.

May 29, 2025

Town of Haverstraw Building Department
One Rosman Road
Garnerville, New York 10923

Attn: Annette Hendrie – Planning and Zoning Secretary

Re: Request for Bond Release
DSB Realty Associates, LLC (North Section)
Tax Lot 20.16-2-6
CDW #THAV22-901

Ms. Hendrie,

I have reviewed the site work improvements for the aforementioned site and find them to be complete and in general conformance with the approved site plan documents.

We have no objection to the release of the Bond that has been provided by the applicant in support of the proposed improvements.

Very truly yours,

A handwritten signature in black ink, appearing to read "Glenn McCreedy", is written over the typed name and title.

Civil Design Works, LLC
Glenn McCreedy, P.E., President
Town of Haverstraw Consultant Engineer

W:\Projects\THAV\2022\THAV22-901 DSB Realty Field Review\2025-5-29 Bond.docx

received
06/09/2022

Bond No. 72456743

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS,

LLC

That DSB Realty Associates, a Limited Liability Company organized and existing under the laws of **New York** with offices at 6 Carol Ave., West Haverstraw, NY 10993 as "Owner" of the Property (as defined herein) and WESTERN SURETY COMPANY, a Corporation organized and existing under the laws of the State of South Dakota, with offices at 151 North Franklin Street, 17th Floor, Chicago, IL 60606, as "Surety", are held and firmly bound unto

the **Town of Haverstraw**, a municipal corporation with offices located at One Rosman Road, Garnerville, New York 10923, as Obligee, hereinafter called the "Town", in the amount of **One Hundred Thousand Dollars, (\$100,000.00)**

For the payment where Owner and Surety bind themselves, their heirs, executors, administrators, contractors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Owner has agreed as part of the Site Plan approval granted by the Town of Haverstraw Planning Board to Owner dated **May 12, 2021** ("Site Plan Approval") to perform site improvements at the property located at 16 Carol Ave., West Haverstraw, NY 10993 and shown on the Town of Haverstraw tax map as **20.16-2-6** (the "Property") as outlined in the plans submitted by the Owner to the Town, which plans are identified on the attached Plan List (the "Site Improvements"); and

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If said Owner and/or Surety shall promptly, faithfully, completely and accurately perform said Site Improvements to the satisfaction of the Town Building Inspector and/or Town Engineer and in compliance with all applicable laws, rules, regulations, the Plan List and the Site Plan Approval, then this obligations shall be null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of the Owner and Surety are hereto affixed this 2nd day of June, 2022.

OWNER
DSB Realty Associates LLC

By: Robert Bowman
Title: Managing Member
DSB Realty Associates, LLC

SURETY
WESTERN SURETY COMPANY

By: Stephen A Coyle
Title: Attorney-in-Fact



For Official Use Only

**FEDERAL BUREAU OF INVESTIGATION
Westchester County Safe Streets Task Force
Cost Reimbursement Agreement**

Westchester County Safe Streets Task Force File No.: 62F-NY-A3582233, 62F-NY-A3582233-CR26

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized **Westchester County Safe Streets Task Force**, as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and **Haverstraw Town Police Department**, located at 101W. Ramapo Rd, Garnerville, New York 10923, Taxpayer Identification Number: [13-6007298], and Telephone Number: [845-354-1500], that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI **Westchester County Safe Streets Task Force** Memorandum of Understanding (MOU) signed by the Town Supervisor of **Haverstraw Town Police Department** on 9/11/2024 and shall be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse **Haverstraw Town Police Department** for overtime payments made to officers assigned to and working full time on **Westchester County Safe Streets Task Force** related matters.
3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI New York Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at **Haverstraw Town Police Department** prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI **Westchester County Safe Streets Task Force** personnel for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to **Haverstraw Town Police Department** using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, **Haverstraw Town Police Department** shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of **Haverstraw Town Police Department** banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI New York Financial Liaison Specialist.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify **Haverstraw Town Police Department** of the applicable annual limits prior to October 1st of each year.
6. The number of **Haverstraw Town Police Department** deputies assigned full-time to the **Westchester County Safe Streets Task Force** and entitled to overtime reimbursement by the FBI shall be approved by the

For Official Use Only

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

FBI in advance of each fiscal year. Based on the needs of the **Westchester County Safe Streets Task Force**, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, **Haverstraw Town Police Department** shall prepare an official document setting forth the identity of each officer assigned full-time to the **Westchester County Safe Streets Task Force**, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the New York Field Office **Westchester County Safe Streets Task Force** personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the **Westchester County Safe Streets Task Force**.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of **Haverstraw Town Police Department's** participation on the **Westchester County Safe Streets Task Force**, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Special Agent in Charge
Federal Bureau of Investigation

Date: _____

Financial Liaison Specialist
Federal Bureau of Investigation

Date: _____

Town Supervisor
Haverstraw Town Police Department

Date: _____



To: Supervisor Howard T. Phillips, Jr.
Town Board Members

From: J Bart Gordon. Superintendent of Highways

Date: June 5, 2025

Re: 2016 Chevrolet Tahoe parts for repair

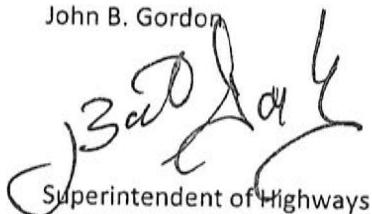
The Town Highway Department is replacing the engine on our 2016 Chevrolet Tahoe. The bid includes gaskets, belts, tensioners, and etc.

NY OGS Contract # PC69421
Healy Brothers Chevrolet
RT 17M
New Hampton, NY10958

Total Price is \$7685.25

Respectfully

John B. Gordon



Superintendent of Highways



Remit Payment to:
WS Healey Chevrolet
P.O. Box 699
Goshen, NY 10924

HUDSON VALLEY'S LARGEST DEALER

WS Healey Chevrolet

5216 Route 17M
New Hampton, NY 10958
(845) 343-1400
N.Y.S. M.V. R/S REG. NO. 2360536

Healey Kia

114 Route 17k
Newburgh, NY 12550
(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Healey Ford Lincoln

2528 Route 17M
Goshen, NY 10924
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Healey Mitsubishi

243 Dolson Avenue
Middletown, NY 10940
(845) 648-2890
N.Y.S. M.V. R/S REG. NO. 7082636

Healey Chevrolet

1960 South Road, Poughkeepsie, NY 12601
(845) 298-2001
N.Y.S. M.V. R/S REG. NO. 7025000

Healey Chrysler Dodge Jeep Ram

557 Route 52, Beacon, NY 12508
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Healey Hyundai

794 Route 52 Fishkill NY 12524
(845) 831-1990
N.Y.S. M.V. R/S REG. NO. 7074271

Healey Brothers Ford

2250 South Road, Poughkeepsie, NY 12601
(845) 831-1400
N.Y.S. M.V. R/S REG. NO. 7124996

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR/INITIAL SELLER OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	
22 MAY 25		22 MAY 25		Q237221	13:03

QUOTE

S
O
L
D

T
O

ACCOUNT NO. P170

TOWN OF HAVERSTRAW
VC.PREP
113 THIELLS MOUNT IVY RD
THIELS NY 10927

S
H
I
P

T
O

PAGE 1 OF 2

SHIP VIA		SLSM.	B/L NO.	TERMS		F.O.B. POINT	
		138643	(845) 721-7125	WCASH		MIDDLETOWN, NY	
QTY	SHIP	NO.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	19434265 0000	ED ENGINE	7561.93	7005.74	7,005.74
			CORE DEPOSIT			5000.00	5,000.00
8	8	0	12626354 3270	110E2 (S) GASKET	3.95	3.20	25.60
2	2	0	12657093 3270	209C3 (S) GASKET	19.30	15.63	31.26
10	10	0	11546600 3275	228D4 BOLT	9.33	7.56	75.60
1	1	0	15035747 3611	218H3 (S) SEAL	23.11	18.72	18.72
1	1	0	15077362 3611	218B4 (S) SEAL	21.87	17.71	17.71
6	6	0	11589264 8981	218D4 STUD	13.37	10.83	64.98
6	6	0	15032594 3613	218C3 NUT	6.67	5.40	32.40
1	1	0	12632900 3336	111B2 (S) GASKET	13.34	10.81	10.81
1	1	0	84143543 2275	128C GENERATOR	587.47	475.85	475.85
1	1	0	12658178 1066	177B)BELT KIT	94.33	76.41	76.41
1	1	0	12643517 1066	195I (S) BELT	4.50	3.64	3.64
1	1	0	12626076 1066	PB1C (S) BELT	42.14	34.13	34.13
1	1	0	12670574 1060	127D TENSIONER	86.23	69.85	69.85
1	1	0	12741061 1069	180B (S) PUMP	381.08	308.67	308.67
Part number				12741061		replaces	1268525
2016 TAHOE							
GR431684							
10-14 DAYS FOR ENGINE							
				PARTS			
				SUBLET			
				FREIGHT			
				SALES TAX			
CUSTOMER'S SIGNATURE							
X							
				TOTAL			

credit for core
**USE CAUTION
IN OPENING:**

IF CONTAINER
DAMAGED,
TORN OR
OTHERWISE
DEFACED,
PART NOT
ELIGIBLE FOR
RETURN
CREDIT.

Thank
You!



Remit Payment to:
WS Healey Chevrolet
P.O. Box 699
Goshen, NY 10924

HUDSON VALLEY'S LARGEST DEALER

WS Healey Chevrolet

5216 Route 17M
New Hampton, NY 10958
(845) 343-1400
N.Y.S. M.V. R/S REG. NO. 2360536

Healey Kia

114 Route 17k
Newburgh, NY 12550
(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Healey Ford Lincoln

2528 Route 17M
Goshen, NY 10924
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Healey Mitsubishi

243 Dolson Avenue
Middletown, NY 10940
(845) 648-2890
N.Y.S. M.V. R/S REG. NO. 7082636

Healey Chevrolet

1960 South Road, Poughkeepsie, NY 12601
(845) 298-2001
N.Y.S. M.V. R/S REG. NO. 7025000

Healey Chrysler Dodge Jeep Ram

557 Route 52, Beacon, NY 12508
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Healey Hyundai

794 Route 52 Fishkill NY 12524
(845) 831-1990
N.Y.S. M.V. R/S REG. NO. 7074271

Healey Brothers Ford

2250 South Road, Poughkeepsie, NY 12601
(845) 831-1400
N.Y.S. M.V. R/S REG. NO. 7124996

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR/INITIAL SELLER OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED 22 MAY 25	YOUR ORDER NO.	DATE SHIPPED 22 MAY 25	INVOICE DATE	INVOICE NUMBER Q237221	13:03
---------------------------	----------------	---------------------------	--------------	---------------------------	-------

****QUOTE****

S
O
L
D

T
O

ACCOUNT NO. P170
TOWN OF HAVERSTRAW
VC. PREP
113 THIELLS MOUNT IVY RD
THIELS NY 10927

S
H
I
P

T
O

PAGE 2 OF 2

SHIP VIA		SLSM. 138643	B/L NO. (845) 721-7125	TERMS WCASH	F.O.B. POINT MIDDLETOWN, NY					
QTY	QUANTITY SHIP	QTY	PART NO.	DESCRIPTION	LIST	NET				
			*** INVOICE QUOTE - DO NOT PAY ***							
USE CAUTION IN OPENING: IF CONTAINER DAMAGED, TORN OR OTHERWISE DEFACED, PART NOT ELIGIBLE FOR RETURN CREDIT. <i>Thank You!</i>										
							WS HEALEY CHEVROLET BUICK			
							5216 ROUTE 17M		PARTS 13,251.37	
							NEW HAMPTON, NY 10958		SUBLET	
							ALL CORE RETURNS MUST BE IN ORIGINAL BOXES EXCEPT FOR FASCIA CORES		FREIGHT 0.00	
CUSTOMER'S SIGNATURE		SALES TAX 0.00								
X		TOTAL		\$13,251.37						