Weekly Town Board Meeting
May 27, 2015 Town Hall 7:30 P.M.

PUBLIC HEARINGS

7:30 p.m. – Cablevision Television Franchise in the Northern area of Philipstown.
7:45 p.m. – Cablevision Television Franchise in the Southern area of Philipstown.

Immediately following:

WEEKLY TOWN BOARD MEETING

AGENDA

1. **Resolution authorizing Supervisor Shea to sign the Cablevision Franchise agreement for the Northern area of Philipstown.**

- SEQRA
- Agreement Resolution

2. **Resolution authorizing Supervisor Shea to sign the Cablevision Franchise agreement for the Southern area of Philipstown.**

- SEQRA
- Agreement Resolution

3. **Resolution referring a Local Law to amend Town Code Chapter 172 by amending Town Code Section 17-5 "existing Wood-Fired Furnaces" to impose time of operation restrictions on pre-existing Wood-Fired Furnaces to the Philipstown Planning Board and the Putnam County Division of Planning for review and comment.**

4. **Resolution referring a Local Law to amend Town Code Chapter 89" Filming" by changing the title of the chapter to "Filming, Events an Mass Gatherings" and amending the provisions of the Chapter to provide for regulation of Events and Mass Gatherings.**

5. **Resolution approving the Change Order No. 1 for the South Mountain Pass Drainage Project.**

6. **Resolution authorizing Supervisor Shea to sign the Filming Permit for Possible Productions, Inc.,**

7. **Workshop with Cold Spring Farms.**

8. **Adjournment.**

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Philipstown on the 27th day of May, 2015 at 7:30 p.m. and 7:45 p.m. respectively in connection with the proposal submitted by Cablevision Systems Corporation to renew it's Cable Television Franchise in the Northern area of Philipstown, New York and in the Southern area of Philipstown, New York. The draft of the new Franchise Agreement and all comments filed relative thereto are available for public inspection at the Office of the Town Clerk of Philipstown during Town Office Hours. Any person may file comments on the application with the Town Clerk or Cablevision of Wappingers Falls, Inc., 6 Executive Plaza, Yonkers, New York 10701.

By order of the Town Board of the Town of Philipstown

DATED: May13, 2015
Cold Spring, New York
Tina M. Merando, Town Clerk

A FRANCHISE RENEWAL AGREEMENT

between the

Town of Philipstown (South), Putnam County, State of New York

and Cablevision of Wappingers Falls, Inc.

RECEIVED 5/1/15

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A FRANCHISE RENEWAL AGREEMENT
between the
Town of Philipstown (South), Putnam County, State of New York
and
Cablevision of Wappingers Falls, Inc. ("Franchisee")

Whereas, the Town of Philipstown (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

Whereas, Cablevision of Wappingers Falls, Inc. (hereinafter referred to as "Franchisee"), or, if applicable, Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that expired on September 3, 2014 (the terms of which having remained in effect pursuant to Temporary Operating Authority granted by the New York State Public Service Commission on April 3, 2015 in Matter # 15-00787), has petitioned the Municipality for a renewal of such franchise; and,

Whereas, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law; and,

Whereas, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

Whereas, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

Whereas, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible; and,

Whereas, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

Whereas, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement; now, therefore,

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "**Affiliate**": any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 "**Area Outage**": a total or partial loss of video, audio, data or other signals carried on the "**Communications System**" in a location affecting five or more subscribers.

1.3 "**Cable Act**": Title VI of the Communications Act of 1934, as amended.

1.4 "**Cable Service**": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.5 "**Capability**": the ability of the "**Franchisee**" to activate a described technological or service aspect of the "**Communications System**" without delay.

1.6 "**Communications System**" (herein also referred to as "**System**"): the facility, which is the subject of this Franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.

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

1.8 "**FCC**": the Federal Communications Commission.

1.9 "**Franchise**": the rights and obligations described in this document, and used interchangeably with the term "**Agreement**".

1.10 "**Franchise Fee**": the fee paid by the "**Franchisee**" to the "**Municipality**" in exchange for the rights granted pursuant to the Franchise.

1.11 "**Franchisee**": Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

1.12 "**Gross Receipts**": The total annual subscription charges actually paid to and received by "**Franchisee**" from all Cable Service subscribers resident within the Franchise Area for: (i) "Video Programming" (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended); (ii) pay television and premium television channels; (iii) pay-per-view; (iv) subscriber equipment; and (v) program guides provided by "**Franchisee;**" but not including amounts collected by "**Franchisee**" from subscribers for state and federal regulatory fees, taxes, franchise fees, or for access or local programming or other capital costs associated with access and local programming and required by this "**Agreement**".

1.13 "**Municipal Law**": all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.14 "**NYSPSC**": the New York State Public Service Commission or any successor State agency with similar responsibilities.

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

1.16 "**State**": the State of New York

1.17 "**Transfer of the Franchise**": any transaction in which:

(a) a fifty percent (50%) 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

(b) the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections (a) and (b) 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 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 Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2.0 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or manner of construction.

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement, other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34.0 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the

authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the southern portion of the territorial limits of the Municipality as described in the attached **Exhibit A** (the "Franchise Area"). In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, ordinances, and regulations, such additional laws and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges

granted in this Agreement, and consistent with all Federal and State laws, rules, regulations and orders.

5.4 The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

5.5 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this Franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.6 The Supervisor or other person as designated by the Municipality, will be responsible for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 All structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or

reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days (weather permitting), replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to at least as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds, to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided the Municipality provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person

requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 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 written consent of the Municipality, which will not be unreasonably withheld, delayed or conditioned.

7.2 To the extent required by applicable law, at least one-hundred twenty (120) days before a proposed Transfer of the Franchise is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent of such proposal. If the Municipality fails to render a final decision on the request for a change of control within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree to an extension of time.

7.3 In determining whether to approve said petition, the Municipality may consider applicant's:

(i) technical ability;

(ii) financial ability;

(iii) good character; and

(iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise.

7.4 To the extent required by applicable law, Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such information as is required pursuant thereto.

7.5 In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth specific reasons for its decision in writing by municipal resolution.

7.6 No consent of the municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of franchisee in the franchise or cable system in order to secure indebtedness, for any transaction in which franchisee retains the right, title or interest in the franchise granted herein, or for transactions otherwise excluded under section 1.17 above.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

(a) Franchisee fails, after sixty (60) days prior written notice from the Municipality, to comply or to take reasonable steps to comply with a Material Provision or Material Provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

(b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged

bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

(c) Franchisee attempts or does practice a material fraud or deceit in its securing or renewal of this Franchise; or

(d) Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or

(e) Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error or

(f) Franchisee fails to maintain adequate insurance as specified in Section 19.0 of this Agreement; or

(g) Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7.0 of this Agreement.

8.2 (Reserved)

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of the Municipality shall have adopted a resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such resolution shall be as follows: the Municipality shall provide

sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period the Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the duration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such resolution. The Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, terrorist acts, any acts of God or of nature or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in Section 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such event or conditions.

8.6 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality. Deletion or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's control make removal impracticable.

9.0 SEVERABILITY

9.1 With the exception of Material Provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent

jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to State or Federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which any operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1. Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation,

operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's Capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this Section.

12.2 Construction shall be of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy-four (74) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the Franchise Area. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Franchise Area, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer, which Franchisee is authorized to serve, subject to the provisions of Section 15.1(b).

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by rules of the federal and state regulatory agencies having jurisdiction, including but not limited to 47 C.F.R. § 76.601. Franchisee shall not be deemed to be out of compliance with this Section 13.0 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide Cable Service throughout the Franchise Area upon the lawful request of any and all persons who are owners or tenants of residential property, and located along public rights of way within the Franchise Area, subject to the following:

(a) With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Franchise Area and situated within one-hundred and fifty 150 feet from the trunk or feeder cable shall receive such service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at cost.

(b) All commercial structures within the territorial limits of the Franchise Area shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charges for provision of said service.

(c) Franchisee shall extend the System to provide service to all areas of the Franchise Area along public rights-of-way which have a density of twenty (20) homes per linear mile of aerial cable or greater, or areas with less than twenty (20) homes per linear mile of aerial cable where the residents agree to a contribution-in-aid-of-construction as per the standards established in Section 895.5 of the NYSPSC Rules and Regulations.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal or State law.

15.3 It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15.0 of this Agreement, upon written request from the Municipality, Franchisee shall provide, without charge within the Franchise Area, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in **Exhibit B** attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

16.2 As used in this Agreement, the terms:

(i) "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

(ii) "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

(iii) "Municipal office buildings" shall mean the Municipality's Town Hall, its police, fire or ambulance corps buildings, to the extant such buildings are located in the Municipality's franchise area as specified in Section 4.1 of this Agreement, and such other municipal buildings as specifically designated in **Exhibit B** herein but shall not include County and State office buildings.

16.3 In the event that the Municipality relocates the Town Hall from 238 Main Street, Cold Spring, to a location in a portion of the Municipality located in the Franchise Area as specified by Section 4.1, then Franchisee will provide to the Municipality, free of charge, basic cable modem service, to the Town Hall building (the "designated building") as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service for the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the designated building even if the designated building shall be comprised of more than one building.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law and regulations requiring and pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality, subscribers in the Municipality, and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts, less amounts paid to the State or the Commission, for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law. Such payment shall be made on a quarterly basis for the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

18.2 Each quarterly payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis for the computation of the payment.

18.3 The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in Section 18.1, Franchisee's obligations under Section 18.1 shall thereafter be reduced to an equivalent amount.

18.4 Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

(a)	Personal injury or death:	$1,000,000 per person
		$2,000,000 per occurrence
(b)	Property damage:	$2,000,000 per occurrence
(c)	Excess liability or umbrella coverage:	$10,000,000.

19.2 The Municipality shall impose at least the same insurance obligations as those in this Section 19.0 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19.0, Franchisee's obligations under this Section 19.0 shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents acting on the Municipality's behalf from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. The Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and make available to Franchisee all relevant information under the Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence or willful misconduct.

19.4 Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19.0 may be included in one or more policies covering other risks of Franchisee or of any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, same shall be

replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.6 Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve or disapprove such policies or certificates, provided such approval shall not be unreasonably withheld.

19.8 Within sixty (60) days following the Effective Date of the Franchise, Franchisee shall post a bond in a form and source reasonably acceptable to the Municipality in the amount of fifteen thousand dollars ($15,000.00). The bond shall guarantee the faithful performance of all the Franchisee's obligations under the Franchise, including payment of any franchise fees, levies, liens, taxes or penalties assessed against the Franchisee. Franchisee shall be permitted to maintain one bond in the amount of $15,000.00 in the aggregate to cover obligations under this Franchise and the terms of the separate cable franchise with Franchisee covering the northern portion of the Municipality.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in Federal and State law and regulations pertaining to rates and charges for cable television service.

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21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully 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.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries forthrightly and in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests. Franchisee shall cooperate fully with the Municipality in performing such testing.

(a) In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the Municipality for the reasonable costs of such designee.

(b) The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.3 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. The Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

22.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Sections 25.4 through 25.6.

23.2 If any of such maps or records are not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provisions of Sections 25.4 through 25.6.

24.2 Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

25.0 MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full, complete and up-to-date set of plans, records and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. The Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25.0 and applicable law.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, the Municipality shall treat all materials submitted by Franchisee pursuant to any requirement in any provision of this Agreement as confidential and proprietary and shall make them available for inspection purposes only to those persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5 In the event the Municipality receives a request for disclosure of information provided by Franchisee to the Municipality that the Municipality believes in good faith it must provide under law, then the Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to the Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by the Municipality contains proprietary or confidential data, or if records requested by the Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to the Municipality's request.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of the Franchisee.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this

Section 28 shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, standards set by Federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

30.1 To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to at least their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 The Town Supervisor shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated therein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and the Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31.0 <u>NOTICES</u>

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

(c) Notices to the Franchisee shall be mailed to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Vice President, Suburban New York

With a copy to:

Cablevision Systems Dutchess Corporation
1111 Stewart Avenue
Bethpage, NY 11714

Attention: Legal Department

(d) Notices to the Municipality shall be mailed to:

Town of Philipstown
238 Main Street
Cold Spring, NY 10516
Attention: Town Supervisor

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon thirty (30) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation. All performance evaluation meetings shall be open to the public.

32.2 Not less than thirty (30) days prior to any performance evaluation, the Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of the Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include, but are not limited to, System performance, compliance with this Agreement and applicable law, customer service and complaint response, subscriber privacy, services provided, fees described in this Agreement, penalties, free services, applications of new technologies, and judicial and FCC filings.

32.3 During review and evaluation, Franchisee shall fully cooperate with the Municipality and shall provide such information and documents as the Municipality may

reasonably need to perform its review, subject to the provisions of Section 25.0 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.2 of this Agreement.

33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once breach of a provision or provisions is identified by the Municipality and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0 and provided however that the claimed breach has occurred no later than four (4) years prior to the Municipality providing notice to Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If the agreement(s) granting said other franchise(s) impose(s) provisions that are less costly or burdensome or more favorable than those imposed by the corresponding terms of this Agreement, then upon written notice from Franchisee identifying such corresponding terms and their counterparts in such other agreement, the Municipality agrees not to enforce such corresponding terms in this Agreement beyond the requirements or obligations imposed by the less costly or more favorable counterpart provisions in such other agreement.

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

34.3 Nothing in this Section 34.0 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, or its successor agency, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, or its successor agency.

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

TOWN OF PHILIPSTOWN

BY: _____
Name:
Title:

CABLEVISION OF WAPPINGERS FALLS, INC.

BY: _____
Michael Olsen
Senior Vice President, Legal,
Legislative & Regulatory Affairs

DATE: _____

EXHIBITS:

Exhibit A: Territorial Limits of Franchise

Exhibit B: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

TERRITORIAL LIMITS OF FRANCHISE

(in accordance with Section 4.0 Territorial Limits)

Franchise Agreement with Cablevision of Wappingers Falls, Inc. (South)

The "Franchise Area" shall be that part of the Town of Philipstown lying generally southwesterly, southerly and southeasterly of the below described "Franchise Line" and bounded on the west, south and east by the Town Line of the Town of Philipstown.

The "Franchise Line" shall be a line beginning at the Light House on Constitution Island at or near the Hudson River, and running thence from said point of beginning in a straight line in a generally northeasterly direction to a point presently identified by Central Hudson Gas & Electric Company (CHG&EC) Pole #59151 which is located at the intersection of U.S. Route 9D and Indian Brook Road;

Running thence in a straight line in a generally northeasterly direction in a straight line to a point on the east side of U.S. Route 9 presently identified by a CHG&EC Pole #79958;

Running thence in a straight line in a generally easterly direction to a point on the east side of Old U.S. Route 9 (also known as Old Albany Post Road), presently identified by CHG&EC Pole #57819;

Running thence due east in a straight line to the east side of the Town of Philipstown where the same adjoins the west side of the Town of Putnam Valley.

EXHIBIT B

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

(in accordance with Section 16 Municipal and School Service)

1. Garrison Fire Department
   1. Upper Station Road
   Garrison, NY 10524

2. Garrison Volunteer Ambulance Corp.
   Route 9
   Garrison, NY 10524

3. Continental Village Fire Company
   Continental Village, RD #3
   Garrison, NY 10524

4. Desmond-Fish Library
   Routes 9D & 403
   Garrison, NY 10524

5. Garrison Union Free School District
   Route 9D
   Garrison, NY 10524

6. Club House at Continental Village
   Highland Drive
   Garrison, NY 10524

7. Garrison Fire Department
   Route 9
   Garrison, NY 10524

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EXHIBIT A: Territorial Limits of Franchise

EXHIBIT B: Municipal Buildings to be Provided Free Cable Service

A FRANCHISE RENEWAL AGREEMENT
between the
Town of Philipstown (North), Putnam County, State of New York
and
Cablevision of Wappingers Falls, Inc. ("Franchisee")

Whereas, the Town of Philipstown (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

Whereas, Cablevision of Wappingers Falls, Inc. (hereinafter referred to as "Franchisee"), or, if applicable, Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that expired on September 3, 2014 (the terms of which having remained in effect pursuant to Temporary Operating Authority granted by the New York State Public Service Commission on April 3, 2015 in Matter # 15-00786), has petitioned the Municipality for a renewal of such franchise; and,

Whereas, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law; and,

Whereas, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

Whereas, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

Whereas, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible; and,

Whereas, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

Whereas, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement; now, therefore,

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "**Affiliate**": any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 "**Area Outage**": a total or partial loss of video, audio, data or other signals carried on the "**Communications System**" in a location affecting five or more subscribers.

1.3 "**Cable Act**": Title VI of the Communications Act of 1934, as amended.

1.4 "**Cable Service**": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.5 "**Capability**": the ability of the "**Franchisee**" to activate a described technological or service aspect of the "**Communications System**" without delay.

1.6 "**Communications System**" (herein also referred to as "**System**"): the facility, which is the subject of this Franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.

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

1.8 "**FCC**": the Federal Communications Commission.

1.9 "**Franchise**": the rights and obligations described in this document, and used interchangeably with the term "**Agreement**".

1.10 "**Franchise Fee**": the fee paid by the "**Franchisee**" to the "**Municipality**" in exchange for the rights granted pursuant to the Franchise.

1.11 "**Franchisee**": Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

1.12 "**Gross Receipts**": The total annual subscription charges actually paid to and received by "**Franchisee**" from all Cable Service subscribers resident within the Franchise Area for: (i) "Video Programming" (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended); (ii) pay television and premium television channels; (iii) pay-per-view; (iv) subscriber equipment; and (v) program guides provided by "**Franchisee;**" but not including amounts collected by "**Franchisee**" from subscribers for state and federal regulatory fees, taxes, franchise fees, or for access or local programming or other capital costs associated with access and local programming and required by this "**Agreement**".

1.13 "**Municipal Law**": all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.14 "**NYSPSC**": the New York State Public Service Commission or any successor State agency with similar responsibilities.

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

1.16 "**State**": the State of New York

1.17 "**Transfer of the Franchise**": any transaction in which:

(a) a fifty percent (50%) 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

(b) the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections (a) and (b) 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 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 Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2.0 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or manner of construction.

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement, other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34.0 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the

authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the northern portion of the territorial limits of the Municipality as described in the attached **Exhibit A** (the "Franchise Area"). In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, ordinances, and regulations, such additional laws and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges

granted in this Agreement, and consistent with all Federal and State laws, rules, regulations and orders.

5.4 The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

5.5 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this Franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.6 The Supervisor or other person as designated by the Municipality, will be responsible for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 All structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or

reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days (weather permitting), replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to at least as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds, to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided the Municipality provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person

requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 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 written consent of the Municipality, which will not be unreasonably withheld, delayed or conditioned.

7.2 To the extent required by applicable law, at least one-hundred twenty (120) days before a proposed Transfer of the Franchise is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent of such proposal. If the Municipality fails to render a final decision on the request for a change of control within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree to an extension of time.

7.3 In determining whether to approve said petition, the Municipality may consider applicant's:

(i) technical ability;

(ii) financial ability;

(iii) good character; and

(iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise.

7.4 To the extent required by applicable law, Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such information as is required pursuant thereto.

7.5 In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth specific reasons for its decision in writing by municipal resolution.

7.6 No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, or for transactions otherwise excluded under Section 1.17 above.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

(a) Franchisee fails, after sixty (60) days prior written notice from the Municipality, to comply or to take reasonable steps to comply with a Material Provision or Material Provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

(b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged

bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

(c) Franchisee attempts or does practice a material fraud or deceit in its securing or renewal of this Franchise; or

(d) Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or

(e) Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error or

(f) Franchisee fails to maintain adequate insurance as specified in Section 19.0 of this Agreement; or

(g) Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7.0 of this Agreement.

8.2 (Reserved)

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of the Municipality shall have adopted a resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such resolution shall be as follows: the Municipality shall provide

sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period the Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the duration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such resolution. The Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, terrorist acts, any acts of God or of nature or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in Section 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such event or conditions.

8.6 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality. Deletion or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's control make removal impracticable.

9.0 SEVERABILITY

9.1 With the exception of Material Provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent

jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to State or Federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which any operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1. Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation,

operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's Capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this Section.

12.2 Construction shall be of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy-four (74) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the Franchise Area. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Franchise Area, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer, which Franchisee is authorized to serve, subject to the provisions of Section 15.1(b).

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by rules of the federal and state regulatory agencies having jurisdiction, including but not limited to 47 C.F.R. § 76.601. Franchisee shall not be deemed to be out of compliance with this Section 13.0 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide Cable Service throughout the Franchise Area upon the lawful request of any and all persons who are owners or tenants of residential property, and located along public rights of way within the Franchise Area, subject to the following:

(a) With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Franchise Area and situated within one-hundred and fifty 150 feet from the trunk or feeder cable shall receive such service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at cost.

(b) All commercial structures within the territorial limits of the Franchise Area shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charges for provision of said service.

(c) Franchisee shall extend the System to provide service to all areas of the Franchise Area along public rights-of-way which have a density of twenty (20) homes per linear mile of aerial cable or greater, or areas with less than twenty (20) homes per linear mile of aerial cable where the residents agree to a contribution-in-aid-of-construction as per the standards established in Section 895.5 of the NYSPSC Rules and Regulations.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal or State law.

15.3 It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15.0 of this Agreement, upon written request from the Municipality, Franchisee shall provide, without charge within the Franchise Area, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in **Exhibit B** attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

16.2 As used in this Agreement, the terms:

(i) "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

(ii) "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

(iii) "Municipal office buildings" shall mean the Municipality's Town Hall, its police, fire or ambulance corps buildings, to the extant such buildings are located in the Municipality's franchise area as specified in Section 4.1 of this Agreement, and such other municipal buildings as specifically designated in **Exhibit B** herein but shall not include County and State office buildings.

16.3 Franchisee shall provide to the Municipality, free of charge, basic cable modem service, to the Town Hall building located at 238 Main Street, Cold Spring, New York, 10516 (the "designated building") as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service for the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the designated building even if the designated building shall be comprised of more than one building.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law and regulations requiring and pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality, subscribers in the Municipality, and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.3. In consideration of the rights granted in this Agreement, Franchise shall continue to provide a PEG access insertion point at Town Hall (238 Main Street, Cold Spring, NY 10516), which shall include a modulator, for the purpose of permitting the Town to originate non-commercial government or educational access programming on the System from such location.

17.4 Subject to Subsections 17.4.1 - 17.4.3 below, Franchisee shall provide to the Municipality for use in support of the production of local PEG programming a PEG grant (the "PEG Grant") in the amount of TEN THOUSAND DOLLARS ($10,000.00) payable within sixty (60) days of the Effective Date.

17.4.1. The Municipality shall impose an equivalent obligation to the obligation contained in this Section 17.4 on all new and renewed providers of cable service in the Service Area. In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount or aggregate value than the obligations imposed in this Section 17.4, Franchisee's obligations under Section 17.4 shall thereafter be reduced to an equivalent amount. To the extent

such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

17.4.2 The PEG Grant shall be used solely by the Municipality for PEG Access equipment, including but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovation or construction of PEG Access facilities, and for any other PEG capital related needs of the Municipality.

17.4.3 Upon written request by the Franchisee, the Municipality shall provide Franchisee with an annual report setting forth a summary of all expenditures for PEG access equipment and facilities from the PEG Grants paid to the Municipality and the amounts, if any, reserved for future capital expenditures for such purposes.

17.5 To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts, less amounts paid to the State or the Commission, for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable. Such payment shall be made on a quarterly basis for the periods January 1 through March 31, April 1 through

June 30, July 1 through September 30, and October 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

18.2 Each quarterly payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis for the computation of the payment.

18.3 The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in Section 18.1, Franchisee's obligations under Section 18.1 shall thereafter be reduced to an equivalent amount.

18.4 Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

(a)	Personal injury or death:	$1,000,000 per person
		$2,000,000 per occurrence
(b)	Property damage:	$2,000,000 per occurrence
(c)	Excess liability or umbrella coverage:	$10,000,000.

19.2 The Municipality shall impose at least the same insurance obligations as those in this Section 19.0 on all new and renewed providers of Cable Service in the Municipality. In the

event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19.0, Franchisee's obligations under this Section 19.0 shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents acting on the Municipality's behalf from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. The Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and make available to Franchisee all relevant information under the Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence or willful misconduct.

19.4 Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19.0 may be included in one or more policies covering other risks of Franchisee or of any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, same shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.6 Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve or disapprove such policies or certificates, provided such approval shall not be unreasonably withheld.

19.8 Within sixty (60) days following the Effective Date of the Franchise, Franchisee shall post a bond in a form and source reasonably acceptable to the Municipality in the amount of fifteen thousand dollars ($15,000.00). The bond shall guarantee the faithful performance of all the Franchisee's obligations under the Franchise, including payment of any franchise fees, levies, liens, taxes or penalties assessed against the Franchisee. Franchisee shall be permitted to maintain one bond in the amount of $15,000.00 in the aggregate to cover obligations under this

Franchise and the terms of the separate cable franchise with Franchisee covering the southern portion of the Municipality.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in Federal and State law and regulations pertaining to rates and charges for cable television service.

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21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully 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.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries forthrightly and in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule

relating to testing and reporting of such tests. Franchisee shall cooperate fully with the Municipality in performing such testing.

(a) In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the Municipality for the reasonable costs of such designee.

(b) The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.3 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. The Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

22.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Sections 25.4 through 25.6.

23.2 If any of such maps or records are not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provisions of Sections 25.4 through 25.6.

24.2 Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

25.0 MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full, complete and up-to-date set of plans, records and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. The Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25.0 and applicable law.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, the Municipality shall treat all materials submitted by Franchisee pursuant to any requirement in any provision of this Agreement as confidential and proprietary and shall make them available for inspection purposes only to those persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5 In the event the Municipality receives a request for disclosure of information provided by Franchisee to the Municipality that the Municipality believes in good faith it must provide under law, then the Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to the Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by the Municipality contains proprietary or confidential data, or if records requested by the Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to the Municipality's request.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of the Franchisee.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this

Section 28 shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, standards set by Federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

30.1 To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to at least their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply

therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 The Town Supervisor shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated therein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and the Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31.0 <u>NOTICES</u>

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

(c) Notices to the Franchisee shall be mailed to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Vice President, Suburban New York

With a copy to:

Cablevision Systems Dutchess Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department

(d) Notices to the Municipality shall be mailed to:

Town of Philipstown
238 Main Street
Cold Spring, NY 10516
Attention: Town Supervisor

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon thirty (30) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation. All performance evaluation meetings shall be open to the public.

32.2 Not less than thirty (30) days prior to any performance evaluation, the Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of the Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include, but are not limited to, System performance, compliance with this Agreement and applicable law, customer service and complaint response, subscriber privacy, services provided, fees described in this Agreement, penalties, free services, applications of new technologies, and judicial and FCC filings.

32.3 During review and evaluation, Franchisee shall fully cooperate with the Municipality and shall provide such information and documents as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25.0 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.2 of this Agreement.

33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once breach of a provision or provisions is identified by the Municipality and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0

and provided however that the claimed breach has occurred no later than four (4) years prior to the Municipality providing notice to Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If the agreement(s) granting said other franchise(s) impose(s) provisions that are less costly or burdensome or more favorable than those imposed by the corresponding terms of this Agreement, then upon written notice from Franchisee identifying such corresponding terms and their counterparts in such other agreement, the Municipality agrees not to enforce such corresponding terms in this Agreement beyond the requirements or obligations imposed by the less costly or more favorable counterpart provisions in such other agreement.

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

34.3 Nothing in this Section 34.0 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, or its successor agency, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, or its successor agency.

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

TOWN OF PHILIPSTOWN

BY: _____
Name:
Title:

CABLEVISION OF WAPPINGERS FALLS, INC.

BY: _____
Michael Olsen
Senior Vice President, Legal,
Legislative & Regulatory Affairs

DATE: _____

EXHIBITS:

Exhibit A: Territorial Limits of Franchise

Exhibit B: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

TERRITORIAL LIMITS OF FRANCHISE

Franchise Agreement with Cablevision of Wappingers Falls, Inc. (North)

The "Franchise Area" shall be that part of the Town of Philipstown lying generally northwesterly, northerly and northeasterly of the below described "Franchise Line" and bounded on the west, north and east by the Town Line of the Town of Philipstown, but excluding the Village of Cold Spring and the Village of Nelsonville.

The "Franchise Line" shall be a line beginning at the Light House on Constitution Island at or near the Hudson River, and running thence from said point of beginning in a straight line in a generally northeasterly direction to a point presently identified by Central Hudson Gas & Electric Company (CHG&EC) Pole #59151 which is located at the intersection of U.S. Route 9D and Indian Brook Road;

Running thence in a straight line in a generally northeasterly direction in a straight line to a point on the east side of U.S. Route 9 presently identified by a CHG&EC Pole #79958;

Running thence in a straight line in a generally easterly direction to a point on the east side of Old U.S. Route 9 (also known as Old Albany Post Road), presently identified by CHG&EC Pole #57819;

Running thence due east in a straight line to the east side of the Town of Philipstown where the same adjoins the west side of the Town of Putnam Valley.

EXHIBIT B

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

(in accordance with Section 16 Municipal and School Service)

1. The North Highlands Fire Department
   504 Fishkill Road
   Cold Spring, 10516

2. Nelsonville Fire Department
   276 Main Street
   Cold Spring, NY 10516

3. Town of Philipstown Town Hall
   238 Main Street
   Cold Spring, NY 10516

RESOLUTION
The following Resolution was presented by _____, seconded _____and unanimously carried;

WHEREAS, the Town Board held a Public Hearing on May 27, 2015 to hear comments for/against renewing the Cablevision Franchise Agreement for the Northern area of Philipstown between Cablevision of Wappingers, Inc. and the Town of Philipstown:

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

2

RESOLUTION
The following Resolution was presented by _____, seconded _____and unanimously carried;

WHEREAS, the Town Board held a Public Hearing on May 27, 2015 to hear comments for/against renewing the Cablevision Franchise Agreement for the Southern area of Philipstown between Cablevision of Wappingers, Inc. and the Town of Philipstown:

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

3

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Philipstown

Local Law No. _____ **of the year 20**15

A local law TO AMEND TOWN CODE CHAPTER 172 BY AMENDING TOWN CODE SECTION 17-5
(Insert Title)
"EXISTING WOOD-FIRED FURNACES" TO IMPOSE TIME OF OPERATION
RESTRICTIONS ON PRE-EXISTING WOOD-FIRE FURNACES

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Philipstown. **as follows:**

(If additional space is needed, attach pages the same size as this sheet, and number each.)

TOWN OF PHILIPSTOWN LOCAL LAW NO. OF 2015

A LOCAL LAW TO AMEND TOWN CODE CHAPTER 172 BY AMENDING TOWN CODE SECTION 172-5 "EXISTING WOOD-FIRED FURNACES" TO IMPOSE TIME OF OPERATION RESTRICTIONS ON PRE-EXISTING WOOD-FIRED FURNACES.

SECTION 1. INTENT and AUTHORITY.

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law of the State of New York. To the extent the provisions of this Local Law are in conflict with Town Law, the Town Board hereby asserts its intention to supersede Town Law pursuant to the Municipal Home Rule Law.

SECTION 2. PURPOSE.

The purpose of this Local Law is to amend Town Code Chapter 172 by amending Town Code Section 172-5 "Existing wood-fired furnaces" to impose time of operation restrictions on pre-existing wood-fired furnaces.

SECTION 3. AMENDMENT OF TOWN CODE.

Town Code Section 172-5 "Existing wood-fired furnaces" is hereby amended to repeal §172-5(a) and to re-enact it as follows:

A. Any wood-fired furnace in existence as of the effective date of this Chapter, which has received a permit from the Town, shall be permitted to remain, provided that the emissions from the furnace do not interfere with the reasonable enjoyment of life or property and, further, provided that such wood-fired furnaces shall be operated only between November 1 and April 15. No replacement of any existing wood-fired furnace will be allowed without full compliance with the requirements herein. "Existing" or "in existences" means that the wood-fired furnace is in place on the site.

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the language directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.

I hereby certify that the Local Law annexed hereto, designated as Local Law No. ____ of the year 2015, of the Town of Philipstown was duly passed by the Town Board on _____ __, 2015, in accordance with the applicable provisions of law.

I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in paragraph 1 above.

_____
Tina M. Merando, Town Clerk
Town of Philipstown

Dated: _____ ____, 2015

(SEAL)

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

_____
Stephen J. Gaba, Town Attorney
Town of Philipstown

Dated: _____ ____, 2015

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2015 of the (County)(City)(Town)(Village) of Town of Philipstown _____ was duly passed by the Town Board _____ on _____ 20____, in accordance with the applicable
(Name of Legislative Body)
provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted
(Elective Chief Executive Officer)*
on _____ 20[ ][ ], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local
(Elective Chief Executive Officer)*
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20_____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on_____ 20_____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20_____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION #
The following Resolution was presented by _____, seconded by_____ and unanimously carried;

WHEREAS, on May 5, 2015 a proposed Local Law to amend Town Code Chapter 172 by amending town Code Section 17-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on pre-existing wood-fire furnaces was distributed to the Town Board;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby refers the proposed Local Law to the Philipstown Planning Board and the Putnam County Division of Planning for their review and comment.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information

Name of Action or Project:
Local Law No. ____ of 2015

Project Location (describe, and attach a location map):
unincorporated area of the Town of Philipstown

Brief Description of Proposed Action:
Adoption of a local law entitled: A Local Law to amend Town Code Chapter 172 by amending Town Code Section 172-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on pre-existing wood-fired furnaces.

Name of Applicant or Sponsor:	Telephone: 845-265-5200
Town Board, Town of Phillipstown	E-Mail: supervisor@philipstown.com

Address:
238 Main Street

City/PO:	State:	Zip Code:
Cold Spring	NY	10516

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

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

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): N/A
☐ Parkland

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

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☐	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☐	☐
b. Is the proposed action located in an archeological sensitive area?	☐	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☐	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100 year flood plain?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☐	☐

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

Applicant/sponsor name: Richard Shea Date: , 2015

Signature:

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✓	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	☐
3. Will the proposed action impair the character or quality of the existing community?	✓	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✓	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✓	☐
7. Will the proposed action impact existing: a. public / private water supplies?	✓	☐
b. public / private wastewater treatment utilities?	✓	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

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

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

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

Town Board, Town of Phillipstown	, 2015
Name of Lead Agency	Date
Richard Shea	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

Narrative Description – Short Form Environmental Assessment Form
Part 1, Question 1:

The Local Law would amend the Town Code by imposing time of operation restrictions on pre-existing wood-fired furnaces by amending Town Code Section 172-5 entitled "Existing wood-fired furnaces".

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Philipstown

Local Law No. _____ **of the year 20**15

A local law TO AMEND TOWN CODE CHAPTER 89 "FILMING" BY CHANGING THE TITLE
(Insert Title)
OF THE CHAPTER TO "FILMING, EVENTS AND MASS GATHERINGS" AND
AMENDING THE PROVISIONS OF THE CHAPTER TO PROVIDE FOR REGULATION
OF EVENTS AND MASS GATHERINGS.

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Philipstown. **as follows:**

(If additional space is needed, attach pages the same size as this sheet, and number each.)

TOWN OF PHILIPSTOWN LOCAL LAW NO. OF 2015

A LOCAL LAW TO AMEND TOWN CODE CHAPTER 89 "FILMING" BY CHANGING THE TITLE OF THE CHAPTER TO "FILMING, EVENTS AND MASS GATHERINGS" AND AMENDING THE PROVISIONS OF THE CHAPTER TO PROVIDE FOR REGULATION OF EVENTS AND MASS GATHERINGS.

SECTION 1. INTENT and AUTHORITY.

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law of the State of New York. To the extent the provisions of this Local Law are in conflict with Town Law, the Town Board hereby asserts its intention to supersede Town Law pursuant to the Municipal Home Rule Law.

SECTION 2. PURPOSE.

The purpose of this Local Law is to amend Town Code Chapter 89 "Filming" by changing the title of the chapter to "Filming, Events and Mass Gatherings" and adding provisions to the chapter to reasonably regulate events and mass gatherings held on private lands by requiring a permit for such activity.

SECTION 3. AMENDMENT OF TOWN CODE.

1. The title of Town Code Chapter 89 is hereby amended to read: "FILMING, EVENTS AND MASS GATHERINGS."

2. Section 89-1 "Legislative findings and intent" is hereby repealed and re-enacted to provide as follows:

A. The Town Board finds that interest in filming, videotaping and recording on private and public property has been increasing in the Town of Philipstown for commercial purposes, which has resulted in possible hardship, inconvenience, danger and discomfort to large numbers of residents of the Town of Philipstown due to disruption of traffic on public streets and in private neighborhoods.

B. The Town Board finds that use of private lands as temporary places of assembly for events and mass gatherings, such as wedding receptions, large parties or other such festivities is an ongoing occurrence in the Town of Philipstown and that such activity, if unregulated, can cause hardship, inconvenience and discomfort to neighboring property owners and may endanger the safety of attendees.

C. By reason of the foregoing, the Town Board finds that the health, safety and welfare of the residents of the Town of Philipstown will be served by the adoption of a local law which provides a means of regulating, by permit, any filming, videotaping or recording in a commercial manner, on public or private lands and any assembly of persons on private lands for an event or mass gathering as defined in this chapter.

D. The Town Board does hereby ordain and enact this chapter to accomplish the aforesaid purposes.

3. Section 89-2 "Definitions" is hereby amended to add the following placed in alphabetical order within the existing text of the Section:

> EVENT. The simultaneous assembly of One Hundred (100) or more persons for a reception, party, festival, dance or other such occasion on private lands which do not have an approved site plan or equivalent approval for such use and for which a fee is charged for use of the land and/or for participation in the activity upon the land.
>
> MASS GATHERING. Any simultaneous assembly of Two Hundred and Fifty (250) persons or more for a reception, party, festival, dance or other such occasion on private lands which do not have an approved site plan or equivalent approval for such use regardless of whether a fee is charged for use of the land and/or for participation in the activity upon the land.

4. Section 89-3 "Permit required" is hereby repealed and re-enacted to provide as follows:

> No person shall film or permit filming within the Town of Philipstown or hold or permit to be held an event or mass gathering within the Town without first obtaining a permit therefor from the Town Board.

5. The title of Section 89-4 "Application for permit" is hereby amended to read "Application for filming permit."

6. Town Code Chapter 89 is hereby amended to add Section 89-4A "Applications for event and mass gathering permits" which shall provide as follows:

§ 89-4A. Applications for event and mass gathering permits.

An application for an event or mass gathering permit shall be made at least ten (10) days prior to the date of the proposed event or mass gathering. The application shall be on forms prescribed by the Town Board, which forms may be established and/or amended by resolution, and which shall contain at least the following information as applicable:

A. Name, address and telephone number of the person or entity sponsoring the event or mass gathering and the name, phone number and e-mail address of a contact person for the sponsor.

B. A general statement of the purpose of the event or mass gathering and the anticipated number of persons attending daily (both estimated maximum simultaneous attendance and overall daily total).

C. The street address of the property at which the event or mass gathering will be held.

D. Dates and times of day that the property will be used for the event or mass gathering.

E. Name and address of owner(s) of property and, if different than the sponsor, a copy of a signed consent of owner(s) for use of the property for the event or mass gathering.

F. A list of the buildings and tents that will be used in the event or mass gathering, the approximate dimensions of each and their maximum capacity

G. A description of the fire protection available at the property for the event or mass gathering, including had fire extinguishers, sprinkler systems, fire apparatus and the location of a water source. If the event or mass gathering is to be held in a structure, other than a tent, without sprinklers the application must be accompanied by a letter from a local Fire Company stating that a manned pumper/tanker truck will be on site during the event.

H. A description of the sanitary facilities on the property which will be used to accommodate the attendees.

I. A description of the on-site safety plan which will be used for the event or mass gathering, including emergency lighting, smoke detection devices, and location of

emergency exits from all structures and tents involved in the event or mass gathering.

J. A description of the plan for on-site trash and recycling receptacles, removal and clean up.

K. A description of the parking arrangements and traffic circulation plan for the event or mass gathering.

L. If outdoor music is proposed for the event or mass gathering, a description shall be provided of the system for broadcast and/or amplification.

M. Such other information as may be required by the Town Board of the Town of Philipstown.

7. The title of Section 89-5 "Permit: restrictions, waivers and denials" is hereby amended to read "Filming permits: restrictions, waivers and denials."

8. Town Code Chapter 89 is hereby amended to add Section 89-5A "Event and mass gathering permits: restrictions, waivers and denials" which shall provide as follows:

§ 89-5. Event and mass gathering permits: restrictions, waivers and denials

A. Every event or mass gathering permit shall contain a date of commencement and an expiration date.

B. No permit shall be issued for filming within the Town of Philipstown unless the applicant for such permit provides proof of liability insurance coverage in the amount of not less than $1,000,000 for each occurrence and $2,000,000 aggregate for bodily injury naming the Town as a certificate holder entitled to notice of cancellation. The Town Board is authorized to change the above-stated coverage amounts by resolution.

C. The Town Board may waive of any of the requirements or limitations of this chapter regarding applications for event and mass gathering permits when it determines, in its sole discretion, that such waiver would not endanger the public health, safety and welfare.

D. In determining whether to grant applications for permits for events and mass gatherings, the Town Board shall consider the following criteria:

(1) The capacity and suitability of the property and the buildings and structures thereon to host the proposed event or mass gathering.

(2) Whether the plans for fire protection, sanitary facilities, safety, trash removal and traffic are adequate.

(3) The extent, if any, to which the proposed event or mass gathering will be detrimental to nearby properties and the neighborhood, including noise, light, visual and other environmental impacts.

(4) Whether the sponsor or property owner has a prior history of failing to comply with the terms, conditions and requirements of applicable laws, codes, rules and regulations in the holding of previous events or mass gatherings.

(5) Any apparent and inherent incompatibility between the dates proposed for the event or mass gathering and other events, mass gatherings or occurrences in Town previously approved or reasonably anticipated to take place at the time of the proposed event or mass gathering.

(6) In granting an event or mass gathering permit, the Town Board may attach reasonable conditions to such permit.

(7) In the event the Town denies permission to hold a mass gathering at the time and place requested, the Town shall promptly provide the applicant with written notice of such denial and shall include in such written notice the reasons for such denial.

(8) Any person aggrieved by a decision of the Town Board granting or denying a permit may appeal in accordance with Article 78 of the Civil Practice Law and Rules. Any such appeal must be instituted no later than 30 days after the decision of the Town Board.

9. Section 89-6 "Suspension or revocation of permit" is hereby repealed and re-enacted to provide as follows:

§ 89-6. Suspension or revocation of filming, event and mass gathering permits.

A. The Town Board may suspend or revoke a filming, event or mass gathering permit issued for any of the following reasons:

(1) Violation of any law, code, rule or regulation of the United States, the State of New York, the County of Putnam, the Town, or any department or agency thereof.

(2) Violation of any condition of the permit.

(3) Conduct that is detrimental to the health, safety or welfare of the public.

B. A decision of the Town Board to suspend or revoke a filming, event or mass gathering permit shall be appealable in accordance with Article 78 of the Civil Practice Law and Rules, and must be instituted no later than 30 days after the decision of the Town Board.

C. In the event that a filming, event or mass gathering permit is suspended or revoked, the fees paid therefor shall be forfeited and shall not be refunded.

8. Town Code Chapter 89-10 "Exemptions" is hereby amended to add the following provisions:

F. Gatherings of persons for the spontaneous exercise of the to freedom of speech under the First Amendment to the Constitution of the United States, such as activities made in response to a contemporaneous or nearly contemporaneous occurrence under such circumstances that the delay occasioned by compliance with the permit application process would effectively chill the participants' First Amendment rights.

SECTION 4. SEVERABILITY.

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the language directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE.

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2015 of the (County)(City)(Town)(Village) of Town of Philipstown _____ was duly passed by the Town Board _____ on _____ 20____, in accordance with the applicable
(Name of Legislative Body)
provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted
(Elective Chief Executive Officer)*
on _____ 20[ ][ ], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local
(Elective Chief Executive Officer)*
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

---

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20_____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on_____ 20_____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20_____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information

Name of Action or Project:
Local Law No. ___ of 2015

Project Location (describe, and attach a location map):
Unincorporated area of Philipstown

Brief Description of Proposed Action:
Adoption of a local law entitled: Local Law to amend Town Code Chapter 89" Filming" by changing the title of the chapter to "Filming, Events an Mass Gatherings" and amending the provisions of the Chapter to provide for regulation of Events and Mass Gatherings.

Name of Applicant or Sponsor:	Telephone: 845-265-5200
Town Board, Town of Philipstown	E-Mail: supervisor@philipstown.com

Address:
238 Main Street

City/PO:	State:	Zip Code:
Cold Spring	NY	10516

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

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

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): n/a
☐ Parkland

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

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☐	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☐	☐
b. Is the proposed action located in an archeological sensitive area?	☐	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☐	☐
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100 year flood plain?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☐	☐

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

Applicant/sponsor name: Town of Philipstown Date: _____

Signature: _____

PRINT FORM

Agency Use Only [If applicable]	
Project:	
Date:	

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

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

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

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

Town of Philipstown	
Name of Lead Agency	Date
Richard Shea	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION #
The following Resolution was presented by _____, seconded by_____ and unanimously carried;

WHEREAS, on May 5, 2015 a proposed Local Law to amend Town Code Chapter 89" Filming" by changing the title of the chapter to "Filming, Events an Mass Gatherings" and amending the provisions of the Chapter to provide for regulation of Events and Mass Gatherings. was distributed to the Town Board;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby refers the proposed Local Law to the Philipstown Planning Board and the Putnam County Division of Planning for their review and comment.

RONALD J. GAINER, P.E., PLLC
31 Baldwin Road, Patterson, NY 12563
Mailing Address: PO Box 417, Pawling, NY 12564
office 845-878-6507 cell 845-527-1432

May 18, 2015

Hon. Richard Shea, Supervisor, and Town Board
Town of Philipstown
Town Hall
238 Main Street
Cold Spring, New York 10516

Re: South Mountain Pass Drainage Project
Change Order No. 1

Dear Hon. Supervisor and Town Board members:

As has previously been discussed between the Supervisor and Highway Superintendent, the Town desires to have the balance of drainage improvements originally proposed under the NYSDOT "Multi-Modal" grant completed at this time, and other necessary drainage replacements performed, in anticipation of having these portions of the project roadway paved so as to reduce on-going maintenance issues. As a result, the Highway Superintendent and my office have been negotiating with the contractor awarded the project (Sun-Up Enterprises, Inc. of Wappingers Falls, NY) to establish the scope of the specific improvements to be accomplished.

A Change Order has been prepared utilizing pricing contained in the Contractor's Bid pricing, as well as other negotiated rates for additional items of work being proposed. On this basis, we have attached Change Order No. 1 in the total amount of $121,040.60 which we recommend be approved by the Town. The total original Contract Price that was previously awarded to Sun-Up Enterprises, Inc. totals $129,876.00. Upon authorization of the enclosed Change Order, the total Contract Cost will increase to $250,916.60. This is being transmitted to the Town Board for your formal approval.

The Town Board should be aware that a "Pre-Construction Conference" was held with the Contractor on Friday, May 15, 2015. As they expect to mobilize to the project site as of Tuesday, May 26, 2015 to initiate the drainage work already awarded, it is requested that you act on this request without delay. Upon your authorization of the Change Order, all four (4) copies of the CO should be executed by the Supervisor, and returned to my office for distribution to all parties.

If you have any questions, please contact us at your earliest convenience.

Sincerely,

Ronald J. Gainer

Ronald J. Gainer, PE

attachments

cc: Tina Merando, Town Clerk (w/encl.)
Roger Chirico, Highway Superintendent (w/encl.)

C:\Users\Ron\Documents\Philipstown\Highway Dept\South Mountain Pass\Correspondence\05-18-15 CO no 1 ltr.rjg.doc

RECEIVED 5/18/15

CHANGE ORDER

No. 1

PROJECT: South Mountain Pass Drainage Project

DATE OF ISSUANCE: May 15, 2015

OWNER Town of Philipstown

CONTRACTOR Sun-Up Enterprises, Inc. **ENGINEER:** Ronald J. Gainer, PE, PLLC

You are directed to make the following changes in the Contract Documents.

Description: Installation of approximately 550 lf of 18" HDPE & approximately 160 lf of 15" drainage piping, and appurtenant work along South Mountain Pass

Reason for Change Order: to complete the installation of all drainage work intended by NYS DOT "Multi-Modal" grant award

Attachments: (List documents supporting change) - Change Order No. 1 Cost Summary

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 129,876.00	Original Contract Times Substantial Completion: July 9, 2015
~~Net changes from previous Change Orders No. _ to No. _~~ ~~$ _~~	~~Net change from previous Change Orders No. _ to No. _~~ ~~_ days~~
Contract Price prior to this Change Order $ 129,876.00	Contract Times prior to this Change Order Substantial Completion: July 9, 2015
Net Increase (decrease) of this Change Order $ 121,040.60	Net Increase (decrease) of this Change Order 14 days Days
Contract Price with all approved Change Orders $ _	Contract Times with all approved Change Orders Substantial Completion: July 23, 2015 (date)

RECOMMENDED:	ACCEPTED:	APPROVED:
By: Ronald J. Gainer, P.E. Engineer (Authorized Signature)	By: _ Contractor (Authorized Signature)	By: _ Owner (Authorized Signature)
Date: 5/15/15	Date: 5/15/15	Date: _

TOWN OF PHILIPSTOWN HIGHWAY DEPARTMENT

South Mountain Pass Drainage Project

CHANGE ORDER NO. 1 - ADDITIONAL DRAINAGE WORK

Ronald J. Gainer, PE, PLLC

May 13, 2015

Bid Item	Bid Item	Units	Quantity	Unit Price ($)	Item Cost ($)
2	HDPE piping				
	a) 18"	550	LF	$93.50	$51,425.00
	b) 15"	160	LF	$102.96	$16,473.60
	c) 12"	0	LF	$71	$0
3	Catch basins				
	a) 30" x 30" x 48"	0	Ea	$1,055	$0
	b) 36" x 36" x 48"	5	Ea	$1,380	$6,900
4	HDPE End Sections	6	EA	$767	$4,602
5	Roadway Item 4 course	120	CY	$47.50	$5,700.00
6	Rip-rap at pipe outlets	25	CY	$54	$1,350
7	Rock Excavation & Backfill	200	CY	$150	$30,000
8	Unsuitable Excavation & Backfill	10	CY	$459	$4,590
CHANGE ORDER NO. 1- TOTAL ESTIMATED COST					**$121,040.60**
Sun-Up Enterprises, Inc. Low Bid					$129,876.00
GRAND TOTAL, BID AMOUNT + CHANGE ORDER NO. 1					**$250,916.60**

Town Clerk <townclerk@philipstown.com>

(T) Philipstown Highway Department - South Mountain Pass Drainage Project

4 messages

Ron Gainer <rjgainer@comcast.net> Mon, May 18, 2015 at 10:17 AM
To: Tina Merando <townclerk@philipstown.com>
Cc: Roger Chirico <HighwayDepartment@philipstown.com>

Tina -

Enclosed pls find a ltr to the Town Board, transmitting proposed Change Order No. 1 on the project. This has been discussed between Richard Shea and Roger over the past few weeks. At this time, it's been finalized. I will be dropping off to Town Hall the original, with all copies of the CO, by tomorrow. Pls see that it gets placed on an upcoming TB agenda ASAP, for their review and action.

Any questions, pls call.

Ron Gainer
Ronald J. Gainer, PE, PLLC
PO Box 417
Pawling, NY 12564
(tel) 845-878-6507
(cell) 845-527-1432
rjgainer@comcast.net

05-18-15 TB transmittal ltr + CO 1.pdf
985K

Town Clerk <townclerk@philipstown.com> Mon, May 18, 2015 at 10:34 AM
To: Ron Gainer <rjgainer@comcast.net>

We are meeting on the 27th, is that soon enough?

[Quoted text hidden]
--
Tina M. Merando
Town Clerk
Town of Philipstown
238 Main St.
Cold Spring, NY 10516

TEL: 845-265-3329
FAX: 845-265-3958

Town Clerk <townclerk@philipstown.com> Mon, May 18, 2015 at 10:34 AM
To: Richard Shea <supervisor@philipstown.com>, John VanTassel <JVanTassel@philipstown.com>, Nancy Montgomery <NMontgomery@philipstown.com>, Michael Leonard <michaelleonard8544@gmail.com>, Robert Flaherty <rwf361@optonline.net>

[Quoted text hidden]

Ron Gainer <rjgainer@comcast.net> Mon, May 18, 2015 at 11:14 AM
To: Town Clerk <townclerk@philipstown.com>

Yeah; that will work. The Contractor will only be moving on site to start work on May 26.

Ron

From: Town Clerk
Sent: Monday, May 18, 2015 10:34 AM
To: Ron Gainer
Subject: Re: (T) Philipstown Highway Department - South Mountain Pass Drainage Project

[Quoted text hidden]

RESOLUTION
The following Resolution was presented by ____, seconded by _____ and unanimously carried;

WHEREAS, the Town Board desires to have the balance of drainage improvements originally proposed under the NYSDOT "Multi-Modal" grant completed at this time, and other necessary drainage replacements performed for the South Mountain Pass Drainage Project; and

WHEREAS, it is anticipated of having portions of the project roadway paved so as to reduce on-going maintenance issues; and

WHEREAS, Change Order No. 1 has been prepared utilizing pricing contained in the Contractor's Bid pricing totaling $121,040.60; and

WHEREAS, the total original Contract Price that was previously awarded to Sun-Up Enterprises, Inc. totals $129,876.00, will increase to a total of $250,916.60;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves Change Order No. 1 for the South Mountain Pass Drainage Project.

TOWN OF PHILIPSTOWN

P.O. Box 155, 238 Main Street, Cold Spring, NY 10516
Tel.: (845)265-3329 Fax: (845)265-3958

Application for Filming Permit

Applicant: ***Possible Productions, Inc***
(Name of Company and/or Individual)

25 Washington Avenue, Suite 4400
(Street Address)

Brooklyn, NY 11205 **917.671.4250**
(Locality) (State) (Zip) (Telephone)

Contact Information

Supply the name, address, local telephone number and cell number of the person who will be available 24 hours a day during the activity. This person should have control and responsibility for the direction of all participants in the permitted activity and for the property for which the activity is permitted.

Riley Malone
(Name of Individual)

25 Washington Avenue, Suite 4400 **Brooklyn, NY** **11205**
(Street Address) (Locality) (State) (Zip)

917.671.4250 **512.925.9830**
(Telephone Number) (Cell Number)

If applicant is not owner or tenant in possession of property where filming is to take place, supply owner information below:

OWNER: **(1) Town of Philipstown – Lane Gate Road. (2) Eilzabeth Todd Healy – 501 Lane Gate Road**
(Owner of Property)

(1) 845.265.3329 **(2) 845.265.2550**
(Telephone Number) (Cell Number)

FILMING FORMAT

Student | Public Service, Teaching or Not-for-Profit ☐ | Agency Advertising ☐ | Feature Film, TV, or Video ☐

Private Property ☐ | Public Property ☐

PROJECT NAME: ***The Affair – Season 2***
(Name of Person or Entity Being Filmed)

LOCATION: ***(1) Lane Gate Road (301/Moffat Road)*** ***(2) 501 Lane Gate Road, Cold Spring, NY 10516***
(Street Address) (Locality)

FILMING DATES: ***Monday, June 8, 2015*** ***HOURS:*** ***4PM – 8PM***

(APPLICATION CONTINUED)

DESCRIPTION OF ALL VEHICLES, EQUIPMENT, PROPS AND SETS TO BE USED IN CONNECTION WITH FILMING:

Vehicles: *(4) Stakebed Trucks, (4) 15 Passenger vans, (1) Van generator, (10) Personal Vehicles, (1) Picture Car – Truck*

Equipment: ***Jib arm (small camera crane), Dolly track and Camera Dolly, Lighting equipment, Power van, Grip equipment, Props, cable,***

Props: ***(6) picture Cows, (1) picture car – truck, Chairs, 10x10 popup tents***

Sets: ***Lane Gate Road between 301/Moffat Road and 501 Lane Gate Road***

Outdoor Lighting: ***Using Natural light & (4) 10K lights***

Attach child performer permit(s) for each performer under 18.

OTHER INFORMATION AS MAY BE REQUIRED BY THE TOWN: Scene: Actress walks down Country Road. Working with Putnam County Sheriff's Office for police assistance: Captain Velotti 845.225.4300 x+ 207 845.222.9791c

TOWN OF PHILIPSTOWN

P.O. Box 155, 238 Main Street, Cold Spring, NY 10516
Tel.: (845)265-3329 Fax: (845)265-3958

Applicant: Riley Malone 5.14.15
Date

Signed By: [signature]

Title: Location Scout

The Owner hereby consents to this Application and the filming to be done hereunder:

[signature] 5.14.15
Signature of Owner(s) Date

RELEASE AND INDEMNITY OF LIABILITY

In consideration of permission granted by the Town of Philipstown for the use of the above Filming Permit:

The undersigned applicant hereby releases from liability, absolves and agrees to defend, indemnify and hold harmless the Town of Philipstown, its officers, officials, employees, agents and volunteers, from and against any and all claims, actions at law, damages and/or liability, including expenses, attorney's fees, losses, claims, recoveries, judgments and causes of action whatsoever arising out of the grant of this filming permit. If, as a result of the grant of this filming permit, damage is sustained to any property owned by the Town of Philipstown, the undersigned permit holder agrees to reimburse to the Town of Philipstown the fair market value of any repair to, or replacement of, such property.

Riley Malone
Applicant

Signed By: [signature]

Title: Location Scout

FOR OFFICE USE

FILMING PERMIT

APPROVED ☐ **APPROVED WITH SPECIAL CONDITIONS** ☐ **DENIED** ☐

Commencement Date: _____ **Expiration Date:** _____

_____
Town Supervisor
Subject to the restrictions in Town Code Section 89-5 and Chapter 89

SPECIAL CONDITIONS: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co. Risk Management Services
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License# 0726293
505 North Brand Blvd, Suite 600
Glendale, CA 91203-3944
Phone: 877-790-8155 Fax: 818-539-1693 Email: CBS_Certificates@ajg.com

CONTACT NAME: CBS Certificate Processing
PHONE (A/C, No, Ext): 877-790-8155 FAX (A/C, No): 818-539-1693
E-MAIL ADDRESS: CBS_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	Travelers Insurance Company of Canada	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CBS CORPORATION
Showtime Networks/Possible Productions Inc.
176 Grand Street, 4th Floor
New York, NY 10013

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TC2JGLSA121D6189TIL14 (USA)	12/31/14	12/31/15	EACH OCCURRENCE	$ 5,000,000
B	CLAIMS-MADE X OCCUR			234D4683 (Canada)	12/31/14	12/31/15	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 15,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TC2JCAP121D6190TIL14 (USA)	12/31/14	12/31/15	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Auto Physical Damage			TC2JCAP121D6190TIL14 (USA)	12/31/14	12/31/15	Comp. Deductible	$ 0
							Coll. Deductible	$ 0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is deemed Additional Insured as required by written or verbal contract. Refer to attached General Liability endorsement (CG T8 31) for scope of Additional Insured status. Further, the Certificate Holder is included as a Loss Payee for Auto Physical Damage if required by written or verbal contract. This Additional Insured and/or loss payee status arises solely as respects the filming of the motion picture and/or television production: "THE AFFAIR".

CERTIFICATE HOLDER

Town of Philipstown
238 Main Street
Cold Spring, NY 10516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Campbell

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4. CONDITIONS

As a condition of coverage provided to the additional insured by this endorsement:

a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may give rise to a claim. To the extent possible, such notice should include:

i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured, must:

i. Immediately record the specifics of the claim or "suit" and the date received;

ii. Notify us as soon as practicable; and

iii. See to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance simultaneously which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insurance applies:

a) As if each Named Insured were the only Named Insured; and

b) Separately to each insured against whom claim is made or "suit" is brought.

6. DEFINITIONS

The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a) After the signing and execution of the contract or agreement by you;

b) While that part of the contract or agreement is in effect; and

c) Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED
(INCLUDING PRIMARY/NON-CONTRIBUTORY AND SEPARATION OF INSUREDS PROVISIONS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a verbal contract or agreement or a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b) If, and only to the extent that, the injury or damage is caused by your acts or omissions or "your work" or by your subcontractor in the performance of "your work" to which the verbal contract or agreement or "written contract requiring insurance" applies.

   The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. **LIMITATIONS**

   The insurance provided to the additional insured by this endorsement is limited as follows:

   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". In absence of a "written contract requiring insurance", the limits of insurance available to the additional insured shall be $1,000,000 for the sum of all damages because of "bodily injury", "property damage" and "personal injury". This endorsement shall not increase the limits of insurance described in Section **III** - Limits of Insurance.

   b) The insurance provided to the additional insured by this endorsement shall be limited to the more restrictive of:

      i. The scope of coverage required by contract or agreement; or

      ii. What is insured by this Coverage Part.

   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

   d) If you have agreed to provide insurance to the additional insured pursuant to a contract or agreement with a third party media production company then the insurance provided to the additional insured shall be limited to liability for "bodily injury", "property damage" or "personal injury" caused by or arising from the specific media being produced on your behalf.

3. **PRIMARY/NON-CONTRIBUTORY AMENDMENT TO OTHER INSURANCE CLAUSE**

   The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.