

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 13, 2025
Re: Minutes of the March 4, 2025 Town Board meeting

Please review the attached.

MINUTES OF THE MARCH 4, 2025 MEETING OF THE TOWN BOARD OF THE TOWN OF POUND RIDGE HELD AT 179 WESTCHESTER AVENUE, POUND RIDGE, NEW YORK, AND VIA ZOOM VIDEOCONFERENCE, COMMENCING AT 7:30 PM

PRESENT: SUPERVISOR KEVIN HANSAN
DEPUTY SUPERVISOR/COUNCILPERSON DIANE BRIGGS
COUNCILPERSON ALISON BOAK
COUNCILPERSON NAMASHA SCHELLING
COUNCILPERSON DANIEL PASCHKES

ALSO

PRESENT: TOWN ATTORNEY WILLIAM HARRINGTON (via Zoom)
TOWN CLERK ERIN TROSTLE

I. CALL TO ORDER OF REGULAR MEETING

Supervisor Hansan called the meeting to order at 7:31 pm.

II. EXECUTIVE SESSION

There will be an executive session immediately following the Town Board meeting on March 18, 2025.

III. ANNOUNCEMENTS

- The Pound Ridge Land Conservancy (PRLC) will hold a volunteer work session starting at 10:00 am on Saturday, March 8, in the Clark Preserve. Visit the PRLC website to register.
- Also on March 8, the Pound Ridge Historical Society will host a lecture by Dr. Maureen Costura titled "How Food has Shaped New York's History" at the Pound Ridge Library. Registration is via the library website.
- Albano Appliance is offering a class led by Chef Jehan DeNoue on cooking gluten-free on Thursday, March 13. Call 914-764-4015 to register.
- The Repair Café returns to the Pound Ridge Elementary School on Saturday, March 15, from 10:00 am to 2:00 pm.

IV. MINUTES

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Schelling, all voting aye, to approve the minutes of the February 21, 2025 Town Board meeting.

V. NEW BUSINESS

A. Pound Ridge Fire District Commission

Peter Gallagher, Chair of the Board of Fire Commissioners of the Pound Ridge Fire District (PRFD), provided an update on the status of the firehouse expansion project.

To comply with safety and emissions standards and to accommodate larger equipment, the firehouse needs to be expanded.

A \$6.5 million bond was approved by referendum in December 2022. The Planning Board approved a site plan in December 2023, and design work was completed in March 2024. PRFD obtained a cost estimate of \$9.87 million for site work and construction only, exclusive of soft costs. In an effort to mitigate expenses, PRFD modified various aspects of the plan and applied for a grant. Unfortunately, the grant application was not successful, and bids on the modified project (site work and construction only) came in at \$9.67 million. Total project cost is now estimated at \$11.2 million. This translates to an annual cost to the average household of \$273.

There will be a referendum on an additional \$3.5 million bond on April 8, 2025. To ensure that this amount will be sufficient to complete the project, the contingency amount has been increased from 12% to 25%.

The referendum needs to happen soon to avoid further cost increases. To increase public awareness, PRFD will do a town-wide mailing and will offer three public information sessions, on April 2, 4, and 6.

Councilperson Boak asked how many years the increased costs will impact taxes. Commissioner Gallagher said that the project will be funded by thirty-year bonds.

Councilperson Paschkes asked whether tariffs may increase project costs. Commissioner Gallagher responded that this would not be a problem provided that contracts can be signed in a timely manner. Any delay could mean increased materials costs, as well as prevailing wage increases.

Supervisor Hansan asked what would happen if the referendum fails. Commissioner Gallagher responded that this would be a serious problem. It would not be possible to move forward with only part of the project.

Councilperson Briggs asked whether the information sessions would include tours. Commissioner Gallagher said that they would. Councilperson Briggs encouraged residents to attend one of the information sessions and said she thinks it is imperative that the project move forward.

Councilperson Boak asked whether grant funding may be available in future years. Commissioner Gallagher said it would be unwise to count on future grant funding.

B. Town Board – Promotion of Andrea Russo

RESOLUTION 70-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby appoints Andrea Russo to the position of Recreation Superintendent effective immediately, with her salary to remain unchanged.

C. Town Clerk

1. Cemetery plot sales

RESOLUTION 71-25

Board Action: Motion by Councilperson Schelling, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the following cemetery plot sales:

<u>Plot(s)</u>	<u>Price</u>	<u>Purchaser</u>
Plots 451 and 452, Section 3 (four gravesites)	\$4,000.00	Kelli Olsen Ford 6601 Turtle Creek Boulevard Dallas, TX 75205
Plots 449 and 450, Section 3 (four gravesites)	\$4,000.00	Kirsten Olsen Fitzgibbons 234 Taconic Road Greenwich, CT 06831
Plot 244, Section 3 (two gravesites)	\$2,000.00	Carol Vinci 9 Benger Road Pound Ridge, NY 10576

2. Special event permit for “Made in New York” outdoor market

RESOLUTION 72-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the special event permit application for the Pound Ridge Business Association’s “Made in New York” outdoor market, to be held at the Village Green from 10:00 am to 4:00 pm on Sunday, April 27, 2025.

3. Special event permit for Food Truck Fridays

RESOLUTION 73-25

Board Action: Motion by Councilperson Schelling, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the special event permit application for the Pound Ridge Business Association's Food Truck Fridays, to be held at the Barnwell Center from 5:00 pm to 9:00 pm on May 16, June 20, July 18, August 22, and September 12, 2025.

D. Recreation Department – Camp refund

RESOLUTION 74-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the refund of a camp registration fee in the amount of \$925.00 to Robbie Len.

E. Town Board – Support for Ukraine

RESOLUTION 75-25

Board Action: Motion by Councilperson Briggs, seconded by Councilperson Boak, all voting aye on the following:

WHEREAS, pursuant to the Budapest Memorandum, signed on December 5, 1994 by Ukraine, Russia, Belarus, Kazakhstan, the United States of America, and the United Kingdom, Ukraine gave up its nuclear weapons in exchange for guarantees as to its territorial integrity; AND

WHEREAS, in violation of the Budapest Memorandum and international law, Russia attacked and invaded Ukraine, a sovereign and democratic nation; AND

WHEREAS, Russia has violated international law by intentionally targeting civilians and civilian infrastructure in Ukraine and by kidnapping thousands of Ukrainian children; AND

WHEREAS, Russia is a present threat to the democratic nations of Europe, our NATO allies, and the United States of America; AND

WHEREAS, Russia's threat to democratic nations, including the United States of America, will only increase if it is allowed to succeed with its invasion of Ukraine;
AND

WHEREAS, the Trump administration has stated that it will withhold American aid and assistance to Ukraine in its existential fight against Russia; NOW, THEREFORE, BE IT

RESOLVED, that the Town of Pound Ridge calls upon Congressman Mike Lawler and Senators Chuck Schumer and Kirsten Gillibrand to stand with Ukraine, to voice their opposition to the Trump administration's withholding of aid and assistance to Ukraine, and to urge the Trump administration to honor America's commitment to its democratic ally Ukraine.

IV. PUBLIC COMMENT

Resident Sharbari Bose Kamat, of 12 Patterson Road, asked that the town adopt a policy similar to those adopted in other Westchester towns to protect our police force from having to engage in ICE activities and to protect immigrants.

Resident Wendy Reingold, of 52 West Lane, stressed that we don't know what may happen in the future and said that the town should codify a formal policy.

Resident Carl Weinberg, also of 52 West Lane, said that it is important to establish a policy for Pound Ridge that is consistent with those adopted by other towns that have taken a stand.

Resident Alex Mouravskiy, of 8 Upper Shad Road, described his family's journey to citizenship after fleeing the Soviet Union when he was a child. He agreed that it is critical that the town have a written set of guidelines.

Resident Ava Zukowsky, of 342 Stone Hill Road, said she is the daughter of a Ukrainian immigrant and stressed the importance of an unambiguous policy to guide police interactions with residents.

Resident Mona Lipson, of 164 Westchester Avenue, also stressed the importance of a codified policy.

Resident Marie Moreno, of 126 Kitchawan Road, described how she and her husband came to Pound Ridge as immigrants thirty-six years ago. She too said that the town should have a written policy.

Bedford resident Mary Anne Delaney stated that she has been working with members of the immigrant community for over twenty years. She said that in addition to being

the right thing to do, establishing a written policy is important from an economic perspective because the immigrant workforce is a cornerstone of our local economy.

Resident Jess Watts, of 42 Shad Road West, said that a written policy would be helpful to police and would set a positive example for youth.

Councilperson Schelling volunteered to work with the Police Department, the Human Rights Advisory Committee, and local residents to create a written policy.

V. FINANCIAL MATTERS – Pay bills

RESOLUTION 76-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, the motion passing 4–0 with Councilperson Schelling abstaining, on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to pay the following claims as detailed in Abstract 05-2024:

Fund	Claim Numbers	Total Amount
General Fund	A00163–A00189	\$67,666.45
Highway Fund	D00051–D00057	\$14,507.46
Trust & Agency Fund	AT00017–AT00020	\$2,322.50

VI. ADJOURNMENT: There being no further business to come before the Town Board, Supervisor Hansan adjourned the meeting at 8:38 pm.

Erin Trostle, Town Clerk
Dated at Pound Ridge, New York
March 5, 2025



POUND RIDGE POLICE DEPARTMENT

CONCEPTUAL DESIGN
2024-2025





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PROJECT UNDERSTANDING

A conceptual design study to explore the feasibility of a new or expanded building for the Pound Ridge Police Department. The study includes the following:

- ♦ New or renovated facility should be larger than the existing 1,000sf building.
 - Options shall consider a force of 30 officers.
 - Options shall maintain continuous operations for the Pound Ridge Police Department.
 - Options shall consider the potential of a walk-out basement storage area.
 - It is not anticipated that the building program will include any type of detention cells or restrained holding areas.
- ♦ An expanded locker room and increased Police Department storage
- ♦ space. A court clerk office and court storage space.
- ♦ Headquarters for the Office of Emergency Management and space for a post-event shelter.
 - Office of Emergency Management spaces shall include a training room, storage, and an office.
- ♦ Replace septic system.
- ♦ Compliance with state-mandated requirements and other requirements as determined by the Police Chief and Building Inspector.
- ♦ A cost-effective construction plan.
- ♦ Alignment with the character of the Town as outlined in the Comprehensive Plan and the Town Code.





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PROJECT SCOPE OF WORK

SURVEY EXISTING FACILITIES + GATHER PROGRAM INFORMATION

- Review existing drawings and reports and meet with the Pound Ridge Police Department administrative/staff officers, Police Chief, Town Supervisor, and Building Inspector to understand how programs are best accommodated and to gain comprehensive knowledge of how the existing buildings are constructed, their current conditions, and shortfalls.
- Perform a visual survey of the existing Police Department Facility.
- Develop a program of spaces that includes the types of spaces required for current and future operational needs.

ANALYZE DATA + EXPLORE DESIGN OPTIONS

- Generate short-term and long-term space-planning diagrams, pre-schematic floor plans and preliminary cost implications for renovation and expansion versus a new facility.

EVALUATE + REFINE SELECTED DESIGN OPTION

- After the preliminary design options are reviewed, KG+D will refine the selected design options based on input and feedback from the Pound Ridge Police Department, Police Chief, Town Supervisor, and Building Inspector.
- In addition to the documents created during pre-schematic design phase, a more detailed and refined set of drawings will be assembled.
- Itemized cost budgets will be developed inclusive of project contingencies and a reasonable allowance for professional fees to specify each project.
- KG+D will prepare a final report for the Pound Ridge Police Department.



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SITE CONCEPT A – NEW CONSTRUCTION

OPTION A - NEW POLICE STATION

- CONSTRUCTION NEW POLICE STATION IN ALTERNATE LOCATION
- OCCUPY THE EXISTING POLICE STATION DURING CONSTRUCTION
- DEMOLISH OR REPURPOSE THE EXISTING POLICE STATION
- MAINTAINS POLICE OPERATIONS, WITHOUT ANY DISRUPTIONS





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OPTION B - NEW POLICE STATION

- CONSTRUCTION NEW POLICE STATION IN ALTERNATE LOCATION
- OCCUPY THE EXISTING POLICE STATION DURING CONSTRUCTION
- DEMOLISH OR REPURPOSE THE EXISTING POLICE STATION
- MAINTAINS POLICE OPERATIONS, WITHOUT ANY DISRUPTIONS



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POUND RIDGE POLICE STATION			EXISTING		PROPOSED - OPTION B		NOTES
	LOCATION	AREA	-	LOCATION	AREA	DELTA	GENERAL
DESCRIPTION							
ZONE 1 - ENTRY AREA							
LOBBY	1FL	70		1FL	85	15	Controlled entry; Transaction windows to Comm Office + Clerk Office
INTERVIEW ROOM				1FL	95	95	New Program
SUBTOTAL (NET SF)		70			180	110	
ZONE 2 - PUBLIC AREA							
ZONE 2 CORRIDOR				1FL	105	105	Controlled Access
COURT CLERK				1FL	180	180	Relocated program from Town Hall
OFFICE OF EMERGENCY MGMT				1FL	320	320	New Program; Also Breakroom/Meeting Room
TOILET				1FL	40	40	ADA compliant
PANTRY				1FL	70	70	Access from corridor and OEM.
JANITOR CLOSET				1FL	10	10	Accessed from Pantry
DATA/COMMUNICATIONS				1FL	70	70	Accessed from OEM
SUBTOTAL (NET SF)		0			795	795	
ZONE 3 - OFFICER AREA							
ZONE 3 CORRIDOR				1FL	260	260	Controlled Access
STAIR					75	75	Controlled Access
COMMUNICATIONS OFFICE	1FL	90		1FL	130	40	2 Workstations; Transaction window to Lobby
POLICE CHIEF'S OFFICE	1FL	98		1FL	185	87	Includes closets
SUPERVISOR OFFICE				1FL	135	135	2 desks for officers
DETECTIVE OFFICE	1FL	83		1FL	105	22	Desk with interview area
JUVENILE ROOM				1FL	100	100	Relocated program; Currently in Town Hall
LOCKER ROOM (M)	1FL	237		1FL	180	-57	Design for a staff of 20; 18"x18"x full height lockers
LOCKER ROOM (M/F)				1FL	90	90	Design for a staff of 10; 18"x18"x full height lockers
GEAR ROOM				1FL	75	75	Includes firearm storage, police equipment not in lockers
BATHROOM	1FL	64		1FL	75	11	ADA compliant
CLOSETS (3)				1FL	30	30	W/in Chief office and Detectives Office
SUBTOTAL (NET SF)		572			1,440	868	
ZONE 4 - PROCESSING AREA							
ZONE 4 CORRIDOR				1FL	125	125	Controlled access; Separate entrance used for suspects, evidence, etc.
ARREST PROCESSING ROOM	1FL	115		1FL	115	0	Fingerprint, Mugshot, Handcuff holding area, Processing Equip.
TOILET				1FL	40	40	ADA compliant
SUBTOTAL (NET SF)		115			280	165	
TOTAL (NET SF)		757			2,695	1,938	
GARAGE/BASEMENT/ATTIC							
UTILITIES/MECHANICAL				BSMT/ATC	TBD		Located in Basement/Attic
STORAGE				BSMT/ATC	TBD		Located in Basement/Attic
GARAGE				-	510		2-bay Garage
SUBTOTAL (NET SF)		0			510	0	



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FIRST FLOOR PLAN – OPTION A





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FIRST FLOOR PLAN – OPTION B

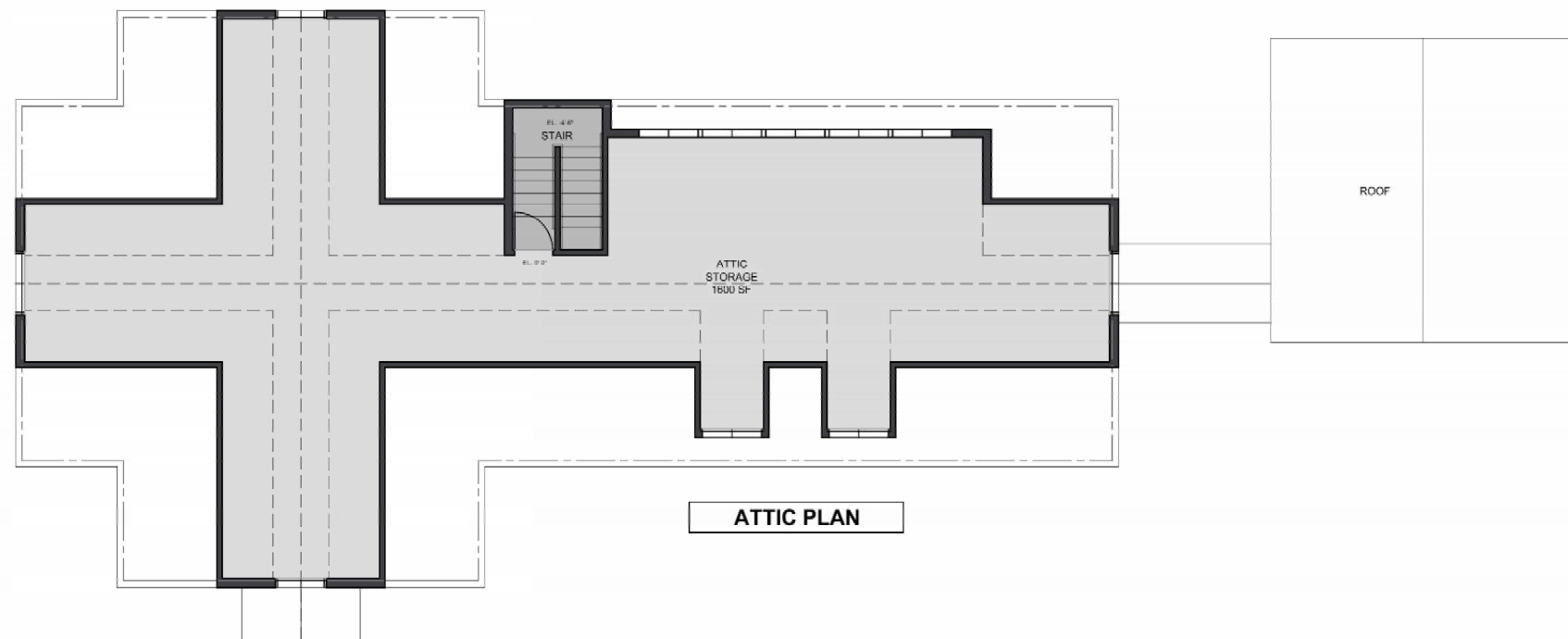
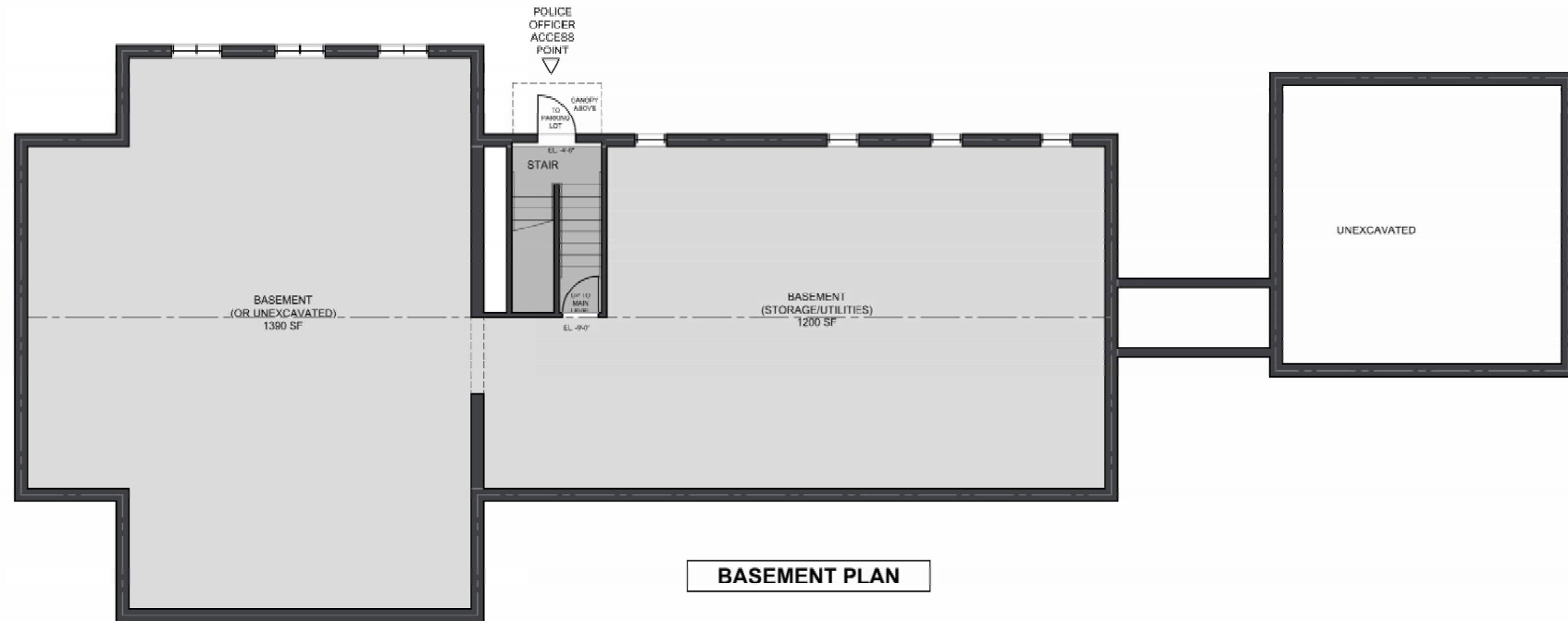




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BASEMENT/ATTIC PLANS





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EXTERIOR ELEVATIONS



E EAST ELEVATION
1/8" = 1'-0"



W WEST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



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CONCEPTUAL RENDERING (EAST)





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CONCEPTUAL RENDERING (SE)





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CONCEPTUAL RENDERING (SW)





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CONCEPTUAL RENDERING (NW)





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CONCEPTUAL RENDERING (NE)





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Conceptual Cost Estimating - Materials

Site: Utilize the west end campus site for pricing purposes. Site pitches 4' to 5' from East to West under footprint of building. Excavate for basement (assume rock removal as bedrock is exposed at south end of footprint). Remove mature trees within construction area. Provide new parking lots (west of proposed building and double load lot on east end of campus). Rework driveway at west end and widen west end curb-cut for two-way traffic. Provide foundation landscape planting.

Foundations: Poured in place concrete retaining foundation wall as 75% underground with full basement. Waterproof foundation and include rigid insulation, drainage mat, and footing drain.

Structure: All structure will be either wood or metal studs with LVL/wood framing. Construction Type V (5). Plan for full garage (not just covered sallyport).

Enclosure: Plywood or Densglas type sheathing with combo rigid insulation and batt infill.

Gyp board interior walls throughout (impact resistant in processing area). Hardi-board siding and detailing.

Roof: Architectural grade asphalt shingle roof.

Windows: Aluminum clad wood windows (Marvin or similar)

Doors: Hollow metal frames and door with glass vision lite.

Interiors: LVT (linoleum) flooring; tile floor and partial walls in toilet rooms. Gyp/ACT ceilings.

Lighting/Electric: Mostly recessed lighting. Heavy power and data requirement in offices and OEM area.

HVAC: Electric, high efficiency, controls.

Plumbing: Per drawings. Install new septic field.

Fire protection: Provide as alternate.

Misc. Metals: Painted metal handrails on stair to basement/attic level.



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BUILDING	
* FOUNDATION	\$384,890
STRUCTURE	\$336,840
ENCLOSURE	\$114,000
ROOF	\$144,000
WINDOWS	\$128,900
DOORS - EXTERIOR	\$78,500
INTERIORS	\$361,455
* LIGHT/ELECTRIC	\$574,500
HVAC	\$255,000
* PLUMBING	\$84,500
* FIRE PROTECTION	\$81,000
MISC METALS	\$58,500
TRADE COSTS (BLDG)	\$2,602,085
ESCALATION - 5%	\$130,104
SUBTOTAL	\$2,732,189
CONTINGENCY - 10%	\$273,219
SUBTOTAL	\$3,005,408
GENERAL CONDITOINS - 10%	\$300,541
SUBTOTAL	\$3,305,949
OH & P - 10%	\$330,595
SUBTOTAL	\$3,636,544
INSURANCE - 3%	\$109,096
BUILDING TOTAL	\$3,745,640

Conceptual Cost Estimate

* INCLUDES:

- \$150K for a Generator
- \$25K for a Septic System
- \$81K for a Sprinkler System
- \$78K for Tel/Data
- \$95K for Security
- \$25K for a Gun Locker
- \$134K for Rock Excavation/full Basement

* SITE	\$365,000
TRADE COSTS	\$365,000
ESCALATION - 5%	\$18,250
SUBTOTAL	\$383,250
CONTINGENCY - 10%	\$38,325
SUBTOTAL	\$421,575
GENERAL CONDITIONS - 10%	\$42,158
SUBTOTAL	\$463,733
OH & P - 10%	\$46,373
SUBTOTAL	\$510,106
INSURANCE - 3%	\$15,303
SITE TOTAL	\$525,409
BUILDING + SITE TOTAL	\$4,271,049

SOFT COSTS (12-18%) \$500-750K
PROJECT TOTAL (RANGE) \$4.8 - 5.0M



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Cost Estimate – Detail Pg1

ITEM	FIXTURES	QUANTITY	UNIT	PRICE	AMOUNT	TOTAL
1.	FOUNDATIONS					
	Earthwork					
	a. Excavate for Basement & Dispose of Excavated Material	1,333.33	CY			
	50% Rock Assumed	667.00	CY	200.00	133,400	
	50% Earth Assumed	667.00	CY	75.00	50,025	
	b. Shoring or over excavation	2,860.00	SF	15.00	42,900	
	c. Footing Excavation at Unexcated areas	79.41	CY	75.00	5,956	
	d. Backfill	28.30	CY	50.00	1,415	
	Concrete					
	a. Footings - 1' x 4' x 240' Assumed for Building	35.56	CY	350.00	12,444	
	b. Footings - 1' x 3' x 140' Assumed for Garage & Link	15.56	CY	350.00	5,444	
	c. Retaining Walls - 1' x 12' High Assumed	97.78	CY	750.00	73,333	
	d. Waterproof Foundation Walls	2,640.00	SF	10.00	26,400	
	e. Footing Draing	220.00	LF	12.00	2,640	
	f. Frost Walls at Garage & Link	15.56	CY	600.00	9,333	
	g. Slab on Grade					
	Building	3,000.00	SF	6.00	18,000	
	Garage & Link	600.00	SF	6.00	3,600	
				S/T FOUNDATION		384,890
2.	STRUCTURE					
	a. Steel Framed Floor above Basement					
	Steel Frame - Asume 12# per SF	36,000.00	LBS	2.50	90,000	
	Metal Deck	3,000.00	SF	4.00	12,000	
	Concrete/Wire Mesh on MD	3,000.00	SF	5.00	15,000	
	b. 16g Metal Stud Exterior Wall Framing					
	Building - 12' High	2,880.00	SF	16.00	46,080	
	Garage & Link - 12' High	1,680.00	SF	16.00	26,880	
	c. Attic Floor Framing - Wood Framed w/Plywd Subfloor	3,000.00	SF	20.00	60,000	
	d. Roof Framing - Wood Framed w/Plywd Sheathing					
	Building - 12' High	3,750.00	SF	16.00	60,000	
	Garage & Link - 12' High	1,680.00	SF	16.00	26,880	
				S/T STRUCTURE		336,840
3.	ENCLOSURE					
	a. Plywood, Siding, Tyvek & Insulation					
	Building - 12' High	2,880.00	SF	25.00	72,000	
	Garage & Link - 12' High	1,680.00	SF	25.00	42,000	
				S/T ENCLOSURE		114,000
4.	ROOF					
	a. Roofing - Undrelayment, Asphalt Shingles Hip & Valley Flashing					
	Building - 12' High	3,750.00	SF	16.00	60,000	
	Garage & Link - 12' High	750.00	SF	16.00	12,000	
	b. Attic Insulation					
	Building	3,000.00	SF	20.00	60,000	
	Garage & Link	600.00	SF	20.00	12,000	
				S/T ROOF		144,000

ITEM	FIXTURES	QUANTITY	UNIT	PRICE	AMOUNT	TOTAL
5.	WINDOWS					
	a. ASSUME 25% OF FAÇADE AREA					
	Building	720.00	SF	125.00	90,000	
	Garage	100.00	SF	125.00	12,500	
	Link - Curtain Wall	160.00	SF	165.00	26,400	
				S/T WINDOWS		128,900
6.	DOORS - EXTERIOR					
	a. Building					
	Main Entry Zone 1 & Vestibule	1.00	LS	12,000.00	12,000	
	Police Officers Access	1.00	LS	6,500.00	6,500	
	Garage & Link					
	Access Control Door	3.00	EA	10,000.00	30,000	
	Garage Doors	2.00	EA	15,000.00	30,000	
				S/T DOORS - EXTERIOR		78,500
7.	INTERIORS					
	Basement - ALLOW	3,000.00	SF	10.00	30,000	
	Stairs from Bsmt to 1st Floor	1.00	LS	7,500.00	7,500	
	Stairs from 1st Floor to Attic	1.00	LS	7,500.00	7,500	
	1st Floor					
	Floor Fins - LVT	2,575.00	SF	10.00	25,750	
	Floor Fins -Ceramic Tile	425.00	SF	25.00	10,625	
	Ceilings - ACT	2,730.00	SF	6.00	16,380	
	Ceilings - Secure Areas	270.00	SF	20.00	5,400	
	Doors	26.00	EA	2,000.00	52,000	
	Partitions - Painted	3,000.00	SF	20.00	60,000	
	Stairs from Garage to 1st Floor	1.00	LS	7,500.00	7,500	
	Millwork					
	Communications office Counters	1.00	LS	10,000.00	10,000	
	Supervisors Office	1.00	LS	10,000.00	10,000	
	Detectives Office	1.00	LS	5,000.00	5,000	
	Police Chiefs Office	1.00	LS	10,000.00	10,000	
	Pantry	1.00	LS	7,500.00	7,500	
	Data/Comm	1.00	LS	500.00	500	
	Closet Poles & Shelves	1.00	LS	1,500.00	1,500	
	Specialties & Equipment					
	Lockers in Locker Rooms, Arrest Processing & Garage	67.00	EA	650.00	43,550	
	Locker Bench's	1.00	LS	15,750.00	15,750	
	Gun Lockers	1.00	LS	25,000.00	25,000	
	Transaction Counter/Window	1.00	LS	10,000.00	10,000	
				S/T INTERIORS		361,455



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Cost Estimate – Detail Pg2

ITEM	FIXTURES	QUANTITY	UNIT	PRICE	AMOUNT	TOTAL
8.	LIGHT & ELECTRIC					
	a. Lighting, Devices & Circuitry					
	Basement	3,000.00	SF	10.00	30,000	
	1st Floor	3,000.00	SF	25.00	75,000	
	Attic	1,500.00	SF	10.00	15,000	
	Garage & Link	600.00	SF	20.00	12,000	
	b. Service, Power & Circuitry					
	Basement	3,000.00	SF	5.00	15,000	
	1st Floor	3,000.00	SF	15.00	45,000	
	Attic	1,500.00	SF	5.00	7,500	
	Garage & Link	600.00	SF	20.00	12,000	
	Generator & ATS - ALLOW	1.00	:S	150,000	150,000	
	c. Fire Alarms					
	Basement	3,000.00	SF	5.00	15,000	
	1st Floor	3,000.00	SF	5.00	15,000	
	Attic	1,500.00	SF	5.00	7,500	
	Garage & Link	600.00	SF	5.00	3,000	
	d. Tel/Data/Communications					
	Basement	-0-	SF	5.00		
	1st Floor	3,000.00	SF	25.00	75,000	
	Attic	-0-	SF	5.00		
	Garage & Link	600.00	SF	5.00	3,000	
	e. Security					
	Basement	3,000.00	SF	5.00	15,000	
	1st Floor	3,000.00	SF	20.00	60,000	
	Attic	1,500.00	SF	5.00	7,500	
	Garage & Link	600.00	SF	20.00	12,000	
				S/T LIGHT & ELECTRIC		574,500
9.	HVAC					
	a. HVAC System & Distribution					
	Basement	3,000.00	SF	10.00	30,000	
	1st Floor	3,000.00	SF	65.00	195,000	
	Attic	1,500.00	SF	10.00	15,000	
	Garage & Link	600.00	SF	25.00	15,000	
				S/T HVAC		255,000

ITEM	FIXTURES	QUANTITY	UNIT	PRICE	AMOUNT	TOTAL
10	PLUMBING					
	a. Plumbing Fixtures Inclgd Pipe, Fittings, Valves, Insul, Trenching					
	Basement	2.00	EA	6,500.00	13,000	
	1st Floor	9.00	EA	6,500.00	58,500	
	Attic	N/A	EA	6,500.00		
	Garage & Link	2.00	EA	6,500.00	13,000	
				S/T PLUMBING		84,500
11	FIRE PROTECTION					
	a. Sprinkler System Complete					
	Basement	3,000.00	SF	10.00	30,000	
	1st Floor	3,000.00	SF	10.00	30,000	
	Attic	1,500.00	SF	10.00	15,000	
	Garage & Link	600.00	SF	10.00	6,000	
				S/T FIRE PROTECTION		81,000
12	MISC METALS					
	Basement	3,000.00	SF	5.00	15,000	
	1st Floor	3,000.00	SF	10.00	30,000	
	Attic	1,500.00	SF	5.00	7,500	
	Garage & Link	600.00	SF	10.00	6,000	
				S/T MISC METALS		58,500
13	SITE & EARTHWORK					
	a. Clear & Grub Site	1.00	ls	10,000	10,000	
	b. Rem Pavement	20,000.00	SF	1	20,000	
	c. New Paving	2,000.00	SY	40	80,000	
	d. Softscape	10,000.00	SF	5	50,000	
	e. Septic System	1.00	LS	25,000	25,000	
	f. Storm Drainage & Management	1.00	LS	30,000	30,000	
	g. Exterior Lighting - Parking & Building Perimeter	1.00	LS	150,000	150,000	
				S/T SITE		365,000

POUND RIDGE POLICE DEPARTMENT

NEXT STEPS...

CABLE FRANCHISE RENEWAL AGREEMENT

BY AND BETWEEN

THE TOWN OF POUND RIDGE, NEW YORK

AND

VERIZON NEW YORK INC.

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EXHIBIT

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

NOTE: TABLE OF CONTENTS TO BE UPDATED WITH EXECUTION COPY

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Pound Ridge, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

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

WHEREAS, the LFA granted to Franchisee effective as of October 16, 2009, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunication Services facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the Local Franchise Authority and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

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

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

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

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

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

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

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

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

1.13. *Franchise Area:* The entire existing territorial limits of the LFA, and such additional areas as may be annexed or acquired, but not including any portion of an incorporated village or city located wholly or partially within the territorial limits of the LFA.

1.14. *Franchisee:* Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

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

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

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

1.16.1.1. Basic Service;

1.16.1.2. all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service;

1.16.1.3. revenues from late or delinquent charge fees;

1.16.1.4. Cable Service related repair calls;

1.16.1.5. the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee;

1.16.1.6. video on demand Cable Service and pay per view Cable Service;

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

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

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

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 Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders, as may be amended from time to time; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city,

state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG grant payments.

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

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

1.19. *Local Franchise Authority (LFA)*: The Town of Pound Ridge, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NY PSC*: The New York Public Service Commission.

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

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

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

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

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public

Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

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

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

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

1.30. *Transfer of the Franchise*:

1.30.1. Any transaction in which:

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

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

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

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

1.32. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority through this Franchise over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit the LFA's existing authority with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the Transportation Corporations Law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other adjustments to the Public-Rights-of-Way.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

c. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. Submit the matter to mediation by a mutually-acceptable mediator.

2.5. 2.5.4. 2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.6. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.7. *No Waiver:*

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

2.7.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require

performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.8. *Construction of Agreement:*

2.8.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

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

2.8.3. The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

2.9. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

2.10. *Police Powers:* The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police powers including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however that such laws and regulations are reasonable and not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

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

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

3. PROVISION OF CABLE SERVICE

3.1. *Franchise Area:*

3.1.1. *Franchise Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Subsection 3.1.1.1. and Section 3.2; and (H) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1. *Density Requirement:* Subject to Subsection 3.1.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density is equal to or greater than thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground

installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such cost shall be submitted to said Subscriber, in writing, before installation is begun.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, within a reasonable period of time following the Effective Date, the Franchisee may provide written notice to the LFA regarding the manner and process by which the Franchisee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under the Franchise. Subject to Section 3.1, if requested in writing by the LFA and within sixty (60) days following such request, Franchisee shall provide, without charge within the Franchise Area, one service outlet activated for Basic Service to each municipal facility, fire station, public school, police station, public library, and other public buildings as are designated by the LFA and set forth in Exhibit A; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such cost shall be submitted, in writing, before installation is begun. Franchisee may charge for Basic Service in accordance with applicable law, which as of the Effective Date is Franchisee's marginal cost of providing such service. Franchisee shall be permitted to recover, from any school or other 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; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed unless Franchisee decides to charge marginal cost. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

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

4. **SYSTEM FACILITIES**

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

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

4.2.1. The System shall be operated with an initial digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Access Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

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

5.2. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other

injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

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

5.4. *No PEG Access Designee Rights:* The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

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

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Section 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders.

6.5. *Section 626 Set-Off:*

6.5.1. Except as provided in 6.5.2. below, the Franchise Fee shall not constitute a set off against the special franchise tax as provided for in N.Y. Real Property Tax Law Section 626. The operation of this subparagraph shall be strictly limited to Franchise Fees lawfully

imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of state or federal law regarding the provision of services other than Cable Service.

6.5.2. Section 6.5.1 will no longer be valid and Franchisee may immediately begin applying the Franchise Fee as an off-set to the special franchise tax as provided for in N.Y. Real Property Tax Law Section 626 if (a) the LFA enters into a new or renewal cable franchise agreement with a VSP and does not include a provision in the agreement that is substantially similar to Section 6.5.1, above, in restricting the use of a Franchise Fee as an off-set to the special franchise tax; (b) the LFA otherwise permits a VSP to use a Franchise Fee as an off-set to the special franchise tax; or (c) a VSP subject to a Franchise Fee by the LFA uses the Franchise Fee as an off-set to the special franchise tax with the knowledge of the LFA.

7. REPORTS AND RECORDS

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

7.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the

date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

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

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

8. **7.4. INSURANCE AND INDEMNIFICATION**

8.1. *Insurance*:

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

8.1.1.1. Commercial General Liability Insurance in the amount of eleven million dollars (\$11,000,000) per occurrence for property damage and bodily injury and eleven million dollars (\$11,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Town.

8.1.1.2. Automobile Liability Insurance in the amount of eleven million dollars (\$11,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease-each employee: \$100,000; \$500,000 disease-policy limit.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

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

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

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

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, provided that the LFA shall give Franchisee prompt written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

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

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

9. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii)

financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

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

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

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

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

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

Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within forty-five (45) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least forty-five (45) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

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

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

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

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

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to question witnesses and to request the production of evidence, which request shall not be unreasonably denied subject to federal and state law, including the New York Freedom of Information Law. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the

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

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

11.6. *Abandonment of Service*: Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, in the event Franchisee invokes Section 2.4 of this Franchise (*Termination Generally*), the parties agree that the only written notice from the Franchisee to the LFA will be required.

12. **MISCELLANEOUS PROVISIONS**

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

12.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

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

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

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

negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

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

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

Notices to Franchisee shall be mailed to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the LFA shall be mailed to:

Supervisor
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576

with a copy to:

Town Attorney
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576

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

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

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

12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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

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

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

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

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

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

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

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

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

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

12.22. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2025.

LFA:
Town of Pound Ridge

By: _____
Kevin Hansan
Supervisor

Verizon New York Inc.

Approved as to form:

By: _____
Eugene B. Barrins
Vice President - New York Metro Region
Wireline Network Field Operations

EXHIBIT A

**TOWN BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3**

Townhouse – 179 Westchester Avenue

Town Park Maintenance Building – 199 Westchester Avenue

Police Building – 179 Westchester Avenue

Pine Terrace – Maintenance Department – 179 Westchester Avenue

Conant Hall – 257 Westchester Avenue

Ambulance Corps. – 89 Westchester Avenue

Fire Department – 80 Westchester Avenue

Library – 271 Westchester Avenue

*Highway Department – Buildings – 290 Stone Hill Road

***Community Center (to be constructed) – Town Park – 199 Westchester Avenue**

* Extensions will be at no charge.

Town of Pound Ridge Highway Dept.

MEMO

Date: March 13, 2025

To: Town Board

From: Highway Dept.

Members of the Board,

This memo is to get your new approval to order a new fuel management system. It was approved in the 2025 budget.

Thanks, Vinnie Duffield

Highway Supt.



63 Orange Ave.
Walden, NY 12586
Phone (845) 778-5110 • Fax (845) 778-4110

March 6, 2025

Town of Pound Ridge
Attention: Mr. Vincent Duffield
290 Stone Hill Road
Pound Ridge, NY

Subject: **Fuel Master Source well #116297 Fuel Management Upgrade**

Vincent,

In reference to the above subject, we offer the attached material requirement for your fueling system. The town can purchase this under your source well number above at the below pricing.

- Supply labor and electrical material to supply and install one (1) Fuel master POS system complete with software, wireless connection, key Fabs, encoder and service startup. System is available at 4 weeks ARO. Our estimate includes 100 key fabs. And service training on system up to 8 hours.

PRICE

Fuel master direct purchase (Equipment).....	\$13,345.60 + tax
Labor, material and electric connection.....	\$17,955.00 + tax

Fuel Master includes:

- FMUPlus 2 hose controller with pedestal
- Tank Monitor interface
- 100 Prokee (fabs) black
- Wireless Bridge Kit
- USB Prokee encoder
- FM Plus Software PC based
- Shipping

- **NOTE:** We are providing all services in house including electrical, mechanical and service.

Please issue a purchase order, sign below and return to our office to place your valued order. Thank you for the opportunity to be of service. Please issue tax exemption if required.

Sincerely,

Anthony M. Rizzi

PO# _____
Signature _____
Date _____

TERMS OF PAYMENT. Payment shall be net ten (10) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Buyer fails to make payment when due Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such rate as may be the maximum allowable by law. Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. All merchandise sold to Buyer under this agreement is subject to a security agreement stating that the merchandise Buyer purchased from Seller is the sole property of Seller until Buyer has paid for it in full, and should Buyer fail to pay for such merchandise upon the due date or making financing arrangements with Seller, we have Buyer's permission to enter Buyer's premises with reasonable notice, that has been properly served, to repossess the merchandise. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

Installations • Sales • C-Store Construction • Service

Memo

To: Town Board

From: Drifa Segal

Date: 3/4/2025

Re: REFUND

Please authorize the Finance Director to refund the over-payment listed below.

See attached claim forms and documentation.

Overpayment:

10263-81	Scofield Rd Partners LLC	\$329.54
----------	--------------------------	----------

PURCHASE ORDER NO.:
DATE: 3/4/2025

Parcel id: 10263-81
24/25 School bill 2173

APPROPRIATION	AMOUNT	VOUCHER #
	\$329.54	
TOTAL	\$329.54	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
3/3/2025	Overpayment of School bill	1		\$329.54
	* Please see attached documentation			
	PLEASE INCLUDE COPY OF CLAIM FORM WITH REFUND CHECK			
			TOTAL	\$329.54

title

Town of Pound Ridge
ADJUSTMENT SUMMARY REPORT

Page: 1 Date: 3/4/2025 Time: 3:56 PM

For Collection: Complete
ENTERED: 03/03/2025 to 03/03/2025
For Open and Adjusted Items

Sorted by: Check # / Paid To

<u>ColTy</u>	<u>Year</u>	<u>Parcel ID</u>	<u>BillNo</u>	<u>Batch</u>	<u>ReasonCd</u>	<u>Date Entered</u>	<u>Base</u>	<u>Amount</u>	<u>Date Adjusted</u>	<u>Check #</u>	<u>Paid To</u>
SC	2024	10.263--81	002173	20250303WA-001	OVERPAY		\$2,877.69	\$329.54			

<u>To Be Adjusted:</u>	<u>\$329.54</u>
<u>Adjusted:</u>	<u>\$0.00</u>
<u>Overall Total:</u>	<u>\$329.54</u>

Town Clerk's Office

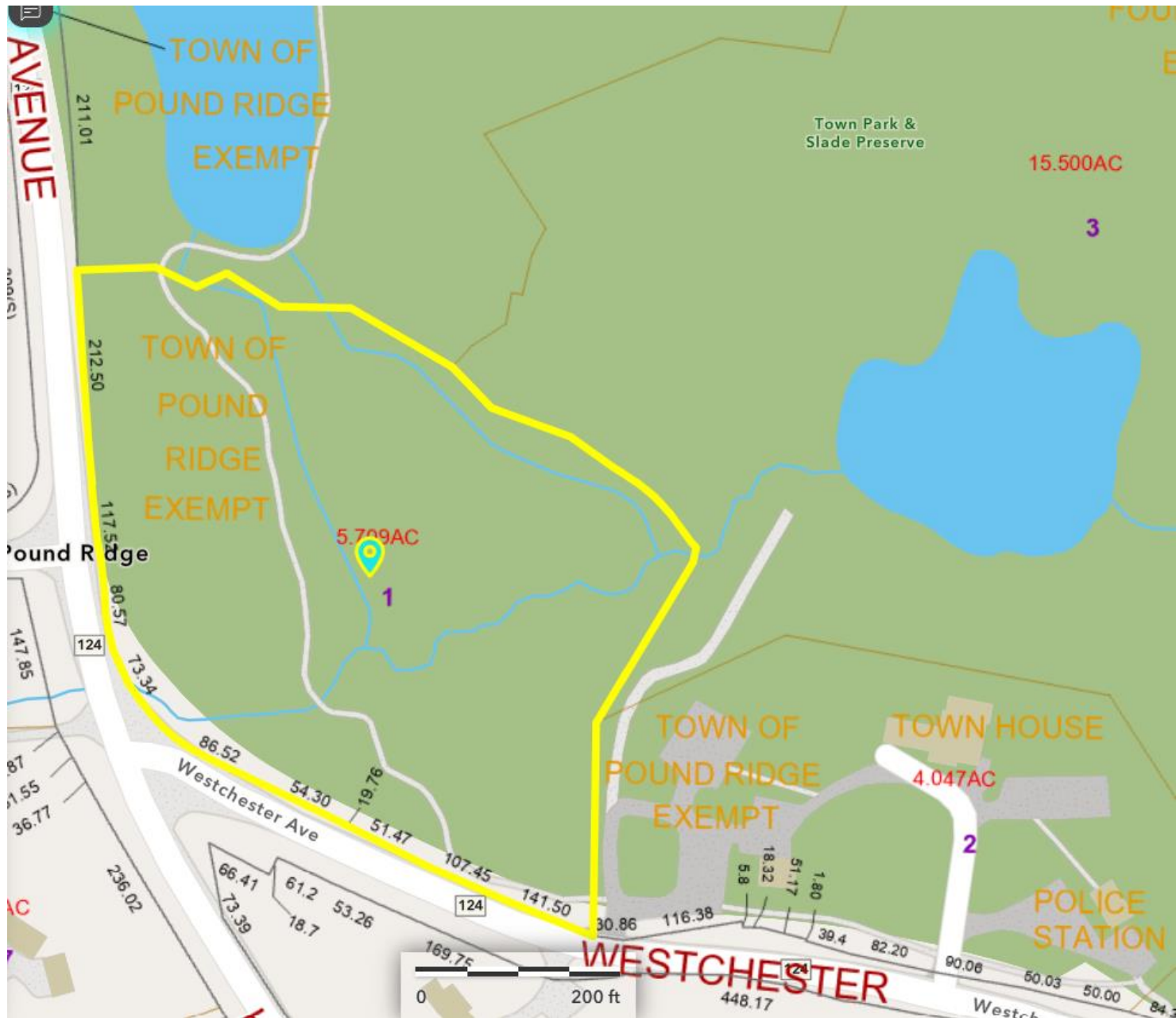
MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 13, 2025
Re: Donation of bench

Pound Ridge resident Christine Molito Labov has asked to donate a bench to be placed along the bike path in memory of her father, Thomas Molito, who was also a Pound Ridge resident until his recent passing. Ms. Labov is making the request because her mother, Kathleen Kane-Molito, who taught for many years at Pound Ridge Elementary School, walks the path almost daily.

The Recreation and Maintenance Departments have identified the manufacturer of the bench near the footbridge that memorializes Dick Lyman, and have also suggested a suitable location for the bench in the wooded area between the Town House and the pond at the Town Park. I believe this parcel (Block & Lot 9820-1) is technically part of the Town Park, so placement of the bench would be subject to approval by the Rec Commission.

On the condition that the Rec Commission grants its approval before any expenditure is made, I am respectfully requesting permission to purchase the bench, along with a memorial plaque, at a cost not to exceed \$1,000, as well as permission to accept a gift of a corresponding amount from Ms. Labov as reimbursement.



Model: WBB704177

BESTSELLER

Polly Products Econo Mizer 6' Backed Bench, Brown Bench/Black Frame

★★★★★ (4)



Ships in 10 Business Days

Product Description

Need an attractive maintenance free bench at an economy price? The Econo-Mizer is the answer. Everyone likes a bargain. It is even better when you get an extraordinary product. Like all of our other manufactured products, this bench is made of 100% recycled plastic using stainless steel fasteners for assembly. This product has a warranty of 20 years. Made in the USA.

Additional frame and seat colors available. Please call for details.

Specifications

Weights & Dimensions

Length	72 in
Width	26-1/8 in
Height	32-1/4 in
Weight Capacity	1000 lbs
Weight	114 lbs
Seat Width	14-1/4 in
Seat Height	17-1/4 in
Seat Length	72 in

Product Details

Assembly Required	Yes
Type	Backed Bench
Frame Color Family	Black
Color	Brown
Country of Origin	Made in USA
Material	100% Recycled Plastic
Frame Material	100% Recycled Plastic
Manufacturers Part Number	ASM-EM6B-02-BK/BN
Mounting Style	Surface
Collection	Econo-Mizer
Brand	Polly Products

Warranty

Warranty	20 yr
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Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Vinnie Duffield
Date: March 13, 2025
Re: Sale of cemetery plot

Please authorize the following cemetery plot sale:

<u>Plot(s)</u>	<u>Price</u>	<u>Purchaser(s)</u>
Plot 245-A, Section 3 (one gravesite)	\$1,000	Carol Vinci 9 Bengier Road

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 13, 2025
Re: Monthly reports for February 2025

The following monthly reports are on file and available for inspection in the Town Clerk's office:

- Building Department February 2025 report
- Receiver of Taxes February 2025 report
- Town Clerk February 2025 report

TOWN OF POUND RIDGE
BUILDING DEPARTMENT MONTHLY RECEIPTS
REPORT TO THE SUPERVISOR

Month of FEBRUARY 2025

Total Deposited – General Fund \$ 29,487.-

Total Deposited –T & A Fund \$ Ø

Receipts:

Charges for Photo Copies

A 1255 \$ 465.-

Safety Inspection Fees

A 1560 \$ 187.-

Zoning Fees

A 2110 \$ 240.-

Business & Occupational Licenses

A 2501 \$ Ø

Permits

A 2590 \$ 28,595.-

Penalties

A 2610 \$ Ø

Trust & Agency –Bonds

T 31 \$ Ø

J. D'Amico - Admin Assist. 2/28/25
Submitted By Title Date

GEN FUNDS
DEP. FOR
FEB 2025

0.	C
3,936.00	+
12,015.00	+
13,536.00	+
29,487.00	*

0. C

0. C

0. C

0.00 *

0. C

Ø T + A
Deposits
FEB. 2025

TOWN OF POUND RIDGE
RECEIVER OF TAXES
February 1, 2025 to February 28, 2025

COLLECTION	OPENING BASE BALANCE	COLLECTION	MEMO/ CHK FEES	MISC	OVER/SHORT	CLOSING BALANCE
School Taxes 2024-2025						
Bedford Central	\$ 2,024,311.30	\$ 1,419,127.63				\$ 605,183.67
Katonah-Lewisboro	\$ 174,537.82	\$ 120,833.97				\$ 53,703.85
Total School Taxes	\$ 2,198,849.12	\$ 1,539,961.60				\$ 658,887.52
School Penalty 2024- 25		\$ 31,932.81				
Town & County 2024	\$ 81,644.05	\$ 25,684.94				\$ 55,959.11
Town & County Penalty		\$ 3,082.19				
Total Town, School, County, Pen		\$ 1,600,661.54				
Liens	\$ 504,636.14	\$ -				\$ 504,636.14
Lien Interest		\$ -				
Total Lien & Interest		\$ -				
TOTALS Base & Interest Collected	\$ 10,055,223.93	\$ 1,600,661.54	\$ 5.00			\$ 1,600,666.54

* no refunds requested & no returns

Account#	Account Description	Fee Description	Qty	Local Share
2507	Carter licenses	over 10 cubic	13	2,600.00
		Sub-Total:		\$2,600.00
A1255	Conservation	Conservation	1	2.75
	Marriage License	Marriage Fee	3	52.50
	Misc Fee	Certified Copy	39	390.00
		Sub-Total:		\$445.25
A2130	Dumpster Permit	Dumpster - car	5	100.00
	recycling	Dumpster paid by card	1	202.79
		Sub-Total:		\$302.79
A2190	Sale of cemetery plot(s)	Cemetery Plots	8	8,000.00
		Sub-Total:		\$8,000.00
A2544	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	18	180.00
		Male, Neutered	27	270.00
		Male, Unneutered	2	40.00
		Sub-Total:		\$490.00

Total Local Shares Remitted: \$11,838.04

Amount paid to: NYS Ag. & Markets for Animal Population Program 51.00
 Amount paid to: NYS Environmental Conservation 47.25
 Amount paid to: State Health Dept. 67.50

Total State, County & Local Revenues: \$12,003.79

Total Non-Local Revenues: \$165.75

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Erin Trostle, Town Clerk, Town of Pound Ridge during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

**TOWN OF POUND RIDGE
TOWN CLERK**

09-13

1398

179 WESTCHESTER AVENUE
POUND RIDGE, NY 10576

50-593/219
69349

DATE Feb. 28, 2025

PAY TO THE ORDER OF Town of Pound Ridge Supervisor

Eleven thousand eight hundred thirty-eight and 04/100 \$ 11,838.04 DOLLARS

Security Features Inside on Back.



KeyBank National Association
Pound Ridge, New York 10576
1-888-KEY4BIZ® Key.com®

FOR Jan '25 local revenue

Erin Trostle

⑈001398⑈ ⑆021906934⑆ 329681176635⑈

NYS Department of Agriculture and Markets
Spray and Neuter
P.O. Box 975
Albany, NY 12201-0975

Month of Submission: February

Year of Submission: 2025

TCV Code: 5513 - Westchester Pound Ridge



Prepared by: Erin Trostle

Date Prepared: February 28, 2025

Animal Population Control Program Submission

Submit by the 5th of the month covering activities of the preceding month

LICENSE TYPES AND FEES COLLECTED	FEES	AMOUNT
Spayed and Neutered Dogs = 45	\$1.00	\$ 45
Unspayed and Unneutered Dogs = 2	\$3.00	\$ 6
TOTAL AMOUNT REMITTED		\$ 51
Check Number: 1396		

TOWN OF POUND RIDGE
TOWN CLERK
179 WESTCHESTER AVENUE
POUND RIDGE, NY 10576

09-13

1396

50-693/219
69349

DATE February 28, 2025

PAY
TO THE
ORDER OF

NYS Dept. of Agriculture & Markets

\$ 51.⁰⁰

Fifty-one and XX/100

DOLLARS



KeyBank National Association
Pound Ridge, New York 10576
1-888-KEY4BIZ® Key.com®

FOR

Jan. 125 revenue share

Erin Trostle

⑈001396⑈ ⑆021906934⑆ 329681176635⑈



Department of
Environmental
Conservation

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 1765-232715

TOWN OF POUND RIDGE
179 Westchester Avenue, Pound Ridge, NY 10576

Invoice Period: **02/01/2025** to **02/28/2025**

Invoice Summary

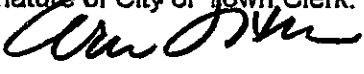
Sales Summary	Items Sold	Sales Total	Print Fee	Vendor Commission	Sweep Amount
	1	\$50.00	\$0.00	\$2.75	\$47.25
Reversals / Voids Summary	Items Reversed / Voided	Reversal / Void Total	Print Fee	Vendor Commission	Sweep Amount
	0	\$0.00	\$0.00	\$0.00	\$0.00
Manual Adjustment Summary	Adjustment Note		Adjustment Type	Adjustment Amount	
Invoice Totals					Sweep \$47.25

\$47.25 Will be swept from your bank account on **3/15/2025**

NEW YORK STATE DEPARTMENT OF HEALTH
Empire State Plaza, Corning Tower
Bureau of Accounts Management, Revenue Unit,
Room 2748 Albany, New York 12237-0016

Monthly Report of Marriage Licenses Issued

SEE INSTRUCTIONS AT BOTTOM OF PAGE

Report for the Month of <u>February 2025</u>	Do not write in this area	DEP. NO. <u> </u>
City or Town of <u>Pound Ridge</u>		\$ <u> </u>
County of <u>Westchester</u>		CHECK # <u> </u>
License Numbers from <u>1</u> to <u>3</u> Inclusive* # of Military Exemptions: <u>0</u>		
*If only ONE license was issued place license number in both spaces. # of Skipped Licenses: <u>0</u>		
*If NO licenses were issued write "NONE" in both spaces: # of Voided Licenses: <u>0</u>		
Pursuant to the provisions of Section 15 of the Domestic Relations Law, I herewith transmit to the State Commissioner of Health a fee of twenty-two dollars and fifty cents for each marriage license issued by me during the month covered by this report.		
Make remittance by CHECK or MONEY ORDER payable to the State Department of Health DO NOT SEND CASH Amount of Remittance with this Report \$ <u>67.50</u>	Name of City or Town Clerk (Please type or print): <u>Erin Trostle</u>	
	Signature of City or Town Clerk: <u></u>	Date: <u>2/28/25</u>
	Email Address: <u>townclerk@townofpoundridge.com</u>	
	Phone Number(s): <u>(914) 764-5549</u>	
INSTRUCTIONS		
This monthly report of marriage licenses issued must be submitted to the New York State Department of Health at the above address for each month whether or not any licenses were issued. If no licenses were issued, indicate NONE in the space provided for license numbers.		

TOWN OF POUND RIDGE
TOWN CLERK
179 WESTCHESTER AVENUE
POUND RIDGE, NY 10576

09-13

1397


50-693/219
69349

DATE Feb. 28, 2025

PAY TO THE ORDER OF NYS Dept. of Health
Sixty-seven and 50/100

\$ 67.50

DOLLARS  Security Features Details on Back

 KeyBank National Association
Pound Ridge, New York 10576
1-888-KEY4BIZ® Key.com®

FOR Jan. '25 revenue share



⑈001397⑈ ⑆021906934⑆ 329681176635⑈

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 3/6/2025

CLAIMANT'S
AND
ADDRESS

James O'Reilly
Bedford Poolsapes
PO Box 432
Bedford NY 10506

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
T32.3795	\$1,078.00	
TOTAL	\$1,078.00	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
3/6/2025	Return of unused Planning Board Escrow	1	\$1,078.00	\$1,078.00
	payable to Bedford Poolsapes			\$0.00
	PO Box 432 Bedford NY 10506			\$0.00
	for project at 29 Threshing Rock Road			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL	\$1,078.00

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$1,078.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

date

signature

title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.

3/10/25
date

authorized official

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

Christeen Dur

From: James O'Reilly <bedfordpoolservice@gmail.com>
Sent: Thursday, March 6, 2025 12:36 PM
To: Christeen Dur
Subject: Re: 29 Threshing Rock Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Christeen,

The address is PO Box 432, Bedford, NY 10506

Thanks and
Best regards,

James O'Reilly

On Mar 6, 2025, at 12:28 PM, Christeen Dur <cdur@townofpoundridge.com> wrote:

Hi James

Please find attached the signed resolution from the Planning Board for 29 Threshing Rock Road.

Per your request, please find a summary of the escrow account and its respective bills. I will submit the refund request for the escrow balance of \$1,078 to the Town Board for their next Agenda on March 4 and the finance department.

Please reply with your mailing address.

Thank you. Christeen

Christeen CB Dür
Grants Coordinator & Administrator
Planning Board & Water Control Commission
Town of Pound Ridge
179 Westchester Ave., Pound Ridge, NY 10576
Tel: 914.764.3982 Fax: 914.764.0102
townofpoundridge.com

<Berens 29 Threshing Rock Road PB Signed Resolution 102324.pdf>
<Berens #3795 29 Threshing Rock Road.xls>
<Pound Ridge PB Berens - 247906-1---VS.pdf>
<Pound Ridge PB Berens - 247906-2---VS.pdf>
<Pound Ridge PB Berens - 247906-3----VS.pdf>

Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments	Invoice #
7/11/2024		4,000		4,000	Bedford Pool Service	ck# 1232	
9/13/2024	4,000		1,035	2,965	P&D	247906-1	July
10/16/2024	2,965		880	2,085	P&D	247906-2	August
11/14/2024	2,085		490	1,595	P&D	247906-3	September
1/10/2025	1,595		518	1,078	P&D	247906-4	October
3/6/2025	1,078	0	1,078	0	Requested refund for March 18 Town Board Meeting		

4,000 4,000

#3795 Berens 29 Threshing Rock Road

OK per Jim Berens

	Kevin	Ali	Dan	Diane	Namasha	Other
Boards & Commissions						
Audit Bills					X	
Board of Assessment Review		X				
Board of Ethics	X					
Conservation Board			X			
Economic Development Committee				X		
Energy Action Committee			X			
Highway & Maintenance				X		
Housing Board			X			
Human Rights Advisory Committee					X	
Landmarks & Historic District					X	
OEM	X					
Old Pound Road Committee		X				
Open Space			X			
Planning Board					X	
Police Department	X					
Recreation Commission				X		
Water Control Commission			X			
Zoning Board of Appeals				X		
Other						
BCSDNY	X					
East of Hudson Watershed	X					
Environmental Initiatives Advisors						Elyse/Bill Harding
Fire District	X					
Library Board	X					
New Dawn			X			
Sustainable Westchester			X			
THRIVE				X		
Water Wastewater Task Force		X				
WEMS						Tom Mulcahy
Westchester County Shared Services	X					
Wireless Communication				X		