

Cable Franchise Renewal Agreement

by and between

the Town of Orangetown

and

Verizon New York Inc.

Pursuant to §87(2)(c) and (d) of the New York Freedom of Information Law, we respectfully request 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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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Orangetown, a validly organized and existing political subdivision of the State of New York (the “Local Franchise 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 April 20, 2007, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of ten (10) 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 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 Franchise 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

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WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with the 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 (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG 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.

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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 B to this Agreement.

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, epidemics, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, 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 entire existing territorial limits of the LFA and such additional areas as may be annexed or acquired by dissolution of an incorporated village or otherwise during the term of this Franchise but not including any portion of an incorporated village 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 revenues earned or accrued net of bad debts as determined in accordance with generally accepted accounting principles, 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; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) video on demand Cable Service, including pay-per-view Cable Service; (iv) revenues 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

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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 revenues 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.

1.16.2. Gross Revenue shall not include:

1.16.2.1. revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser’s customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted 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; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way

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communication; and any other revenues 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 a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment.

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 Franchise Authority (LFA)*: The Town of Orangetown, 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.

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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*:

1.30.1. Any transaction in which:

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

1.30.1.2. 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.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *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.

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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 the 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 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 sixty (60) 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;

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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 and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state 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.

2.10. *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

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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:* Nothing in this Agreement shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police power including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable, not materially in conflict with the privileges granted in this Franchise and consistent with all applicable federal and state laws, rules, 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, 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 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 where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1. and Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1. *Density Requirement:* Subject to 3.1.1 above, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area

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where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active 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 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 costs. Such costs shall be submitted to said Subscriber in writing before installation is begun.

3.3. *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"), within a reasonable period of time following the Effective Date, the Franchisee shall provide written notice to the LFA regarding the manner and process by which the parties shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a franchise agreement. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the LFA within sixty (60) days following such ruling, Franchisee shall provide, without charge within the Franchise Area, one aerial 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 it is necessary to extend Franchisee's aerial 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 aerial 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. For underground installations, Franchisee shall charge the recipient Franchisee's actual costs. Such costs shall be

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submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. 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. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times with the requirements of Section 895.5 of the NY PSC rules and regulations.

4. **SYSTEM FACILITIES**

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

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

4.2.1. 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 to be 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 Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit such PEG 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 Channel

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provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In 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 Access Interconnection:*

5.2.1. The Franchisee shall continue to connect to equipment owned by the LFA and/or the PEG Access Designee at Tappan Zee High School, 15 Dutch Hill Road, Orangeburg, NY 10962 and Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 (the "Interconnection Sites"). The LFA or, if designated by the LFA in writing to Franchisee, the PEG Access Designee, shall be required to pay Franchisee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the LFA or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the LFA or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the LFA or PEG Access Designee; or (iv) installing any new connection if initiated by the LFA or PEG Access Designee; provided, however, that LFA and/or PEG Access Designee responsibility for the foregoing costs is subject to the LFA's express written consent, and subject further to Franchisee's prior disclosure of such costs and prior consent to same by the LFA or PEG Access Designee.

5.2.2. The demarcation point between the Franchisee's signal processing equipment (which the Franchisee shall own, install and maintain) and the LFA's PEG equipment shall be at the output of the LFA's signal processing equipment at the Interconnection Sites. The LFA and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Franchisee in baseband, SD-SDI format, or HD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the LFA or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the LFA's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The LFA and the Franchisee shall work together in good faith to resolve any connection issues. If the LFA issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Franchisee's System without Franchisee's prior written consent.

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5.2.3. If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

5.3. *PEG Grant:* **[TO BE DISCUSSED]**

5.4. *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.

5.5. *Recovery of Costs Recovery of Costs:* Consistent with applicable law, Franchisee shall be permitted to externalize, line-item, or otherwise pass-through to Subscribers the costs of the PEG Grant and other costs arising from the provision of PEG services, interconnection and any other franchise-related costs and to include such costs as separately billed line items on each Subscriber's bill.

5.6. *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 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) from the due date to the date that such payment is made.

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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. Subject to the confidentiality requirements of Section 7.1 and the audit requirements under Section 6.3 of this Franchise, the Franchisee shall be responsible for making available to the LFA for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the Franchise Area subject to the payment of Franchise Fees under this Agreement, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf.

6.3. *Audit:*

6.3.1. LFA may conduct an audit related to the Franchise Fee payments required under this Agreement no more than once every three (3) years during the term. Any audit shall be initiated through written notice to Franchisee by LFA, and LFA or auditor employed by LFA shall submit its complete request for records within one (1) month of LFA providing written notice of an audit. Subject to the confidentiality provisions of Section 7.1, and execution of a non-disclosure agreement with an auditor directly employed by LFA, all records necessary for an audit shall be made available by Franchisee to LFA or its auditor for inspection at an office of Franchisee.

6.3.2. Any such audit conducted by LFA or auditor employed by the LFA shall be completed in an expeditious and timely manner. If upon completion of the audit, LFA does not make a claim for additional payments, then LFA shall provide Franchisee with written documentation of closure of the audit.

6.3.3. If the results of an audit indicate an overpayment or underpayment of Franchise Fees, as indicated in a report to be provided by the auditor to Franchisee, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days of written notice.

6.3.4. All audits must be conducted by an independent third party that is a Certified Public Accountant.

6.3.5. LFA shall not be entitled to audit Franchisee until LFA also requires that all cable operators providing Cable Service in the Franchise Area are audited under terms that are substantially similar to the provisions of this section.

6.4. *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.

6.5. *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 Revenues shall be adjusted, if needed, to include only the value of the Cable

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Services billed to Subscribers, as reflected on the books and records of the 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 the operation of the Cable System or Franchisee's provision of Cable Service in the Franchise Area at any time during Franchisee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall make the necessary books and records available for such inspection at a mutually agreed upon location. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) 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 confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who agree to maintain the confidentiality of all such information, or only as necessary 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 unrelated to the calculation of Franchise Fees; 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 and cooperate with Franchisee to enforce the provisions of this paragraph to the fullest extent permitted by law. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. 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 five (5) 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 five (5) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

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7.2.3. Records of service calls for repair and maintenance for a period of five (5) 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 five (5) 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.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

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

8.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Commercial Automobile Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal 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: \$100,000 employee limit; \$500,000 disease-policy limit.

8.1.1.4. Excess/Umbrella coverage of two million dollars (\$2,000,000) providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required herein.

8.1.2. The LFA shall be included as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Commercial Automobile Liability policies.

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

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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-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

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

8.1.6. The policy amounts and limits required herein are not intended, and shall not be, construed to constitute a limitation on Franchisee's liability in connection with any claim, including a claim of indemnification..

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 reasonable 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 such 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, its officers, agents, employees, attorneys, consultants, independent contractors 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.

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9. TRANSFER OF 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 Section 1.30 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 informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act 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

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event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to timely 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) calendar 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

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Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

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

12. **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 subject to NY PSC rules and regulations.

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; provided, however, that in the event of a Force Majeure, the time specified for performance of Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be agreed by the LFA and Franchisee.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal

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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.

12.6.1. Notices to Franchisee shall be mailed to:

Verizon
1300 I Street NW
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

12.6.2. Notices to the LFA shall be mailed to:

Town Supervisor
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

12.6.3. with a copy to:

Town Attorney
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

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

12.8. *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

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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. *Performance Review*:

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12.18.1. The LFA may conduct a performance 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.

12.18.2. The LFA shall not be entitled to conduct a performance review of Franchisee until the LFA also requires that all cable operators providing Cable Service in the Franchise Area are subject to a performance review under terms that are substantially similar to the provisions of this article.

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

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

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

12.22 *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]

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

AGREED TO THIS ____ DAY OF _____, 2021.

LFA:

TOWN OF ORANGETOWN

By: _____

Title:

FRANCHISEE:

VERIZON NEW YORK INC.

By: _____

Title:

Approved as to Form:

Verizon Law Department

Date: _____

SIGNATURE PAGE

Orangetown/Verizon New York Inc.

Franchise Renewal Agreement/October, 2021

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service (Subject to Section 3.3)

Exhibit List

Orangetown/Verizon New York Inc.
Franchise Renewal Agreement/October, 2021

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
(Subject to Section 3.3)

Pearl River School District
District Administration Offices 845/ 620-3900
275 East Central Avenue
Pearl River, NY 10965

Evans Park Elementary School 845/ 620-3950
40 Marion Place
Pearl River, New York 10965

Franklin Avenue Elementary School 845/ 620-3965
48 Franklin Avenue
Pearl River, New York 10965

Lincoln Avenue Elementary School 845/ 620-3850
115 Lincoln Avenue
Pearl River, New York 10965

Nauraushaun School 845/ 620-3864
664 Orangeburg Road
Pearl River, New York 10965

Pearl River High School 845/ 620-3800
275 East Central Avenue
Pearl River, New York 10965

Pearl River Middle School 845/ 620-3870
520 Gilbert Avenue
Pearl River, New York 10965

So. Orangetown Central School District 845/680-1000
Central Administration
160 Wan Wyck
Blauvelt, NY 10913

Palisades Children's Enrichment Center 845/398-22
680 Oak Tree Road
Palisades, NY 10964

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

William O. Schaefer Elementary 845/ 680-1300
140 Lester Drive
Tappan, NY 10983

S. O. Early Childhood Program 845/ 680-1300
at W.O. Schaefer
140 Lester Drive
Tappan, NY 10983

Cottage Lane Elementary 845/ 680-1500
120 Cottage Lane
Blauvelt, NY 10913

Tappan Zee Elementary 845/ 680-1400
561 Route 9W
Piermont, NY 10976

South Orangetown Middle School 845/ 680-1100
160 Wan Wyck
Blauvelt, NY 10913

Tappan Zee High School 845/ 680-1600
15 Dutch Hill Road
Orangeburg, NY 10962

Blauvelt Volunteer Fire Co.
548 Western Highway
Blauvelt, NY 10913-1344

Orangeburg Fire Department
61 Dutch Hill Rd
Orangeburg, New York 10962

Orangeburg Volunteer Fire Assn.
23 Greenbush Road
Orangeburg, New York 10962

Pearl River Fire District
58 East Central Ave.
Pearl River, New York 10965

Excelsior Fire Engine Co.
1 Mike Kernan Drive
Pearl River, New York 10965

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

John Paulding Engine Co. #1

P.O. Box 164 520 Route 340
Sparkill, New York 10976

Tappan Fire Department

300 Western Highway, PO Box 525
Tappan, New York 10983

Volunteer Fire Assn. of Tappan

123 Washington Street
Tappan, New York 10983

Pearl River Alumni Ambulance Corps

3 North Main Street
Pearl River, NY 10965

Rockland Paramedic Services Medic 21

141 Blaisdell Road
Orangeburg, NY 10962

South Orangetown Ambulance Corps

70 Independence Avenue
Tappan, NY 10983

Blauvelt Free Library

86 South Western Highway
Blauvelt, New York 10913

Orangeburg Library

Old Greenbush Road
Orangeburg, New York 10962

Palisades Free Library

Closter Road
Palisades, New York 10964

Pearl River Public Library

80 Franklin Avenue
Pearl River, New York 10965

Tappan Library

93 Main Street
Tappan, New York 10983

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

Town Hall 845/ 359-5100
26 Orangeburg Road
Orangeburg, NY 10962

Orangetown Police Department 845/ 359-3700
26 Orangeburg Road
Orangeburg, NY 10962

Police Booth
East Main and East Central Avenue
Pearl River, NY 10962

Building Department 845/ 359-8410
20 Greenbush Road
Orangeburg, NY 10962

Fire Prevention Services 845/ 359-8410
20 Greenbush Road
Orangeburg, NY 10962

Highway Department 845/ 359-6500
119 Route 303
Orangeburg, NY 10962

Dept. of Environmental Management & Engineering 845/ 359-6502
(to the east of the Highway Department)
119 Route 303
Orangeburg, NY 10962

Parks & Recreation 845/ 359-6503
81 Hunt Road
Orangeburg, NY 10962

Park Maintenance 845/ 359-0669
159 Hunt Road
Orangeburg, NY 10962

Blue Hill Golf Course 845/ 735-2094
285 Blue Hill Road
Pearl River, NY 10965

Broadacres Golf Course 845/ 359-8218
140 Old Orangeburg Road
Orangeburg, NY 10962

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

Orangetown Historical Museum 845/ 735-0429
213 Blue Hill Road
Pearl River, NY

Orangetown Historical Museum
Blaisdell Road and Veterans Highway
Pearl River, NY 10965



Environmental, Planning, and Engineering Consultants

34 South Broadway
Suite 300
White Plains, NY 10601
tel: 914 949-7336
fax: 914 949-7559
www.akrf.com

January 19, 2021

Teresa M. Kenny, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Additional Services Proposal – Change Order #2

Dear Supervisor Kenny:

AKRF, Inc. (“AKRF”) together with MUD Workshop (the “Consultant Team”) are pleased to present this additional work proposal (Change Order #2) to the Town of Orangetown (the “Client”) to expand the public outreach component of the Town of Orangetown Comprehensive Plan. The specific services that the consultant shall provide are set forth in the “Scope of Services”. Compensation for the consultant’s services is in accordance with fees presented in Table 1. Services shall be provided in accordance with the terms and conditions, of AKRF’s contract with the Town of Orangetown dated May 17, 2021, as last modified by the additional work authorized for the hybrid workshop by email on September 22, 2021.

SCOPE OF SERVICES

FOCUS GROUPS

At the December 15, 2021, Comprehensive Plan Committee (CPC) meeting, the Consultant Team and the CPC discussed holding smaller targeted focus groups of 8 to 10 people to gain their feedback for the draft Comprehensive Plan. To accomplish that goal, with a list of invitees/groups provided by the CPC, the Consultant Team would prepare the focus group invitations to be circulated by the Town, develop a targeted questionnaire to be discussed with each focus group, host focus group session on Zoom, and document the focus group findings. This proposal assumes the Consultant Team would lead two focus group sessions.

ADDITIONAL IN-PERSON PUBLIC WORKSHOP AND OUTREACH

At the December 15, 2021, CPC meeting, the CPC recommended holding a third public workshop on the draft Comprehensive Plan. The Consultant Team’s executed contract includes two public workshops. As such, this proposal requests fees for one additional public workshop, at which draft recommendations of the Comprehensive Plan would be presented.

It is anticipated that this public workshop would be held in-person at Town Hall and would require up to five facilitators from the Consultant Team. The public workshop would be held on one weeknight in February or March 2022. The Consultant Team would prepare a presentation of proposed recommendations, develop workshop exercises, and prepare a summary report of findings from the workshop.

To advertise the public workshop, the Consultant Team would develop digital promotion materials with graphics and assist Town with promoting the workshop. The promotion materials would include digital and print media. At the December 15, 2021, CPC meeting, the CPC requested a town-wide postcard mailing to increase awareness and participation in the comprehensive planning process. The Consultant Team would

design the postcard and at the Town's request facilitate its printing and mailing. The promotion campaign would extend beyond the public workshop and some of the graphics could become a part of the Comprehensive Plan branding.

FEE SCHEDULE

The scope of services would be completed as presented in Table 1. Direct printing and mailing expenses would be billed at-cost in accordance with AKRF's contract with the Town of Orangetown.

Based on some initial research with printing and mailing providers, the Town could expect the range of costs for printing and mailing full color postcards to 17,711 households to be approximately \$8,850 for a 5.5" x 4.2" postcard, ~~or \$9,200 for an 8.5" x 5.5" postcard~~. If the Town has stamping/ mailing abilities in-house, the printing of 15,000 to 20,000 full color postcards would be approximately \$700 to \$1,500 (depending on size/paper quality/quantity). As indicated, if requested by the Town, AKRF could facilitate the printing/ mailing and we would bill that as a direct expense.

**Table 1
Fee for Change Order #2**

Task	Fee
Focus Group 1	\$ 3,250 ¹
Focus Group 2	\$ 3,250 ¹
Public Workshop (cost per workshop)	
<i>Develop presentation</i>	\$1,500
<i>Develop workshop exercise</i>	\$2,800
<i>Conduct workshop</i>	\$3,320
<i>Develop promotion strategy (including digital and print media)</i>	\$2,700
<i>Workshop expenses</i>	\$1,600
<i>Summary report of findings from workshop</i>	\$1,600
SUBTOTAL	\$13,520 ²
TOTAL	\$20,020 ³ \$13,520 -
Notes:	
¹ Includes \$ 2,515 for MUD Workshop	
² Includes \$11,320 for MUD Workshop.	
³ Does not include estimated printing/ mailing expenses	

If this proposal meets with your approval, please sign and return to AKRF as authorization to proceed. If you have any questions, please contact Ashley (914-922-2360 / aley@akrf.com).

Sincerely,
AKRF, Inc.

Nina Peek, AICP
Vice President, Hudson Valley Office Director

Ashley Ley, AICP
Vice President, Director of Municipal Planning Services

ACKNOWLEDGED AND ACCEPTED:

Signature: _____ **Title:** _____
For: _____ **Date:** _____

09.20.2021

PUBLIC WORKSHOPS OUTLINE

To
Comprehensive
Planning Committee
(CPC)

From
Shachi Pandey,
Metropolitan Urban
Design Workshop

CC
AKRF

Re
Public Workshops
Outline [DRAFT]

Dear Members of the CPC,

We are pleased to provide you with a draft outline and strategy for the Town of Orangetown Comprehensive Plan public workshops. This outline provides a summary description of the methods and tools that will be used to engage residents and stakeholders during the public workshops. The final details pertaining to the implementation of these strategies, including the format, agenda, promotion, and timing, will be discussed with the CPC prior to their implementation.

Please note that our contracted scope and fee include virtual public workshops. We understand the CPC may want to conduct one or both the public workshops as in-person/hybrid (combination of in-person and digital) public events. As such, we have provided an approach herein for digital workshops and included additional scope and assumptions for in-person engagement at the end of the document.

Digital Survey

The Consultant Team will prepare and circulate two digital surveys – one community survey and one for Orangetown department heads and board members as determined at the CPC kickoff meeting on 9/1/21. The survey will be hosted on Survey Monkey® for a 30-day period and will be easily accessible on desktop and smart phones. We anticipate the community survey will launch during the week September 20 to allow enough time for a discussion of preliminary results at the October 18 public workshop. The Department / Board Member survey is also expected to launch during the week of September 20.

For survey distribution, the Consultant Team will provide the CPC with a link that can be embedded on the Town's website and distributed by the CPC as an email blast using the email list maintained for the weekly newsletter and the list being currently built for the Comprehensive Plan through the sign-up feature on the Town's website.

Annual Pearl River Day [October 16, 2021]

The Consultant Team will provide the CPC with a digital copy of a graphically rich flyer, which will briefly explain the Comprehensive Plan process, provide a timeline highlighting public workshops, and a link and QR code for the public survey. The CPC can use these flyers for in-person engagement at Pearl River Day. If required, a representative from the Consultant Team can plan to be present in person for the duration of the day.

Additional fee for flyer: Nil
Additional fee for manning booth: \$1,680 (@ \$210 / hour for eight hours including travel)

AKRF Inc. / MUD Workshop

Ashley Ley, AICP
AKRF Inc. / www.akrf.com
aley@akrf.com

Shachi Pandey, AICP, LEED AP
MUD Workshop / www.mudworkshop.com
shachi@mudworkshop.com

Public Workshop 1 / Plan Vision and Goal Setting*Purpose and Format*

The first public workshop will gather information on resident's Visions and Goals for the Town of Orangetown's future. The workshop will begin with a welcome introduction, suggested to be given by the CPC, who will introduce the comprehensive planning process and the Consultant Team (5 minutes). The Consultant Team will then present a brief overview of existing conditions, and preliminary survey findings (10 minutes). The majority of Public Workshop 1 would involve the visioning exercise(s) to elicit responses regarding the future of the Town (45 minutes). At the end of the visioning exercises, the workshop will be opened for general discussions and feedback following a Town Hall Style format, where comments and questions will be invited from the participants and moderated by the Consultant Team.

Public Workshop 1 would be conducted entirely virtually via Zoom® and Miro® Boards that will allow multiple participants to provide feedback at the same time, as would have been the case in an in-person workshop.

Schedule and Timing

The Plan Vision and Goal Setting Workshop (Public Workshop 1) is scheduled for Monday, October 18, 2021 at 7pm. Given that this event will include a presentation and a workshop, it is recommended that approximately 1.5 to 2 hours be dedicated to this engagement. The agenda, existing conditions presentation and visioning exercises will be shared with the CPC on October 06, 2021 for review and discussion. Any final feedback on these materials is requested back by October 09, 2021.

Public Workshop 2 / Draft Recommendations*Purpose and Format*

The second public workshop will focus on community review of Draft Recommendations. Public Workshop 2 will be held remotely as an interactive digital workshop using Zoom® and Miro® Boards. However, if the CPC wishes to host only one in-person or hybrid meeting, we recommend Public Workshop 2 for that format.

The Consultant Team will begin the workshop by summarizing the feedback gathered through the online survey and Public Workshop 1 (15 minutes), and present preliminary draft recommendations to the community. Following the presentation, the Consultant Team will open virtual breakout rooms for discussion on specific recommendations in smaller groups. These breakout rooms can be organized as themes (e.g. transportation, planning and design guidelines etc.) or as geographies, and the Consultant Team will suggest alternatives for discussion with the CPC closer to the workshop date. In each breakout room, representatives from the Consultant

Team and the CPC will help guide the discussion with the community, including by helping the community evaluate the consistency of the recommendations and potential alternatives with the previously identified community goals, highlighting the potential trade-offs between various recommendations, and identifying short-, medium-, and long-term actions.

Schedule and Timing

The Draft Recommendations workshop is scheduled for Monday, December 06, 2021 at 7pm and is expected to require 1.5 to 2 hours. The agenda, presentation and workshop exercises will be shared with the CPC on November 24, 2021 for review and discussion on November 29, 2021.

Advertising for Public Workshops

For each community event, the Consultant Team will prepare and provide graphically rich announcement flyers for distribution by the CPC on the Town website, social media and through email blasts using the email list maintained for the weekly newsletter and the list being currently built for the Comprehensive Plan through the sign up feature on the Town's website. The Consultant Team will provide the flyer three weeks in advance of the event for CPC's review and two weeks in advance of the event for distribution. In addition, we recommend the CPC to encourage key community stakeholders to spread the word about the public workshops in their community networks. The announcements will request that people RSVP by signing up on the Town's website. We request that a RSVP list be maintained by the CPC so that the expected attendance can be determined.

Documentation of Public Workshops

The Consultant Team will summarize key findings and takeaways from each Public Workshop for CPC review. Once finalized, meeting summaries will be distributed to the CPC and the Town Board, and published on the Comprehensive Plan and Town web sites.

In the case of virtual events, and if required, the Community Workshop presentations can be recorded and provided to the CPC for posting on the Town website. The workshop itself (visioning and break out rooms) will not be recorded.

Scope and Assumptions for In-person Engagement

In the event that the CPC decides to switch to in-person events for one or both the public workshop the Consultant Team has provided a comparison of the associated costs in the table below. For all in-person events, the Consultant Team assumes that a large enough venue to host attendees at safe social distance from each other will be

provided by the CPC. In addition, the CPC will maintain a contact tracing list for all in-person attendees and provide them with Covid-19 related precautionary gear including hand sanitizers, masks, gloves etc. The Consultant Team will provide all stationary items, prints and engagement materials as well as basic packaged refreshments (water, cookies etc.)

Scope breakdown by task for each Public Workshop

Task Description	Remote [included in current contract]	In-Person	Hybrid (assumes in-person + remote meetings)
Develop workshop presentation	\$ 1,460	\$ 1,460	\$ 1,460.00
Develop workshop exercise	\$ 2,760	\$ 2,760	\$ 2,760.00
Conduct workshop (including preparatory meetings and revisions to the workshop exercises)*	\$ 2,100	\$ 4,200	\$ 5,250 (includes in-person and remote workshop)
Develop Flyers and invitations	\$ 500	\$ 500	\$ 500
Workshop expenses (including additional Jr. Staff hours to coordinate production of in-person workshop materials)	\$ 500	\$ 1,500	\$ 1,500
Summarize findings from meeting	\$ 210	\$ 210	\$ 210
Totals (per workshop)	\$ 7,320	\$ 10,630	\$ 11,680
Net Increase		\$ 3,310	\$ 4,360
* Includes AKRF Staff Hours			

Staff hourly billing rates

Principal Urban Designer and Planner: \$ 210 / hr.

Intermediate Urban Designer and Planner: \$140 / hr.

Junior Urban Designer and Planner: \$ 95 / hr.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
ROCKLAND CIDER WORKS, LLC, and
VAN HOUTEN FARM MARKET BENEFIT TRUST,

Index No.

Plaintiffs,

VERIFIED COMPLAINT

-against-

TOWN OF ORANGETOWN, TOWN OF
ORANGETOWN OFFICE OF BUILDING, ZONING,
PLANNING, ADMINISTRATION AND
ENFORCEMENT, and JANE SLAVIN in her official
capacity as Director of the Town of Orangetown Office of
Building, Zoning, Planning, Administration, and
Enforcement,

Defendants.

-----X
Plaintiffs ROCKLAND CIDER WORKS, LLC, and VAN HOUTEN FARM MARKET
BENEFIT TRUST by their attorneys Bleakley Platt & Schmidt, LLP, complaining of the
Defendants TOWN OF ORANGETOWN, TOWN OF ORANGETOWN OFFICE OF
BUILDING, ZONING, PLANNING, ADMINISTRATION AND ENFORCEMENT, and JANE
SLAVIN in her official capacity as Director of the Town of Orangetown Office of Building,
Zoning, Planning, Administration, and Enforcement, alleges, upon information and belief, as
follows:

INTRODUCTION

1. Plaintiffs Rockland Cider Works, LLC (“RCW”) and Van Houten Farm Market
Benefit Trust (collectively, “Plaintiffs”) bring this declaratory judgment action against Defendants
the Town of Orangetown (the “Town”), the Town of Orangetown Office of Building, Zoning,
Planning, Administration and Enforcement (the “Building Department”), and Jane Slavin in her
official capacity as Director of the Building Department (“Director Slavin”) (collectively, the

“Defendants”) to (1) declare that Plaintiffs’ operation of a cidery at 68 Sickletown Road, Town of Orangetown, County of Rockland, State of New York (the “Property”) is a permitted zoning-complaint, as-of-right use as an “agricultural operation” under the existing Orangetown Town Code (the “Town Code”) (Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2); and (2) vacate, annul, and declare void a Notice of Stop Work (“NSW”) issued by the Building Department under the direction of Director Slavin on or about September 15, 2021 to Darin Van Houten, a member of RCW, insofar as it improperly states that the “[o]peration of the cidery . . . is violation of our Town Code” and that “[p]ermits are required for the use of the property as a Cidery . . .” A true and correct copy of the NSW is annexed hereto as Exhibit “1.”

2. RCW is owned and managed by Darin (“Darin”) and Elisabeth Van Houten (“Elisabeth”; collectively, the “Van Houtens”) and operates a cidery business at the Property. RCW and the Van Houtens—a family who has owned, farmed, and utilized the Property for other agricultural purposes since approximately 1812—produce and sell an alcoholic cider beverage (i.e., “hard” cider) which is naturally made by fermenting juice extracted from apples grown exclusively in New York State (the “Product”) at the Property pursuant to a farm winery license issued in 2020 by the New York State Liquor Authority (the “SLA”).

3. The Property is located in an R-40 Zone District under the Town Code which allows for certain uses as of right, including undefined “commercial agricultural operation,” such as “nurseries,” which is also undefined. *See* Town Code, Chapter 43, Table of General Use Regulation, R-80 District,¹ Column 2, Item No. 2.²

¹ Although located in an R-40 zone, the same uses apply in R-40 and R-80 zones.

² Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Uses Permitted By Right, Column 2, Item No. 2, states the following: “The following *commercial agricultural operation*, provided that there shall be no greenhouse heating plant where coal is used for fuel, stables or similar animal housing or the storage of manure or other odor- or dust-producing substance or use, except spraying or dusting to protect vegetation within 200 feet of any lot line: (a) *Nurseries*, greenhouses and growing of mushrooms, provided that no smokestacks shall exceed the height regulations. (b) Orchards, truck gardening and growing of field crops and vineyards and growing of other bush or berry crops. (c) Keeping, breeding training and raising of sheep, goats, pigs and horses and rental of horses

4. Following pressure from a small group of neighbors who have complained incessantly to the Defendants about the commercial (and legal) operations of RCW at the Property, the Defendants acted *ultra vires* and contrary to law when they (1) refused to acknowledge that the use is legal and as-of-right under the current zoning law; and (2) issued the NSW to the Plaintiffs for operating the cidery at the Property (i.e., producing and selling the Product).

5. Even if the operative, undefined terms (i.e., “agricultural operation,” “nursery,” etc.) relevant to this dispute were to be deemed “ambiguous,” such ambiguity must be resolved in favor of the applicant/property owner, not the municipality. *See, e.g., Allen v. Adami*, 39 N.Y.2d 275, 277 (1976) (it is well-settled in New York that zoning laws and regulations are strictly constructed against the municipality which has enacted them and seeks to enforce them); *Inc. Vil. of Saltaire v Feustel*, 40 A.D.3d 586, 587 (2d Dep’t 2007) (finding the municipality’s code to be ambiguous as it did not define certain terms (“ordinary” or “structural”) within the code); *Town of Riverhead v. Gezari*, 63 A.D.3d 1042, 1043 (2d Dept 2009) (any ambiguity in the language and its meaning must be resolved in favor of the property owners/applicants).

6. Further, the Defendants cannot legally seek to stop Plaintiffs’ operations by way of issuing a stop work order in lieu of seeking injunctive relief in New York State Supreme Court, which the Defendants have not done. *See, e.g., Town of Brookhaven v. Mascia*, 38 A.D.3d 758, 759 (2d Dep’t 2007) (“[a] town is entitled to a permanent injunction to enforce its building and zoning laws upon demonstrating that the party sought to be enjoined is acting in violation of the applicable provisions of local law”); *see also* Town Law §§ 135, 268 (McKinney’s 2021).

7. Upon information and belief, following the issuance of the NSW, the Defendants and/or their representatives as well as other non-parties (i.e., one or more neighbors)

on lots of 10 acres or more, including accessory training tracks, and as restricted under general accessory uses.” (emphasis added).

communicated with the SLA and stated, in sum and substance, that the Defendants had issued the NSW to the Plaintiffs and that the Defendants had ordered the Plaintiffs to cease operations of the cidery at the Property.

8. Thereafter, on or about November 19, 2021, the SLA issued a Notice of Pleading to RCW/the Van Houtens, alleging that they made a “false material statement” concerning the zoning designation where the Property is located. Upon further information and belief, the SLA’s issuance of the Notice of Pleading was caused by, in whole or in part, the Defendants’ issuance of the NSW and/or other communications by the Defendants and non-parties containing legally incorrect information (e.g., that the cidery was not an as-of-right use under existing zoning law).

9. Therefore, as the Defendants cannot legally compel RCW to cease operations absent an order from the Supreme Court, and because the NSW misstates the applicable law, any adverse action taken by the SLA based on the Defendants’ issuance of the NSW and/or incorrect information provided to it by the Defendants was improper.

10. For the reasons set forth herein, Plaintiffs respectfully seek that this Court declare Plaintiffs’ cidery operations to be an as-of-right use under the existing zoning law and declare the NSW null and void.

THE PARTIES

11. At all relevant times herein, Plaintiff RCW is a domestic limited liability company, duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located at 68 Sickletown Road in the Town of Orangetown, County of Rockland, State of New York, and operator of the cidery at the Property.

12. At all relevant times herein, Van Houten Farm Market Benefit Trust is the owner of the Property, presently designated as Tax Map Section 69.19, Block 1, Lot 6.

13. At all relevant times herein, Defendant Town is the duly incorporated municipal entity having jurisdiction over all matters referenced herein within the Town of Orangetown, County of Rockland, State of New York, with an office located at 26 W. Orangeburg Road in the Town of Orangetown, County of Rockland, State of New York.

14. At all relevant times herein, Defendant Building Department was and still is the administrative and enforcement agency for the Town and coordinates the administration and enforcement of all laws of the State of New York and all local laws and ordinances of the Town of Orangetown relating to building construction, building operation, and building maintenance. *See* Town Code Section 6A-3. The Building Department further serves as the administrative and enforcement agency for and coordinator of the functions of the Town's Planning Board and other Town committees, boards, and agencies which are involved in land use issues in the Town. *Id.*

15. The Building Department's office for the conduct of business is located at 20 Greenbush Road in the Town of Orangetown, County of Rockland, State of New York.

16. At all relevant times herein, Defendant Director Slavin was and still is the Director of the Building Department for the Town. In this capacity, Director Slavin is the Town official who makes the final decision whether there a violation of state statute, Town code, or Town regulation has occurred and whether enforcement is required.

JURISDICTION AND VENUE

17. The Court has subject matter jurisdiction and may exercise personal jurisdiction over the Defendants in this matter.

18. Pursuant to CPLR Sections 504(1), venue is proper in this Court. The Town is situated and any material events took place in the County of Rockland, located within the Ninth Judicial District.

19. No prior application for this or any similar relief has been made to this or any other Court.

20. This action is timely under CPLR § 213 because it was commenced within six years of the actions taken by the Defendants.

FACTUAL ALLEGATIONS

Background of RCW

21. RCW was formed in 2019 and is owned and operated by the Van Houtens. RCW's primary business is a farm cidery located at the Property which operates alongside and in conjunction with Van Houten Farms ("VH Farms"), a successful farm nursery business which has been continuously operated by the Van Houten family at the Property since approximately 1946.

22. Since approximately 1812, the Van Houten family has utilized the Property for various farming and commercial agricultural purposes. In order to remain sustainable and viable over the decades (and centuries), the Van Houten family's commercial farming operations have evolved as needed, resulting in, upon information and belief, one of the oldest (if not the oldest) continuing and successful family-owned businesses in the Town.

23. The creation of RCW is the latest iteration of the Van Houten family's agricultural business operations at the Property as RCW produces its cider product from locally-grown, New York apples (i.e., a natural, agricultural product). RCW has worked hard to develop a marketable brand and product and its efforts have attracted a renewed interest in the Property, local agri-tourism, and the Town in general, attracting visitors interested in local family-owned farms from the greater New York metropolitan area into the Town.

Licensure of Farm Winery by New York State Liquor Authority

24. On July 2, 2019, RCW applied for an alcoholic beverage control manufacturer license with the SLA.

25. Thereafter, on or about January 14, 2020, the SLA licensing board approved the application filed by RCW and granted RCW a farm winery license for the Property effective May 18, 2020 through April 30, 2023 under serial number 2217949 and certification number 916539 (the “Liquor License”).

26. At all relevant times herein, RCW operated pursuant to its Liquor License and processed the Product made from New York grown apples for sale and consumption at the Property.

Dispute with the Town During COVID-19

27. Following the licensing by the SLA, RCW began to prepare and sell its Product, as well as other authorized alcoholic beverages under its Liquor License, at the Property.

28. In late summer to the end of 2020, during the height of the COVID-19 pandemic when Town residents were looking for activities where social distancing in an outdoor space was possible, RCW saw a dramatic increase in the number of customers visiting the Property. Within a short period of time, the Product became very popular and the Property became a destination for guests to enjoy the Product, new seating options, live music, and food, as well as the other agricultural products (i.e., plants, flowers, produce, etc.) offered by VH Farms.

29. With this boom in their business, and despite the Property being utilized by the Van Houten family for decades for commercial purposes with large numbers of guests patronizing the business on a daily basis for the better part of the past century, neighbors began to complain to the Town about the operations of RCW. Among the complaining neighbors were other Van Houten family members who reside on a portion of the Property and who are presently involved in a separate litigation with the Van Houtens concerning ownership interests in the Property.

30. Plaintiffs understood these concerns and, acting as good neighbors, made numerous attempts to address and come to a reasonable resolution of the complaints lodged by the neighbors.

However, those attempts were rebuffed as the neighbors instead chose to complain to the Town rather than working to resolve their issues directly with the Van Houtens.

31. Upon information and belief, the incessant complaints of a few neighbors with personal agendas to the Town resulted in a pattern of ongoing efforts by the Defendants to disrupt, interfere with, and topple the Plaintiffs' current and prospective business relations at the Property.

Town's Actions in Response to Neighbor Complaints and Communications with the SLA

32. Upon information and belief, the Town responded to the complaints of the neighbors by filing two separate accusatory instruments dated October 16, 2020 with the Town of Orangetown Justice Court alleging violations of the Town Code occurring on October 2 and October 10, 2020 (collectively, the "Informations") for Plaintiffs' failure to obtain permits and certificates of occupancy for the use of certain structures for its cidery operations. *See* Town Code, Chapter 43, Section 10.22 (Permits), Section 10.231 (Certificates of Occupancy). Importantly, these charges concerned structures upon the Property, not the zoning use.

33. On or about May 24, 2021, following negotiations with the Town, RCW entered a plea of guilty and paid a fine to one of the counts contained in the Information (violation of Town Code Chapter 43, Section 10.231 Certificate of Occupancy) in full satisfaction of the docket.

34. However, despite the ongoing, good-faith efforts employed by the Plaintiffs to resolve the zoning issue, the Town/Building Department filed additional charges against RCW on or about August 23, 2021, alleging violations of the same sections of the Town Code and similar facts as contained in the Informations (i.e., not zoning use).

35. In addition, upon information and belief, in or around 2021, Defendants and/or their employees or other representatives provided information to the SLA concerning RCW's operations.

36. Upon further information and belief, in or around 2021, Defendants and/or their employees or other representatives in providing said information to the SLA refused, denied, and/or failed to acknowledge that the RCW's operations upon the Property were compliant, to any extent, with the existing zoning law.

37. Upon further information and belief, Defendants and/or their employees or other representatives expressly and incorrectly stated in written or oral form to the SLA that RCW was operating illegally upon the Property and not in compliance with existing zoning law.

38. Moreover, upon information and belief, in or around 2021, non-party neighbors also provided incorrect information to the SLA concerning RCW's operations including, but not limited to, statements in written or oral form that RCW was operating illegally upon the Property and not in compliance with existing zoning law.

39. Upon further information and belief, Defendants and non-party neighbors acted in concert to provide materially and legally false information to the SLA including, but not limited to, statements in written or oral form that RCW was operating illegally upon the Property and not in compliance with existing zoning law.

RCW's Good-Faith Efforts to Fully Resolve All Zoning and Permitting Issues with the Town

40. At all relevant times herein, RCW has maintained its position that its operations at the Property were compliant with existing zoning law including, but not limited to, the statements and representations made in its application with the SLA seeking its Liquor License.

41. However, despite its position that its operations at the Property were compliant with existing zoning law, from late 2020 to present, RCW through counsel engaged with the Defendants and/or their various representatives to assist the Defendants in clarifying the Town Code and reach an agreeable resolution concerning this issue. RCW made reasonable efforts and incurred substantial costs and expenses to meet the needs and demands of the Defendants.

42. Upon direction from the Defendants, on or about April 30, 2021, RCW filed a Building Permit Application with the Building Department to address the various structures on the Property that the Defendants claimed required permits and/or certificates of occupancy.

43. Upon further direction from the Defendants, and as part of its ongoing efforts to accommodate the Defendants' requests and directives, on or about September 15, 2021, RCW filed a Verified Petition for Zoning Text Amendment (the "Petition") with the Town.³ A copy of the Petition is annexed hereto as Exhibit "2."

44. In the Petition, RCW sought to amend the current zoning law to (1) specifically define the terms "agricultural operation" and "agri-tourism" (terms which are currently undefined under existing law); (2) clarify and legalize all uses currently in operation on the Property which are consistent with agricultural operations and agri-tourism as those uses have evolved over time; and (3) to permit such uses on properties of five acres or more, including the production, consumption, and sale of cider and related products in the context of a commercial agricultural operation. *See* Exhibit "2"; *see also* Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2.

45. By letter dated November 19, 2021, issued by the County of Rockland Department of Planning (the "County Planning Department") to the Town in response to the Petition, the County Planning Department commented on the Petition stating, in pertinent part, "[w]ithin the attached proposed local law, the applicant provides definitions for 'Agricultural Operations' and 'Agri-tourism.' If the Town wishes to move forward with the proposed zoning amendment, these terms must be added to the Town's Zoning Code, as they are not currently defined. The Local Law then proposes to amend the Use Table for the R-80 zoning district by adding a tenth use -

³ Of note, the NSW was dated the same day that RCW filed its Petition.

agricultural uses and agri-tourism on properties with a minimum of 5 acres - to the column for uses permitted by right. However, agricultural operations are already permitted as the second use permitted by right in the R-80 zoning district. . .” (emphasis added).

Town Board’s Response to Petition and Setting, then Withdrawing, a Date for a Public Hearing

46. On October 26, 2021, the Van Houtens, numerous RCW/VH Farms customers from the area, and counsel for RCW spoke in favor of RCW and the Petition during the public comment portion of the Town Board’s regular meeting. Counsel for RCW requested that the Town Board schedule a public hearing and otherwise proceed with a determination on the Petition.

47. By a vote of 3 to 1, the Town Board scheduled a public hearing on the Petition for December 14, 2021. Following the recommendations of Town Attorney Robert Magrino, Esq., the Town Board further agreed that the hearing would merely begin on that date and that revisions would be made thereafter to the proposed local law to allow a “compromise” for the continuation of the business with certain regulations, including parking, music, hours of operation, etc. A part of this process would be to circulate the Petition to the various Town agencies, including the Building Department, for their input and comment.

48. During the October 26, 2021 meeting, the Town Board and Town Attorney raised the issue of whether the proposed local law attached as an exhibit to the Petition would allow RCW’s use “As of Right” or by “Special Permit.” Although the Van Houten family owned the Property for over 200 years and their use of the Property for farming and business predated the passage of the Town’s zoning laws, RCW, through counsel, advised the Town Board that RCW was amenable to revising the proposed local law to make the proposed use in the Petition by “Special Permit,” rather than “By Right,” in order to accommodate the Town’s stated desire to further regulate the operations.

49. Consistent with the statements made by the Town Board at the October 26, 2021 meeting, and following additional discussions between counsel for RCW and the Town Attorney, on November 30, 2021, RCW submitted a revised proposed local law (which was attached as Exhibit “B” to the Petition) to make “Agricultural Activities” and “Agri-tourism” uses by “Special Permit” by the Town Board. A copy of the revised local law to the Petition is annexed hereto as Exhibit “3.”

50. As per usual custom and practice, RCW and counsel anticipated that the revised proposed local law would be distributed to the Members of the Town Board, as well as any other necessary boards or agencies (as discussed on October 26, 2021), in anticipation of the public hearing scheduled to begin on December 14, 2021.

51. On Friday December 10, 2021 (four days before the scheduled public hearing), counsel for RCW was informed by the Town Attorney of the Town’s intention to adjourn the public hearing from December 14, 2021 to February 1, 2022, in order to distribute the Petition, including the revised proposed local law submitted on November 30, 2021, to the various Town boards and departments for their review and comments. Further, for the first time, RCW was advised that the Town would be seeking the input of a planner at the cost of \$3,500.

52. However, at the December 14, 2021 meeting, the Town Board removed the agenda item to adjourn the public hearing to February 1, 2022, and took no action with respect to the Petition.

53. Upon information and belief, to date, the Town has taken no further action with respect to the Petition or made further efforts to resolve this dispute.

54. Upon information and belief, the NSW remains outstanding.

55. Upon information and belief, the SLA’s charges against RCW remain pending in part due to the improper issuance of the NSW and the incorrect and misleading statements made

by the Defendants to the SLA.

AS AND FOR A FIRST CAUSE OF ACTION – DECLARATORY JUDGMENT

56. Plaintiffs repeat and reallege each and every allegation as set forth in paragraphs “1” through “55” as though set forth in full herein.

57. There currently exists a justiciable dispute and controversy between the parties as to whether Plaintiffs’ cidery operations at the Property constitute an “agricultural operation,” a term which is undefined, under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2.

58. Plaintiffs have no adequate remedy at law.

59. Plaintiffs respectfully request that the Court issue a declaration that their cidery operations constitute an as-of-right use as an “agricultural operation” under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2, and any other applicable law.

AS AND FOR A SECOND CAUSE OF ACTION – DECLARATORY JUDGMENT

60. Plaintiffs repeat and reallege each and every allegation as set forth in paragraphs “1” through “59” as though set forth in full herein.

61. There currently exists a justiciable dispute and controversy between the parties as to whether Plaintiffs’ cidery operations at the Property constitute an as-of-right use as an “agricultural operation,” a term which is undefined, under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2.

62. Defendants issued and/or caused to be issued the NSW against Plaintiffs based upon an incorrect and unlawful interpretation of the Town Code concerning the zoning use of the Property.

63. Plaintiffs have no adequate remedy at law.

64. Plaintiffs respectfully request that the Court issue a declaration that those portions of the NSW stating that Plaintiffs cannot operate a cidery under the Town Code and applicable zoning law are null and void and that Plaintiffs' cidery operations constitute an as-of-right use as an "agricultural operation" under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2, and any other applicable law.

AS AND FOR A THIRD CAUSE OF ACTION – INJUNCTIVE RELIEF

65. Plaintiffs repeat and reallege each and every allegation as set forth in paragraphs "1" through "64" as though set forth in full herein.

66. Defendants refuse and/or fail to acknowledge that Plaintiffs' cidery operations constitute an as-of-right use as an "agricultural operation" under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2, and any other applicable law.

67. Further, Defendants have acted improperly in issuing the NSW as Plaintiffs' cidery operations at the Property is a permitted use as-of-right under the Town Code and all applicable zoning laws.

68. The Defendants' refusal and/or failure to acknowledge that Plaintiffs' cidery operations constitute an as-of-right use, the Defendants' unlawful and improper issuance of the NSW, and the incorrect legal basis upon which it was issued, have caused, in whole or in part, the issuance of charges by the SLA that has threatened Plaintiffs' Liquor License, business, and caused economic harm.

69. Plaintiffs have no adequate remedy at law.

70. Plaintiffs respectfully request the Court issue a permanent and preliminary injunction rescinding and cancelling the NSW issued by the Defendants against Plaintiffs as null

and void.

WHEREFORE, Plaintiffs Rockland Cider Works, LLC, and Van Houten Farm Market Benefit Trust respectfully request the following relief:

A. A declaratory judgment entered by this Court that Plaintiffs' cidery operations constitute an as-of-right use as an "agricultural operation" under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2, and any other applicable law;

B. A declaratory judgment entered by this Court that those portions of the Notice of Stop Work issued by the Defendants stating that Plaintiffs cannot operate a cidery under the Town Code and applicable zoning law are null and void and that Plaintiffs' cidery operations constitute an as-of-right use as an "agricultural operation" under Town Code, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, Item No. 2, and any other applicable law.

C. A permanent and preliminary injunction rescinding and cancelling the Notice of Stop Work against Plaintiffs as null and void; and

D. For such other relief as to the Court may seem appropriate, together with costs and disbursements.

Dated: White Plains, New York
January 14, 2022

Yours, etc.,

BLEAKLEY PLATT & SCHMIDT, LLP

By: /s/ Lino Sciarretta

LINO SCIARRETTA

Attorneys for Plaintiff

Rockland Cider Works, LLC

One North Lexington Avenue


White Plains, NY 10601

VERIFICATION

STATE OF NEW YORK)
) S.S.:
COUNTY OF ROCKLAND)

Darin Van Houten, being duly sworn, deposes and says:

I am a member of Rockland Cider Works, LLC, and Trustee of Van Houten Farm Market Benefit Trust, Plaintiffs in this action and I have read the annexed Complaint, know the contents thereof and the same are true to the best of my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

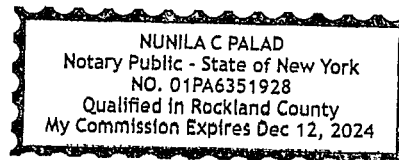


Darin Van Houten

Sworn to before me this
14th day of January, 2022.



Notary Public



DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Highbury Concrete, Inc., with a principal place of business/office located at the street address of 53-19 46th Street, Maspeth, NY 11378 (hereinafter "Private Entity"), hereby agrees, covenants, promises, represents and pledges to fully indemnify, save and hold harmless the Town of Orangetown ("Town"), its Departments, Offices, Bureaus, officials, officers, agents, employees and its Boards and members thereof ("Town employees"), from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever, in law or in equity, including an action, suit, proceeding or claim initiated by the Private Entity (hereinafter referred to as "claims"); and

the Private Entity further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

the Private Entity further agrees, covenants, promises, represents and pledges to fully reimburse, recompense and/or compensate the Town for any and all damage to the Town's property and for any and all personal injury to any of the Town's employees;

the Private Entity further agrees and understands that any persons working on this project must be paid prevailing wage in accordance with applicable law and the Private Entity agrees to comply with all State, Federal, and Local Laws with respect to wages, workers compensation insurance and all other matters related to the project.

all of the foregoing as relating to, arising out of, or occurring in connection with the following

Scope of Work for Demolition:

1. Remove and dispose of existing Miracle play unit, play equipment in 2-5 area, ramped unit 5-12 area, swing area the 5-12 Gametime unit play equipment. **Removal includes all concrete footings**
2. Remove and dispose of existing **ALL engineered wood fiber surfacing** (16,874 SF) and plastic borders (1,035 LF)
3. Remove and discard of existing asphalt paths (5,100 SF)

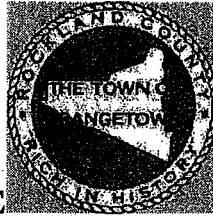
Highbury Concrete, Inc.

By: Thomas Gorman
Thomas Gorman
Title: President

Sworn to before me this 28th day
of JANUARY, 2022

Daniel T. Oswald
Notary Public

DANIEL T. OSWALD
Notary Public - State of New York
No. 01OS6383163
Commission Expires Nov. 13, 2022
QUALIFIED IN KINGS



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(DMS)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

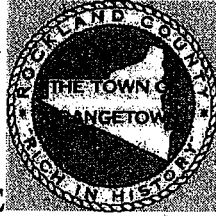
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Belleville Landscaping, Inc.
84 North Route 9W
Congers, NY 10920
Tel.: 845-268-7437

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(DM)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

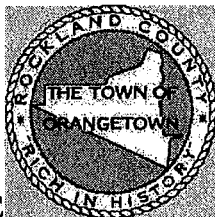
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Cioffi 1, Inc.
27 Skyline Drive
Thiells, NY 10984
Tel.: 845-429-7711

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(m-f)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

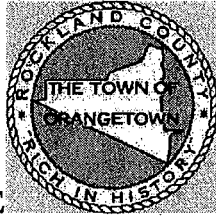
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Coppola Services, Inc.
28 Executive Parkway
Ringwood, NJ 07456
Tel.: 973-962-1890

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(MF)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Dutra Excavating, & Sewer
10 Stone Hollow Road
Montvale, NJ 07645
Tel.: 201-930-1229

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney *(MF)*

RE: Certificate of Plumbing Registration (Sewer Work) 2022

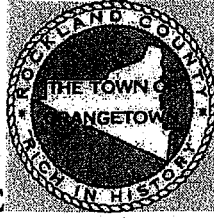
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Environmental Construction, Inc.
21 Holt Drive
Stony Point, NY 10980
Tel.: 845-429-0497

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(DM)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

First Rate Landscaping & Construction, Inc.
P.O. Box 1212
New City, NY 10956
Tel.: 845-406-5264

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022

Should you have any questions, please do not hesitate to contact this Office.

DDM/mf
encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(DM)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Innovative Excavating, Ltd.
15 Conklin Drive
Stony Point, NY 10980
Tel.: 914-447-2987

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(mf)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

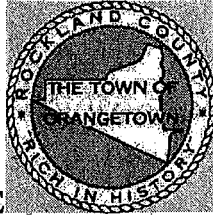
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Kevin Stokes Excavating, Inc.
52 Grotke Road
P.O. Box 812
Chestnut Ridge, NY 10977
Tel.: 845-735-4096

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 24, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney
(M.F.)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Treestone Builders Group, Inc.
110 West Crooked Hill Road
Pearl River, NY 10965
Tel.: 845-656-9400

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 1, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

**TOWN OF ORANGETOWN
ROCKLAND COUNTY, NEW YORK**

AGREEMENT between the Town Superintendent of the Town of Orangetown, Rockland County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys bonded by the Town and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of **\$1,320,000.00** shall be set aside to be expended for primary work and general repairs upon **16** miles of town highways.
2. PERMANENT IMPROVEMENTS. The attached spreadsheet contains a list of roads which will be treated in the 2022 Pavement Preservation Program.

There will be money spent on other Town Highways as needed to maintain a safe driving surface.

This agreement shall take effect when it is approved by the Town Board.

Executed in duplicate this _____ day of _____, 2022

Supervisor

Councilman

Councilman

Councilman

Councilman

Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

January 5, 2022

To: Members of the Board, Town of Orangetown

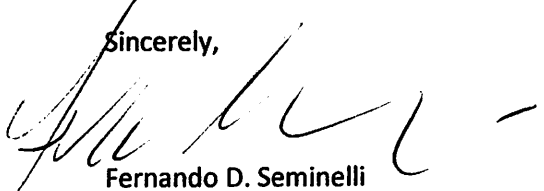
From: Fernando D. Seminelli

Re: Retirement Notice Revised*

Dear Members of the Orangetown Town Board,

At this time, I am notifying you of my intent to resign for the purpose of retirement, from my position as Plant Operator in the Orangetown Sewer Department, effective **January 28, 2022***. It has been a privilege for the past 20 years to serve the Board and the People of Orangetown.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fernando D. Seminelli', with a long horizontal flourish extending to the right.

Fernando D. Seminelli



ENGINEER III (C)

County, Town, Village, School District, Library or Special District Town of Orangetown	Department DEME	Position Title (if established) Engineer III												
This position requires: 35 Hours work per week 12 Months work per year		Rate of Pay \$ _____ Per _____												
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: center;">Persons Supervising this position</th> <th style="width:30%; text-align: center;">Title</th> <th style="width:20%; text-align: center;">(Direct, Occasional, General) Type of Supervision</th> </tr> <tr> <th style="text-align: center;">Name</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Eamon Relly, P.E.</td> <td>Commissioner DEME</td> <td>Direct</td> </tr> <tr> <td>Michael Weber</td> <td>Deputy Commissioner</td> <td>Occasional</td> </tr> </tbody> </table>			Persons Supervising this position	Title	(Direct, Occasional, General) Type of Supervision	Name			Eamon Relly, P.E.	Commissioner DEME	Direct	Michael Weber	Deputy Commissioner	Occasional
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Name														
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.													
30%	Plan and design Town public improvement projects. These projects include drainage improvements, bioretention basins/rain gardens, pumping station upgrades, sidewalks, and various wastewater treatment plant infrastructure improvements. Responsibilities in design phase include preliminary studies, creating cost estimates and bid sheets, performing engineering calculations to support the design, using AutoCAD to prepare design drawings, and preparing the contract documents and technical specifications used for public bidding.													
30%	Responsible for construction administration on Town public improvement projects. Responsibilities in the construction phase comprise of reviewing and approving specifications, shop drawings and contractor payment applications, attending meetings, performing site inspections, tracking project schedule, and completing final closeout paperwork.													
20%	Prepare technical reports for Town departments as well as those required for regulatory agencies.													
5%	Implement and maintain the Town's Geographic Information System (GIS) for sanitary and stormwater infrastructure.													
5%	Respond to public inquiries on easements, drainage, and sewer related matters.													
5%	Perform field surveying tasks for the purposes of design and/or evaluating existing conditions.													
5%	Responsible for carrying out grant required tasks and documentation for state and/or federal funded Town projects from project inception to completion.													

The above statements are accurate and complete

Signature: Joseph Mendicino

Date: 7/23/21

Attach a separate sheet, if more space is needed.

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- Repetitive and routine.
- Routine, but involves some judgment to perform the duties.
- Complex, involving decision of order, of tasks and methods.
- Difficult, involving independent decisions as to scope and planning of projects and programs.

- Is under direct supervision.
- Works according to prescribed procedure with supervision available as needed.
- Is under general supervision as exercised through reports, conferences and job inspection.
- Is subject only to policies and administrative approval.

- Requires no previous training or special knowledge.
- Requires some basic abilities or knowledges of the general work.
- Requires good knowledge of the primary work.
- Requires thorough knowledge of all phases of the work.
- Requires a particular proficiency or skill in a specialized activity.

- Exercises direct supervision.
- Supervises, as required, through review of work.
- Exercises general supervision by means of reports and conferences.
- Regularly supervises 1 to 5 employees.
- Regularly supervises 6 to 15 employees.
- Regularly supervises over 15 employees.

What minimum qualifications do you think should be required for this position?

Education: High school _____ years.
 College _____ years, with specialization in _____
 Other _____ years, with specialization in _____

Experience: (List amount and type)

Essential knowledges, skills and abilities:

Type of license or certificate required:

COMMENTS:

THIS REFLECTS A RECLASSIFICATION OF THE TITLE OF ENGINEER II, POSITION #520551

Signature of appointing officer:

Signature: [Signature] Date: 8/2/2021

CERTIFICATE OF PERSONNEL OFFICE

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County Personnel Office certifies that the appropriate civil service title for the position described is _____

ENGINEER III (COMPETITIVE)

Signature: [Signature] Date: 11/16/21
 Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY IF A NEW POSITION

The new position described by the title indicated in 8 above was established on _____ at a salary of \$ _____ or at salary grade No. _____

Signature: _____ Date: _____



DEPARTMENT OF PERSONNEL
50 Sanatorium Road, Building A
Pomona, New York 10970
Phone: (845) 364-3737 Fax: (845) 364-3738
Email: rcpersonnel@co.rockland.ny.us

Lori Gruebel
Commissioner of Personnel

12/29/2021

Teresa Kenny, Supervisor
Town of Orangetown
Orangetown Town Building
26 Orangeburg Road
Orangeburg, NY 10962

Dear Ms. Kenny:

The enclosed Certification of Eligibles is forwarded

- at the request of ____.
- as required by the Civil Service Law and Rules.

It is for use in making Permanent Contingent-Permanent Temporary appointment (s) in 1 position (s) of Engineer IV from list #21088 (PROM).

- currently vacant expected to be vacant
- provisionally filled temporarily filled
- newly established recently classified (action to establish required before making appointment.)

Any provisional or temporary employee in the position must be among the top three eligibles willing to accept appointment in order to be given a permanent or contingent-permanent appointment. If there are fewer than three eligibles willing to accept an appointment in this title, you may appoint one of the eligibles, grant another provisional appointment to an incumbent (if not barred) or provisionally appoint another qualified individual. Civil Service Law and Rules require the provisional or temporary services of the following employee (s) to be terminated in the above title no later than the date (s) shown. Any with permanent competitive class status must be returned to his/her title (see below).

<u>Name of Employee</u>	<u>Date</u>	<u>Permanent Title</u>	<u>Further Prov. Appt Barred</u>
Bruce W. Peters	3/1/2022	Engineer III	NO

The completed original copy of this Certification should be returned to this office as soon as practicable. Note detailed instructions attached. If an appointment is made of an individual named on the Certification, please submit a Data Change form or Personnel Transaction form, as appropriate, when you return the Certification.

Enclosure (s)

Certification of Eligibles

<p style="text-align: center;">LORI GRUEBEL COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 02/12/2022 and return on or before 03/14/2022</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p>TO: SUPERVISOR TERESA KENNY TOWN OF ORANGETOWN ORANGETOWN TOWN BUILDING 26 ORANGEBURG ROAD ORANGEBURG, NY 10962</p>	<p>FROM: Rockland County Department of Personnel 50 Sanatorium Road – Building A Pomona, NY 10970</p>

<p>JOB TITLE ENGINEER IV</p>	<p>LOCATION TOWN OF ORANGETOWN</p>	<p>EXAM NUMBER/PUBLIC NO 70-683/21088</p>
<p>NUMBER OF CANDIDATES 1</p>	<p>POSITIONS 1/PERM/F</p>	<p>DATE OF CERTIFICATION 12/29/2021</p>

COMPLETE CURRENT APPOINTING LIST.

#	Name and Address	Final Exam Rating	V/O Credits	Report Of Action	Type of Appt	Salary	Effect Date
1	PETERS, BRUCE 31 CREST ROAD RAMSEY, NJ 07446 201-818-2728(home) 201-669-6088(work) BPETERS151@GMAIL.COM	95.00	0.00/6.00				

Issuing Agency Signature

Appointing Agency Signature

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/27/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 2/1/2022 consists of 9 warrants for a total of \$693,754.76.

The first warrant had 39 vouchers for \$228,773 and was for utilities and had the following items of interest (2021 items).

1. State Comptroller (p6) - \$32,041 for justice fines.

The second warrant had 37 vouchers for \$70,552 and had the following items of interest (2021 items).

2. Brown & Weinraub (p2) - \$8,000 for lobbying services.
3. Hudson Valley Engineering (p4) - \$39,556 for Middletown Rd. pedestrian corridor link.

The third warrant had 18 vouchers for \$134,223 and was for utilities and the following items of interest (2021 items).

4. Brooker Engineering (p3) - \$6,138 for drainage review escrow.
5. Commissioner of Taxation & Finance (p5) - \$18,900 for workers comp board.

The fourth warrant had 9 vouchers for \$14,862 and was for utilities (2021 items).

The fifth warrant had 1 voucher for \$2,494 and was for copier agreement (2022 item).

The sixth warrant had 1 voucher for \$21,790 and was for streetlight agreement - NYPA (2022 item).

The seventh warrant had 1 vouchers for \$150 for Rockland County Commissioner of Finance (permit) (2022 items).

The eighth warrant had 8 vouchers for \$22,420 and was for 207c benefits.

The ninth warrant had 87 vouchers for \$198,488 and had the following items of interest (2022 items).

6. Atlantic Salt (p4) - \$76,510 for Highway salt purchases.
7. Cooper Tank LLC (p7) - \$5,275 for Building maintenance equipment.
8. Cotter, Michael (p8) - \$10,175 for title searches.

9. ICC CDS, LLC (p15) - \$23,117 for laserfiche storage and maintenance.
10. Northern Supply Inc. (p18) - \$5,220 for Highway equipment.
11. Ron's Quality Automotive (p24) - \$10,415 for Parks/Highway equipment repair.
12. Virtuit Systems (p30) - \$5,000 for IT support hours.
13. Visual Computer Solutions (p30) - \$5,545 for database hosting fee.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA

845-359-5100 x2204

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122321	\$ 228,773.19
	122421	\$ 70,552.33
	122521	\$ 134,223.54 Utilities, Workers Comp, Escrow Releases and misc
	123021	\$ 14,862.04
	011422	\$ 2,494.31
	011922	\$ 21,790.66
	012122	\$ 150.00
	012722	\$ 22,420.60
	020122	\$ 198,488.09
	Total	\$ 693,754.76

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny