



TOWN BOARD MEETING-DRAFT AGENDA

June 24, 2026

7:00 PM

A. James Bold Meeting Room

AGENDA

WORKSHOP - Board Room - 6:15 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

**PRESENTATION: CREIGHTON MANNING RE: ROUTE 236 and GUIDEBOARD ROAD
ROUNDAABOUT PROJECT**

COMMUNITY EVENTS

The "BUY A BRICK" Program: for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information, please call 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER'S MARKET: Every Wednesday from 3:00 pm to 6:00 pm outside at the Abele Park across from Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

TOWN OF HALFMOON HISTORICAL BUILDING: The Historical Building is open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or lbryan@townofhalfmoon.org. Volunteers are needed for upcoming events: 250th Anniversary of the Revolutionary War, more information to come.

SUNSET CINEMA: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon presents Sunset Cinema, Friday June 26, 2026 at the Halfmoon Town Park, 162 Route 236 in Halfmoon. Movie begins at dusk (approx. 8:30 pm), with free popcorn & water for all while supplies last. This is a free event, so bring your lawn chairs and blankets and enjoy an animated family movie where a crew of reformed mischief makers tries to adjust to life on the straight and narrow, until an all-female crime squad drags them out of retirement for "one last mission". Visit www.halfmooncelebrations.org for more information.

TOWN OF HALFMOON SUMMER CAMP 2026: June 29th-August 7th, 2026 9:00am-3:00pm. Resident registration opens Online only April 27, 2026. In office registration is available by appointment only beginning May 11, 2026. Non-Resident Registration June 8, 2026 based on availability. Please check the Town of Halfmoon website for more information at www.townofhalfmoon-ny.gov or call 518-371-7410 Ext. 2272.

AMERICA'S 250th BIRTHDAY CELEBRATION: Join the Town of Halfmoon as we celebrate America's 250th birthday Thursday, July 2, 2026 6 pm to 9:30 pm at the Town of Halfmoon Complex, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. Free Entry, Bounce Houses,

Games & Contests; Rock Climbing Wall; Live Music, Fireworks and Complimentary Food & Drinks.

GROOVIN' ON THE GREEN: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon, presents Groovin' on the Green featuring the TS Ensemble, a high energy, 8 piece band, Friday, July 10, 2026 from 6:00pm to 8:00pm at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY 12065 Bring your lawn chairs, blankets; dinner, snacks; non-alcoholic drinks; your dancing shoes and enjoy this free event! There will be a 50/50 raffle to benefit Halfmoon Celebrations. Visit www.halfmooncelebrations.org for more information.

SUNSET CINEMA: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon, presents Sunset Cinema Friday, July 24 at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY 12065 at the stage. This event is always free, and there will be free popcorn and water for all while supplies last. Bring your lawn chairs and blankets and enjoy the animated family movie about an orphaned talking bear, who travels from Peru to London. Visit www.halfmooncelebrations.org for more information.

TOWN MEETINGS:

***If a Monday meeting falls on a holiday, the meeting will be held the next day (Tuesday).**

- **Town Board: 1st and 3rd Wednesday of the month at 7:00 PM
Pre-meeting at 6:15 PM**
- **Zoning Board of Appeals: 1st Monday* of the month at 7:00 PM
Pre-meeting at 6:45 PM**
- **Planning Board: 2nd and 4th Monday* of the month at 7:00 PM
Pre-meeting at 6:15 PM**
- **Trails & Open Space Committee: 3rd Monday* of the 3rd month at 7:00 PM, unless otherwise announced.**

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Eric Catricala (Deputy Town Supervisor)

- a. Chair of Personnel Committee
- b. Co-Liaison to Planning Board
- c. Co-Chair of Business and Economic Development Committee
- d. Chair for Parks and Athletics Organizations
- e. Liaison to Trails & Open Space Committee

Paul Hotaling (Town Board Member)

- a. Chair for Recreation & Character Counts
- b. Ethics Committee
- c. Co-Liaison to Comprehensive Plan Update Committee
- d. Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance)
- e. Liaison to the Information Technology Department

John Wasielewski (Town Board Member)

- a. Co-Liaison to Planning Board

- b. Chair of Committee of Emergency Services & Public Safety
- c. Liaison to Animal Control and related services

Jeremy Connors (Town Board Member)

- a. Liaison to Zoning Board
- b. Chair of Business and Economic Development Committee
- c. Chair for Not-for-Profit Organizations
- d. Liaison to Comprehensive Plan Update Committee

Kelly L. Catricala (Town Clerk)

Dana Cunniff (Receiver of Taxes)

- a. Chair of Committee on Resident Relations

Lyn Murphy, Esq. (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

1. Building Permits

Total # Permits - 98 Total Fees Submitted to the Supervisor - \$61,216.50

Fire Inspections - 34 Total Fees Submitted to the Supervisor - \$ 2,200.00

DEPARTMENT MANAGER MONTHLY REPORTS

Animal Control, Building & Code; Buildings & Grounds; Highway; Receiver of Taxes; Recreation & Senior Center, Town Clerk

CORRESPONDENCE

1. **Received** from Fiorello Pharmaceuticals dba Rise Halfmoon, their notification of license renewal with NYS Office of Cannabis Management.
2. **Received** from the Town Clerk, Town of Malta, Notice of Public Hearing to consider amending the Zoning Law of the Town of Malta (Chapter 167-Zoning). The Public Hearing will take place June 29, 2026 at 6:00 pm at the Malta Town Hall, 2540 Route 9, Malta, NY 12020.
3. **Received** from Cellco Partnership d/b/a Verizon Wireless for approval to add a small cell antenna and equipment to a replacement utility pole located near 57 Route 9P in the Town of Malta, County of Saratoga, State of New York. A copy of the applicant's May 2026 submission packet is available for public inspection at the Town of Malta, 2540 Route 9, Malta, NY 12020. Questions may also be directed to David C. Brennan, Esq., the applicant's representative at 518-438-9907.
4. **Received** from the Town of Halfmoon Zoning Board of Appeals, their resolutions passed at the June 1, 2026 meeting.

5. **Received** from the Town of Halfmoon Planning Board, their resolutions passed at the June 8, 2026 Planning Board Meeting.
6. **Received** from the Town of Halfmoon Planning Board, their notification of receipt of the following Special Use Permit Application:
Riebel Subdivision, 1431 Rt. 9 - Minor Subdivision & Special Use (26.026 & 26.112).

OLD BUSINESS

NEW BUSINESS

214. Resolution to approve the Town Board Meeting Minutes of June 3, 2026 as presented.
Resolution Introduced by Town Clerk Catricala

215. Resolution to accept the Town Clerk's Certificate of No Filing.

Resolution that the Town Board accepts the Town Clerk's Certificate of No Filing for expending from General Fund Traffic Improvement Capital Reserve Fund for traffic improvements on Woodin Road in the Town of Halfmoon, subject to Permissive Referendum pursuant to §6-c of the General Municipal Law.

Resolution Introduced by Town Clerk Catricala

216. Resolution that the Town Board authorizes the purchase of an intelligent road maintenance/management system.

Resolution that the Town Board authorizes the purchase of an intelligent road maintenance/management system in the not to exceed amount of \$25,446.96 from Vialytics America Inc. who is the sole source provider for the intelligent road maintenance/management system with the unique software properties detailed in proposal #INVUS0492 dated 6/1/2026 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans

217. Resolution of the Town of Halfmoon in support of the America 250 Commemoration and authorizing related expenditures.

Resolution that the Town Board hereby supports the America 250 Commemoration to be celebrated on July 2nd, 2026, and authorize the expenditure of funds to celebrate this event.

Resolution Introduced by Town Supervisor Tollisen

218. Resolution to hire Andrew Adams-Fedorow as a Parks Laborer.

Resolution that the Town Board hereby hires Andrew Adams-Fedorow as a full time Parks Laborer at Grade 1, Base Pay \$24.33/hr, subject to successful completion of all pre-employment testing.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

219. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

Resolution Introduced by Comptroller Sullivan

220. Resolution to enter into a franchise agreement with Verizon New York Inc.

Resolution that the Town Board authorizes the Supervisor to enter into a franchise agreement with Verizon New York Inc. authorizing Verizon New York Inc. to provide cable Service to residents in the Franchise Area pursuant to and consistent with Cable Law, and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor Tollisen

221. Resolution that the Town Board authorizes the purchase of a Friamat 6 EF fusing machine, chain peeler and HDPE fittings.

Resolution that the Town Board authorizes the purchase of a Friamat 6 EF fusing machine, chain peeler and HDPE fittings in the not to exceed amount of \$17,625.87 from Vari-Tech LLC, who is the sole source provider utilizing the funds from the Church Hill Road Water Project pursuant to the proposal dated June 2, 2026, and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water and Building Maintenance Supervisor Tironi

222. Resolution to hire MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Resolution authorizing the Supervisor to hire MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to provide professional services associated with an application with the Army Corps of Engineers to perform work in the Town easement at 4 Caraway Court in the not to exceed amount of \$6,000.00 pursuant to the general engineering agreement, and to authorize the Supervisor to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans.

223. Resolution to enter into an agreement with Audio Video Corporation.

Resolution that the Town Board authorizes the Supervisor to enter into an agreement with Audio Video Corporation in the not to exceed amount of \$45,694.64 for Town Hall Audio DSP and Video upgrade as detailed in the proposal dated June 5, 2026, and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Personal Computer Tech Mikol

224. Resolution that the Town Board hereby authorizes the Superintendent of Highways to enter into a Right of Entry Agreement with Canadian Pacific Kansas City Railroad.

Resolution that the Town Board of the Town of Halfmoon hereby authorizes the Superintendent of Highways to enter into a Right of Entry Agreement with Canadian Pacific Kansas City Railroad for Tabor and Carey Road to effectuate upgrades. and authorizes the Superintendent to execute any and all necessary documents to obtain the Right of Entry, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans

225. Resolution to hire ICC CDS, LLC, for laser fiche training.

Resolution that the Town Board authorizes the Supervisor to hire ICC CDS, LLC in the not to exceed amount of \$4,100.00 to additional training for the laser fiche system and authorize the Supervisor to execute any documents necessary to effectuate the training, subject to the review and approval of the Town Attorney.

Resolution Introduced by Personal Computer Tech Mikol

226. Resolution that the Town Board hereby appoints Jennifer Harrell as Assistant Recreation Director.

Resolution that the Town Board hereby appoints Jennifer Harrell as Assistant Recreation Director, Grade 7 Base pay \$67,632.00 pro rata, effective June 13, 2026.

Resolution Introduced by Supervisor Tollisen

PUBLIC COMMENT (For discussion of non-agenda items)

ADJOURN

Invoice #INVUS0492

Date: 06/01/2026



ACH payments can be made directly to the following account:
Name on Account: vialytics Americas Inc.
Routing No.: 021 052 053
Account No.: 825 857 01

If making a check payment, please send checks to:

vialytics AMERICAS Inc
23 Dalton Pl
Edison NJ 08817
United States

Payment Information

Payment Terms: Net 30

Method of Payment: Bank Details

DRAFT

vialytics AMERICAS Inc
23 Dalton Pl
Edison NJ 08817
United States

Invoice@vialytics.com

Invoice #INVUS0492

Date: 06/01/2026



Bill To
Town of Halfmoon, NY
United States

Total

\$25,446.96

Customer Information

Customer Number: 40135
Tax Reg. Number:
Purchase Order: vialytics-Q-12637

Issuer Information

Issuer: vialytics AMERICAS Inc
TAX Reg. Number: 92-2120432

Currency
USD

Due Date
07/01/2026

Ln.	Description	Service Periods	Net Amount	Tax %	Tax	Total Incl. Tax
1	vialytics Work Order Management Plus - Main Roads	05/12/2026 - 05/11/2027	0.00	0%	0.00	0.00
2	vialytics Pavement Copilot - Main Roads	05/12/2026 - 05/11/2027	0.00	0%	0.00	0.00
3	vialytics Pro - Main Roads	05/12/2026 - 05/11/2027	25,446.96	0%	0.00	25,446.96
4	vialytics Roadway Asset Copilot - Main Roads	05/12/2026 - 05/11/2027	0.00	0%	0.00	0.00
5	vialytics Documentation - Main Roads	05/12/2026 - 05/11/2027	0.00	0%	0.00	0.00

Tax Summary (USD)

Tax %	Net Amount	Tax Amount	Amount Incl. Tax	Total (exc. Tax)	Tax Total	Total Incl. Tax
0%	25,446.96	0.00	25,446.96	25,446.96	0.00	25,446.96
				TOTAL		\$25,446.96

vialytics AMERICAS Inc
23 Dalton Pl
Edison NJ 08817
United States

invoice@vialytics.com

Cable Franchise Agreement

by and between

the Town of Halfmoon

and

Verizon New York Inc.

Pursuant to §§87(2)(c) and (d) of the New York Freedom of Information Law, Verizon New York Inc. respectfully requests that the LFA protect the confidentiality of this document and all communications related thereto by not disclosing the same to any third party. See NY CLS PUB O §§87(2)(c) and (d).

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Exhibit A: Franchise Area

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Halfmoon, 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 wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

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

WHEREAS, Franchisee has upgraded its telecommunications and information services network through the installation of a Fiber to the Premise 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, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Service (as hereinafter defined) in the Franchise Area;

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 plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

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

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

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

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise 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*: Those buildings within the incorporated area (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) where, as of the Effective Date, Verizon has installed its FTTP Network and activated its FTTP Network terminals for service, as generally depicted in **Exhibit A**. The Franchise Area shall also include other buildings to the extent provided in the last sentence of Section 3.1 below.

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 revenue earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenue from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) video on demand Cable Service and pay-per-view Cable Service;

(iv) revenue from the sale or lease of access channel(s) or channel capacity; (v) 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; and (vi) 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. 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.

1.16.2. Gross Revenue shall not include:

1.16.2.1. Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; revenue 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 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; any fees or charges collected from Subscribers or other third parties for any PEG grant or franchise grant payments; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenue 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; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge; and any other revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

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 Franchising Authority (LFA)*: The Town of Halfmoon, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Service*: 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*: Any transaction in which 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 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. However, notwithstanding the foregoing, 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 over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises

and its acceptance by the Franchisee. The term of this Franchise shall be 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.

2.6. *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.

2.7. *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.

2.8. *No Waiver:*

2.8.1. 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.

2.8.2. 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.

2.9. *Construction of Agreement:*

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

2.9.2. 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.

2.9.1. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding

arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.9.2. 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.

2.10. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

2.13. *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.

3. PROVISION OF CABLE SERVICE

3.1. *Franchise Area:* Subject to applicable law and the issuance of all necessary permits by the LFA, Franchisee shall 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 residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (H) for Subscribers who fail to abide by Franchisee's terms and conditions of service. Franchisee shall have the right, but not the obligation, to extend the Cable System into other buildings in the territorial limits of the LFA which shall then become part of the Franchise Area.

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. Within the Franchise Area, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's 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.

3.3. *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:* The Cable System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service using sufficient bandwidth with an initial digital carrier passband between 50 and 860 MHz and/or industry standard Open Systems Interconnection (OSI) model elements.

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. 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 Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with NY PSC rules and regulations.

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

5.2. *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 separately billed line items on Subscriber bills. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.4. *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 Article 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 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.

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. **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 five million dollars (\$5,000,000) per occurrence for property damage and bodily injury and five million dollars (\$5,000,000) general aggregate. Such insurance shall cover the construction,

operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of five million dollars (\$5,000,000) 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, 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 written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. 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 hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

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

9. TRANSFER OF THE FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In 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 the definition of Transfer of the Franchise 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 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

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

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

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

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

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

11.5. *Enforcement:* Subject to Section 12.12 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:

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

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

11.5.3. 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.

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

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

11.6.2. 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.

11.6.3. 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.

11.7. *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, the parties agree that if Franchisee invokes Section 2.4 of the Franchise (*Termination Generally*) and a timely written termination notice is provided, the LFA's prior written consent is considered granted.

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. 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 to:

Verizon
1 Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, VP and Deputy General Counsel

With a copy to:

Verizon
111 Main Street
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

Notices to the LFA shall be to:

Supervisor
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, New York 12065

12.7. *Entire Agreement:* This Franchise and the Exhibits 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 Clerk of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

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

12.21. *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 _____, 2026.

LFA:
TOWN OF HALFMOON

By: _____
Kevin J. Tollisen, Supervisor

FRANCHISEE:
VERIZON NEW YORK INC.

By: _____
Scott Wyatt, Vice President –
Network Engineering & Operations

DRAFT

Signature Page

Halfmoon/Verizon New York Inc.
Cable Franchise Agreement/2026

EXHIBIT A

FRANCHISE AREA

The below map depicting the Franchise Area is for purpose of illustration. Construction of the Franchisee's FTTP Network has been completed to 100% of current households in the Franchise Area and will be at 100% through the term of the Agreement.

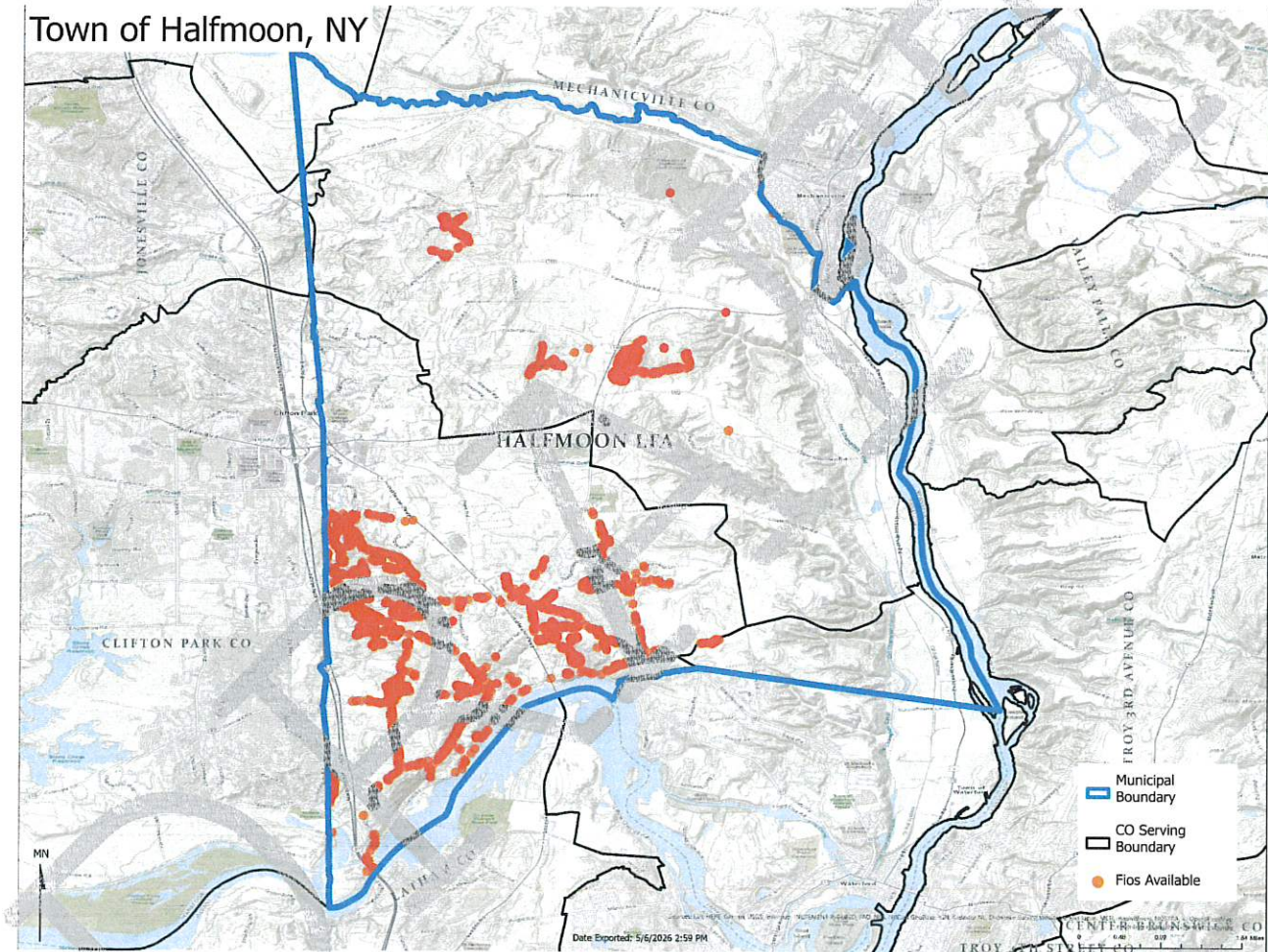


Exhibit A

VARI-TECH LLC

4545 WETZEL ROAD
LIVERPOOL, NY 13090
USA

Voice: 315-622-1800
Fax: 315-622-1811

QUOTATION

Quote Number: EF COUPLINGS
Quote Date: June 2, 2026
Page: 1

Quoted To:
HALFMOON WATER DEPT.

Customer ID	Good Thru	Payment Terms	Sales Rep
0 HALFMOON	June 2, 2026	C.O.D.	MATT CHRISTOPHER

Quantity	Item	Description	Unit Price	Amount
6.00	EF 16 PL CPLG DIPS	16" DIPS PLASSON ELECTROFUSION COUPLING. CURRENT LEAD TIME: IN STOCK AT FACTORY.	620.26	3,721.56
6.00	EF 8 PL CPLG DIPS	8" DIPS PLASSON ELECTROFUSION COUPLING	127.18	763.08
6.00	EF 10 PL CPLG DIPS	10" DIPS PLASSON ELECTROFUSION COUPLING	193.84	1,163.04
6.00	EF 12 PL CPLG DIPS	12" DIPS PLASSON ELECTROFUSION COUPLING	297.15	1,782.90
1.00	FRT 2	F.O.B. ORIGIN. ESTIMATED FREIGHT AND PACKAGING FOR ABOVE QUOTED FITTINGS TO HALFMOON, NY	500.00	500.00
	STOCK 2	** ALL ITEMS CURRENTLY IN STOCK AT VARITECH UNLESS NOTED OTHERWISE. NO FREIGHT CHARGE FOR PICKUP AT VARITECH. **		
	.. QUO2	DUE TO THE CURRENT VOLATILITY OF THE HDPE RESIN MARKET, VARI-TECH CANNOT GUARANTEE PRICING. THIS QUOTE IS BASED ON CURRENT PRICING & AVAILABILITY AT THIS MOMENT.		
	QUO3	BASED ON THE CURRENT UNCERTAINTY OF POTENTIAL TARIFFS ON IMPORTED PRODUCTS,		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

PRODUCT MAY NOT BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL FROM VARI-TECH
PRODUCT WILL BE SUBJECT TO A RESTOCKING FEE
PLEASE CONTACT VARI-TECH AT 315-622-1800 WITH QUESTIONS

VARI-TECH LLC

4545 WETZEL ROAD
LIVERPOOL, NY 13090
USA

Voice: 315-622-1800
Fax: 315-622-1811

QUOTATION

Quote Number: EF COUPLINGS
Quote Date: June 2, 2026
Page: 2

Quoted To:
HALFMOON WATER DEPT.

Customer ID	Good Thru	Payment Terms	Sales Rep
0 HALFMOON	June 2, 2028	C.O.D	MATT CHRISTOPHER

Quantity	Item	Description	Unit Price	Amount
		QUOTATIONS ARE VALID UNTIL WHICH TIME ADJUSTMENTS MAY BE NECESSARY.		
	QU04	WE WILL STRIVE TO MAINTAIN PRICING AS LONG AS WE ARE ABLE.		
			Subtotal	7,930.58
			Sales Tax	
			TOTAL	7,930.58

PRODUCT MAY NOT BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL FROM VARI-TECH
PRODUCT WILL BE SUBJECT TO A RESTOCKING FEE
PLEASE CONTACT VARI-TECH AT 315-622-1800 WITH QUESTIONS

VARI-TECH LLC

4545 WETZEL ROAD
LIVERPOOL, NY 13090
USA

Voice: 315-622-1800
Fax: 315-622-1811

QUOTATION

Quote Number: EF MACHINE/SCRAPER
Quote Date: June 2, 2026
Page: 1

Quoted To:
HALFMOON WATER DEPT.

Customer ID	Good Thru	Payment Terms	Sales Rep
0 HALFMOON	June 2, 2026	CREDIT CARD	MATT CHRISTOPHER

Quantity	Item	Description	Unit Price	Amount
1.00	F 628000	***NEW***FRIAMAT 6 EF MACHINE WITH EXPLORER CASE AND CONVERSION TIPS CURRENT LEAD TIME: IN STOCK	5,294.00	5,294.00
1.00	VT	AT VARI-TECH CHAIN PEELER 10" IPS 36" DIPS P/N# 44200029 - CURRENT LEAD TIME IN STOCK AT THE FACTORY	4,051.29	4,051.29
1.00	FRT 2	F.O.B. ORIGIN. ESTIMATED FREIGHT AND PACKAGING FOR ABOVE QUOTED MACHINES TO HALFMOON, NY	350.00	350.00
	QUO2	DUE TO THE CURRENT VOLATILITY OF THE HDPE RESIN MARKET,VARI-TECH CANNOT GUARANTEE PRICING.THIS QUOTE IS BASED ON CURRENT PRICING & AVAILABILITY AT THIS MOMENT.		
	QUO3	BASED ON THE CURRENT UNCERTAINTY OF POTENTIAL TARIFFS ON IMPORTED PRODUCTS, QUOTATIONS ARE VALID UNTIL WHICH TIME ADJUSTMENTS MAY BE NECESSARY.		
	QUO4	WE WILL STRIVE TO MAINTAIN PRICING AS LONG AS WE ARE ABLE.		
			Subtotal	9,695.29
			Sales Tax	
			TOTAL	9,695.29

PRODUCT MAY NOT BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL FROM VARI-TECH
PRODUCT WILL BE SUBJECT TO A RESTOCKING FEE
PLEASE CONTACT VARI-TECH AT 315-622-1800 WITH QUESTIONS



AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner

SINCE 1946

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204

Phone: (518) 449-7213 Fax: (518) 449-1205

Billing Address

Town of Halfmoon
Accounts Payable
2 Halfmoon Town Plaza
Halfmoon NY 12065
USA

Original

SALES QUOTATION

Document Number: 28782, Document Date: 06/05/26, Page: 1/7

Customer No.: c18265, Provisional No.: X-24325TR

Your Contact: 25 Sarah Boomhower, Payment Terms: NET 20

Delivery Address

Paul Maiello
Town of Halfmoon
Town Hall
2 Halfmoon Town Plaza
Clifton Park NY 12065
USA

TOWN HALL AUDIO DSP AND VIDEO UPGRADE

AVC TIPS CONTRACT # 230105

NOTE: Due to the uncertainty with tariffs, all pricing will need to be reviewed prior to accepting an order.

Currency: \$

Table with 5 columns: Description, Quantity, Contract Pricing, Price, Total. Contains 4 rows of audio equipment items including Shure microphones and preamplifiers.

Audio-Video Corporation

FED ID #14-1426006
 213 Broadway
 Albany, NY 12204
 USA

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Document Number

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
005 4-Input, Block connectors, Mic/Line DanteT Audio Network Interface with Mic Logic, PEQ, and Audio Su Item Code: ANI4IN-BLOCK Manufacturer: Shure	1	ATIPS23	571.19	571.19
006 Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 ch Item Code: TesiraFORTÉ DAN CI Manufacturer: Biamp	1	ATIPS23	3,384.45	3,384.45
007 Subtotal				8,253.36
008 CONTROL SYSTEM				
009 10.1 in. Tabletop Touch Screen, Black Smooth Item Code: TS-1070-B-S Manufacturer: Crestron	1	ATIPS23	2,765.00	2,765.00
010 4-SeriesT Control System Item Code: RMC4 Manufacturer: Crestron	1	ATIPS23	931.00	931.00
011 AV SERIES 12-Pt/8 PoE+ GbE Mngd Switch Item Code: AMS-1208P Manufacturer: Vaddio	1	ATIPS23	222.00	222.00
Subtotal				3,918.00
013 VIDEO SYSTEM				
014 8x2 4K60 4:4:4 HDR Presentation System Item Code: HD-PS622 Manufacturer: Crestron	1	ATIPS23	4,466.00	4,466.00
015 DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable Item Code: HD-TXC-4KZ-101 Manufacturer: Crestron	2	ATIPS23	336.00	672.00

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 Albany, NY 12204
 USA

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
016 DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wa Item Code: HD-TXC-4KZ-101-1G-W Manufacturer: Crestron	1	ATIPS23	378.00	378.00
017 DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable Item Code: HD-RXC-4KZ-101 Manufacturer: Crestron	3	ATIPS23	336.00	1,008.00
018 USB over Category Cable Extender, Local and Remote Item Code: USB-EXT-2 KIT Manufacturer: Crestron	1	ATIPS23	854.00	854.00
019 Subtotal				7,378.00
020 MISC GEAR AND INSTALL				
021 Client will provide scissor lift for installation services.				
022 Viewsonic TD2230 22" LCD Touchscreen Monitor - 16:9 - Multi-touch Screen - 1920 x 1080 - Full HD - 1 Item Code: TD2230 Manufacturer: Viewsonic	1	ATIPS23	347.46	347.46
023 POWER CENTER W/PILOT LT Item Code: PD-815R-PL Manufacturer: Middle Atlantic	1	ATIPS23	140.40	140.40
024 AVSG_CABLES-2 - Miscellaneous Cables Connectors and Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1	ATIPS23	1,120.00	1,120.00
025 x-24325TR AVSG Custom Programming Item Code: AVSG_PROGRAMMING Manufacturer: AVC	1	ATIPS23	1,125.00	1,125.00

Audio-Video Corporation

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 213 Broadway
 Albany, NY 12204
 USA

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
026 x-24325TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	1	ATIPS23	14,250.00	14,250.00
027 AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1	ATIPS23	1,625.00	1,625.00
028 Subtotal				18,607.86
029 OPTIONAL ASSISTIVE LISTENING				
030 ListenIR iDSP Standard System Item Code: LS-100-01-GY Manufacturer: Listen Technologies	1	ATIPS23	3,573.18	3,573.18
031 Intelligent DSP IR Receiver Item Code: LR-4200-IR Manufacturer: Listen Technologies	6	ATIPS23	220.74	1,324.44
032 Intelligent Ear Phone/Neck Loop Lanyard Item Code: LA-430 Manufacturer: Listen Technologies	6	ATIPS23	64.74	388.44
033 Universal Ear Speaker Item Code: LA-401 Manufacturer: Listen Technologies	6	ATIPS23	21.06	126.36
034 Subtotal				5,412.42
035 OPTIONAL 2nd YEAR CUSTOMER CARE				
036 AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1	ATIPS23	2,125.00	2,125.00

Audio-Video Corporation

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213 Broadway
Albany, NY 12204
USA

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SALES QUOTATION

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Currency: \$

Shipping Type: **Deliver & Install**

Quotation Subtotal: **\$ 45,694.64**

Total Before Tax: **\$ 45,694.64**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 45,694.64

Quotation Valid Until: 06/12/26

Subject to Shipping & Handling and Sales Tax if Applicable

EQUIPMENT WARRANTY:

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:

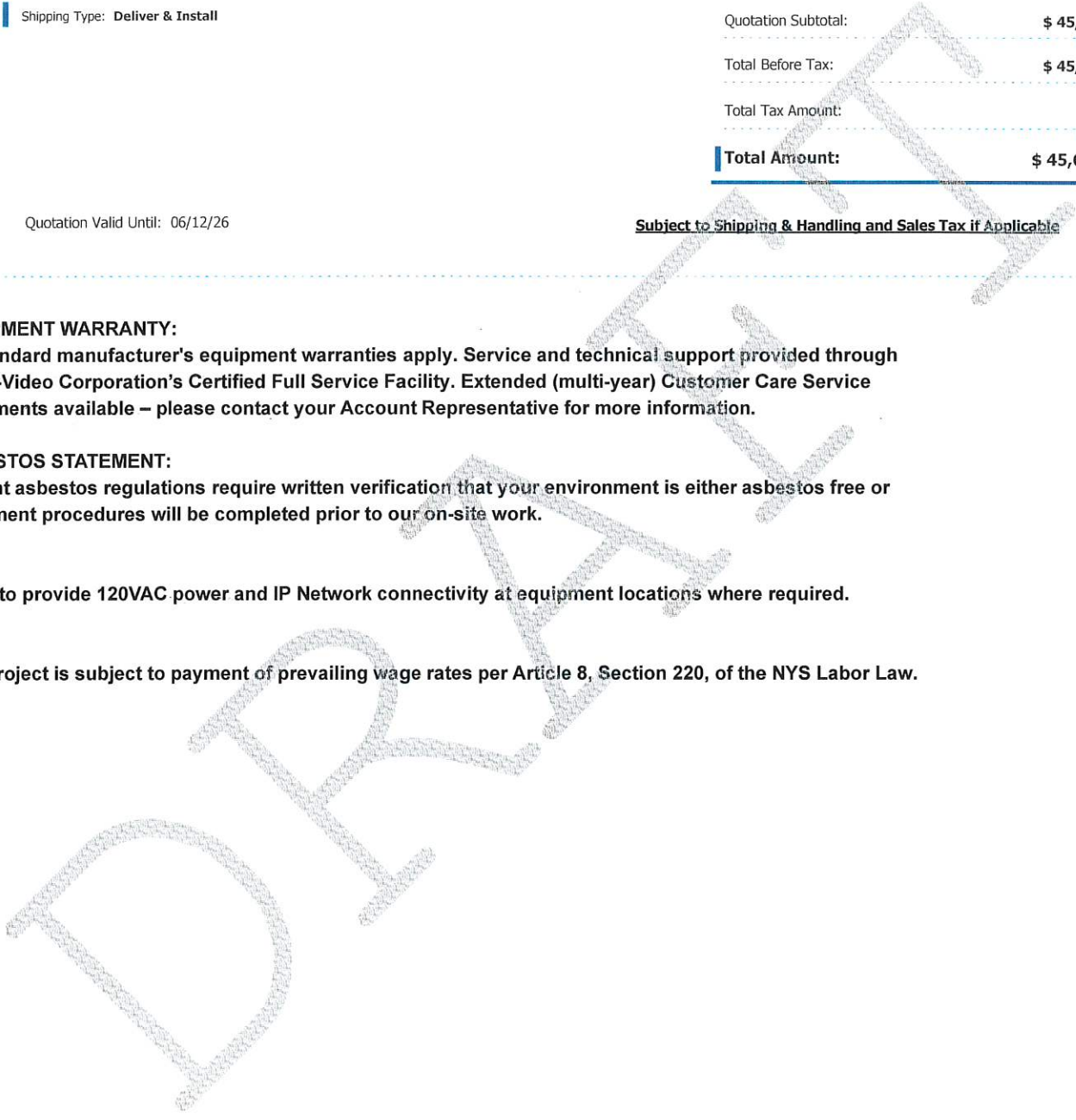
Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.



Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

SALES QUOTATION

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Currency: \$

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By _____

P.O. No. _____

Signature _____

Date _____

Ship-to Address:
(if different than above) _____

Credit Card Info:
(if applicable) _____

Cardholder's Name _____

Cardholder's Telephone Number & Email Address _____

DRAFT

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of AUDIO-VIDEO CORPORATION. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by AUDIO-VIDEO CORPORATION in the collection of past due amounts.
5. **SECURITY** - AUDIO-VIDEO CORPORATION shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with AUDIO-VIDEO CORPORATION for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to AUDIO-VIDEO CORPORATION because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any AUDIO-VIDEO CORPORATION representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at AUDIO-VIDEO CORPORATION, Albany, N.Y. headquarters will constitute authorization to AUDIO-VIDEO CORPORATION to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at AUDIO-VIDEO CORPORATION, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney 's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of Jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by AUDIO-VIDEO CORPORATION is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION/ SALES ORDER. Insofar as equipment manufactured and/or fabricated by AUDIO-VIDEO CORPORATION, the liability of AUDIO-VIDEO CORPORATION shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.