

AGENDA
MARCH 22, 2023 – 6:00 PM.
MEETING OF THE BOARD OF TRUSTEES
OF THE INCORPORATED VILLAGE OF NORTHPORT
REGULAR MEETING

Meeting will be held live at Village Hall, 224 Main Street Northport, NY 11768 and will also be available via Zoom:

Register in advance to attend by Zoom only:

<https://us02web.zoom.us/join/zoom-join-link>

After registering, you will receive a confirmation email containing information about joining the meeting.

OPEN MEETING:

SALUTE TO THE FLAG:

ANNOUNCEMENTS:

PRESENTATION: Kevin Cusumano of Boy Scout Troop 539 would like to present a Native Garden Kiosk about rising tides and global warming for his Eagles Scout project.

CONTINUATION OF PUBLIC HEARING: PLEASE TAKE NOTICE that the Village of Northport held a Public Hearing on the 7th day of March 2023 at 6:00 p.m. at Village Hall, 224 Main Street, Northport, NY 11768 regarding the granting of a cable television franchise agreement by and between the VILLAGE OF NORTHPORT and CABLEVISION SYSTEMS HUNTINGTON CORP.

PUBLIC PARTICIPATION:

BOARD APPROVAL OF WARRANT:

Prepay Governmental Funds Utility bills 3/10/23 in the amount of \$8,121.63

Fire bills 3-14-23 in the amount of \$29,237.47

Governmental Funds bills 3-22-23 in the amount of \$267,059.21

Payroll week 3/10/23 General Fund \$281,303.32

Payroll week 3/10/23 Sewer Fund \$16,052.55

BUSINESS/COMMISSIONERS REPORTS:

TREASURER REPORT:

CHIEF OF POLICE REPORT:

CORRESPONDENCE:

REQUESTS:

Due to the Fireman's Fair being held the week of July 10th Northport Chamber of Commerce requests permission to change the dates granted for Northport Family Nights to July 18th and July 25th, there will be no rain date.

Copenhagen Bakery is requesting to host an outdoor music program with local artists on Saturdays from May 1st – October 31st.

RESOLUTIONS:

RESOLUTION: 2023 – 52 ~ APPROVAL OF MINUTES

BE IT RESOLVED, the minutes of the March 7, 2023 meeting are hereby accepted.

RESOLUTION: 2023 – 53 ~ APPROVAL OF MINUTES

BE IT RESOLVED, the minutes of the March 13, 2023 meeting are hereby accepted.

RESOLUTION 2023 – 54 ~ AUTHORIZING THE VILLAGE OF NORTHPORT TO RENEW A CABLE FRANCHISE AGREEMENT WITH CABLEVISION SYSTEMS HUNTINGTON CORP. TO OPERATE A CABLE SYSTEM IN THE VILLAGE OF NORTHPORT, NY

WHEREAS, the Village of Northport, NY (the "Village") is a "franchising authority" in accordance with Title VI of the Communications Act of 1934, (the "Communications Act"), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the "Cable Laws");

WHEREAS, the Village, executed a franchise renewal agreement with CABLEVISION SYSTEMS HUNTINGTON CORP. (the "Franchisee") on June 12, 2012, which was thereafter confirmed and made effective by the New York State Public Service Commission on August 23, 2012 for a term of ten (10) years (Case No. 12-V-0293) and

WHEREAS, said franchise agreement thereafter expired on August 23, 2022; and

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

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

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

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

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement was held before the Village on March 7, 2023.

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

FURTHER RESOLVED, that the Village hereby authorizes the mayor to enter into the Franchise Renewal Agreement with CABLEVISION SYSTEMS HUNTINGTON CORP. and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Village of Northport.

RESOLUTION 2023 – 55 ~ APPOINTMENT OF FULL-TIME SECRETARY

WHEREAS, Pursuant to sections 3-301 of the Village Law, Mayor Koch has proposed the appointment of Catherine Lageraaen as a full-time secretary.

BE IT RESOLVED, That Catherine Lageraaen is hereby appointed as full-time Secretary commencing on March 27, 2023 or as soon thereafter as Ms. Lageraaen is able to start, and shall be compensated at the annual salary of \$50,000. (35/hrs. weekly, Monday through Friday 8:30 a.m. to 4:30 p.m.), plus \$1,500 annually for attendance at monthly meetings of the Board of Architectural and Historic review and shall be eligible for all applicable benefits.

BE IT FURTHER RESOLVED, this is Type II Action pursuant to 6 N.Y.C.R.R. Section 617.5 (c) 26, and, therefore, no further SEQRA review is required.

RESOLUTION 2023 – 38 ~ REVISED RESOLUTION 2023 – 56 ~ PART-TIME SEASONAL POLICE OFFICER

BE IT RESOLVED, That the Village Board of Trustees has authorized an offer of part time employment to Shaun Napolitano at a revised rate of \$35.00 per hour.

WHEREAS, the offer of employment to the Northport Village Police Department is a Type II Action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(26) and, therefore no further SEQRA review is required

RESOLUTION 2023 – 57 ~ PART-TIME SEASONAL POLICE OFFICER

BE IT RESOLVED, the Village Board of Trustees hereby authorizes an offer of part time seasonal Police Officer to Patrick Rogan who is currently a full time Police Officer with the Village of Asharoken, at the rate of \$35.00 per hour.

WHEREAS, the offer of employment to the Northport Village Police Department is a Type II Action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(26) and, therefore no further SEQRA review is required.

RESOLUTION 2023 - 58 ~ FIRST ARRIVING'S DIGITAL DASHBOARD SERVICE

WHEREAS, A "Sole Source" vendor First Arriving at 9555 Kings Charter Drive Suite K, Ashland, VA 23005 has been selected for a recurring subscription for a Digital Bulletin Board for the Police department at a cost for the first year not to exceed \$2,173.00 and

WHEREAS, this is a Type II action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(31), and, therefore, no further SEQRA review is required.

BE IT RESOLVED, the Mayor and Board of Trustees authorizes Chief Hughes to sign a contract and agreement with First Arriving.

RESOLUTION 2023 – 59 ~ AUTHORIZING THE MAYOR TO EXECUTE A RETAINER AGREEMENT WITH BRESLIN APPRAISAL CO., INC.

WHEREAS, The Village of Northport has had a lease agreement with Northport Trinity Church for the leasing of certain property located on Union Place commonly known as municipal parking lot number 9 (SCTM 404-9.00-2.0-38.0); and

WHEREAS, the Lease expired in February 2023, and;

WHEREAS, the Village has an option pursuant to the lease agreement after its expiration date to purchase the property, and;

WHEREAS, The Village is required by the terms of the lease agreement to obtain an independent appraisal of the property if the Village of Northport desires to negotiate to purchase the property, and;

WHEREAS, Breslin Appraisal Co., Inc. with offices at 44 Elm Street, Huntington, New York is licensed appraisal company, and;

WHEREAS, retaining an appraiser is a TYPE II action pursuant to 6 NYCRR 617.5 (c) 26 and further environmental review is not required.

NOW THEREFORE THE VILLAGE BOARD OF TRUSTEES HEREBY AUTHORIZES the Mayor to execute a retainer agreement with Breslin Appraisal Co., Inc. for the sum of three thousand five hundred and 00/xx dollars (\$3,500.00)

RESOLUTION 2023 – 60 ~ AUTHORIZING THE MAYOR AND TREASURER TO EXECUTE SUCH DOCUMENTS REQUIRED BY CAPITAL ONE BANK TO OPEN A BANK ACCOUNT FOR THE INCORPORATED VILLAGE OF NORTHPORT NUNC PRO TUNC.

WHEREAS, The Village of Northport desires to open and maintain bank accounts with Capital One Bank as a result of the recent financial issues at Signature Bank; and

WHEREAS, it is in the best interest of the Village of Northport to transfer money from Signature Bank to Capital One Bank; and

WHEREAS, the Village Treasurer has executed a third-party collateral agreement with Bank of New York Mellon in an effort to expedite the transfer of funds,

and

WHEREAS, the Mayor and Village is required to execute certain documents required by Capital One Bank to establish a banking relationship and to execute third party collateral agreements with the Bank of New York Mellon which will provide collateral for the Village of Northport bank accounts as required by New York General Municipal Law and New York State Banking Law, and

WHEREAS, opening bank accounts for the Incorporated Village of Northport is a TYPE II action pursuant to 6 NYCRR 617.5 (c) 26 and further environmental review is not required.

NOW THEREFORE THE VILLAGE BOARD OF TRUSTEES HEREBY AUTHORIZES the Treasurer and Mayor to execute such documents reasonably required to establish a banking relationship with Capital One Bank and execute third party collateral agreements with Bank of New York Mellon.

RESOLUTION 2023 – 61 ~ YOGA IN THE PARK

WHEREAS, the wellness program is a continuing program offered by the Village of Northport for the betterment of its residents.

BE IT RESOLVED, the mayor is hereby authorized to execute an agreement with Jennifer Tzimas to use the Northport Village Park Gazebo Saturday mornings at 8:30am from June 24 – August 12, 2023 for Yoga, as part of the Village of Northport's Wellness Program.

WHEREAS: each participant will be charged a fee of \$10.00 per class of which half of the fee will be paid to the Village of Northport.

RESOLUTION 2023 – 62 ~ MY SALTY SOUL YOGA

WHEREAS, the wellness program is a continuing program offered by the Village of Northport for the betterment of its residents.

BE IT RESOLVED, that the mayor is hereby authorized to execute and agreement with Deanna Arecco to offer complimentary fitness classes at Steers Beach on Saturday and Wednesday mornings 9:00am – 10:30am from June 3 – October 29, 2023 for Stand-Up Paddle Board Yoga, as part of the Village of Northport's Wellness Program.

RESOLUTION 2023 - 63 ~ SCHEDULE A PUBLIC HEARING ON LOCAL LAW PROPOSED "D" 306-18.1 A (2) APPLICATION FOR PERMIT OUTDOOR DINING

WHEREAS, The Northport Village Board of Trustees shall schedule a public hearing on the 4th day of April, 2023 at 6:00pm at Northport Village Hall, 224 Main Street, Northport, NY 11768 to consider the following proposed local law:

PROPOSED LOCAL LAW "D" OF 2023

A LOCAL LAW TO AMEND

CHAPTER 306-18.1 A (2) APPLICATION FOR PERMIT

(a) Applicants shall submit a sworn statement with a fee of ~~\$50~~ **\$250** that provides the following information and or statements; No further changes are being made to this section and

WHEREAS, the scheduling of public hearing to consider a code amendment is not an action pursuant to SEQRA, and no further SEQRA review is required at this time.

RESOLUTION 2023 - 64 ~ AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR MAINTENANCE OF A BACKUP GENERATOR LOCATED AT NORTHPORT FIRE DEPARTMENT STATION #1 ON WATERSIDE AVE

WHEREAS, the maintenance of generator system that services Station #1 of the Northport Fire Department is occasionally required in order to facilitate efficiency of services and prolong the life expectancy of the equipment; and

WHEREAS, an additional agreement was received by the Village Administrator, for inclusion of the maintenance and repair contract for the Station #1 generator system; and

WHEREAS, Cummins Sales and Service (Cummins) at 890 Zerega Avenue, Bronx, NY 10473 is the lowest responsive, responsible bidder at a price of Six thousand two hundred and twenty dollars and twenty-nine cents (\$6,220.29) for a five-year contract for the maintenance of the Kohler generator system in that Cummins already services other village generators and has the fastest response time which is of critical importance to the Village; and

WHEREAS, the generator maintenance contract is a Type II action pursuant to 6 N.Y.C.R.R. §617.5(c) (26) and therefore no further SEQRA review is required.

NOW, THEREFORE BE IT RESOLVED, the Mayor is hereby authorized to execute a contract with Cummins sales and service for the maintenance of the generator system servicing Fire Department Station #1 in the amount of \$6,220.29 and further authorizes the mayor or her designee to enforce the provisions of the contract and all other relevant documents as deemed necessary by the Village Attorney.

RESOLUTION 2023 – 65 ~ BUDGET TRANSFERS

BE IT RESOLVED, The Village Treasurer is hereby authorized to make the following budget transfers; see attached Schedule “A”.

The Annual Organizational meeting of the Board of Trustees will be Tuesday, April 4, 2023 at 6:00PM.

RESOLUTION FOR AN EXECUTIVE SESSION: if necessary, for personnel and/or litigation matters.

Respectfully submitted,

Georgina Cavagnaro
Village Clerk

Accounts Payable

Voucher Approval Document

User: j.dorio@northportny.gov
Printed: 03/10/2023 - 3:29PM
Batch: 00007.03.2023 - PREPAYS - UTILITY BILL



I hereby attest that the Board of Trustees for the Village of Northport certify that the vouchers on this abstract dated _____, and consisting of these _____ pages were audited and allowed in the amounts _____ shown.

Authorized Official Date _____

Authorization is hereby given and direction is made to pay each of _____ claimants

Georgina Cavagnaro Sign/Date _____
Village Clerk

Fund	Description	Amount
A0	GENERAL FUND	7,535.45
G0	SEWER	586.18
Report Total:		8,121.63

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
Printed: 03/10/2023 - 3:28PM
Batch: 00007.03.2023 - PREPAYS - UTILITY BILLS 3/10/2023



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
93	3/10/2023	MCI	LONG DISTANCE JANUARY	A0-3410-0401-0000	64.32
94	3/10/2023	NATIONAL GRID	HIGHWAY	A0-5110-0401-0000	1,268.82
94	3/10/2023	NATIONAL GRID	FIRE	A0-3410-0401-0000	2,080.15
94	3/10/2023	NATIONAL GRID	VILLAGE HALL	A0-1620-0401-0000	1,410.78
97	3/10/2023	OPTIMUM	FIRE DEPARTMENT MAIN	A0-3410-0401-0000	239.90
98	3/10/2023	OPTIMUM	FIRE DEPARTMENT BREAK ROOM	A0-3410-0401-0000	68.90
95	3/10/2023	PSEG	PARKS JAN 25 - FEB 22	A0-7140-0401-0000	818.32
95	3/10/2023	PSEG	DOCKS JAN 25 - FEB 22	A0-7180-0401-0000	96.66
95	3/10/2023	PSEG	STREET LIGHTS JAN 25 - FEB 22	A0-5182-0401-0000	39.12
95	3/10/2023	PSEG	TRAFFIC CONTROL JAN 25 - FEB 22	A0-3310-0401-0000	567.03
95	3/10/2023	PSEG	HIGHWAY JAN 25 - FEB 22	A0-5110-0401-0000	692.48
96	3/10/2023	VERIZON WIRELESS	ZOLL MONITORS JAN 24 - FEB 23	A0-3410-0409-0000	75.00
96	3/10/2023	VERIZON WIRELESS	SIM CARDS FOR CHIEF JAN 24 - FEB 23	A0-3410-0409-0000	113.97
95	3/10/2023	PSEG	LORD JOES LNDG JAN 25 - FEB 22	G0-8120-0401-0000	586.18
Warrant Total:					8,121.63

Accounts Payable

Voucher Approval Document



User: j.dorio@northportny.gov
Printed: 03/17/2023 - 9:33AM
Batch: 00009.03.2023 - 03222023 GOVT FUNDS

I hereby attest that the Board of Trustees for the Village of Northport certify that the vouchers on this abstract dated _____, and consisting of these _____ pages were audited and allowed in the amounts _____ shown.

Authorized Official Date _____

Authorization is hereby given and direction is made to pay each of _____ claimants

Georgina Cavagnaro Sign/Date _____
Village Clerk

Fund	Description	Amount
A0	GENERAL FUND	178,807.23
G0	SEWER	88,251.98
Report Total:		267,059.21

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
 Printed: 03/17/2023 - 9:33AM
 Batch: 00009.03.2023 - 03222023 GOVT FUNDS



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
161		MRS.ROBERT HOWARD	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
175		ADVANTAGE TITLE	RECORDING OF SEWER SERVICE AND ACCESS AGREEMEN	A0-1440-0400-0000	4,675.00
125		ANTHONY IANNONE	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
176		ANY-PART AUTO PARTS OF HUNTINGTON	FEB 2023 MISC AUTO PARTS	A0-1640-0409-0000	606.00
177		AT&T	CODE COMPLIANCE CELL PHONES - FEB 2023	A0-1620-0401-0000	73.52
127		ATLANTIC PROGRAM DELAGE LANDEN FINA	PRINTER LEASE	A0-3120-0409-0000	209.22
128		ATLANTIC SALT, INC.	SALT SUPPLIES 3/3/2023	A0-5142-0405-0000	4,932.68
124		AUTOMATIC DATA PROCESSING	PAYROLL FEES MARCH	A0-1325-0400-0000	420.85
124		AUTOMATIC DATA PROCESSING	PAYROLL FEES MARCH	A0-1325-0400-0000	782.60
122		B & L PC SOLUTIONS, INC.	NPD ANNUAL SUPPORT CONTRACT	A0-3120-0211-0000	34,464.00
178		BROADWAY AUTO PARTS, INC.	FEB INVOICES MISC AUTO PARTS	A0-1640-0409-0000	246.49
134		CAROLYN FALANGO	COURT REPORTER MARCH 6 2023	A0-1110-0400-0000	250.00
186		CATALIS TAX & CAMA	ANNUAL SOFTWARE SERVICE 4/1/22-3/31/23	A0-1680-0400-0000	2,500.00
163		COMMUNITY DEVELOPMENT SOLUTIONS	ANNUAL SUPPORT FOR MUNICITY SOFTWARE 2023/2024	A0-1680-0400-0000	4,892.50
174		COSTELLO'S HARDWARE	MASK SANDING	A0-5110-0409-0000	31.49
174		COSTELLO'S HARDWARE	CUTOFF WHEEL	A0-1640-0409-0000	32.32
174		COSTELLO'S HARDWARE	ANVIL AND LOPPER	A0-5110-0409-0000	62.08
174		COSTELLO'S HARDWARE	GOOF OFF REMOVER AND SPONGES	A0-1640-0409-0000	51.25
174		COSTELLO'S HARDWARE	CARBON MNXD DETECTOR	A0-5110-0409-0000	55.99
174		COSTELLO'S HARDWARE	HID ED 17 E26	A0-7140-0409-0000	17.99
174		COSTELLO'S HARDWARE	LED BULB	A0-7140-0409-0000	13.99
174		COSTELLO'S HARDWARE	BAND SAW BLADE	A0-5110-0409-0000	24.26
174		COSTELLO'S HARDWARE	ACE BRUSH WHEEL	A0-7140-0409-0000	14.38
174		COSTELLO'S HARDWARE	KILZ PREM PRIMER	A0-5110-0409-0000	33.28
174		COSTELLO'S HARDWARE	WATER STAIN REMOVER AND SPONGE	A0-1640-0409-0000	25.18
174		COSTELLO'S HARDWARE	POLISH CMPD AND APPLICATOR PADS	A0-5110-0409-0000	11.68
174		COSTELLO'S HARDWARE	DELUXE AIR BLOWGUN	A0-1640-0409-0000	19.79
174		COSTELLO'S HARDWARE	RSTP IE OBGL YEL 1 G	A0-1640-0409-0000	41.44
180		DEJANA TRUCK & UTILITY EQ	16#20 HIGHWAY PLOW MODULE	A0-1640-0409-0000	196.12
135		DEJANA TRUCK & UTILITY EQ	BATTERY FAILURE WITH PLOW ATTACHED AND JOYSTICK	A0-1640-0409-0000	430.75
136		DELUXE FOR BUSINESS	CHECK STOCK FOR NEW ACCOUNTING SYSTEM	A0-1325-0400-0000	296.47

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
137		DOCKSIDE GLASSWORKS	REAR GLASS INSTALLED 2004 FORD F350	A0-1640-0409-0000	200.00
181		DONNA KOCH	CELL PHONE REIMBURSEMENT JAN - MAR	A0-1650-0400-0000	300.00
123		EAGLE POINT GUN	4 AE223 @156.99	A0-3120-0409-0000	627.96
139		EDWARD MC MULLEN	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
182		EMPIRE FORD	POLICE 902 VEHICLE - HOSE AND TUBE	A0-1640-0409-0000	302.97
138		ERIC BRUCKENTHAL	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	4,082.50
140		ERICA REINHARD	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
142		FREDERICK SCHMIDT JR	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
183		GABRIELLI TRUCK SALES LTD	2016 MACK - HIGHWAY	A0-1640-0409-0000	242.19
143		GABRIELLI TRUCK SALES LTD	INSULATORS AND LING RING	A0-1640-0409-0000	569.62
145		GARY HENRY HOFFMAN	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
146		GENE ROEMER	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
144		GEORGE CONTAS	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
147		HENDRICKSON FIRE RESCUE EQUIPMENT	PLOW PARTS	A0-1640-0409-0000	566.62
149		JOHN MC GINN JR	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
150		JOHN SCHNEIDER	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
148		JOSEPH CORREIA	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
151		LAURA KAPLAN	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	692.40
184		LAW OFFICES OF JAMES P. CLARK, P.C	VILLAGE CODE MEETING FEBRUARY 2023	A0-1420-0400-0002	112.50
154		LAWRENCE SPRINGSTEEN	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
126		LIGHTPATH	VILLAGE HALL PHONES MARCH 2023	A0-1650-0400-0000	2,386.27
152		LOCAL 342 INSURANCE TRUST	DENTAL OPTICAL LIFE AD&D MARCH 2023	A0-9045-0804-0000	4,359.00
153		LORETTA GUNN	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
160		MRS. ROBERT AVERSANO	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
157		NEW YORK GOVERNMENT FINANCE OFFICE	NYGFOA SEMINAR MARCH 2023 FOR SIOBHAN COSTELL	A0-1325-0400-0000	650.00
156		NICHOLAS TURTURRO	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
106		NORTH ATLANTIC COMMUNICATIONS	ANNUAL MAINTENANCE OF PHONE SYSTEM 4-1-23- 3/31/2	A0-3120-0211-0000	795.00
158		NYS MUNICIPAL WORKERS COMPENSATION	FOURTH INSTALLMENT FOR FUNDING PERIO 7/1-6/30-23	A0-9040-0803-0000	78,042.25
129		OPTIMUM	20 BEACH AVE MARCH 2023	A0-1620-0401-0000	365.10
129		OPTIMUM	224 MAIN ST MARCH 2023	A0-1620-0401-0000	276.94
130		OPTIMUM	BAYVIEW AVE MARCH 2023	A0-7140-0409-0000	276.89
131		OPTIMUM	HIGHWAY MARCH 2023	A0-5110-0401-0000	16.84
132		OPTIMUM	POLICE MARCH 2023	A0-1620-0401-0000	550.30
159		PAUL LATUSO	MEDICARE REIMBURSEMENT 1 OF 4 2023	A0-9060-0807-0000	989.40
187		RIVERHEAD BUILDING SUPPLY	DOUG FIR	A0-7140-0409-0001	17.97
187		RIVERHEAD BUILDING SUPPLY	GRAVEL	A0-5110-0405-0000	7.99
187		RIVERHEAD BUILDING SUPPLY	MORTOR	A0-5110-0406-0000	11.49
187		RIVERHEAD BUILDING SUPPLY	SOCKET AND BIT SET	A0-7140-0409-0000	66.24
162		ROY MALSKY	MEDICARE REIMBURSEMENT 1 OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
188		SCATT MATERIALS CORP.	MISC PATCHING 2/24/23	A0-5110-0406-0000	232.61
164		SHERWIN WILLIAMS CO	9X1/2 MARATHON 3 PK	A0-1640-0409-0000	13.59
165		SPRAGUE OPERATING RESOURCES LLC.	RFG/OXY AND LUST TAX	A0-1640-0403-0000	2,438.04
190		STAPLES BUSINESS CREDIT	TREASURER EXPENSES	A0-1325-0400-0000	51.08
190		STAPLES BUSINESS CREDIT	HIGHWAY EXPENSES	A0-5110-0409-0000	103.08
190		STAPLES BUSINESS CREDIT	VILLAGE HALL EXPENSES	A0-1410-0400-0000	29.99
190		STAPLES BUSINESS CREDIT	VILLAGE HALL EXPENSES	A0-1410-0400-0000	65.31
189		SUFFOLK COUNTY WATER AUTHORITY	COW HARBOR PARK FEBRUARY 2023	A0-7140-0401-0000	16.86
185		THE NORTH SHORE NEWS	LEGAL AD 2/23/23	A0-1410-0400-0000	11.20
155		THE NORTH SHORE NEWS	LEGAL AD 3/2/23-3/9/23	A0-1410-0400-0000	57.62
170		THOMAS SCHRAMM	MEDICARE REIMBURSEMENT I OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
167		TIFCO INDUSTRIES	KRIMPMASTER HOSE	A0-5110-0409-0000	150.77
167		TIFCO INDUSTRIES	CIRCUIT BREAKER AND X-80 TOWEL	A0-5110-0409-0000	375.58
167		TIFCO INDUSTRIES	ELECTRICAL TERMINAL	A0-5110-0409-0000	144.93
166		TIMOTHY DREW	MEDICARE REIMBURSEMENT I OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	494.70
171		TOD THONGER	MEDICARE REIMBURSEMENT I OF 4 2023 CALENDAR YEA	A0-9060-0807-0000	989.40
169		TROY GROUP INC	MICR TONER CARTRIDGE FOR SPRINGBROOK ACCOUNTIN	A0-1325-0400-0000	409.97
172		UNITED STATES BRONZE	BRONZE PLATES FOR BENCHES	A0-7140-0409-0000	523.00
173		VERIZON WIRELESS	MARCH M2M SERVICES FOR PARAMEDICS	A0-3410-0409-0000	100.00
191		VISA	LEATHER ENGRAVING	A0-3410-0409-0000	19.00
191		VISA	COMPUTER SUBSCRIPTION - MALWARE	A0-1680-0400-0000	92.31
191		VISA	NAME PLATES FOR COURT	A0-1110-0400-0000	12.08
191		VISA	LABOR POSTERS	A0-1410-0400-0000	157.78
191		VISA	FIRE DEPT HOSES	A0-3410-0409-0000	107.52
141		WILLIAM S. FORSTER	2023/2024 CELL PHONE STIPEND	A0-1650-0400-0000	420.00
141		WILLIAM S. FORSTER	2023/2024 UNIFORM REIMBURSEMENT	A0-5110-0423-0000	426.49
192		ZURICH INSURANCE	KEHOE SETTLEMENT FROM NOV 1, 2022 - DEDUCTIBLE	A0-1930-0400-0000	5,000.00
103		CLEARBROOK	BULK HAUL TICKET 522857 3/3/2023	G0-8130-0405-0000	1,240.00
174		COSTELLO'S HARDWARE	GROUNDING CONNECTOR	G0-8130-0409-0000	41.36
174		COSTELLO'S HARDWARE	LBMN LNG HANDL FLR SCRUBR AND TAPE	G0-8130-0409-0000	22.48
174		COSTELLO'S HARDWARE	MISC SUPPLIES	G0-8130-0409-0000	17.44
174		COSTELLO'S HARDWARE	ADAPTER AND COUPLES	G0-8130-0409-0000	9.13
174		COSTELLO'S HARDWARE	ADAPTER	G0-8130-0409-0000	16.08
174		COSTELLO'S HARDWARE	COUPL BRS3	G0-8130-0409-0000	20.66
99		FISHER SCIENTIFIC	ANALT BAL IC 120G 0.1MG PM	G0-8130-0404-0001	1,866.95
100		KARPS HARDWARE	PCV PIPE	G0-8130-0409-0000	50.73
104		MANUFACTURERS & TRADERS TRC	INTEREST ON DEC LOAN 4729 - SERIES 2015D	G0-9710-0700-0000	6,966.78
104		MANUFACTURERS & TRADERS TRC	PRINCIPAL AND INTEREST ON DEC LOAN 5880 - SERIES 20:	G0-9710-0600-0000	75,000.00
104		MANUFACTURERS & TRADERS TRC	PRINCIPAL AND INTEREST ON DEC LOAN 5880 - SERIES 20:	G0-9710-0700-0000	230.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101		MAXIMUM ENVIRONMENTAL MANAGEMEN	WEEKLY SAMPLING 2/8/2023	G0-8130-0404-0001	245.50
133		OPTIMUM	SEWER ST MARCH 2023	G0-8130-0401-0000	153.44
105		VERIZON	SEWER PLANT ALARMS - MARCH	G0-1650-0400-0000	556.43
102		WIRE TO WATER INC.	SERVICE CALL ON ANNUAL FLOW METER CALIBRATION	G0-8130-0409-0000	1,815.00
179		CORNELL UNIVERSITY COOPERATIVE EXTEN	FLUPSY FOR PERIOD 9/1/2022-1/31/2023	A0-0000-0730-0000	2,471.76
168		TOWN OF HUNTINGTON AUDIT CONTROL	FLUPSY - 2023-2024 YEAR - MARCH UTILITIES	A0-0000-0730-0000	100.00
Warrant Total:					267,059.21

Accounts Payable

Voucher Approval Document

User: j.dorio@northportny.gov
Printed: 03/17/2023 - 8:33AM
Batch: 00008.03.2023 - FIRE 3-14-2023



I hereby attest that the Board of Trustees for the Village of Northport certify that the vouchers on this abstract dated _____, and consisting of these _____ pages were audited and allowed in the amounts _____ shown.

Authorized Official Date _____

Authorization is hereby given and direction is made to pay each of _____ claimants

Georgina Cavagnaro Sign/Date _____
Village Clerk

Fund	Description	Amount
A0	GENERAL FUND	29,237.47
Report Total:		29,237.47

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
 Printed: 03/17/2023 - 8:33AM
 Batch: 00008.03.2023 - FIRE 3-14-2023



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
107		AL KIEWRA, JR PLUMBING	REMOVAL OF BASIN FAUCET AND INSTALLED NEW VALVE	A0-3410-0414-0000	1,095.00
90		ALL AMERICAN AWARDS AND UNIFORMS, IN	NEW UNIFORMS AND UNIFORM ACCESSORIES PER PROPO:	A0-3410-0423-0000	13,157.75
90		ALL AMERICAN AWARDS AND UNIFORMS, IN	RCKR PATCH - 125TH ANNIVERSARY ROCKER PATCH	A0-3410-0423-0000	633.15
90		ALL AMERICAN AWARDS AND UNIFORMS, IN	FREIGHT	A0-3410-0423-0000	31.74
108		AMERICAN DOOR	RIGHT SIDE BAY DOOR - REPLACE CABLES, ROLLERS	A0-3410-0414-0000	720.00
110		EDMER SANITARY SUPPLY CO	COMBO RUG AND FLOOR TOOL FOR FIRE HOUSE	A0-3410-0409-0000	55.67
111		EMERALD ISLAND SUPPLY	SUPROX AND ROBUSTO NET CLEANER	A0-3410-0409-0000	461.28
112		EMERGENCY MEDICAL PRODUCT	ITEM#172501 HAND HELD PULSE OXIMETER	A0-3410-0418-0000	829.99
113		HENDRICKSON FIRE RESCUE EQUIPMENT	BATTERY 31 AND 65	A0-3410-0445-0000	467.02
117		HOME DEPOT CREDIT SERVICE	WIRE CONNECTORS	A0-3410-0409-0000	43.67
114		KARPS HARDWARE	SOLID BRASS Y SHUT OFF	A0-3410-0409-0000	14.98
91		RF DESIGN CONSULTANTS INC.	MOBILE RADIO UPGRADE, AS PER QUOTE #364	A0-3410-0200-0000	3,995.00
119		ROBINSON'S OXYGEN & MEDIC	OXYGEN MEDICAL REFILLS	A0-3410-0418-0000	235.54
119		ROBINSON'S OXYGEN & MEDIC	PICK UP DELIVERY FEE	A0-3410-0418-0000	24.89
116		DOYLE RYAN	UNIFORM REIMBURSEMENT 2022-2023	A0-3410-0423-0000	76.74
120		SOUTH SHORE FIRE & SAFETY	EQUIPMENT SERVICE TICKETS	A0-3410-0200-0000	4,630.75
121		STRATEGIC SAFETY DYNAMICS	BI-ANNUAL METER CALIBRATION AND SUPPORT	A0-3410-0200-0000	1,093.50
121		STRATEGIC SAFETY DYNAMICS	SENSIT TKX COMBUSTIBLE GAS LEAK DETECTOR, ITEM #:	A0-3410-0200-0000	1,578.00
92		STRYKER SALES CORPORATION	PRODUCT #6250001125	A0-3410-0418-0000	92.80
Warrant Total:					29,237.47

General Ledger

Budget Adjustment Proof List

User: j.dorio@northportny.gov
 Printed: 03/17/2023 - 1:42PM
 Fiscal Year: 2023
 Batch: 00001.03.2023 - BOT 03222023 - FYE 2022/2023



Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
FUND A0 - GENERAL FUND							
DEPT 1110 - VILLAGE JUSTICES							
EXPENSE							
Annual Budget							
A0-1110-0411-0000	JUSTICE - REIMB. NYS. COM	Annual	59,000.00	39,000.00	-20,000.00		Transfer to A0-1930-0400-0000
	Period Total:		59,000.00	39,000.00	-20,000.00		
	Expense Total:		59,000.00	39,000.00	0.00		
	Revenue Total:		0.00	0.00	0.00		
	Expense Total:		59,000.00	39,000.00	0.00		
	DEPT 1110 - VILLAGE JUSTICES Net Amount:		59,000.00	39,000.00	-20,000.00		
DEPT 1410 - VILLAGE CLERK							
EXPENSE							
Annual Budget							
A0-1410-0112-0000	VILLAGE CLERK PAID BENE	Annual	14,444.75	14,180.47	-264.28		Transfer to A0-1410-0400-0000
A0-1410-0400-0000	VILLAGE CLERK EXPENSES	Annual	43,103.97	43,368.25	264.28		Transfer from A0-1410-0112-0000
	Period Total:		57,548.72	57,548.72	0.00		
	Expense Total:		57,548.72	57,548.72	264.28		
	Revenue Total:		0.00	0.00	0.00		
	Expense Total:		57,548.72	57,548.72	264.28		
	DEPT 1410 - VILLAGE CLERK Net Amount:		57,548.72	57,548.72	0.00		
DEPT 1620 - BUILDINGS							
EXPENSE							
Annual Budget							
A0-1620-0100-0000	VILLAGE HALL CUSTODIAL	Annual	15,000.00	0.00	-15,000.00		Transfer to A0-1930-0400-0000
A0-1620-0200-0000	VILLAGE WIDE EQUIPMENT	Annual	10,325.00	8,840.70	-1,484.30		Transfer to A0-1620-0401-0000
A0-1620-0200-0000	VILLAGE WIDE EQUIPMENT	Annual	8,840.70	8,269.02	-571.68		Transfer to A0-1620-0409-0000
A0-1620-0200-0000	VILLAGE WIDE EQUIPMENT	Annual	8,269.02	269.02	-8,000.00		Transfer to A0-1640-0403-0000
A0-1620-0401-0000	VILLAGE UTILITIES	Annual	19,674.71	21,159.01	1,484.30		Transfer from A0-1620-0200-0000

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
A0-1620-0409-0000	VILLAGE HALL BLDG. MISC	Annual	13,825.29	14,396.97	571.68		Transfer from A0-1620-0200-0
		Period Total:	75,934.72	52,934.72	-23,000.00		
		Expense Total:	58,825.00	35,825.00	2,055.98		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	58,825.00	35,825.00	2,055.98		
	DEPT 1620 - BUILDINGS	Net Amount:	58,825.00	35,825.00	-23,000.00		
DEPT 1640 - CENTRAL GARAGE EXPENSE							
Annual Budget							
A0-1640-0403-0000	HIGHWAY GAS,DIESEL FUEI	Annual	128,500.00	136,500.00	8,000.00		Transfer from A0-1620-0200-0
		Period Total:	128,500.00	136,500.00	8,000.00		
		Expense Total:	128,500.00	136,500.00	8,000.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	128,500.00	136,500.00	8,000.00		
	DEPT 1640 - CENTRAL GARAGE	Net Amount:	128,500.00	136,500.00	8,000.00		
DEPT 1930 - JUDGEMENT & CLAIMS EXPENSE							
Annual Budget							
A0-1930-0400-0000	JUDGMENTS & CLAIMS	Annual	50,000.00	70,000.00	20,000.00		Transfer from A0-1110-0411-0
A0-1930-0400-0000	JUDGMENTS & CLAIMS	Annual	70,000.00	85,000.00	15,000.00		Transfer from A0-1620-0100-0
		Period Total:	120,000.00	155,000.00	35,000.00		
		Expense Total:	50,000.00	85,000.00	35,000.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	50,000.00	85,000.00	35,000.00		
	DEPT 1930 - JUDGEMENT & CLAIMS	Net Amount:	50,000.00	85,000.00	35,000.00		
DEPT 3310 - TRAFFIC CONTROL EXPENSE							
Annual Budget							
A0-3310-0200-0000	TRAFFIC CONTROL EQUIPM	Annual	1,000.00	921.42	-78.58		Transfer to A0-3310-0401-0000
A0-3310-0401-0000	TRAFFIC CONTROL UTILITI	Annual	6,700.00	6,778.58	78.58		Transfer from A0-3310-0200-0
		Period Total:	7,700.00	7,700.00	0.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
		Expense Total:	7,700.00	7,700.00	78.58		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	7,700.00	7,700.00	78.58		
	DEPT 3310 - TRAFFIC CONTROL	Net Amount:	7,700.00	7,700.00	0.00		
DEPT 5110 - INFRASTRUCTURE EXPENSE							
Annual Budget							
A0-5110-0101-0000	HIGHWAY OVERTIME	Annual	77,172.00	68,237.00	-8,935.00		Transfer to A0-7140-0100-0000
A0-5110-0111-0000	HIGHWAY PART TIME SALA	Annual	44,800.00	35,343.00	-9,457.00		Transfer to A0-7140-0100-0000
A0-5110-0401-0000	HIGHWAY UTILITIES	Annual	18,500.00	20,127.34	1,627.34		Transfer from A0-5110-0409-0
A0-5110-0409-0000	HIGHWAY MISCELLANEOUS	Annual	63,302.58	61,675.24	-1,627.34		Transfer to A0-5110-0401-0000
		Period Total:	203,774.58	185,382.58	-18,392.00		
		Expense Total:	203,774.58	185,382.58	1,627.34		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	203,774.58	185,382.58	1,627.34		
	DEPT 5110 - INFRASTRUCTURE	Net Amount:	203,774.58	185,382.58	-18,392.00		
DEPT 7140 - RECREATION EXPENSE							
Annual Budget							
A0-7140-0100-0000	PARK SALARIES	Annual	191,676.00	201,133.00	9,457.00		Transfer from A0-5110-0111-0
A0-7140-0100-0000	PARK SALARIES	Annual	201,133.00	210,068.00	8,935.00		Transfer from A0-5110-0101-0
A0-7140-0200-0000	PARK EQUIPMENT	Annual	50,697.44	49,862.26	-835.18		Transfer to A0-7140-0401-0000
A0-7140-0200-0000	PARK EQUIPMENT	Annual	49,862.26	49,615.91	-246.35		Transfer to A0-7140-0409-0000
A0-7140-0401-0000	PARK ELECTRIC & WATER	Annual	15,221.17	16,056.35	835.18		Transfer from A0-7140-0200-0
A0-7140-0409-0000	PARK MISCELLANEOUS EXI	Annual	25,485.29	25,731.64	246.35		Transfer from A0-7140-0200-0
		Period Total:	534,075.16	552,467.16	18,392.00		
		Expense Total:	283,079.90	301,471.90	19,473.53		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	283,079.90	301,471.90	19,473.53		
	DEPT 7140 - RECREATION	Net Amount:	283,079.90	301,471.90	18,392.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	848,428.20	848,428.20	66,499.71		
	FUND A0 - GENERAL FUND	Net Amount:	848,428.20	848,428.20	0.00		
FUND G0 - SEWER							
DEPT 8120 - SANITARY SEWERS							
EXPENSE							
Annual Budget							
G0-8120-0404-0000	SEWER LINES CHEMICALS	Annual	4,000.00	1,887.55	-2,112.45		Transfer to G0-8130-0404-000
		Period Total:	4,000.00	1,887.55	-2,112.45		
		Expense Total:	4,000.00	1,887.55	0.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	4,000.00	1,887.55	0.00		
	DEPT 8120 - SANITARY SEWERS	Net Amount:	4,000.00	1,887.55	-2,112.45		
DEPT 8130 - SEWAGE TREATMENT							
EXPENSE							
Annual Budget							
G0-8130-0404-0001	SEWER PLANT LABORATOR	Annual	18,715.10	20,827.55	2,112.45		Transfer from G0-8120-0404-0
		Period Total:	18,715.10	20,827.55	2,112.45		
		Expense Total:	18,715.10	20,827.55	2,112.45		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	18,715.10	20,827.55	2,112.45		
	DEPT 8130 - SEWAGE TREATMENT	Net Amount:	18,715.10	20,827.55	2,112.45		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	22,715.10	22,715.10	2,112.45		
	FUND G0 - SEWER	Net Amount:	22,715.10	22,715.10	0.00		

Eagle project proposal

Kevin Cusumano <kevincous22@gmail.com>

Tue 3/14/2023 5:28 PM

To: arianacous20@gmail.com <arianacous20@gmail.com>; Georgina Cavagnaro <g.cavagnaro@northportny.gov>

Hello

We spoke this afternoon about an eagle project for the village

I am attaching a copy of the preliminary proposal paperwork that I will present at the meeting this Wednesday. I'm also attaching photos of ideas

Thank you for your time I look forward to meeting you.

Sincerely,

Kevin Cusumano







Custom Kiosk with Bench and Cedar Roof

Dear Mayor Donna Koch,

Copenhagen Bakery has had a very successful music program with local artists over the past few years. Unexpectedly, it was canceled during last season due to a regulation we failed to recognize until it was brought to our attention. We would appreciate if the Northport Village Board would approve a variance to the outdoor dining rule regarding music, allowing us to reinstate the music program on Saturdays from May 1st - October 31st.

Our customers have expressed, not only do they miss relaxing and listening to music, but spending time and taking advantage of the local shops and restaurants with friends and family after.

We understand some residents in close proximity to the bakery had an issue with the noise level. We are sure if the music program is reinstated, we would be able to adjust the levels to everyone's satisfaction.

We appreciate your consideration in this matter.

Sincerely,



Flemming Hansen and Staff

CC: Deputy Mayor Joseph Sabia

Trustee Meghan Dolan

Trustee Ernest Pucillo

Trustee Dave Weber, Jr.

R 1 2018

17:39

NEWS

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First Arriving

Digital Dashboard Proposal

DEPARTMENT NEWS

Monthly Membership Meeting

Monday, June 1 @ 1900, Station 2 Hall
3 days ago by Fire Chief

Board of Directors Meeting

Tuesday, July 2 @ 1800, Station 3
Training Room
3 days ago by Lt. Thomas

John Smith Middle School, July 7 @
Smith's Class
3 days ago by Capt. Rays

CPR Class

Sunday, June 2 @ 1000, Station 2
Training Room
3 days ago by Mark Smith

New Member Orientation

Wednesday, June 8 @ 1800, Station 1
Main Entry



APPARATUS MA

Unit	Status
UTILITY 20	OOS
ADMIN CAR	OOS
CHIEF 200	OOS
SQUAD 20	In Service
TRUCK 20	In Service
ENGINE 20	In Service
MEDIC 20	In Service
CHIEF 1	In Service
CHIEF 300	In Service

HYDRANTS OOS

Winton Road just North of S

OOS and bagged

2 months ago

Rose and Southland

Repair Pending Tuesday

a year ago

Prepared for:

Northport (NY) Police Dept.

Created by:

Carolyn Pelletier

Mar 9, 2023



First Arriving

MARKETING & TECHNOLOGY FOR FIRE/EMS

1

Single Source Provider

First Arriving Public Safety Marketing & Technology

First Arriving

9555 Kings Charter Drive

Suite K

Ashland, VA 23005

8/20/2019

To Whom It May Concern,

This letter is to confirm that First Arriving's Digital Dashboard service is a sole source product/offering, created, sold and distributed exclusively by First Arriving.

No other company creates a similar or competing product with the full scope of features and number of third party service integrations we offer, including but not limited to those listed at <https://www.firstarriving.com/digital-dashboards-fire-ems-police/>. – this list is frequently updated and new integrations added. No other public safety display service offers the same deployment options.

The product must be purchased directly by agencies and organizations from First Arriving at the address listed above.

There is also no other company that provides the comprehensive solutions for fire & EMS departments and public safety agencies that includes websites, digital dashboards, fund raising, recruitment, video production and marketing services in a fully integrated manner.

If you have additional questions or require more information, please do not hesitate to contact me at (240) 667-7754 or via email dave@firstarriving.com.

Sincerely,

Dave Iannone
CEO
First Arriving

FirstArriving | Websites | Recruitment | Marketing | Technology



Richmond, VA - Washington, DC



FirstArriving.com



240-667-7754



Every First Arriving Dashboard Includes...

Rapid Deployment

- Get up in running quick with our core features plus scheduled development of your integrations and requirements.

Best In-Class Backend & Security

- AWS GovCloud-powered applications, secure data and backups.

Standard Weather Features

- Radar, Current Conditions, 3-Day Forecast & Severe Weather Alerts.

Zoned Delivery

- Easily segment and manage content, features & integrations by location, station, battalion, division worksite and more.

Support & Training

- Email, ticket, chat, and phone support, documentation and system status updates, regular customer newsletters and webinars.

Custom Alert Tones

- Add your own alert tones!

Display Options

- **Dedicated Large Screen TVs**
Locked-in Kiosk mode with dedicated hardware for always on display, typically 43-55" TVs/Displays. **Hardware included with lifetime warranty and replacement** or provide your own including **dedicated always-on displays** via browser, Mac, Windows or iPad great for offices, on the go, home offices and second-screens

Even More Features

- Slides, PDFs & images
- Menu & touchscreen – easily access content
- Ad free – all your content, no ads
- RSS feeds, social media
- Embed HTML/web pages
- Traffic cams
- Custom logo & color scheme
- Calendars, news, ticker & announcements
- Messaging & videos



STANDARD Subscription Package Includes...

- All existing features and integrations
- Hardware & HDMI cables included with **LIFETIME** warranty, replacement and upgrades (Excluding TVs/Displays).
- **Discounts** for 2+, 5+ & 10+ Dashboards
- Unlimited Admin Users with real-time device status access
- Access to portal for on-demand and scheduled messages, videos and other upcoming features
- Virtual onboarding and training
- Full support access including virtual check-ins, ticket, phone, and chat support, new feature updates, customer webinars and newsletter updates
- Zoned setup & content management agency / department wide, station, facility, division, office, etc.
- Additional Dispatch Feeds including CAD feeds, XML, API, email, text parsers for alerting & notifications. We can use just about anything - additional API fee may apply for new integrations
- Share content between agencies
- Zoom Meetings Easily jump into Zoom meetings from your Dashboard, including connected cameras and audio
- Expanded Mapping Options including ESRI, Mapbox and other GIS solutions

Enterprise Upgrade Options

- **ALL STANDARD Features, PLUS**
- Ideal for agencies with 5+ stations / facilities and/or 15+ dashboards
- Maximum customization options
- County and regional programs
- Enhanced CAD, alerting & weather options and features available
- Dedicated client success manager
- Priority support including same business day response before 3p ET for non-emergent issues
- Real-time unit status updates (requires data push from agency)
- Admin view (via desktop) of all dashboards within agency
- Early access to new beta features and integration options
- Virtual onboarding and training
- Optional half-day on-site training for 15+ dashboard customers
- Fully customized solution with unique development, layouts, and data resources available (additional fee may apply for non-standard integrations)
- Enhanced zoned delivery
- Custom FAQs for content users
- Volume discounts on subscriptions and hardware

Ask your sales team member about the benefits of upgrading to Enterprise. You may upgrade at any time.



Prepared By	Proposal Date	Valid For
Carolyn Pelletier	Mar 9, 2023	90 Days

COMPANY INFORMATION

Account	Northport (NY) Police Dept. 224 Main St Newport, NY 11768	Billing Contact (if different)
Contact	Chris Hughes Chief of Police	Billing Address (if different)
Phone:	6312617500	Billing Email:
Email:	c.hughes@northportny.gov	Billing Phone:

Product/Service	Price	Qty	Subtotal
Dashboard STANDARD Setup Agency setup (one-time)	\$795.00	1	\$795.00
Dashboard License Package, 2+ w/Hardware First Arriving Dashboard licenses including lifetime hardware warranty & replacement, 2+ licenses	\$689.00	2	\$1,378.00
Total			\$2,173.00

COST AFTER FIRST YEAR FOR 2 LICENSES: \$1,378.00

This total includes any existing and new licenses



First Arriving

Customer Signature

Signed Date

Signatory Name

Title



First Arriving Honored Among Top Companies Making A Difference In State And Local Government

First Arriving, a leader in technology for public safety and local government, has been named by Government Technology as a one of the [top 100 companies in GovTech for 2022](https://www.govtech.com/100).

This designation reinforces our commitment to our clients and the communities they serve and to providing the most innovative solutions to America's public safety leaders.



PAYMENT & SUBSCRIPTION

Payment

Net 21. If you need custom payment terms, email Billing@firstarriving.io.

License Agreement - Dashboards

Customer is licensed to use the contracted number of Dashboard subscription licenses during the term of the agreement and subsequent renewal periods. One license required per display.

LIFETIME Hardware Warranty, Replacement & Upgrade

During the term of a current license agreement, First Arriving will replace **any defective device***. This includes **upgrades** to the device when needed. Replacement is two business days via express shipping if issue cannot be resolved via support team.

** Defective device does not include water or damage caused by inappropriate use of device.*

Term & Subscription Discount Options

We offer several options for the term of your agreement including discounts for multi-year subscriptions and prepayment for same. If you are interested in a multi-year agreement, please contact your sales/business development representative for a revised quote.

Standard Agreement & Renewal

Your subscription will renew annually to be due on the anniversary date of your activation.

Multi-Year Agreement Option

Lock in your license pricing for 2-4 years with a multi-year agreement, save 2.5% annually

Multi-Year Agreement with Prepay Savings

Prepay on a 2, 3 or 4-year Subscription and save.

- Save 5% on a 2-Year Subscription w/Prepay
- Save 7.5% on a 3-Year Subscription w/Prepay
- Save 10% on a 4-Year Subscription w/Prepay



Renewal

Dashboard licenses automatically renew for successive twelve (12) month terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Prices quoted shall be a firm fixed price for one (1) year. Prices will escalate by 3% per year starting at renewal date, and only one price escalation shall be allowed within a twelve (12) month period.

Cancellation & Refunds

You may cancel your subscription at any time. The cancellation becomes effective once the prepaid term is up and the account is due for renewal. You may qualify for a refund if the cancellation was due to a documented service issue that could not be resolved within 30 business days from initial notification to First Arriving Dashboard Support via email, phone or support ticket, excluding issues resulting from third-party integration partners. Upon notification of cancellation, First Arriving will send a prepaid return label for the return of any devices and all devices. Devices must be returned within 14 days of the effective cancellation date. Any devices not returned will result in an invoice for the current device value. Please contact us at Billing@firstarriving.io with any questions.

Download our W9 at <https://firedept.link/firstarrivingw9>

Subscription Term & Details

Your Dashboard subscription period will start on the date your license is activated and accessible to you. Pro-rated licenses will renew on the anniversary date of your initial activation.

Your Dashboard subscription includes all existing and new features/integrations in the First Arriving digital signage platform based on your license level, excluding any third party provider fees and any agreed upon custom development for unique integrations or features specific to your organization. These are always discussed and pre-approved prior to implementation.

Your subscription also includes access to our support center and support team, with email, phone and web-based ticket support. New feature requests outside of normal support or existing features/integrations are reviewed on a case-by-case basis.

For additional Terms & Conditions, please visit <https://www.firstarriving.com/terms-and-conditions/>

Billing & Contact Information

First Arriving IO, Inc
9555 Kings Charter Drive, Suite K
Ashland, Virginia 23005



First Arriving

(240) 667-7755

Billing Email: Billing@firstarriving.io

Dashboard Email: dashboards@firstarriving.com

Support Center & FAQs: <https://support.firstarriving.com>

WHAT'S NEXT

Once we receive your signed agreement, we will provide you an invoice and schedule an implementation call. Your subscription will not start until setup is complete and your Dashboard activated. Our average time from contract to launch is 8-12 weeks, depending on the complexity of your setup and integrations. Launch time for multi-agency and enterprise level accounts (10+ dashboards) may vary depending on the scope of your project.

THIRD PARTY SERVICES

Your subscription cost does not include any integration (typically referred to as “API” or “Data Access”) fees by third-party software providers. Please check with your third party vendor to see if any may apply to the integrations specific to your organization. Most integration partners do not charge any or significant additional fees, but your determination will be based on your agreement/plan with them.

MAPPING OPTIONS

First Arriving utilizes ESRI for base mapping (ESRI.com) which specializes in public safety mapping. You may use your own ESRI account, if applicable, for additional layers and features specific to your agency. We also support Mapbox, Here.com and other mapping and GIS platforms. Google StreetView is also an option, which requires a separate Google Maps account, which includes a \$200/month credit towards Google Mapping fees and covers most use cases.

Mapping & Alerting Note

First Arriving's Dashboards provide excellent *supplemental* information for your incident notifications, including general routing and street view provided by third parties, such as ESRI, Mapbox and others. These features rely on a reliable internet connection and updated information from your third party services such as hydrant and other marked locations. These services are provided for you with our Dashboards but you should always rely on your primary dispatch, known best route to incident and other available primary information for the response location. Like any third party app or service, the information displayed on your Dashboards **does not replace** your primary incident alerting notification resource(s) such as your dispatch center's system.

WHAT WE NEED FROM YOU

During your Implementation process, as well as for ongoing support requests, First Arriving may request “API Keys”, sample data files, access permissions and other requirements for setting up your Dashboards and connecting them to third party services. If you are sharing any information with other agencies’ dashboards, you need to sign a form to grant access.

CUSTOMER SUCCESS STORIES

"First Arriving's Digital Dashboards give our department the ability to take critical data and push that information out to those that need it most. Taking data and making it actionable improves system performance and unit utilization, thus allowing our department to better meet our community's needs."

- **Deputy Fire Chief Brian Frankel**, Prince George's County (MD)
Fire/EMS Department



"The fusion of First Arriving Dashboard technology with our internal leadership has created a means of delivering daily mission-critical information department wide. This has enhanced our situational awareness and strengthened our overall delivery of emergency and non-emergency services to the Colerain community."

- **Fire Chief Frank Cook**, MPA, CFO, EFO, Fire Chief, Colerain Township (OH) Department of Fire and EMS

[Browse More Customer Success Stories](#) | [Features & Integration List](#)



100+ INTEGRATIONS & FEATURES

Hundreds of Layout, Data & Display Options

First Arriving Dashboards integrate with a growing list of leading public safety, local government and business focused technologies and platforms, giving you many options to tailor your dashboards what matters most to your agency, business or department.

Don't see your technology partner, service or feature listed?
Just ask us and we'll look at adding it or creating a custom content management platform for you.

[BROWSE ALL INTEGRATIONS & FEATURE OPTIONS HERE](#)



MORE FIRST ARRIVING CAN DO FOR YOU

Did you know First Arriving provides more technology and marketing services for public safety agencies, businesses and non-profits?

- Custom Websites
- Marketing Agency Services
- Branding & Design
- Video Production
- Advertising Management
- Fire/EMS & Public Safety Recruitment & Retention
- Social Media Management & Marketing



Ask your business development/sales representative, visit [FirstArriving.com](https://www.firstarriving.com), email getstarted@firstarriving.com or call 240-667-7755 to learn more today.

Cable Franchise Agreement
by and between
the Incorporated Village of Northport, New York
and
Cablevision Systems Huntington Corp.

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EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Incorporated Village of Northport, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Cablevision Systems Huntington Corp., a corporation duly authorized to do business in the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee’s existing telecommunications and information services network (“Fiber Network”) transmits both the Cable and the Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee is in material compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a renewal franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

1.3 *Basic Service:* The tier of Cable Service which includes the retransmission of primary local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4 *Bundled Service:* The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

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

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

1.7 *Cable System or System:* Shall be defined herein as 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 receiver/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, data or other forms of electronic, electromechanical, optical, or electrical signals.

1.8 *Channel:* Shall be defined as a portion of the electromagnetic frequency spectrum which is used in the Cable System, and which is capable of delivering a television channel.

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

1.10 *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.

1.11 *Educational Access Channel:* An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State

Department of Education or Board of Regents in the Franchise Area as specified by the LFA in Exhibit C of this Agreement.

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

1.13 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays resulting from waiting for utility providers to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

1.15 *Franchisee*: Cablevision Systems Huntington Corp. and its lawful and permitted successors, assigns and transferees.

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

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

1.17.1 Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

(i) Basic Service;

(ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee;

(iii) revenues from the sale or lease of access channel(s) or channel capacity;

(iv) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to revenue, commissions or other compensation paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below.

(v) pay-per-view and video on demand Cable Service over the Cable;

(vi) Franchise Fees as the term is defined hereunder.

Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.21 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service subscriber revenue in the Franchise Area from DVR functionality.

1.17.2. Gross Revenue shall not include:

(i) Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

(ii) bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

(iii) refunds, rebates or discounts made to Subscribers or other third parties;

(iv) charges made to the public for commercial or cable television that is used for two-way communication;

(v) and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders;

(vi) any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue;

(vii) the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

(viii) the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA except that any revenues from Cable Service sold at a discounted rate shall be included in Gross Revenue;

(ix) any tax of general applicability imposed upon Franchisee or upon Subscribers by a municipal, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity;

(x) any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

(xi) sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

(xii) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

(xiii) or any fees or charges collected from Subscribers or other third parties for any PEG Grant payments.

(xiv) Except as otherwise provided in subsection 1.17.1., any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to the Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as "Gross Revenue," and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of any order from the NY PSC approving such amendment.

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

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

1.20 *Local Franchise Authority (LFA)*: The Incorporated Village of Northport, New York, or the lawful successor, transferee, or assignee thereof.

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

1.22 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.23 *NYPSC*: The New York Public Service Commission.

1.24 *PEG*: Public, Educational, and Governmental.

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

1.26 *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.27 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

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

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

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

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

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

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

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

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.33 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way and such other areas within the Franchise Area where authorized by private or public property owners or applicable law, if such authorization is necessary. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

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

2.3 *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, and by providing a copy of the certificate of confirmation, which notification shall become a part of this Franchise.

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

2.5 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state law as it may be amended, including but not limited to the Communications Act provided that nothing herein shall be deemed to restrict the LFA from the reasonable, necessary and lawful exercise of its police powers as referenced in Section 2.8 of this Agreement.

2.6 No Waiver:

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

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

2.7 Construction of Agreement:

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

2.8 *Police Powers:* The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, or any restrictions or conditions on the construction, location, or siting of the System, except for generally applicable permitting requirements, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety, and other reasonable requests by the LFA. For purposes of this Agreement, “unreasonably delay” shall mean the LFA’s failure to act on a permit application within thirty (30) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

2.9 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to its pre-existing condition in a reasonable period of time.

2.10 *Restoration of Subscriber Premises:* The Franchisee shall ensure that private property is promptly restored to its pre-existing condition in a reasonable period of time if damaged by the Franchisee’s employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1 Service Area:

3.1.1 *Service Area:* Franchisee shall continue to offer Cable Service to all residential areas of the Service Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee’s inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the

provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1. and Section 3.2; and (H) to Subscribers who fail to abide by the Franchisee's terms and conditions of service.

3.1.1.1 Density Requirement: Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than fifteen (15) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1, Franchisee shall provide Cable Service to such area within six (6) months of receiving notice from the LFA that the density requirements have been met.

3.2 Availability of Cable Service: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than fifteen (15) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than fifteen (15) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.3 Cable Service to Public Buildings: Subject to Section 3.1, and applicable federal law and FCC rules and orders, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in **Exhibit A** attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feederlines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. If Subscriber requests an underground installation, Franchisee can charge the Subscriber Franchisee's actual cost. Such cost shall be submitted to said Subscriber 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.

3.4 *Internet Service to Village Hall:* Subject to applicable federal law and FCC rules and orders, Franchisee shall continue to provide without charge basic cable modem service to Village Hall, located at 224 Main Street, Northport, NY 11768, provided as follows: (1) one standard installation; (2) one cable modem per installation; (3) cable modem service the term of this Agreement per installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist and be modified from time to time.

3.5 *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

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

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

4.2.1 On the Effective Date, the System shall be an active two-way plant designed to provide for a minimum channel capacity of not less than 77 channels including video-on-demand, pay-per-view, and other premium Cable Services.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods, to the extent required by and permissible under law and voluntarily agreed upon by Franchisee.

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

4.5 *Parental Control:* Upon request by any digital Subscriber, and were technologically feasible, the Franchisee shall provide such requesting Subscriber with a parental control device. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5. PEG SERVICES

5.1 *PEG Set Aside:*

5.1.1 Franchisee shall provide capacity for up to one (1) dedicated Public Access Channel, up to one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, “PEG Channels”). If required by applicable law, the PEG Channels shall be provided on Franchisee’s Basic Service tier.

5.1.2 The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in Exhibit C attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with NY PSC rules and regulations.

5.1.3 Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.1.4 The Franchisee shall comply with all applicable federal and state laws, rules, and regulations pertaining to the use of non-commercial PEG Access Channels.

5.2 *PEG Grant:* The Franchisee shall pay to the LFA a PEG grant (the “PEG Grant”), to be used in support of the production of local PEG programming, as follows:

5.2.1 The first installment of the PEG Grant in the amount of Eight Thousand Dollars (\$8,000) shall be paid within forty five (45) days of the Effective Date.

5.2.2 If, on or before the fifth (5th) anniversary of the Effective Date, Verizon NY, Inc. and any other provider of Cable Service in the LFA have executed a franchise renewal agreement or initial agreement with the LFA, which contains the same aggregate PEG grant obligations to the one contained in this Agreement; then Franchisee shall pay to the LFA a second installment of the PEG Grant in the amount of Eight Thousand Dollars (\$8,000) within thirty (30) days of receiving a written request by the LFA made any time between the fifth (5th) anniversary of the Effective Date and the expiration date of the Agreement.

5.2.3 The LFA shall impose an obligation of at least the same aggregate value as the PEG Grant obligation contained in this Section 5.3 on each new and renewed providers of Cable Service in the Service Area. In any event, if any new or renewed franchise agreement between the LFA and any other provider of Cable Service in the Service Area contains obligations that are lesser amount or aggregate value than the PEG Grant obligation imposed in this Section 5.2, Franchisee’s PEG Grant obligations under Section 5.2 shall thereafter be reduced to an equivalent aggregate 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.

5.2.4 Upon request, the LFA shall provide Franchisee with a complete accounting of the distribution of funds granted pursuant to this Section 5.2.

5.2.5 The PEG Grant shall be used solely for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA shall provide Franchisee with a complete accounting of the distribution of funds granted pursuant to this Section.

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

5.4 *PEG Capital Costs:* Consistent with federal law, payments made hereunder used by the LFA for PEG capital costs shall not be offset or deducted against the Franchise Fee paid to the LFA.

5.5 *Indemnity for PEG:* In accordance with 47 U.S.C. § 558, the Franchisee shall not incur any liability arising from or in connection with PEG channels.

6. FRANCHISE FEES

6.1 *Payment to LFA:* Beginning sixty (60) days after the Effective Date of this Agreement, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). Notwithstanding the foregoing, if all cable operators providing Cable Service in the Franchise Area pay LFA a higher Franchise Fee pursuant to their franchises, as evidenced in writing, Franchisee agrees to pay the same increased Franchise Fee to the extent permitted by law. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made on a quarterly basis for the periods of January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within sixty (60) days following the close of the calendar year for which such payments were applicable. Late payments for Franchise Fees shall be subject to interest charges computed from the due date, at the then current rate set forth in Section 5004 of Article 50 of the New York Civil Practice Law and Rules (which as of the date of the execution of this Agreement is nine percent (9%) per annum) during the period such unpaid amount is owed

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

6.3 *Supporting Information:* A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the LFA.

6.4 *Audit:* Subject to the confidential requirements set forth in Section 7.1 of this Franchise and the LFA's imposition of identical obligations to those contained in this Section 6.3 on all cable service providers in the Service Area, Franchisee shall be responsible for making available to the LFA for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the LFA subject to the payment of Franchise Fees under this Agreement, including by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf. Franchisee shall maintain such records for six (6) years, provided that, if the LFA commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The LFA shall conduct all audits expeditiously, and neither the LFA nor Franchisee shall unreasonably delay the completion of an audit. The LFA's audit expenses shall be borne by the LFA unless the audit determines that the payment to the LFA should be increased by five percent (5%) or more in the audit period, in which case the reasonable and customary costs of the audit, together with any additional amounts due to the LFA as a result of such audit, shall be paid by Franchisee to the LFA within sixty (60) days following written notice to Franchisee by the LFA of the underpayment, which notice shall include a copy of the audit report; provided, however, that Franchisee's obligation to pay or reimburse the LFA's audit expenses shall not exceed an aggregate of six thousand dollars (\$6,000.00). If re-computation results in additional revenue to be paid to the LFA, such amount shall be subject to interest charges computed from the due date, at the then current rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) per annum during the period that such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Said audit shall be conducted by an independent third party and no auditor so employed by the LFA shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any. The LFA shall not conduct any audit more frequently than once every three (3) years.

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

6.6 *Bundled Services:* If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. The parties agree that tariffed telecommunications service rates that cannot be discounted by law or by regulation are to be excluded from the bundled discount allocation basis. Where pro rata allocation of bundled discounts is commercially practical for any bundled offering, the Franchisee will allocate the bundled discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis.

6.7 *Section 626 Set-Off:* Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax payable to the LFA pursuant to N.Y. Real Property Tax Law Section 626 beginning in the next full calendar month following the issuance by the NY PSC of an order confirming this agreement. The LFA agrees that it shall impose the same full and

complete waiver of the special franchise tax offset upon all existing and new providers of Cable Service or cable service (as such term may be defined by other providers) in the service area to be expressed in writing in all existing (if amended prior to renewal) or future initial and renewal franchise agreements. Notwithstanding the above, if an existing or new cable provider uses its offset right against the special franchise tax during the term of this Agreement, then Franchisee may also use its offset right and the above waiver is no longer in effect. The operation of this Section 6.6 shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

7. REPORTS AND RECORDS

7.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Following the notice period set forth herein, Franchisee shall make such books and records available to the LFA at a mutually agreed upon location within one hundred (100) miles of the territorial limits of the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify the Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

7.2.1 Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2 Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

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

7.2.4 Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5 A map showing the area of coverage for the provisioning of Cable Services.

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

7.4 *Performance Review:* The LFA may, at its discretion but no more than once per three (3) year period, hold an informal performance evaluation session (the "Performance Review") that is not open to the public to review Franchisee's compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation ("Performance Review Report") setting forth its determinations regarding Franchisee's compliance with the terms and conditions of this Franchise; provided, however, that the Performance Review Report shall not contain any confidential information disclosed by Franchisee during the Performance Review.

8. INSURANCE AND INDEMNIFICATION

8.1 *Insurance:*

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

8.1.1.1 Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3 Workers' Compensation Insurance in conformity with all legal requirements of the State of New York.

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

8.1.1.5 Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2 The LFA, its Board of Trustees and its agents or employees acting on behalf of the LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance, and excess liability or umbrella coverage.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

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

8.1.5 Franchisee shall deliver to the LFA copies of Certificates of Insurance and a blanket endorsement naming the LFA, its Board of Trustees and its agents or employees acting on behalf of the LFA as additional insureds within thirty (30) days of the Effective Date, and, upon annual request by the LFA, on the anniversary of the Effective Date, each year for the term of this Agreement.

8.1.6 Coverage to the LFA, its Board of Trustees and its agents or employees acting on behalf of the LFA, shall be primary coverage and the LFA's own insurance must be non-contributory.

8.2 *Indemnification:*

8.2.1 Franchisee agrees to indemnify the LFA, its agents or employees, including the LFA's Board of Trustees, for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons, including death or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claims for royalties, programming license fees, or infringement of patent rights arising out of Franchisee's provision of Cable Service over the Cable System other than PEG facilities and Channels, or by reason of construction, maintenance, service or repair of the Cable System, provided that the LFA shall give Franchisee timely written notice of its obligation to indemnify the LFA, but in any event, the LFA shall provide such notice within a sufficient period of time from receipt of a claim or action

pursuant to this subsection to enable Franchisee to timely answer complaints, raise defenses, and defend all claims. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its Board of Trustees, agents, or employees for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

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

8.2.3 The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4 The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF FRANCHISE

9.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In accordance with 47 U.S.C. § 537 and Section 1.32 of this Agreement, the LFA shall have one hundred twenty (120) days to act upon any request submitted by Franchisee for approval of a Transfer of a Franchise that contains or is accompanied by such information as is required in accordance with FCC regulations and by the LFA. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 above.

10. RENEWAL OF FRANCHISE

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

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

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

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

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

11.2 *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3 *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4 *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

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

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

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

11.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

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

12. MISCELLANEOUS PROVISIONS

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

12.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof, in accordance with Section 626 of the Communications Act and applicable state and federal law.

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

12.4 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure; provided, however, that Franchisee makes reasonable efforts to mitigate the adverse effects caused by a Force Majeure.

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

12.5.1 Notices to Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs, Suburban New
York

With a copy to:

Cablevision Systems Huntington Corp.
c/o Altice USA, Inc.

1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

12.5.2 Notices to the LFA shall be mailed to:

Village Clerk
Incorporated Village of Northport
Village Hall
224 Main Street
P. O. Box 358
Northport, NY 11768

12.5.3 with a copy to:

Village Attorney
Incorporated Village of Northport
Village Hall
224 Main Street
P. O. Box 358
Northport, NY 11768

Notwithstanding anything herein to the contrary, all regulatory notices from Franchisee to the LFA may be served electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. The LFA shall not subject the Franchisee to any local laws or parts of local laws that materially conflict with the provisions of this Agreement.

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

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

12.9 *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection,

sub-subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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

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

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

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

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

12.15 *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16 *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

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

12.17.1 The Franchisee shall make reasonable efforts to account for all identification cards at all times

12.17.2 The Franchisee shall require all Franchisee representatives to wear appropriate clothing while working at a Subscriber's premises.

12.17.3 The Franchisee shall require that all service vehicles of the Franchisee and its contractors and subcontractors be clearly identified as such to the public. Specifically, Franchisee's vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee

shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

12.17.4 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the LFA, including any licensing or permit obligations required for such activities, the obligations set forth in Section 12.17 of this Agreement 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 LFA.

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

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

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

12.21 *Level Playing Field:*

12.21.1 The parties agree that, as of the Effective Date, the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.21.2 In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

12.21.3 In the event that a non-franchised multi-channel video service provides service to residents of the LFA, 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 this Agreement

place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.

12.21.4 Nothing in this Section 12.21 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.

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

Incorporated Village of Northport:

By: _____
Mayor Donna Koch

Date: _____

Cablevision Systems Huntington Corp.

By: _____
Chrissy Buteas Vice President, Government Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

EXHIBIT A

BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Schools:

Ocean Avenue Elementary School
100 Ocean Avenue
Northport, NY 11768

Municipal:

Northport Village Hall
224 Main Street
Northport, NY 11768

Northport Building
20 Beach Avenue
Northport, NY 11768

Northport Village Police Department
224 Main Street
Northport, NY 11768

Northport Village Highway Department
Woodside Avenue
Northport NY 11768

Northport Village Sewer Plant
22 Ketchum Place
Northport, NY 11768

Fire Department Substation
22 Waterside Avenue
Northport, NY 11768

Northport Fire House
204 Main Street
Northport, NY 11768

Steers Park (Parks Department)
98 Clipper Drive
Northport, New York, 11768

EXHIBIT B
SERVICE AREA

The Service Area shall be the Franchise Area.

The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1 and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

EXHIBIT C

PEG CHANNELS

PEG Channels shall be provided in accordance with the Cable Law.