



## **AGENDA**

### **August 7, 2023**

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#### **I. OPEN MEETING**

#### **II. PUBLIC HEARING**

- Cable Franchise

#### **III. NEW BUSINESS**

- Approve minutes from June 20, 2023.
- Approve renewal of cable franchise (if applicable).
- Approve Bond Resolution Authorizing the Issuance of an Additional \$2,656,000 Bond to Pay the Increased Cost of the Construction of New Wells and Related Facilities and Improvements.
- Approve Labella recommendations to award the Lower Baxter General contract to T&A Construction and the Electrical contract to Kasselmann.
- Authorize the Mayor to sign contracts with T&A Construction and Kasselmann when all paperwork is finalized.
- Approve advertisement of Lower Baxter Generator bid.
- Discuss use of Chamber of Commerce public bathroom.
- Approve Metro North Treasurer's Report for June 2023.

#### **IV. OLD BUSINESS**

- Engineer's Report

#### **V. MOTION TO PAY BILLS**

- July bills in the amount of \$207,383.39.

#### **VI. ADJOURNMENT**

#### **VII. EXECUTIVE SESSION - Litigation**

**RENEWAL**  
**CABLE TELEVISION FRANCHISE**  
**FOR**  
**THE VILLAGE OF PAWLING, NEW YORK**

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## VILLAGE OF PAWLING RENEWAL FRANCHISE

### INTRODUCTION

WHEREAS, Comcast of New York, LLC, (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Village of Pawling, New York (hereinafter the "Village"), said Franchise having commenced on July 7, 2009;

WHEREAS, the Village is a Franchising Authority in accordance with Title VI of the Federal Cable Act (see 47 U.S.C. § 522 (10)), and is authorized to grant one or more non-exclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated December 9, 2020, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and Section 891.2(a) of the rules of the New York State Public Service Commission (at 16 NYCRR Part 891);

WHEREAS, the Franchising Authority has considered Franchisee's legal and financial conditions and character; technical ability; ability to maintain and operate the cable television system; and approved the foregoing in a full public proceeding affording due process prior to determining that Franchisee is reasonably able to meet the future cable-related needs of the community;

WHEREAS, the Village desires to enter into this Renewal Franchise with Franchisee for the continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the terms of this Franchise were considered and found adequate and feasible in a full public hearing affording due process;

WHEREAS, the Franchise complies with the Commission's franchise standards;

WHEREAS, this Franchise is non-exclusive;

WHEREAS, the terms of this Franchise are subject to the approval of the Commission; and

WHEREAS, the Board of Trustees of the Village of Pawling, as the Franchising Authority, finds that Franchisee has complied with the terms of the previous Franchise.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

**ARTICLE 1**  
**DEFINITIONS**

**SECTION 1.1 - DEFINITIONS**

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Article 11 of Chapter 48 of the New York Consolidated Laws, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Franchising Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Village of Pawling, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but

such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Commission – shall mean the New York Public Service Commission or any successor agency thereto.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network.

(h) Educational/Government Access Channel – shall mean the video channel(s) made available by the Franchisee and designated for non-commercial use by 1) the Franchising Authority for the purpose of showing public local government programming; and 2) by educational institutions chartered or franchised by the New York State Department of Education or Board of Regents, such as public or private schools (grades K-12), but not “home schools,” community, public or private colleges or universities;

(i) Effective Date – This Renewal shall become effective on the date that the Commission issues a Certificate of Confirmation for said Renewal Franchise.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchising Authority – shall mean the Board of Trustees of the Village of Pawling, New York, or the lawful designee thereof.

(l) Franchisee – shall mean Comcast of New York, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.



(m) Franchise Fee – shall mean the payments to be made by Franchisee to the Franchising Authority, the Village of Pawling and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(n) Gross Annual Revenues – means the Cable Service revenue actually received by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, installation fees and equipment rental fees. Gross Revenue shall not include advertising and home shopping revenue, refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(o) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(t) Public Access Channel – shall mean a video channel made available by the Franchisee for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Village of Pawling residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal Franchise.

(v) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Village of Pawling, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Village of Pawling for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Signal – shall mean any transmission which carries Programming from one location to another.

(y) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(z) Subscriber – shall mean a Person who lawfully receives Cable Service with Franchisee's express permission.

(aa) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(bb) Village – shall mean the Village of Pawling, New York.

(cc) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(dd) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2**  
**GRANT OF RENEWAL FRANCHISE**

**SECTION 2.1 - GRANT OF RENEWAL FRANCHISE**

(a) Pursuant to the authority of the Cable Act; Article 11 of the New York Public Service Law (“PSL”), as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New York, LLC, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Village of Pawling. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act; Article 11 of the New York Public Service Law, as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended; and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Franchisee shall file applications for all necessary approvals from the Commission within sixty (60) days from the date the Franchise is granted or amended.

(d) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY**

(a) The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on the date on which the State Commission issues a Certificate of Confirmation for said Renewal Franchise.

(b) Provided that Franchisee is in substantial compliance with this Agreement and all relevant rules and regulations related thereto, Franchisee is hereby given an option to renew this Franchise for one additional five (5) year period upon notice given to the Village of Franchisee's intention to exercise such option, provided such notice is given in accordance with 16 NYCRR §891 or as such regulations may be amended.

### **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

### **SECTION 2.4 - RENEWAL**

(a) In accordance with the provisions of federal law, P.S.L. § 222 and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed fifteen (15) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Franchisee and the Franchising Authority and shall contain such modified or additional terms as Franchisee and the Franchising Authority may then agree.

### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Renewal Franchise shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable System, Franchisee, or this

Franchise, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. This Franchise is a contract and except as to those changes which are the result of the Franchising Authority's lawful exercise of its general police power, the Franchising Authority may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Franchisee and the Franchising Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation that is not generally applicable, this Franchise shall control. Notwithstanding any other provision of this Franchise, Franchisee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

#### **SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE**

(a) Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises or other authorizations to other Cable Service providers or wireline-based video service providers within the Village for the right to use and occupy the Public Ways or streets within the Village's jurisdiction.

(b) As set forth in 16 NYCRR Part 895.3, no municipality may award or renew a franchise for Cable Television Service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

(c) The issuance of additional franchise(s) shall be subject to all applicable federal and state laws, including 16 NYCRR Part 895.3 and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television franchise or other authorization is filed with the Franchising Authority, proposing to serve the Village, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by

registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(e) To the extent allowed by applicable law(s), the grant of any additional cable television franchise(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(f) In the event that Franchisee believes that any additional franchise(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Village and to the Commission, as set forth in 16 NYCRR Part 892.

(g) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that any such additional franchise(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal Franchise. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(h) In the event that Franchisee demonstrates that an existing or future Cable Service provider or wireline-based video service provider in the Village has been provided relief by the Franchising Authority from any obligation of its franchise, Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Village and to the Commission, as set forth in 16 NYCRR Part 892.

(i) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that said existing or future Cable Service provider or wireline-based video service provider has been provided relief by the Franchising Authority from any obligation of its franchise. Franchisee shall provide the Franchising Authority with such

financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(j) In the event that Cable Services or wireline video services are being provided to the Village by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Franchisee, which is not in any way an affiliate of Franchisee, and such Person(s) or MVPD is not required by applicable law to be franchised by the Franchising Authority, and to the extent that Franchisee reports to the Franchising Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Franchisee's Cable System operations in the Village, Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue, in accordance with State and local laws applicable to public hearings generally.

(i) Along with said written request, Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to present the basis and the reasons for its determination. Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(ii) Should Franchisee demonstrate that the Cable Service(s) or wireline based video service of such Person(s) is having a negative financial impact upon Franchisee's Cable System operations in the Village, Franchisee shall commence the formal amendment process by written notice sent to the Village and to the Commission, as set forth in 16 NYCRR Part 892.

(k) Pursuant to 16 NYCRR Part 892-1.4, no amendment to Franchise Agreement shall be effective without the prior approval of the Commission.



## ARTICLE 3

### SYSTEM SPECIFICATIONS AND CONSTRUCTION

#### SECTION 3.1 - AREA TO BE SERVED

(a) Franchisee shall comply with 16 NYCRR Part 895.5 with regard to requirements for construction of cable television plant and provision of cable television services.

(b) Franchisee shall upon request make Cable Service available to every residential dwelling unit within the Village where the minimum density is at least fifteen (15) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that any request for plant extension is measured from the existing Trunk and Distribution System from which a usable Cable Service signal can be obtained and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within one hundred fifty feet (150') of the nearest distribution pole line within the Public Way. Upon written request from the Village, Franchisee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Village of the survey results and applicable costs to extend Service to the area. Upon written request from the Village, Franchisee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Village of the survey results and applicable costs to extend Service to the area.

(c) Franchisee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible provided that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Franchisee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Franchisee's Trunk and Distribution System. For non-Standard Installations Franchisee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber

requesting such for underground installations. With respect to areas of the Village which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town(s).

(d) Access to Cable Service will not be denied to any group of potential residential subscribers because of income of the residents of the local area in which such group resides.

(e) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150') of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(f) Subject to the provisions of this Article 3 and provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it may install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

Franchisee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

### SECTION 3.3 SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of existing active drops, outlets and Standard Cable Service, at no charge to the Village, to each public building, as designated by the Franchising Authority within the Village, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Franchisee shall provide one (1) drop, outlet and Standard Cable Service at no charge to all new public buildings and other Village owned public buildings, along the distribution cable subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing drops or outlets, or to install an additional drop or outlet, at no cost, to any listed location in Exhibit A. In the event the Franchisee is required to move an existing drop or outlet or to install an additional drop or outlet to a location listed in **Exhibit A**, Franchisee may charge the Village for such move or installation based on Franchisee's cost for time and materials, plus a reasonable return on investment.

(d) Standard Cable Services described in this section are in-kind obligations that constitute a portion of the Franchise Fee and count against the maximum franchise fee cap of five percent (5%) established by 47 USC § 542.

(e) In accordance with applicable law, the marginal cost of the Standard Cable Services for the locations listed on **Exhibit A** attached hereto may be (i) recovered from Subscribers as a franchise fee, (ii) deducted from quarterly franchise fee payments made to the Franchise Authority, or (iii) invoiced to the Franchise Authority for payment, with the marginal cost of the services being disclosed to the Franchise Authority in advance.

(f) Franchisee shall notify Franchise Authority in writing regarding the amount of the monthly service fee for each location listed on **Exhibit A** based on the marginal cost of the services. The Franchising Authority shall notify Franchisee within sixty (60) days from receipt of such notice of marginal cost whether Franchise Authority wants the amount due each month to be implemented as a franchise fee, invoiced for payment, or deducted from quarterly franchise fee payments on a prospective basis.

#### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said converter box.

#### **SECTION 3.5---EMERGENCY ALERT OVERRIDE CAPACITY**

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

## ARTICLE 4

### TECHNOLOGICAL AND SAFETY STANDARDS

#### SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Renewal Franchise is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Village or any public utility serving the Village.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Village, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

#### SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid

by Franchisee upon written demand by the Franchising Authority. Prior to such repair or restoration, the Village shall submit a written estimate to Franchisee of the actual cost of said repair or restoration.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Village where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Village where public utility lines are aerially placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by the Franchising Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating the Cable System shall be reimbursed to Franchisee in the event public or private funds are raised for the project and made available to other users of the Public Way. If funds are not made available for reimbursement, Franchisee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Village to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with any Village bylaws/ordinances and regulations.

#### **SECTION 4.5 – STRAND MAPS**

Franchisee shall maintain a complete set of strand maps of the Village, which will show those areas in which its facilities exist. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

#### **SECTION 4.6 - BUILDING MOVES**

(a) In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Franchisee shall have the right to reimbursement under any applicable insurance or government program for reimbursement.

#### **SECTION 4.7 - DISCONNECTION AND RELOCATION**

(a) In accordance with applicable law, Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Village department acting in a lawful governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) Franchisee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Village. If funds are not reimbursed, Franchisee reserves the right to pass its costs through to Subscribers.

#### **SECTION 4.8 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Village, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Village shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority shall give Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) Franchisee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Village. If funds are not reimbursed, Franchisee reserves the right to pass its costs through to Subscribers.



**ARTICLE 5**  
**PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with applicable FCC Rules and Regulations, P.S.L. § 224-a, and 16 NYCRR 890.80 regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

**SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial leased access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law. Franchisee shall have no editorial control over the content of programming on leased access channels and are not subject to any liability therefrom.

## ARTICLE 6

### PEG ACCESS CHANNEL(S) AND SUPPORT

#### SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Franchisee shall comply with minimum standards for Public, Educational and Governmental (PEG) access channels by continuing to provide the technical ability to playback pre-recorded programming and to transmit programming consistent with Section 895.4 of the Rules of the State Commission.

(b) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Franchisee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(c) Franchisee shall continue to make available one (1) channel as a Public Access Channel to be used for Public Access Programming. A Public Access Channel may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(d) Franchisee shall continue to make available one (1) channel as an Educational/Governmental Access Channel to be used for educational and governmental access video programming provided by the Franchising Authority or designated educational institution. An Educational/Governmental Access Channel

may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(e) Should the Village or designated educational institution begin cablecasting Educational/Governmental Access video programming, the Village or designated educational institution will be responsible for delivering said programming to Franchisee's headend, where Franchisee will be responsible for transmitting said programming onto the Subscriber Network. The Village acknowledges that it shall be responsible for the costs associated with construction of necessary video return lines, origination of programming and related equipment costs, necessary to allow for cablecasting from an origination point within or outside of the Village. Said payment shall be made in advance to the Franchisee subject to the provision to the Village of a detailed cost estimate.

(f) In the event the Franchising Authority or other PEG Access User elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

#### **SECTION 6.2 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Franchising Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Franchisee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Franchisee.

#### **SECTION 6.3 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE**

In the event a Franchise is issued by the Franchising Authority to a competing Franchisee, the competing Franchisee may not connect its system to Franchisee's Cable System for purposes of obtaining PEG Access Programming from the Franchisee's PEG Access channels without the prior written consent of Franchisee.

#### **SECTION 6.4 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

The Franchising Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

#### **SECTION 6.5 – FRANCHISE RELATED COST**

The Franchising Authority acknowledges that under the Cable Act, certain franchise related costs, including but not limited to costs of providing PEG Access channel capacity, transmitting PEG Access programming, the cost to construct video return lines from and to video origination sites, the cost to activate and maintain PEG channels, as well as any other costs arising from the provision of PEG services, and the cost of other franchise requirements may be recovered in accordance with applicable law.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Franchisee shall comply with the customer service regulations promulgated by the State Commission in 16 NYCRR Part 890 as they exist or as they may be amended from time to time.

#### **SECTION 7.2 – SERVICE INTERRUPTIONS**

Franchisee shall comply with 16 NYCRR Part 890.65 with respect to credits provided to customers affected by service outages in excess of four (4) continuous hours.

#### **SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY**

Franchisee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

#### **SECTION 7.4 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to

FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

#### **SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee.

**ARTICLE 8**  
**PRICES AND CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State [P.S.L. 224-a] notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Franchising Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise requirements may be passed through to the Subscribers in accordance with federal law.

**ARTICLE 9**  
**REGULATORY OVERSIGHT**

**SECTION 9.1 - INDEMNIFICATION**

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Franchising Authority within the timely receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. The Franchisee shall not be required to Indemnify the Franchising Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Franchising Authority.

**SECTION 9.2 - INSURANCE**

(a) Franchisee shall carry Commercial General Liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New York protecting, as required in this Renewal Franchise, Franchisee and listing the Village as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.



(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide the Franchising Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

### **SECTION 9.3 - FRANCHISE FEES**

(a) Franchisee shall pay a Franchise Fee to the Village, throughout the term of this Renewal Franchise equal to three percent (3%) of Franchisee's Gross Annual Revenue.

(b) The Franchise Fee shall be paid semi-annually to the Village throughout the term of this renewal Franchise, no later than forty-five (45) days from the last date of the calculation period in each year of this Franchise Renewal.

(c) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by Franchisee to the Franchising Authority, or its designee(s), to be used for PEG Access operations, (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchisee Fee" pursuant to Section 622(g)(2) of the Cable Act.

(d) All payments by Franchisee to the Village pursuant to this Section shall be made payable to the Village and deposited with the Village Treasurer unless otherwise agreed to in writing by the parties.

#### **SECTION 9.4 - EQUAL EMPLOYMENT OPPORTUNITY**

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

#### **SECTION 9.5 - REVOCATION OF FRANCHISE**

The Franchise issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Franchising Authority for any substantial violation of any material provision of this Agreement; for defrauding or attempting to defraud the Village or Subscribers; or for any other material breach of this Agreement; or by the State Commission in accordance with P.S.L. § 227.

#### **SECTION 9.6 - NOTICE AND OPPORTUNITY TO CURE**

If the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several material provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the material provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) If (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

#### **SECTION 9.7 - TRANSFER OR ASSIGNMENT**

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer

shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Village shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Village has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

#### **SECTION 9.8 - REMOVAL OF SYSTEM**

Upon termination of this Renewal Franchise or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### **SECTION 9.9 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal and state law, including but not limited to the rules and regulations of the FCC and the State of New York (Article 11 of Chapter 48 of the New York Consolidated Laws), as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.10 - NO THIRD-PARTY BENEFICIARIES**

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

## **ARTICLE 10**

### **MISCELLANEOUS**

#### **SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

#### **SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; pandemics; public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Franchisee's control.

#### **SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for

a receipt as proof of delivery to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Village of Pawling  
Attn: Mayor  
9 Memorial Avenue  
Pawling, NY 12564

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.  
Attn: VP, Government/Regulatory Affairs & Community Impact  
222 New Park Drive  
Berlin, CT 06037

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Franchising Authority and the Franchisee. Any franchise agreements, agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

## **SECTION 10.5 - CAPTIONS**

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

## **SECTION 10.6 – WARRANTIES**

The Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Renewal Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise;
- (c) This Renewal Franchise is enforceable against the Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

## **SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE**

All of the provisions in this Renewal Franchise shall apply to the Village, Franchisee, and their respective successors and assigns.



WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2023.

**VILLAGE OF PAWLING**

By:

\_\_\_\_\_  
Village Mayor

**COMCAST OF NEW YORK, LLC**

By:

\_\_\_\_\_  
Carolyne Hannan  
Senior Vice President  
Western New England Region

**EXHIBIT A**

**PUBLIC BUILDINGS ON THE CABLE SYSTEM**

Municipal Buildings:

Village Hall

Library

Fire Department

**EXHIBIT B**  
**PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

**BOND RESOLUTION**

At a regular meeting of the Board of Trustees of the Village of Pawling, Dutchess County, New York, held at the Village Hall, in Pawling, New York, in said Village, on the 7th day of August, 2023, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

**PRESENT:**

**ABSENT:**

The following resolution was offered by Trustee \_\_\_\_\_, who moved its adoption, seconded by Trustee \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$2,656,000 BONDS OF THE VILLAGE OF PAWLING, DUTCHESS COUNTY, NEW YORK, TO PAY THE INCREASED COST OF THE CONSTRUCTION OF NEW WELLS AND RELATED FACILITIES AND IMPROVEMENTS IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Village Board of Trustees of the Village of Pawling, Dutchess County, New York, has determined will not result in any significant adverse environmental effects; and

WHEREAS, the Board of Trustees on September 7, 2022, duly adopted a bond resolution authorizing the issuance of \$2,334,000 bonds of said Village to pay the cost of the construction of new wells; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$4,990,000, and includes improvements to water treatment facilities and transmission lines, an increase of \$2,656,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$2,656,000 bonds of said Village to pay costs thereof; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Pawling, Dutchess County, New York, as follows:

Section 1. For the object or purpose of paying additional costs of the construction of new wells in and for said Village, as well as improvements to water treatment facilities, transmission lines, and incidental improvements (including utility line relocation) and expenses in connection therewith (the "Water Improvements"), there are hereby authorized to be issued an additional \$2,656,000 bonds of the Village of Pawling, Dutchess County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such Water Improvements, being a specific object or purpose is now determined to be \$4,990,000 and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$2,334,000 bonds of said Village authorized to be issued pursuant to a bond resolution dated and duly adopted September 7, 2022 hereby modified as to the Water Improvements to be so financed; and
- b) by the issuance of the additional \$2,656,000 bonds of said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law;

provided, however, the amount of bonds ultimately to be issued shall be reduced dollar for dollar by grants received in connection therewith.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first obligations for said specific object or purpose. The maximum maturity of the bonds authorized herein shall exceed five years.

Section 4. The faith and credit of said Village of Pawling, Dutchess County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Village Treasurer shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, the Village Treasurer shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution, which takes effect immediately due to an Order on Consent, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_

\_\_\_\_\_ VOTING \_\_\_\_\_

\_\_\_\_\_ VOTING \_\_\_\_\_

\_\_\_\_\_ VOTING \_\_\_\_\_

\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \*



STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF DUTCHESS        )

I, the undersigned Clerk of the Board of Trustees of the Village of Pawling, Dutchess County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 7th day of August, 2023.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of August, 2023.

\_\_\_\_\_  
Village Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on August 7, 2023, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village of Pawling, Dutchess County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Village Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Pawling, New York,  
August 7, 2023.

/s/Jennifer Osborn  
Village Clerk

**BOND RESOLUTION DATED AUGUST 7, 2023.**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$2,656,000 BONDS OF THE VILLAGE OF PAWLING, DUTCHESS COUNTY, NEW YORK, TO PAY THE INCREASED COST OF THE CONSTRUCTION OF NEW WELLS AND RELATED FACILITIES AND IMPROVEMENTS IN AND FOR SAID VILLAGE.**

Specific object or purpose:	The construction of new wells, improvements to water treatment facilities, transmission lines and incidental improvements and expenses
Period of probable usefulness:	Forty years
Total maximum estimated cost:	\$4,990,000
Amount of obligations to be issued:	Additional \$2,656,000 bonds; \$2,334,000 previously authorized
SEQRA Status:	Unlisted Action; Negative Declaration. SEQRA compliance materials, as well as Order on Consent, on file in office of Village Clerk where they may be inspected upon appointment during regular office hours

## Treasurer's Report June 1, 2023 – June 30, 2023

June 1, 2023		
Checking	\$120.88	
Money Market	\$9,160.32	
	<b>Total</b>	<b>\$9,281.20</b>
<b>Receipts</b>		
Interest earned		
	<b>Total Receipts</b>	<b>\$0.00</b>
<b>Disbursements:</b>		
June 13, 2023 – June 5, 2023 Vouchers	\$333.28	
	<b>Total Disbursements</b>	<b>\$333.28</b>
Cash Balance – May 31, 2023		
Location of Funds –		
Checking	\$120.88	
Money Market	\$8,827.04	
	<b>Total</b>	<b>\$8,947.92</b>

<b>Metro North Operating Exp Cash Balance 5/31/2023</b>	<b>\$13,104.71</b>
<b>Plus Interest Earned</b>	<b>\$4.31</b>
<b>Metro North Operating Expense Cash Balance 6/30/2023</b>	<b>\$13,109.02</b>
<b>Metro North Cap. Rsv Cash Balance 5/31/2023</b>	<b>\$28,707.15</b>
<b>Metro North Cap. Rsv Cash Bal 6/30/2023</b>	<b>\$28,707.15</b>
<b>Metro North Merchant Account 5/31/2023</b>	<b>\$9,754.18</b>
<b>June 2023 – Deposits</b>	<b>\$1,095.35</b>
<b>June 2023 - Merchant Svcs Charge</b>	<b>-\$122.89</b>
<b>Metro North Account Balance 6/30/2023</b>	<b>\$10,726.64</b>