



COURTROOM  
1 MUNICIPAL PLAZA  
BEACON, NY 12508  
AND LIVE VIA ZOOM

Mayor Lee Kyriacou  
Councilmember Amber Grant, At Large  
Councilmember Paloma Wake, At Large  
Councilmember Molly Rhodes, Ward 1  
Councilmember Jeff Domanski, Ward 2  
Councilmember Pam Wetherbee, Ward 3  
Councilmember George Mansfield, Ward 4  
City Administrator Chris White

**August 18, 2025  
7:45 PM  
City Council Agenda**

The Meeting will begin at 7:45 PM, or immediately following the conclusion of the Workshop.

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment**

**Public Hearings**

[Public Hearing for a Proposed Local Law Concerning Parking Restrictions in the Beacon Center Lot](#)

**Reports: Mayor, City Council, and City Administrator**

**Local Laws and Resolutions**

1. [Resolution No. 76 - Appointing Ricardo Brown to the Position of Motor Equipment Operator](#)
2. [Resolution No. 77 - Appointing Connor Gould to the Position of Motor Equipment Operator](#)
3. [Resolution No. 78 - Authorizing the City Administrator to Execute an Agreement with Scape-Tech Landscape Technology, Inc. for the 2025 Beacon Accessible Curb Ramps Project](#)
4. [Resolution No. 79 - Setting a Public Hearing for a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.](#)
5. [Resolution No. 80 - Adopting Local Law No. 10 of 2025 Concerning Parking Restrictions in the Beacon Center Lot](#)

**Approval of Minutes**

1. [August 4, 2025 Minutes](#)

**Public Comment - Second Opportunity**

**Announcement of Next Meeting: September 2, 2025 at 7:00 p.m. (Workshop) & 7:45 p.m. (Meeting)**

**Executive Session**

[Executive Session \(Contracts\)](#)

**Adjournment**

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Public Hearing for a Proposed Local Law Concerning Parking Restrictions in the Beacon Center Lot

**ATTACHMENTS**

Keane & Beane, P.C. Memorandum Regarding a Proposed Local Law Concerning Parking Restrictions in the Beacon Center Lot

Proposed Local Law Concerning Parking Restrictions in the Beacon Center Lot

## MEMORANDUM

**TO:** Lee Kyriacou, Mayor  
Members of the City Council

**FROM:** Keane & Beane, P.C.

**RE:** Revised Local Law to Restrict Parking in the Beacon Center Lot

**DATE:** August 15, 2025

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In response to Council comments at its meeting on August 4, 2025, our office has consulted with the Police Department and Highway Department to update the proposed Local Law concerning Parking Restrictions in the Beacon Center Lot (also known as the “DMV Lot”).

### **REVISED PROVISIONS**

For convenience, revisions to the proposed Local Law are highlighted yellow in the draft and are explained below.

- A. No-parking zones in front of any theater, hotel, church, hospital or any other public building:** We have stricken the prohibition of parking “within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building” provided by Existing City of Beacon Code (the “City Code”) § 211-16.1(A)(2). There is no similar provision under the New York State Vehicle and Traffic Law (“VTL”) and this provision is not utilized.
- B. Flea Market Hours:** Existing City Code § 211-16.1(B), concerning parking in the Henry Street Lot during the City’s Flea Market days and hours, has been updated to reflect the current months of operation between April 1<sup>st</sup> and November 30<sup>th</sup>. We have also added the hours of the day this restriction is in effect, which mirrors the current signage at the parking lot between 6:00AM and 5:00PM on Sundays.
- C. Farmer’s Market Hours:** New City Code § 211-16.1(C), concerning parking in the Beacon Center Lot (DMV) during the Farmer’s Market, has been updated to reflect that public parking is prohibited on Sunday’s between 8:00AM and 4:00PM. The previous draft provided that no parking on Sundays begins at 6:00AM. There are two signs at the entrance to the Beacon Center Lot. The first sign, before a vehicle enters the lot, states no parking begins at 6:00AM. This sign will be corrected. The second sign, right after a vehicle has entered the lot, correctly states no parking and the “tow-away” zone begins at 8:00AM. The License Agreement with the County

provides that public parking in the lot is prohibited on Sunday beginning at 8:00AM.

**D. Snowfall Parking Restriction:** New City Code § 211-19.10(F), which only applies to the Beacon Center Lot but incorporates existing City Code § 211-16(A), has been revised to clarify that no parking in the Beacon Center Lot is permitted “when no parking signs are posted” and not solely because there has been snowfall. Specifically, the referenced Code Section (i.e., § 211-16(A)) provides in relevant part “[t]here shall be no parking in municipal lots within 24 hours of posting of same.” As such, parking in the Beacon Center Lot may be prohibited when “no parking signs” are posted therein, which can occur when the lot must be cleared of snow (as is true with all other lots) but for a variety of other reasons as well (e.g., special events, paving, restriping, etc.). Please note, Beacon City Code § 211-16(A) provides:

“It shall be unlawful to place, park or leave any automobile, truck or other vehicle on any public road or street within the corporate limits of the City of Beacon after any fall or accumulation of snow of two or more inches, between the hours of 9:00 p.m. and 7:00 a.m. or when parking on said public road or street obstructs the removal of snow.”

As such, residents are encouraged to utilize City parking lots when on-street parking is prohibited by City Code § 211-16(A). However, City parking lots must also be plowed. Thus, once the streets are clear, residents should remove their vehicles from the City’s parking lots to allow snow removal. When snow removal becomes necessary in parking lots, plows will try to work around parked vehicles. Pursuant to City Code § 211-16(A), “no-parking” signs are also posted in lots when plowing needs to be completed and residents are generally given a warning affixed to their vehicle. If the vehicle is not moved by the next day, the vehicle may be ticketed or removed. Furthermore, vehicles may not park in any City parking lot for more than 24-hours pursuant to City Code § 211-19.5, including the Beacon Center Lot. Thus, irrespective of whether a “no-parking” sign is posted in City lots after snowfall, vehicles in parking lots must be moved to a different location every 24-hours which allows the snow to be removed. Violators are ticketed and/or towed.

### **SIGNAGE AT THE BEACON CENTER LOT**

Staff has verified the existing signage at the Beacon Center Lot. Only the first entrance sign to the Beacon Center Lot needs to be amended. This sign states that no public parking on Sunday begins at 6:00AM and is unenforceable (i.e., because the License Agreement with the County provides that no public parking begins at 8:00AM on Sundays). Thus, it will be revised to state that no parking begins at 8:00AM.

### **QUESTIONS RAISED BY THE COUNCIL**

Whether the “no-parking zones” set forth in City Code § 211-16.1(A) are necessary.

- a. No parking within 10 feet of a fire hydrant. This City Code regulation is more generous than the relevant section of the NYS Vehicle and Traffic Law (“VTL”) § 1201(b) which prohibits parking within 15 feet of a fire hydrant. VTL § 1202(b) allows a city to change this via “official signs” and/or “local law” as the City has done. We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- b. No parking within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building. This is a lawful regulation under the VTL’s general authority for cities to regulate parking under VTL § 1640(a)(6). However, there is no specific VTL provision which addresses a parking “buffer” at the entrances to these types of land uses. Additionally, and upon consultation with staff, this provision of the City Code does not appear to have been utilized. As such, it is stricken from the proposed Local Law and will be removed from the City Code.
- c. No parking in front of any public or private driveway. This City Code regulation mirrors VTL § 1202(a)(2)(a). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- d. No parking on a crossing or extended beyond the building line at a crossing. This City Code regulation has the same effect as VTL §§ 1202(a)(1)(d) and (a)(2)(b). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- e. No parking on any bridge or elevated structure or within a highway tunnel. This City Code regulation effectively mirrors VTL § 1202(a)(1)(g), except the City Code’s version is more concise. We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- f. No parking on a roadway side of any vehicle stopped or parked at the curb or street (double parking). This City Code regulation effectively mirrors VTL § 1202(a)(1)(a). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.

Please do not hesitate to contact our office with any questions. Thank you.

cc: Chris White, City Administrator  
Tom Figlia, Police Chief  
Michael Manzi, Highway Superintendent

LOCAL LAW NO. \_\_\_\_ OF 2025

CITY COUNCIL  
CITY OF BEACON

A LOCAL LAW TO AMEND THE BEACON CITY CODE CONCERNING  
PARKING RESTRICTIONS IN THE BEACON CENTER LOT

A LOCAL LAW to amend Chapter 211 of the Beacon City Code, Vehicles and Traffic, to regulate parking in the Beacon Center Lot located at 223 Main Street.

**BE IT ENACTED** by the City Council of the City of Beacon as follows:

**Section 1.** Chapter 211 of the Beacon City Code, Article III – Parking, Stopping and Standing, Section 211-16.1 entitled “No-parking zones,” is hereby amended to add a new Subsection as follows:

§ 211-16.1 **No-parking zones.**

A. There shall be no parking of automobiles or other vehicles in the following no-parking zones:

(1) Within 10 feet of a fire hydrant.

(2) Within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building.

(3)(2) In front of any public or private driveway.

(4)(3) On a crossing or extended beyond the building line at a crossing.

(5)(4) On any bridge or elevated structure or within a highway tunnel.

(6)(5) On a roadway side of any vehicle stopped or parked at the curb or street (double parking).

B. There shall be no parking of automobiles or other vehicles in Henry Street Parking Lot No. 1, located at the intersection of Henry Street and South Chestnut Street, on Sundays between May-April 1 and October-November 31-30 during the hours of 6:00AM through 5:00PM. Unauthorized vehicles may be ticketed and/or removed by order of the Beacon City Police Department.

C. There shall be no parking of automobiles or other vehicles in the Beacon Center Lot, located at the intersection of Main Street and South Elm Street, on Sundays between 8:00 A.M. 6:00 A.M. and 4 P.M. This restriction shall not apply to permittees expressly authorized to park in said lot by Dutchess County, all other vehicles may be ticketed and/or removed by order of the Beacon City Police Department.

~~C.D.~~\_\_\_\_\_ The penalty for violating the provisions of § 211-16 or 211-16.1 shall be as set forth in § 211-20.

**Section 2.** Chapter 211 of the Beacon City Code, Article III – Parking, Stopping and Standing, is hereby amended to add Section 211-19.10 entitled “Beacon Center Parking Lot” as follows:

§ 211-19.10 Beacon Center Parking Lot.

Parking in the Beacon Center Lot, located at the intersection of Main Street and South Elm Street and abutting 223 Main Street, shall be subject to the following restrictions:

- A. Except as otherwise regulated herein, the public shall be permitted to park passenger vehicles in the Beacon Center Lot at all times except those parking spaces designated as employee parking which shall be reserved for employees between 6:00AM to 6:00PM Monday through Friday, excluding County recognized holidays. The public shall be permitted to park passenger vehicles in reserved employee parking spaces only between 6:00 PM to 6:00AM Monday through Friday, and at all times on Saturday and on holidays recognized by Dutchess County, however, public parking on Sundays shall be further subject to the regulations of § 211-16.1C.
- B. Public parking in non-employee parking spaces shall not exceed two (2) hours between the hours of 8:00AM to 5:00PM Monday through Friday, excluding holidays recognized by Dutchess County.
- C. Only electric vehicles may park or stand in the parking spaces specifically designated for electric vehicle charging. Electric vehicles shall only utilize the parking spaces specifically designated for electric vehicle charging while actually charging such vehicle. Parking or standing in electric vehicle parking spaces shall not exceed four (4) hours.
- D. The restrictions of § 211-15C concerning parking in handicap spaces shall apply to the Beacon Center Lot.
- E. The restrictions of § 211-15.1 concerning parking of commercial vehicles shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.
- F. The restrictions of § 211-16A concerning the parking of vehicles when no parking signs are posted during snowfall in municipal lots shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.

G. The restrictions of § 211-16.1 concerning no parking zones shall apply to the Beacon Center Lot.

H. The restrictions of § 211-19.5 concerning a twenty-four-hour maximum parking limit shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.

I. The restrictions of this Section shall not apply to vehicles or persons expressly authorized by the City of Beacon or Dutchess County to park in the Beacon Center Lot provided that the vehicle is parked in accordance with such authorization.

J. Any vehicle found in violation of this Section shall be subject to the penalties set forth in § 211-20.

### **Section 3. Ratification, Readoption and Confirmation.**

Except as specifically modified by the amendments contained herein, Chapter 211 of the Code of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

### **Section 4. Numbering for Codification.**

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

### **Section 5. Severability.**

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

### **Section 6. Effective Date.**

This local law shall take effect immediately upon filing with the Office of the Secretary of State.

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Resolution No. 76 - Appointing Ricardo Brown to the Position of Motor Equipment Operator

**ATTACHMENTS**

Resolution Appointing Ricardo Brown to the Position of Motor Equipment Operator

Superintendent of Streets Memorandum Regarding the Appointment of Ricardo Brown



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 76 OF 2025**

**APPOINTING RICARDO BROWN TO THE POSITION OF  
MOTOR EQUIPMENT OPERATOR**

**WHEREAS**, there is currently a vacancy for the position of Motor Equipment Operator; and

**WHEREAS**, Ricardo Brown meets the qualifications for the position of Motor Equipment Operator, and is recommended for appointment to the position by the Superintendent of Streets.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor hereby appoints and the City Council approves the appointment of Ricardo Brown to the position of Motor Equipment Operator.

| Resolution No. 76 of 2025             |        |                    |     | Date: August 18, 2025                 |         |        |        |
|---------------------------------------|--------|--------------------|-----|---------------------------------------|---------|--------|--------|
| <input type="checkbox"/> Amendments   |        |                    |     | <input type="checkbox"/> 2/3 Required |         |        |        |
| <input type="checkbox"/> On roll call |        |                    |     | <input type="checkbox"/> 3/4 Required |         |        |        |
| Motion                                | Second | Council Member     | Yes | No                                    | Abstain | Reason | Absent |
|                                       |        | Paloma Wake        |     |                                       |         |        |        |
|                                       |        | Amber Grant        |     |                                       |         |        |        |
|                                       |        | Molly Rhodes       |     |                                       |         |        |        |
|                                       |        | Jeffrey Domanski   |     |                                       |         |        |        |
|                                       |        | Pam Wetherbee      |     |                                       |         |        |        |
|                                       |        | George Mansfield   |     |                                       |         |        |        |
|                                       |        | Mayor Lee Kyriacou |     |                                       |         |        |        |
|                                       |        | Motion Carried     |     |                                       |         |        |        |

Memorandum  
*Highway Department*



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To: Chris White  
City Council

From: Michael Manzi

Re: Motor Equipment Operator Candidate, Ricardo Brown

Date: August 13, 2025

Please be advised that the City of Beacon Highway Department recently conducted interviews to fill a vacant Motor Equipment Operator position.

One of the candidates interviewing for an open position was Ricardo Brown, a current City employee in the Water Department. Mr. Brown was hired on October 26, 2020 as a Water & Sewer Maintenance Helper, and recently acquired his Class B CDL.

An interview with Mr. Brown was conducted by HR Director Sara Morris, Dave Way, and myself. Based on a review of all candidates and their qualifications, it our recommendation that the City transfer Mr. Brown to the Highway Department to fill this position.

The position was budgeted for and had been posted in all City Departments. Thank you for your consideration.

Sincerely,

Mike Manzi  
Superintendent of Streets

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Resolution No. 77 - Appointing Connor Gould to the Position of Motor Equipment Operator

**ATTACHMENTS**

Resolution Appointing Connor Gould to the Position of Motor Equipment Operator

Superintendent of Streets Memorandum Regarding the Appointment of Connor Gould

Connor Gould Resume



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 77 OF 2025**

**APPOINTING CONNOR GOULD TO THE POSITION OF  
MOTOR EQUIPMENT OPERATOR**

**WHEREAS**, there is currently a vacancy for the position of Motor Equipment Operator; and

**WHEREAS**, Connor Gould meets the qualifications for the position of Motor Equipment Operator, and is recommended for appointment to the position by the Superintendent of Streets.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor hereby appoints and the City Council approves the appointment of Connor Gould to the position of Motor Equipment Operator.

| Resolution No. 77 of 2025             |        |                    | Date: August 18, 2025                 |    |         |        |        |
|---------------------------------------|--------|--------------------|---------------------------------------|----|---------|--------|--------|
| <input type="checkbox"/> Amendments   |        |                    | <input type="checkbox"/> 2/3 Required |    |         |        |        |
| <input type="checkbox"/> On roll call |        |                    | <input type="checkbox"/> 3/4 Required |    |         |        |        |
| Motion                                | Second | Council Member     | Yes                                   | No | Abstain | Reason | Absent |
|                                       |        | Paloma Wake        |                                       |    |         |        |        |
|                                       |        | Amber Grant        |                                       |    |         |        |        |
|                                       |        | Molly Rhodes       |                                       |    |         |        |        |
|                                       |        | Jeffrey Domanski   |                                       |    |         |        |        |
|                                       |        | Pam Wetherbee      |                                       |    |         |        |        |
|                                       |        | George Mansfield   |                                       |    |         |        |        |
|                                       |        | Mayor Lee Kyriacou |                                       |    |         |        |        |
| Motion Carried                        |        |                    |                                       |    |         |        |        |

# Memorandum

## Highway Department



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To: Chris White  
City Council

From: Michael Manzi

Re: Motor Equipment Operator Candidate, Connor Gould

Date: August 13, 2025

Please be advised that the City of Beacon Highway Department recently conducted interviews to fill a vacant Motor Equipment Operator position.

First and second round interviews were conducted by HR Director Sara Morris, Dave Way, and myself. Based on a review of all candidates and their qualifications, it our recommendation that the City hire Mr. Gould to fill the vacancy. Mr. Gould holds a Class A CDL and has an extensive background in landscaping, blacktop, and blacktop maintenance. We feel he would be an asset to the Department and the City.

The position was budgeted for and had been posted in all City Departments. Thank you for your consideration.

Sincerely,

Mike Manzi  
Superintendent of Streets

## Connor Gould



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**OBJECTIVE:** To obtain a position that will allow me to utilize and expand my skills, years of work experience, and abilities.

### **WORK HISTORY:**

#### **RELIABLE PAVING SERVICES LLC**

3 Seybolt Ave. Otisville, NY 10963

Owner/Operator- March, 2023- Present

- Class A CDL Driver with a spotless record
- Machine Operator: Paver, Skid steer, Roller, Loader, Dump trucks, etc.
- Customer service, preparation of estimates, business decision making, etc.
- Responsibility of planning and supervising the work of the crew on a daily basis
- Superior coordination and depth perception for proper machine control and operation
- Good automotive mechanical skills
- Strong ability to follow oral and written instructions
- Performed daily pre- and post-trip vehicle inspections per company policy.

#### **TODD LYONS PAVING INC.**

57 Ingrassia Rd, Middletown, NY

CDL Driver/Machine Operator/Paving Technician- September, 2018 to March, 2023

- Excellent driving record with CDL Class A license
- Machine Operator: paver, skid steer, roller, loader, dump trucks, etc.
- Superior coordination and depth perception for correct machine control and operation
- Thorough knowledge of highway traffic signals and signs

- Good knowledge of Federal Motor Carrier Safety Regulations
- Good automotive mechanical skills
- High ability to follow oral and written instructions
- Performed daily pre- and post-trip vehicle inspections per company policy.
- Operated trucks in accordance with OSHA/MSHA guidelines and company policy.
- Performed daily cleaning of vehicle and equipment.

## **ADVANCED SEALCOATING AND ASPHALT REPAIR**

Otisville, NY 10963

Owner/Operator- June, 2018 to March, 2023

- Offers and conducts asphalt maintenance services such as: asphalt resurfacing, cut-out repairs, sealcoating, crack filling, etc.
- Machine Operator: dump truck, dump trailer, demo saw, sealcoat trailer, crack filling machine, etc.
- Coordinates job activities for staff, work requester, and other work crews. Plans daily activities and monitors work performance
- Participates in establishing and modifying operational procedures
- Equipment maintenance and service

## **DIAMOND CUT LAWNS**

Otisville, NY 10963

Owner/Operator- June, 2018 to November, 2022

- Offers and conducts landscaping services such as: lawn mowing, landscape installation, mulch, aerating, weeding, planting, excavating, installation of patios and walkways, etc.
- Snow plowing both residential and commercial
- Coordinates job activities for staff, work requester, and other work crews. Plans daily activities and monitors work performance
- Delegate work and follow up to ensure customer satisfaction
- Participates in establishing and modifying operational procedures
- Equipment maintenance and service

## **JET-BLACK SEALCOATING**

Slate Hill, NY 10973

Operations Manager- April, 2014 to June, 2018

- Asphalt Maintenance Services: cut-out repairs, sealcoating, crack filling, etc.
- Coordinates job activities for staff, work requester, and other work crews. Plans daily activities and monitors work performance
- Participates in establishing and modifying operational procedures
- Equipment maintenance and service

## **EDUCATION:**

### **SUNY Orange Middletown, NY**

Liberal Arts- September 2009- May 2010

### **Minisink Valley High School, Slate Hill, NY**

HS Diploma-Graduated June, 2009

Completed Electrical Construction 1&2 through OU BOCES CTE Program

### **Training:**

- Class A CDL
- OSHA 40 Certification
- Heavy Equipment Operator
- Paving and Road Work
- Cabinetry Installation
- Computer Skills: Microsoft Word, Google Suite

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Resolution No. 78 - Authorizing the City Administrator to Execute an Agreement with Scape-Tech Landscape Technology, Inc. for the 2025 Beacon Accessible Curb Ramps Project

**ATTACHMENTS**

Resolution Authorizing the City Administrator to Execute an Agreement with Scape-Tech Landscape Technology, Inc. for the 2025 Beacon Accessible Curb Ramps Project

City Engineer Memorandum Regarding the 2025 Beacon Accessible Curb Ramps Bid Results



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 78 OF 2025**

**AWARDING A CONTRACT TO SCAPE-TECH LANDSCAPE TECHNOLOGY, INC. FOR  
THE 2025 BEACON ACCESSIBLE CURB RAMPS PROJECT**

**WHEREAS**, the City of Beacon published an advertisement, pursuant to General Municipal Law § 103 and Chapter 53 of the Beacon City Code, seeking qualified contractors for COB Bid No. 2025-013, 2025 Beacon Accessible Curb Ramps; and

**WHEREAS**, on August 5, 2025, seven (7) sealed submissions were received and opened for said bid; and

**WHEREAS**, after review of the submissions, the apparent low bidder for the project was Costas Construction, however the firm requested to withdraw their submission based on their inability to meet project timeline requirements; and

**WHEREAS**, the second lowest bidder for the project was determined to be Scape-Tech Landscape Technology, Inc., who confirmed that they are able to meet project timeline requirements; and

**WHEREAS**, the City Engineer recommends awarding the 2025 Beacon Accessible Curb Ramps Project to the lowest responsible bidder, Scape-Tech Landscape Technology, Inc. ("Scape-Tech"), which submitted a responsive and complete bid for said project, for a total base bid amount of two-hundred and seventy-five thousand dollars (\$275,000.00).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Beacon hereby accepts the withdrawal of Costas Construction for COB Bid No. 2025-013, 2025 Beacon Accessible Curb Ramps.

**BE IT FURTHER RESOLVED**, the City Council of the City of Beacon hereby awards COB Bid No. 2025-013, 2025 Beacon Accessible Curb Ramps, to Scape-Tech in the amount of two-hundred and seventy-five thousand dollars (\$275,000.00).

**BE IT FURTHER RESOLVED**, the City Administrator is hereby authorized to execute an agreement and any amendments with Scape-Tech Landscape Technology, Inc., subject to approval by the City Attorney as to form and substance, and to take all actions necessary to effectuate the intent of this Resolution and to cause compliance with the agreement awarded to Scape-Tech.

| Resolution No. 78 of 2025             |        |                    |     | Date: August 18, 2025                 |         |        |        |
|---------------------------------------|--------|--------------------|-----|---------------------------------------|---------|--------|--------|
| <input type="checkbox"/> Amendments   |        |                    |     | <input type="checkbox"/> 2/3 Required |         |        |        |
| <input type="checkbox"/> On roll call |        |                    |     | <input type="checkbox"/> 3/4 Required |         |        |        |
| Motion                                | Second | Council Member     | Yes | No                                    | Abstain | Reason | Absent |
|                                       |        | Paloma Wake        |     |                                       |         |        |        |
|                                       |        | Amber Grant        |     |                                       |         |        |        |
|                                       |        | Molly Rhodes       |     |                                       |         |        |        |
|                                       |        | Jeffrey Domanski   |     |                                       |         |        |        |
|                                       |        | Pam Wetherbee      |     |                                       |         |        |        |
|                                       |        | George Mansfield   |     |                                       |         |        |        |
|                                       |        | Mayor Lee Kyriacou |     |                                       |         |        |        |
| Motion Carried                        |        |                    |     |                                       |         |        |        |



August 15, 2025

Mr. Christopher White  
City Administrator  
City of Beacon City Hall  
1 Municipal Plaza  
Beacon, NY 12508

and

Mr. Micheal Manzi  
Highway Superintendent  
City of Beacon City Hall  
1 Municipal Plaza  
Beacon, NY 12508

RE: 2025 Accessible Curb Ramps  
City of Beacon  
Award Recommendation

Dear Mr. White & Mr. Manzi:

A total of seven (7) bid proposals were submitted and opened on August 5<sup>th</sup>, 2025, for the **2025 Accessible Curb Ramps** project. The seven proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. Upon review of the bids submitted, it was found that the bid proposals submitted by Costas Construction and A-Tech Concrete both had mathematical errors which increased each of their total overall bid values but did not change their standings in relationship to all bids received. All submitted bid proposals were found to be complete.

After the bid opening, a correspondence was received from Costas Construction (the perspective low bidder) in which they requested that their bid be withdrawn (copy attached hereto). Based upon a conversation with Constantine Costas (owner of Costas Construction), they realized that they would not be able to commence work on the project in short order due to a larger project they are currently working on and trying to complete. Mr. Costas understands that time is of the essence for the City project and did not want to delay or hinder the City from completing the project in a timely fashion. Based upon the correspondence received from Costas Construction for withdrawal of their bid proposal, and correspondence with the City Attorney, the bid submitted by Costas Construction has not been considered.

Based upon the above, the following tabulation shows the order from lowest bidder, the name of the bidder, the total contract amount, and the corrected contract amount if errors were found, with the bid submitted by Costas Construction not being included. The engineer's estimate for the project was approximately \$290,000.00.

| NAME OF BIDDER                                          | TOTAL CONTRACT AMOUNT | CORRECTED CONTRACT AMOUNT |
|---------------------------------------------------------|-----------------------|---------------------------|
| Scape-Tech Landscape Technology, Inc.<br>Katonah, NY    | \$275,000.00          | N.A.                      |
| A-Tech Concrete<br>Edison, NJ                           | \$294,021.00          | \$295,521.00              |
| GMC Construction Services, Inc.<br>New Hampton, NY      | \$354,344.00          | N.A.                      |
| Catalyst Construction<br>Middletown, NY                 | \$380,650.00          | N.A.                      |
| Nuvista Designs General Contractors LLC<br>Blauvelt, NY | \$491,748.00          | N.A.                      |
| Black Top Maintenance<br>Poughkeepsie, NY               | \$598,670.33          | N.A.                      |

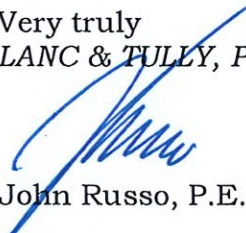
The lowest responsible bidder is Scape-Tech Landscape Technology, Inc., with the total base bid amount of \$275,000.00.

Scape-Tech landscape Technology, Inc. has submitted information related to projects in which they have completed the work as outlined within the proposed project, as well as having completed several similar projects for the City of Beacon in the past several years. References supplied were called and checked to verify the work completed by the prospective low-bidder and were found to be acceptable. In our opinion, Scape-Tech Landscape Technology, Inc. should be considered the lowest responsible bidder based upon the submitted information and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the **2025 Accessible Curb Ramps** project to Scape-Tech Landscape Technology, Inc.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly  
LANC & TULLY, P.C.

  
John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

***Costas Construction  
401 Saw Mill River Road  
Yonkers, NY 10701  
914-885-5555  
costascontracting@gmail.com***

8/13/2025

Re: 2025 ADA Accessible Ramp

To Whom It May Concern,

Based on discussions with John Russo, Costas Construction will be recusing ourselves from the 2025 ADA Ramp Bid. As listed in the bid documents, we are engaged in a current project with Haverstraw and we will not be able to fulfill the start date the City of Beacon is requesting. We thank you for your time and look forward to working with you in the future.

Very truly yours,

Costas Construction

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Resolution No. 79 - Setting a Public Hearing for a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

**ATTACHMENTS**

Resolution Setting a Public Hearing for a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Keane & Beane, P.C. Memorandum Concerning a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Draft Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 79 OF 2025**

**SETTING A PUBLIC HEARING RELATED TO FRANCHISE RENEWAL AGREEMENT  
WITH CABLEVISION OF WAPPINGERS FALLS, INC.**

**WHEREAS**, the City of Beacon has granted a franchise for cable television services to Cablevision of Wappinger Falls, Inc. ("Cablevision") that is due to expire on December 3, 2025; and

**WHEREAS**, Cablevision has submitted a request to renew its franchise agreement for the continued operation of Cablevision in the City of Beacon; and

**WHEREAS**, the public hearing is intended to gather comments from the public to:

- A) identify the future cable-related community needs and interests, considering the costs of meeting such needs and interests; and
- B) determine the performance of the cable television company during the current franchise term; and
- C) determine whether the quality of the cable television company, including signal quality, response to consumer complaints, billing practices, and overall service provided has been reasonable in light of community needs.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Beacon hereby sets September 15, 2025 at 7:45 p.m., or immediately following the completion of the preceding City Council Workshop, at City Hall Court Room, One Municipal Plaza, Beacon, NY, as the date, time, and place of a public hearing to receive comments from the public.

| Resolution No. 79 of 2025             |        |                           |     | Date: August 18, 2025                 |         |        |        |
|---------------------------------------|--------|---------------------------|-----|---------------------------------------|---------|--------|--------|
| <input type="checkbox"/> Amendments   |        |                           |     | <input type="checkbox"/> 2/3 Required |         |        |        |
| <input type="checkbox"/> On roll call |        |                           |     | <input type="checkbox"/> 3/4 Required |         |        |        |
| Motion                                | Second | Council Member            | Yes | No                                    | Abstain | Reason | Absent |
|                                       |        | <b>Paloma Wake</b>        |     |                                       |         |        |        |
|                                       |        | <b>Amber Grant</b>        |     |                                       |         |        |        |
|                                       |        | <b>Molly Rhodes</b>       |     |                                       |         |        |        |
|                                       |        | <b>Jeffrey Domanski</b>   |     |                                       |         |        |        |
|                                       |        | <b>Pam Wetherbee</b>      |     |                                       |         |        |        |
|                                       |        | <b>George Mansfield</b>   |     |                                       |         |        |        |
|                                       |        | <b>Mayor Lee Kyriacou</b> |     |                                       |         |        |        |
| <b>Motion Carried</b>                 |        |                           |     |                                       |         |        |        |

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT CORRESPONDENCE  
NOT SUBJECT TO FOIL DEMAND**

**MEMORANDUM**

**TO:** Lee Kyriacou, Mayor  
Members of the City Council  
Chris White, City Administrator

**FROM:** Keane & Beane, P.C.

**RE:** Renewal of Cable Franchise Agreement

**DATE:** August 11, 2025

---

The existing cable franchise agreement granted by the City of Beacon to Cablevision of Wappingers Falls, Inc. (“Cablevision”) is set to expire on December 3, 2025. Altice, the parent company of Cablevision filed a request to renew its cable franchise agreement with the City of Beacon, as required by the 47 U.S.C. § 546 of the Federal Telecommunications Act and the regulations of the NYS Public Service Commission at 16 NYCRR Part 891. This memorandum will briefly outline the procedure to renew the cable franchise agreement and discuss what issues can and cannot be negotiated in a cable franchise agreement.

Our office is reviewing the draft renewal agreement and will work with the City Council and City Administrator on suggested edits to the agreement, which will be discussed at a work session this Fall.

**I. Federal and State Regulatory Scheme for Cable Services**

Cable Franchise Agreements are subject to regulation under the Federal Telecommunications Act (47 U.S.C. § 541 et seq), and Article 11 of the New York Public Service Law. The Federal Telecommunications Act places restrictions on what a municipality can and cannot require in a cable franchise agreement and the Regulations of the NYS PSC also have requirements.

The renewal process is governed by 47 U.S.C. § 546 and 16 NYCRR Part 891 that references 47 U.S.C. § 546. Under 47 U.S.C. § 546 there is a formal renewal process and an informal process. Cablevision's letter requesting a renewal stated that the City could proceed under an informal process but reserved the right to use the formal process if an agreement could not be reached under the informal process.

## **II. Informal Renewal Procedure**

- a) Altice, the parent company of Cablevision, filed a request to renew its cable franchise agreement with the City of Beacon, which started the process.
- b) Cablevision sent a draft agreement to our office for review. The draft agreement has a term of ten years, which is the same length as the current franchise agreement. Our office will be suggesting changes to the initial draft agreement from Cablevision.
- c) Schedule and Hold a Public Hearing.
  - 1) To assist the City in negotiating the cable franchise agreement, there needs to be a public hearing. The first public hearing should obtain comments from the public to determine:
    - A) identifying the future cable-related community needs and interests, considering the costs of meeting such needs and interests; and
    - B) reviewing the performance of the cable television company during the then current franchise term; and
    - C) the quality of the operator's service, including signal quality, response to consumer complaints, billing practices, and overall service provided has been reasonable in light of community needs.
    - D) Once the renewal franchise agreement has been negotiated, another public hearing should be held and closed prior to a vote of the legislative body.
    - E) Under Beacon City Charter § 2.11, a public hearing for a franchise renewal shall be published at least three (3) weeks before the date of the hearing. A copy of the request for the renewal must be made available by the City Clerk to the public upon request.

- d) Approval of Franchise Renewal.
  - 1) Approval of franchise. After closing the public hearing, the Council can vote whether to approve the franchise agreement. Unless there has been an “egregious” failure by the franchisee to provide services to residents, the Council should approve the negotiated franchise agreement.
  - 2) 47 U.S.C. § 546 creates a presumption that the cable franchise agreement will be renewed.
  - 3) As Cablevision is the only cable provider in the City of Beacon, a denial of the renewal application will result in a loss of cable service in the City.
  - 4) A detailed record must be made if the Council is contemplating a denial of the franchise agreement.
- e) Filing for a Certificate of Confirmation.
  - 1) Once the Council approves the franchise agreement, the franchisee then files a request with the NYS Public Service Commission for a Certificate of Confirmation.
  - 2) The filing of a timely application for a Certificate of Confirmation pursuant to 16 NYCRR Part 897 shall automatically extend the applicant’s operating rights pending final action by the PSC.
  - 3) The term of the cable franchise agreement begins when the PSC issues a Certificate of Confirmation.

### **III. Areas Not Subject to Regulation under Franchise Agreement**

Frequent comment at public hearings on cable franchise agreements deal with subjects that are beyond the scope of the franchise agreement, for example:

- a) Comment: Cablevision is the only cable provider in the City of Beacon, we need competition. Cablevision has a monopoly.  
  
Response: The City may only issue non-exclusive franchises, so any other cable provider may apply to the City for a franchise agreement.
- b) Comment: The cost of cable is outrageous; the City needs to force Cablevision to reduce its prices.  
  
Response: Under the Federal Telecommunications Act, the City may only regulate the basic cable package, which is the rebroadcast of

local television stations, if the City is granted a certificate by the Federal Communications Commission to adopt rate schedules. 47 U.S.C. § 543. As few subscribers have the basic cable package, it is not cost effective for the City to regulate basic cable packages.

- c) Comment: I don't get a particular cable channel; the City should require that the channel be provided.

Response: the City cannot require the franchisee to provide certain cable television channels or programming.

- d) Matters not pertaining to cable service such as telephone or internet service cannot be regulated under the cable franchise agreement.

#### **IV. Negotiable Provisions of a Franchise Agreement**

Under State and Federal Law, the City may negotiate the following provisions contained within a cable franchise agreement:

- a) Franchise Fee – Under Federal Law, the City is entitled to a maximum of five (5%) percent of the “gross revenues” the franchisee derives from subscribers and non-subscribers. As such, the definition of “gross revenues” is a significant aspect of the agreement. If the definition of “gross revenues” is too narrow in scope the City may lose out on revenues, if it is too broad or open to interpretation, the City may similarly lose out on revenues for failing to adequately define the sources of revenue. For reference, the City currently imposes the maximum 5% of “gross revenues” in the existing agreement.
- 1) Please note the following as well:
- A) Under Federal law, the franchisee is entitled to pass the franchise fee along to customers.
  - B) Under Federal law, the term franchise fee can be listed on the bill delivered to customers as a line item.
  - C) Under Federal law, the franchisee may deduct the amount it pays to the City to provide operation support for PEG access from the franchise fee.
  - D) The franchisee may offset the amount payable under the franchise fee from the special franchise tax it pays on the value of its physical equipment within the City's right-of-way.

- E) Streaming apps provided through the cable box are subject to the cable franchise fee.
  - F) Advertising revenue can be included within gross revenue.
- 2) Telephone service and internet service are not cable services so they are not included within the definition of gross revenue.
- b) The franchise agreement can require a cable operator to carry channels for public access, education (school district), and government (boards) (PEG). Currently Cablevision is providing a government channel. The cable agreement may also provide PEG grant funding for the acquisition of capital equipment used to broadcast board meetings on the Government Channel.
  - c) The City may require the franchisee to provide free services to public buildings and schools. This already occurs per the existing franchise agreement.
  - d) The franchise agreement can impose right-of-way management and safety rules.
  - e) Consumer protection regulations if they are not inconsistent with State and Federal laws.
  - f) Accountability standards and procedures to ensure the terms of the franchise agreement are being met.

**A FRANCHISE RENEWAL AGREEMENT**

**between the**

**City of Beacon, Dutchess County, State of New York**

**and**

**Cablevision of Wappingers Falls, Inc.**

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

## A FRANCHISE RENEWAL AGREEMENT

**WHEREAS**, City of Beacon (hereinafter referred to as “Municipality”) has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

**WHEREAS**, Cablevision of Wappingers Falls, Inc., (hereinafter referred to as “Franchisee”), or, if applicable Franchisee’s predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that expires on December 03, 2025, has petitioned the Municipality for a renewal of such franchise; and,

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

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

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

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

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

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

The Municipality and Franchisee agree as follows:

### **1.0 DEFINITION OF TERMS**

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

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

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

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

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

**1.6 “City”:** the City of Beacon, Dutchess County, State of New York.

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

**1.8 “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.

**1.9 “FCC”:** the Federal Communications Commission.

**1.10 “Franchise”:** the rights and obligations described in this document, and used interchangeably with the term “**Agreement**”.

**1.11 “Franchise Fee”:** the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

**1.12 “Franchisee”:** Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

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

(a) 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 Communications System in the City, 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) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) Franchise Fees imposed on Franchisee by the City that are passed through from Franchisee as a line item paid by Subscribers; (vi) compensation received by Franchisee that is derived from the operation of Franchisee's Communications System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Communications System, such as "home shopping" or a similar channel, subject to the exceptions below, Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Communications System to provide Cable Service within the City, subject to the exceptions below.

The allocation of the revenue specified in this subsection shall be based on the number of Subscribers in the City 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.

(b) Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business(provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as not constituting Cable Services revenue under federal or state law including, without limitation, revenue received from "telecommunications services" as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended; revenue received from "information services" as defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to services that are not Cable Services in accordance with federal law, rules, regulations, standards or orders as amended, provided, however, should revenue from any service provided by Franchisee over the Communications 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 City shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NYSPSC approving such amendment; further provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the City are also required to provide revenue from such service to the City as gross revenue (as defined in the franchise agreements of such other Cable Service providers); DVR functionality; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Communications 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 Communications System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Communications System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the City including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a municipal, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital

assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant used by the City for capital costs.

**1.14 “Municipality”:** the City of Beacon, NY and/or its authorized representatives.

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

**1.16 “NYSPSC”:** the New York State Public Service Commission or any successor State agency with similar responsibilities.

**1.17 “Person”:** an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

**1.18 “Transfer of the Franchise”:** any transaction in which:

**1.18.1** a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

**1.18.2** the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.17.1 and 1.17.2 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 Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

## **PART I – THE FRANCHISE**

### **2.0 GRANT OF FRANCHISE**

**2.1** Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.

**2.2** Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, cables, conductors, ducts, conduits, vaults, manholes,

amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

**2.3** Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent 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 Municipality pursuant to Municipal Law, 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 Municipality shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, "unreasonably delay" shall mean the Municipality'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.

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

### **3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE**

**3.1** This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

### **4.0 TERRITORIAL LIMITS**

**4.1** The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

### **5.0 FRANCHISE SUBJECT TO LAW AND REGULATION**

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

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

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

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

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

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

## **6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS**

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

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

**6.3** To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize

interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

**6.4** Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures. In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

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

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

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

**6.8** Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

## **7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE**

**7.1** Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the Municipality 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.

**7.2** No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.18 above.

## **8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT**

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

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

**8.1.2** Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

**8.1.3** Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

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

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

**8.1.6** Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

**8.1.7** Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

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

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

**8.4** In the event of such circumstances as described in Section 8.3, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.3. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such events or conditions.

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

**8.6** Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee,

its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

## **9.0 SEVERABILITY**

**9.1** With the exception of material provisions, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

## **10.0 EFFECTIVE DATE AND TERM**

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

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

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

## **PART II -- THE SYSTEM**

### **11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS**

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

### **12.0 SYSTEM SPECIFICATIONS**

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

**12.2** All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

**12.3** Franchisee's System shall provide for a minimum channel capacity of not less than seventy three (73) video programming channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

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

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

**12.6** The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

### **13.0 SYSTEM PERFORMANCE STANDARDS**

**13.1** All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

**13.2** Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency

communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

#### **14.0 SYSTEM MAINTENANCE AND REPAIR**

**14.1** Franchisee shall establish and take reasonable measures to adhere to maintenance policies which provide Service to subscribers at or above the performance standards set forth herein.

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

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

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

### **PART III -- THE SERVICE**

#### **15.0 GENERAL SERVICE OBLIGATION**

**15.1** Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

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

**15.1.2** All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

**15.1.3** Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than twenty-five (25) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

**15.1.4** Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide service to any person who fails to abide by Franchisee's terms and conditions of service.

**15.1.4.1** Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal and State law.

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

## **16.0 MUNICIPAL AND SCHOOL SERVICE**

**16.1** Subject to Section 15.0 of this Agreement, and to federal law and FCC rules and orders, upon written request from Municipality, Franchisee shall provide, without charge within the Municipality, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) 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 one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

**16.2** Upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to one building for every State and local accredited elementary and secondary Schools and Public Libraries in the City as follows: (1) one standard installation per School or Public Library campus; (2) one cable modem per installation; (3) cable modem service the term of this Agreement for each 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.

**16.3** Franchisee shall provide without charge basic cable modem service to City Hall as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for City Hall even if City Hall or other place where the public business is conducted on behalf of the City shall be comprised of more than one building.

**16.4** As used in this Agreement, the terms:

**16.4.1** “School” shall mean those educational institutions within the City chartered by the New York State Board of Regents pursuant to the New York Education Law.

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

**16.4.3** “Municipal office buildings” shall mean the City’s City Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

## **17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

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

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

**17.3** The Franchisee shall designate up to (i) one (1) full-time activated public access channel, up to (ii) one (1) full-time activated government access channel, and up to one (1) educational access channel. All PEG channels provided by the Franchisee may be offered in any format using any transmission method. If required by applicable law, the PEG Channels shall be provided on Franchisee’s basic service tier.

**17.4** Franchisee specifically reserves the right to make or change channel assignments in its sole discretion.

**17.5** [TO BE DISCUSSED]t.

**17.5.1** The PEG Grant shall be used solely by the City for PEG access equipment, including but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovations or construction of peg access facilities, and for any other PEG Capital related needs of the City.

**17.5.2** Upon request by the Franchisee, City shall provide Franchisee with an annual report setting for the a summary of all expenditures for PEG Access equipment and facilities from the PEG Grant paid to the City and the amounts, if any reserved for future capital expenditures for such purposes.

**17.5.3** The Municipality shall impose the same obligations as those in this Section 17.5 on all new and renewed providers of Cable Service in the Municipality. In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 17.5, Franchisee's aggregate obligations under Section 17.5 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

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

## **PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY**

### **18.0 FRANCHISE FEE**

**18.1** Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Revenue for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

**18.2** Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

**18.3** A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the Municipality.

**18.4** The City or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to the City pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, the City shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

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

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

## **19.0 INDEMNITY AND INSURANCE**

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

- |                                                      |                          |
|------------------------------------------------------|--------------------------|
| <b>19.1.1</b> Personal injury or death:              | \$500,000 per person     |
|                                                      | \$500,000 per occurrence |
| <b>19.1.2</b> Property damage:                       | \$500,000 per occurrence |
| <b>19.1.3</b> Excess liability or umbrella coverage: | \$10,000,000             |

**19.2** The Municipality shall impose at least the same insurance obligations as those in this Section 19.0 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

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

**19.4** Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

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

**19.6** Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

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

## **20.0 RATES AND CHARGES**

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

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

## **21.0 EMPLOYMENT PRACTICES**

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

## **22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM**

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

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

**22.2.1** In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or

agent of Franchisee. Franchisee shall reimburse the Municipality for the reasonable costs of such designee

**22.2.2** The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests. The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

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

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

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

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

### **24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY**

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

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

Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

### **25.0 MANDATORY RECORD KEEPING**

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

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

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

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

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

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

## **26.0 MUNICIPAL EMERGENCIES**

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

## **PART V -- FRANCHISEE’S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS**

### **27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION**

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

### **28.0 EMPLOYEE IDENTIFICATION/TRAINING**

**28.1** Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

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

**28.3** Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

## **29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM**

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

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

## **30.0 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

### **31.0 NOTICE**

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

Notices to the Franchisee shall be mailed to:

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

With a copy to:

Cablevision of Wappingers Falls, Inc.  
1 Court Square West  
Long Island City, NY 11101  
Attention: Legal Department

Notices to the Municipality shall be mailed to:

City of Beacon  
1 Municipal Plaza  
Beacon , NY 12508  
Attention: Mayor

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

## **PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE**

### **32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS**

**32.1** Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner

than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

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

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

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

**32.5** No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

### **33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS**

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

**33.2** Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

### **34.0 COMPETITIVE FAIRNESS**

**34.1** In the event that the Municipality 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 Municipality 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 Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality 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.

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

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

### **35.0 APPROVAL OF THE NYSPSC**

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

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

City of Beacon

BY: \_\_\_\_\_

Mayor

date: \_\_\_\_\_

**CABLEVISION OF WAPPINGERS FALLS, INC.**

By: \_\_\_\_\_

Senior Vice President, Government Affairs

Date: \_\_\_\_\_

## EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

**EXHIBIT A**

**MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

City Hall  
One Municipal Plaza  
Beacon, NY 12508

Beacon Fire Head Quarters  
425 Main Street  
Beacon, NY 12508

Beacon Engine Company  
57 East Main Street  
Beacon, NY 12508

Beacon Transfer Station  
95 Dennings Avenue  
Beacon, NY 12508

Beacon Water & Sewer Dept.  
470 Liberty Street  
Beacon, NY 12508

Beacon Highway Department  
23 Creek Road  
Beacon, NY 12508

Lewis Tompkins Hose Co.  
13 South Avenue  
Beacon, NY 12508

Beacon Volunteer Ambulance Corp.  
One Arquilla Drive  
Beacon, NY 12508

Beacon Board of Education  
10 Education Drive  
Beacon, NY 12508

Rombout Middle School  
84 Matteawan Road  
Beacon, NY 12508

J.V. Forrestal Elementary School

125 Liberty Street  
Beacon, NY 12508

Sargent Elementary School  
29 Education Drive  
Beacon, NY 12508

South Avenue Elementary School  
60 South Avenue  
Beacon, NY 12508

Glenham Elementary School  
20 Chase Road  
Beacon, NY 12508

Maintenance Garage  
36 North Cedar  
Beacon, NY 12508

Howland Public Library  
313 Main Street  
Beacon, NY 12508

Beacon Recreation Center  
23 West Center Street  
Beacon, NY 12508

Beacon Highway Facility  
30 Camp Beacon Drive  
Beacon, NY 12508

Beacon High School  
101 Matteawan Road  
Beacon, NY 12508

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Resolution No. 80 - Adopting Local Law No. 10 of 2025 Concerning Parking Restrictions in the Beacon Center Lot

**ATTACHMENTS**

Resolution Adopting Local Law No. 10 of 2025 Concerning Parking Restrictions in the Beacon Center Lot

Local Law No. 10 of 2025 Concerning Parking Restrictions in the Beacon Center Lot

Keane & Beane, P.C. Memorandum Regarding Local Law No. 10 of 2025 Concerning Parking Restrictions in the Beacon Center Lot



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 80 OF 2025**

**ADOPTING LOCAL LAW NO. 10 OF 2025 TO AMEND THE BEACON CITY CODE  
CONCERNING PARKING RESTRICTIONS IN THE BEACON CENTER LOT**

**WHEREAS**, pursuant to Resolution No. 2025-075, passed on August 4, 2025, the City of Beacon City Council set a public hearing for August 18, 2025 regarding a Proposed City of Beacon Local Law amend the Beacon City Code concerning parking restrictions in the Beacon Center Lot; and

**WHEREAS**, notice for said Public Hearing was published in the City's official newspaper on August 10, 2025; and

**WHEREAS**, on August 18, 2025, the City Council opened and closed a duly noticed Public Hearing on the proposed Local Law, and all those in attendance wishing to be heard were given the opportunity to comment on the proposed Local Law.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Beacon City Council hereby adopts Local Law No. 10 of 2025 to amend the Beacon City Code concerning parking restrictions in the Beacon Center Lot.

| Resolution No. 80 of 2025             |        |                    | Date: August 18, 2025                 |    |         |        |        |
|---------------------------------------|--------|--------------------|---------------------------------------|----|---------|--------|--------|
| <input type="checkbox"/> Amendments   |        |                    | <input type="checkbox"/> 2/3 Required |    |         |        |        |
| <input type="checkbox"/> On roll call |        |                    | <input type="checkbox"/> 3/4 Required |    |         |        |        |
| Motion                                | Second | Council Member     | Yes                                   | No | Abstain | Reason | Absent |
|                                       |        | Paloma Wake        |                                       |    |         |        |        |
|                                       |        | Amber Grant        |                                       |    |         |        |        |
|                                       |        | Molly Rhodes       |                                       |    |         |        |        |
|                                       |        | Jeffrey Domanski   |                                       |    |         |        |        |
|                                       |        | Pam Wetherbee      |                                       |    |         |        |        |
|                                       |        | George Mansfield   |                                       |    |         |        |        |
|                                       |        | Mayor Lee Kyriacou |                                       |    |         |        |        |
|                                       |        | Motion Carried     |                                       |    |         |        |        |

LOCAL LAW NO. \_\_\_\_ OF 2025

CITY COUNCIL  
CITY OF BEACON

A LOCAL LAW TO AMEND THE BEACON CITY CODE CONCERNING  
PARKING RESTRICTIONS IN THE BEACON CENTER LOT

A LOCAL LAW to amend Chapter 211 of the Beacon City Code, Vehicles and Traffic, to regulate parking in the Beacon Center Lot located at 223 Main Street.

**BE IT ENACTED** by the City Council of the City of Beacon as follows:

**Section 1.** Chapter 211 of the Beacon City Code, Article III – Parking, Stopping and Standing, Section 211-16.1 entitled “No-parking zones,” is hereby amended to add a new Subsection as follows:

§ 211-16.1 **No-parking zones.**

**A.** There shall be no parking of automobiles or other vehicles in the following no-parking zones:

(1) Within 10 feet of a fire hydrant.

(2) Within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building.

(3)(2) In front of any public or private driveway.

(4)(3) On a crossing or extended beyond the building line at a crossing.

(5)(4) On any bridge or elevated structure or within a highway tunnel.

(6)(5) On a roadway side of any vehicle stopped or parked at the curb or street (double parking).

**B.** There shall be no parking of automobiles or other vehicles in Henry Street Parking Lot No. 1, located at the intersection of Henry Street and South Chestnut Street, on Sundays between May-April 1 and October-November 31-30 during the hours of 6:00AM through 5:00PM. Unauthorized vehicles may be ticketed and/or removed by order of the Beacon City Police Department.

C. There shall be no parking of automobiles or other vehicles in the Beacon Center Lot, located at the intersection of Main Street and South Elm Street, on Sundays between 8:00 A.M. 6:00 A.M. and 4 P.M. This restriction shall not apply to permittees expressly authorized to park in said lot by Dutchess County, all other vehicles may be ticketed and/or removed by order of the Beacon City Police Department.

~~C.D.~~ The penalty for violating the provisions of § 211-16 or 211-16.1 shall be as set forth in § 211-20.

**Section 2.** Chapter 211 of the Beacon City Code, Article III – Parking, Stopping and Standing, is hereby amended to add Section 211-19.10 entitled “Beacon Center Parking Lot” as follows:

§ 211-19.10 Beacon Center Parking Lot.

Parking in the Beacon Center Lot, located at the intersection of Main Street and South Elm Street and abutting 223 Main Street, shall be subject to the following restrictions:

- A. Except as otherwise regulated herein, the public shall be permitted to park passenger vehicles in the Beacon Center Lot at all times except those parking spaces designated as employee parking which shall be reserved for employees between 6:00AM to 6:00PM Monday through Friday, excluding County recognized holidays. The public shall be permitted to park passenger vehicles in reserved employee parking spaces only between 6:00 PM to 6:00AM Monday through Friday, and at all times on Saturday and on holidays recognized by Dutchess County, however, public parking on Sundays shall be further subject to the regulations of § 211-16.1C.
- B. Public parking in non-employee parking spaces shall not exceed two (2) hours between the hours of 8:00AM to 5:00PM Monday through Friday, excluding holidays recognized by Dutchess County.
- C. Only electric vehicles may park or stand in the parking spaces specifically designated for electric vehicle charging. Electric vehicles shall only utilize the parking spaces specifically designated for electric vehicle charging while actually charging such vehicle. Parking or standing in electric vehicle parking spaces shall not exceed four (4) hours.
- D. The restrictions of § 211-15C concerning parking in handicap spaces shall apply to the Beacon Center Lot.
- E. The restrictions of § 211-15.1 concerning parking of commercial vehicles shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.
- F. The restrictions of § 211-16A concerning the parking of vehicles when no parking signs are posted during snowfall in municipal lots shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.

G. The restrictions of § 211-16.1 concerning no parking zones shall apply to the Beacon Center Lot.

H. The restrictions of § 211-19.5 concerning a twenty-four-hour maximum parking limit shall apply to the Beacon Center Lot, excluding vehicles owned by or authorized by Dutchess County.

I. The restrictions of this Section shall not apply to vehicles or persons expressly authorized by the City of Beacon or Dutchess County to park in the Beacon Center Lot provided that the vehicle is parked in accordance with such authorization.

J. Any vehicle found in violation of this Section shall be subject to the penalties set forth in § 211-20.

### **Section 3. Ratification, Readoption and Confirmation.**

Except as specifically modified by the amendments contained herein, Chapter 211 of the Code of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

### **Section 4. Numbering for Codification.**

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

### **Section 5. Severability.**

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

### **Section 6. Effective Date.**

This local law shall take effect immediately upon filing with the Office of the Secretary of State.

## MEMORANDUM

**TO:** Lee Kyriacou, Mayor  
Members of the City Council

**FROM:** Keane & Beane, P.C.

**RE:** Revised Local Law to Restrict Parking in the Beacon Center Lot

**DATE:** August 15, 2025

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In response to Council comments at its meeting on August 4, 2025, our office has consulted with the Police Department and Highway Department to update the proposed Local Law concerning Parking Restrictions in the Beacon Center Lot (also known as the “DMV Lot”).

### **REVISED PROVISIONS**

For convenience, revisions to the proposed Local Law are highlighted yellow in the draft and are explained below.

- A. No-parking zones in front of any theater, hotel, church, hospital or any other public building:** We have stricken the prohibition of parking “within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building” provided by Existing City of Beacon Code (the “City Code”) § 211-16.1(A)(2). There is no similar provision under the New York State Vehicle and Traffic Law (“VTL”) and this provision is not utilized.
- B. Flea Market Hours:** Existing City Code § 211-16.1(B), concerning parking in the Henry Street Lot during the City’s Flea Market days and hours, has been updated to reflect the current months of operation between April 1<sup>st</sup> and November 30<sup>th</sup>. We have also added the hours of the day this restriction is in effect, which mirrors the current signage at the parking lot between 6:00AM and 5:00PM on Sundays.
- C. Farmer’s Market Hours:** New City Code § 211-16.1(C), concerning parking in the Beacon Center Lot (DMV) during the Farmer’s Market, has been updated to reflect that public parking is prohibited on Sunday’s between 8:00AM and 4:00PM. The previous draft provided that no parking on Sundays begins at 6:00AM. There are two signs at the entrance to the Beacon Center Lot. The first sign, before a vehicle enters the lot, states no parking begins at 6:00AM. This sign will be corrected. The second sign, right after a vehicle has entered the lot, correctly states no parking and the “tow-away” zone begins at 8:00AM. The License Agreement with the County

provides that public parking in the lot is prohibited on Sunday beginning at 8:00AM.

**D. Snowfall Parking Restriction:** New City Code § 211-19.10(F), which only applies to the Beacon Center Lot but incorporates existing City Code § 211-16(A), has been revised to clarify that no parking in the Beacon Center Lot is permitted “when no parking signs are posted” and not solely because there has been snowfall. Specifically, the referenced Code Section (i.e., § 211-16(A)) provides in relevant part “[t]here shall be no parking in municipal lots within 24 hours of posting of same.” As such, parking in the Beacon Center Lot may be prohibited when “no parking signs” are posted therein, which can occur when the lot must be cleared of snow (as is true with all other lots) but for a variety of other reasons as well (e.g., special events, paving, restriping, etc.). Please note, Beacon City Code § 211-16(A) provides:

“It shall be unlawful to place, park or leave any automobile, truck or other vehicle on any public road or street within the corporate limits of the City of Beacon after any fall or accumulation of snow of two or more inches, between the hours of 9:00 p.m. and 7:00 a.m. or when parking on said public road or street obstructs the removal of snow.”

As such, residents are encouraged to utilize City parking lots when on-street parking is prohibited by City Code § 211-16(A). However, City parking lots must also be plowed. Thus, once the streets are clear, residents should remove their vehicles from the City’s parking lots to allow snow removal. When snow removal becomes necessary in parking lots, plows will try to work around parked vehicles. Pursuant to City Code § 211-16(A), “no-parking” signs are also posted in lots when plowing needs to be completed and residents are generally given a warning affixed to their vehicle. If the vehicle is not moved by the next day, the vehicle may be ticketed or removed. Furthermore, vehicles may not park in any City parking lot for more than 24-hours pursuant to City Code § 211-19.5, including the Beacon Center Lot. Thus, irrespective of whether a “no-parking” sign is posted in City lots after snowfall, vehicles in parking lots must be moved to a different location every 24-hours which allows the snow to be removed. Violators are ticketed and/or towed.

### **SIGNAGE AT THE BEACON CENTER LOT**

Staff has verified the existing signage at the Beacon Center Lot. Only the first entrance sign to the Beacon Center Lot needs to be amended. This sign states that no public parking on Sunday begins at 6:00AM and is unenforceable (i.e., because the License Agreement with the County provides that no public parking begins at 8:00AM on Sundays). Thus, it will be revised to state that no parking begins at 8:00AM.

### **QUESTIONS RAISED BY THE COUNCIL**

Whether the “no-parking zones” set forth in City Code § 211-16.1(A) are necessary.

- a. No parking within 10 feet of a fire hydrant. This City Code regulation is more generous than the relevant section of the NYS Vehicle and Traffic Law (“VTL”) § 1201(b) which prohibits parking within 15 feet of a fire hydrant. VTL § 1202(b) allows a city to change this via “official signs” and/or “local law” as the City has done. We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- b. No parking within 10 feet on each side of the entrance to any theater, hotel, church, hospital or any other public building. This is a lawful regulation under the VTL’s general authority for cities to regulate parking under VTL § 1640(a)(6). However, there is no specific VTL provision which addresses a parking “buffer” at the entrances to these types of land uses. Additionally, and upon consultation with staff, this provision of the City Code does not appear to have been utilized. As such, it is stricken from the proposed Local Law and will be removed from the City Code.
- c. No parking in front of any public or private driveway. This City Code regulation mirrors VTL § 1202(a)(2)(a). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- d. No parking on a crossing or extended beyond the building line at a crossing. This City Code regulation has the same effect as VTL §§ 1202(a)(1)(d) and (a)(2)(b). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- e. No parking on any bridge or elevated structure or within a highway tunnel. This City Code regulation effectively mirrors VTL § 1202(a)(1)(g), except the City Code’s version is more concise. We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.
- f. No parking on a roadway side of any vehicle stopped or parked at the curb or street (double parking). This City Code regulation effectively mirrors VTL § 1202(a)(1)(a). We recommend this Code Section be retained to allow ticketing under the City Code in lieu of the VTL because the VTL is a more expensive ticket.

Please do not hesitate to contact our office with any questions. Thank you.

cc: Chris White, City Administrator  
Tom Figlia, Police Chief  
Michael Manzi, Highway Superintendent

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

August 4, 2025 Minutes

**ATTACHMENTS**

[August 4, 2025 Minutes](#)



**COURTROOM  
1 MUNICIPAL PLAZA  
BEACON, NY 12508  
AND LIVE VIA ZOOM**

Mayor Lee Kyriacou  
Councilmember Amber Grant, At Large  
Councilmember Paloma Wake, At Large  
Councilmember Molly Rhodes, Ward 1  
Councilmember Jeffrey Domanski, Ward 2  
Councilmember Pam Wetherbee, Ward 3  
Councilmember George Mansfield, Ward 4  
City Administrator Chris White

**August 4, 2025  
7:45 PM  
Draft  
City Council  
Minutes**

**Regular Meeting**

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://www.youtube.com/@cityofbeacon8181>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, [beaconny.gov](http://beaconny.gov). Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing [cityofbeacon@beaconny.gov](mailto:cityofbeacon@beaconny.gov).

**Councilmembers Present**

Mayor Lee Kyriacou  
Councilmember Amber Grant, At Large  
Councilmember Paloma Wake, At Large  
Councilmember Molly Rhodes, Ward One  
Councilmember Jeffrey Domanski, Ward Two  
Councilmember Pam Wetherbee, Ward Three  
Councilmember George Mansfield, Ward Four

**Also Present**

Christopher White, City Administrator  
Nicholas Ward-Willis, City Attorney

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence for Amalio Lombardi**

**Roll Call**

**Public Comment**

**Reports: Mayor, City Council, and City Administrator**

**Local Laws and Resolutions**

1. [Resolution No. 72 - Appointing Kyle Perrucci to the Position of Police Officer](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Rhodes.

Motion passes 7 - 0.

2. [Resolution No. 73 - Authorizing the City Administrator to Execute a Memorandum of Agreement with Beacon Permanent Firemen's Association \(IAFF\)](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Grant.

Motion passes 7 - 0.

3. [Resolution No. 74 - Authorizing the City Administrator to Execute an Agreement with Hudson Valley Regional Council, Inc. Concerning the Mid-Hudson Landfill Biofilters Project](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Domanski.

Motion passes 7 - 0.

4. [Resolution No. 75 - Setting a Public Hearing for a Proposed Local Law Concerning Parking Restrictions in the Beacon Center Lot](#)

Motion to pass the resolution by Councilmember Wetherbee.

Second by Councilmember Mansfield.

Motion passes 7 - 0.

## **Approval of Minutes**

### 1. [July 21, 2025 Minutes](#)

Motion to approve the minutes by Councilmember Wetherbee.

Second by Councilmember Wake.

Motion passes 7 - 0.

## **Public Comment - Second Opportunity**

## **Executive Session**

### 1. [Executive Session: Contracts](#)

Motion to go into executive session for Contracts and to adjourn immediately therefrom with no further business by Councilmember Grant.

Second by Councilmember Wake.

Motion passes 7 – 0.

Motion to come out of executive session by Councilmember Wetherbee.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

## **Adjournment**

Motion to adjourn by Councilmember Rhodes.

Second by Councilmember Wetherbee.

Motion passes 7 - 0.

**City of Beacon City Council Agenda**  
**08/18/2025**

**Title:**

Executive Session (Contracts)

**ATTACHMENTS**