DRAFT  
FIRST AMENDMENT TO AMENDED  
AND RESTATED FRANCHISE AGREEMENT  
THIS FIRST AMENDMENT TO AMENDED AND RESTATED FRANCHISE  
AGREEMENT (this “Amendment”) by and between THE CITY OF NEW YORK (the “City”)  
acting by and through its DEPARTMENT OF TRANSPORTATION (“DOT”), having an  
address at 55 Water Street, New York, New York 10041, and JCDECAUX STREET  
FURNITURE NEW YORK, LLC f/k/a Cemusa NY, LLC, having a place of business at 350  
Fifth Avenue, 73rd Floor, New York, New York 10118 (the “Company”), is executed as of the  
day of , 2023.  
WITNESSETH:  
WHEREAS, on June 26, 2006, Cemusa Inc. and the City acting by and through DOT  
entered into a Franchise Agreement for the Coordinated Street Furniture Franchise for the  
installation, operation and maintenance of Bus Shelters, APTs, and PSSs and for the installation  
and maintenance of Newsstands (the “2006 Agreement”); and  
WHEREAS, on September 20, 2007, Cemusa, Inc. assigned its interest in the 2006  
Agreement to Cemusa NY, LLC, a wholly-owned subsidiary thereof; and  
WHEREAS, at a meeting held on September 30, 2015, the New York City Franchise and  
Concession Review Committee (together with any successor thereto, “FCRC”), acting in  
accordance with its customary procedures, voted on and approved a change in control of Cemusa  
NY, LLC, pursuant to which all shares of Cemusa, Inc. were transferred from CEMUSA-  
Corporación Europea de Mobiliario Urbano, S.A. to JCDecaux North America, Inc., together with  
certain other amendments, clarifications and provisions updating the 2006 Agreement as fully set  
forth in the 2015 Agreement as defined below; and  
WHEREAS, on October 1, 2015, the Company and the City, acting by and through DOT,  
entered into an Amended and Restated Agreement for the Coordinated Street Furniture Franchise  
(the “2015 Agreement”, and together with this Amendment, the “Agreement”); and  
WHEREAS, on or about December 10, 2015, Cemusa NY, LLC changed its company  
name to JCDecaux Street Furniture New York, LLC; and  
WHEREAS, on or about December 10, 2015, Cemusa, Inc. changed its company name to  
JCDecaux Street Furniture, Inc.; and  
WHEREAS, the parties wish to amend the 2015 Agreement to extend the term of the 2015  
Agreement and to incorporate additional rights and responsibilities, including, without limitation,  
an increase in the overall number of Bus Shelters and APTs that the Company may install, maintain  
and operate (the “2023 Increase in Bus Shelters and APTs”), and the modification of certain  
revenue requirements applicable to the Company; and  
1  
DRAFT  
WHEREAS, DOT considered the potential environmental impact resulting from the 2023  
Increase in Bus Shelters and APTs and determined that it is a Type II action and not subject to  
further environmental review; and  
WHEREAS, the New York City Council referred an Authorizing Resolution to The  
Subcommittee on Zoning and Franchises which held a public hearing on May 2, 2023, to consider  
the authorization of the extension of the term of the 2015 Agreement; and  
WHEREAS, on May 11, 2023, the New York City Council, acting in accordance with its  
customary procedures, voted on and approved Resolution No. 625 (attached as Exhibit M hereto),  
authorizing the extension of the term of the 2015 Agreement by five years; and  
WHEREAS, on , 2023, the FCRC held a public hearing to consider  
the proposed amendments to the 2015 Agreement; and  
WHEREAS, at a meeting held on , 2023, the FCRC, acting in  
accordance with its customary procedures, voted on and approved the proposed amendments to  
the 2015 Agreement, all as fully set forth in this Amendment.  
NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby  
made a part of this Amendment, the mutual covenants and agreements herein contained, and other  
good and valuable consideration, the parties hereby covenant and agree as follows:  
1. Unless otherwise noted in this Amendment, all capitalized terms in this  
Amendment shall have the meanings ascribed to them in the 2015 Agreement and all provisions  
shall remain in full force and effect unless otherwise modified herein.  
2. All references to Cemusa NY, LLC and Cemusa, Inc. in the 2015 Agreement shall  
be deemed to mean JCDecaux Street Furniture New York, LLC and JCDecaux Street Furniture,  
Inc., respectively (other than with respect to Sections 1.9 and 1.59).  
3. Section 1.46 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“1.46 “New Bus Shelter(s)” means bus shelters installed or to be installed by the  
Company in conformity with the Plans and Specifications, which replace Existing Bus  
Shelters or are placed, at DOT’s request as contemplated in this Agreement, at other  
locations, and shall also include Reciprocal Bus Shelters, Fifth Avenue Bus Shelters,  
Schedule Y Bus Shelters, DOT-Designated Bus Shelters, and the Bus Shelters  
contemplated in Section 9.17.”  
4. Section 1 of the 2015 Agreement is hereby revised to add a new Section 1.78 titled  
“Additional New Defined Terms” as follows:  
(a) “Bus Shelter Fee Adjustment” shall have the meaning given in Section 2.5.3.3(a)  
hereof.  
2  
DRAFT  
(b) “DOT-Designated Bus Shelters” shall have the meaning given in Section 2.5.3.3(d)  
hereof.  
(c) “Delayed Sites” shall have the meaning given in Section 2.5.3.3(a) hereof and Schedule  
Y hereto.  
(d) “Existing APTs” means the six (6) existing APTs installed under this Agreement as of  
the Effective Date of the First Amendment, which APTs are located (i) outside Madison  
Square Park, (ii) at Corona Plaza, (iii) outside Prospect Park on Flatbush Avenue, (iv)  
at Plaza de las Americas, (v) at Fordham Plaza, and (vi) in Williamsburg near the  
Metropolitan Transportation Authority bus depot.  
(e) “Effective Date of the First Amendment” is day 1 of contract year 18 (which is June  
26, 2023).  
(f) “First Amendment” means this First Amendment to Amended and Restated Franchise  
Agreement, dated as of June\_\_\_\_, 2023.  
(g) “New APT(s)” means the APT model offered by the Company known, as of the  
Effective Date of the First Amendment, as a “JCDecaux Infinity APT”.  
(h) “Non-Traditional Advertising” shall have the meaning given in Section 4.4.2 hereof.”  
(i) “Phase Two APT(s)” means collectively, the up to twenty (20) New APTs installed  
pursuant to Section 2.4.6(b)(iii) of this Agreement.  
(j) “Post-Year 20 Permit” shall have the meaning given in Section 2.5.3.3(b) hereof.  
(k) “Replacement Bus Shelter Standard” shall have the meaning given in Section 2.5.3.3(a)  
hereof.  
(l) “Required Approvals” shall have the meaning given in Section 2.4.4(a) hereof.  
(m) “Schedule Y Bus Shelters” shall have the meaning given in Section 2.5.3.3(a) hereof.  
5. Section 2.1 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.1 Term. This Agreement, and the franchise granted hereunder, shall commence upon  
the Effective Date, and shall continue for a term of twenty-five (25) years from the  
Effective Date, unless this Agreement is earlier terminated as provided in this Agreement  
(the “Term”).”  
6. Section 2.4.4(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
3  
DRAFT  
“(a) Before installing any Coordinated Franchise Structure, the Company shall obtain, at  
its sole cost and expense, any necessary permits, authorizations, approvals, consents,  
licenses, and certifications required for each Coordinated Franchise Structure (“Required  
Approvals”), including, but not limited to: (i) pursuant to all City laws, rules and codes  
related to materials and construction and all applicable sections of the building, plumbing  
and electrical codes of the City; (ii) all permits, authorizations, approvals, consents,  
licenses and certifications required by DOT, Landmarks, the Public Design Commission,  
and any other agency of the City with jurisdiction over the property on which the applicable  
Coordinated Franchise Structure is to be located; (iii) any necessary permits,  
authorizations, approvals, consents, licenses, and certifications required pursuant to any  
applicable state and federal laws, rules, regulations and policies, writs, decrees, and  
judgments; and (iv) any necessary permits, authorizations, approvals, consents, licenses,  
and certifications from Persons to use a building or other private property, easements,  
poles, and conduits.”  
7. Section 2.4.6(a)(i) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(i) The Company shall construct and install in locations as set forth in Schedule A attached  
hereto, and in such other locations as may be directed by DOT, at least 3,300 New Bus  
Shelters by the fifth anniversary of the Build Start Date, with at least 650 New Bus Shelters  
in total having been installed by the first anniversary of the Build Start Date, at least 1,350  
New Bus Shelters in total having been installed by the second anniversary of the Build  
Start Date, at least 2,000 New Bus Shelters in total having been installed by the third  
anniversary of the Build Start Date, at least 2,650 New Bus Shelters in total having been  
installed by the fourth anniversary of the Build Start Date and at least 3,300 New Bus  
Shelters having been installed by the fifth anniversary of the Build Start Date. The  
Company may, but shall not be required to, exceed the foregoing minimum number of  
installations during the time periods referred to in the preceding sentence with the consent  
of DOT.  
The replacement of Existing Bus Shelters at the locations set forth in Schedule A shall take  
place in accordance with a schedule to be proposed by the Company and approved by DOT  
(the “Existing Bus Shelter Replacement Schedule”), which shall be consistent with the  
overall construction and installation schedule contemplated by this Agreement and shall  
provide that, each year, 20% of replacements take place at locations allocated to NYCMDC  
as set forth in Exhibit H attached hereto. The Existing Bus Shelter Replacement Schedule  
shall include, at a minimum, for each month of the build-out years, the location of each  
Existing Bus Shelter scheduled to be replaced, the projected date for submission of a site  
plan and photographs, and the projected date for installation.  
Upon notification from DOT that a site plan and photographs are required for a location  
other than as specified in the Existing Bus Shelter Replacement Schedule, including, but  
not limited to, the locations for additional New Bus Shelters as set forth in Section 2.5.3.3  
below, but excluding any locations for Schedule Y Bus Shelters, the Company shall have  
thirty (30) days to deliver the site plan and photographs to DOT. DOT shall notify the  
4  
DRAFT  
Company when the site plan is approved, or whether changes are required. The Company,  
upon the receipt of an approved site plan from DOT, shall have thirty (30) days to install  
the New Bus Shelter. With respect to additional New Bus Shelters, which are DOT-  
Designated Bus Shelters or Schedule Y Bus Shelters, the Company shall commence  
installations no later than January 1st, 2024, (subject to any City holiday construction  
embargoes) and shall diligently install DOT-Designated Bus Shelters at the rate of not less  
than thirty-five (35) per month, unless a lesser number shall be directed by DOT, and  
subject to any weather and site conditions outside the control of the Company. The  
Company may request an extension of time to install the New Bus Shelters, which may be  
granted by DOT in writing in its reasonable discretion; provided, however, that if changes  
are required by DOT, an extension shall be granted for a reasonable period of time  
commensurate with the nature of the required changes.  
In addition, and subject to the terms of this Agreement, the Company shall construct, install  
and maintain the additional New Bus Shelters as set forth in Section 2.5.3.3 below;  
provided, however, that the total number of Bus Shelters in service at any point in time  
shall not exceed 3,850 except by mutual agreement of the City and the Company.”  
8. Section 2.4.6(b) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(b) The Company shall remove Existing APTs and shall install New APTs in accordance  
with the following:  
(i) The Company shall, at DOT’s direction, remove and dispose of the Existing  
APTs, and shall construct, install, and maintain six (6) New APTs in the  
same locations, in accordance with the time frames set forth in Appendix G  
attached hereto and the financial provisions set forth under Section II in  
Schedule Z attached hereto; provided, however, that the Company’s  
obligations set forth in this sentence shall be tolled during (x) such time that  
the Company redesigns and retools the New APTs to adapt them for  
installation in the City, which subject to the immediately succeeding clause  
(y) redesigning and retooling, shall begin within fifteen (15) days of the  
Effective Date of the First Amendment and shall take no longer than twelve  
(12) months and (y) any time that access to the subject site is blocked due  
to circumstances beyond the Company’s control. The Company shall be  
responsible for the cost of removal and disposition of any Existing APTs;  
(ii) The Company shall also, at DOT’s direction, construct, install, and maintain  
fourteen (14) additional New APTs in locations as directed by the City, in  
accordance with the time frames set forth in Appendix G and the financial  
provisions set forth under Section II of Schedule Z, provided, however, that  
the Company’s obligations set forth in this sentence shall be tolled during  
(x) such time that the Company redesigns and retools the New APTs to  
adapt them for installation in the City, which, subject to the immediately  
succeeding clause (y), redesigning and retooling, shall begin within fifteen  
5  
DRAFT  
(15) days of the Effective Date of the First Amendment and shall take no  
longer than twelve (12) months and (y) any time that access to the subject  
site is blocked due to circumstances beyond the Company’s control; and  
(iii) After the construction and installation of the fourteen (14) New APTs as set  
forth in Section 2.4.6(b)(ii) above, the Company shall then, at DOT’s  
direction, construct, install and maintain up to twenty (20) additional New  
APTs in locations as directed by the City in accordance with the time frames  
set forth in Appendix G and the financial provisions set forth under Section  
II of Schedule Z, provided, however, that the Company’s obligations set  
forth in this sentence shall be tolled during any time that access to the site  
selected by the City is blocked due to circumstances beyond the Company’s  
control.  
(iv) After installing any New APT, the Company shall operate and maintain  
such New APTs at the Company’s sole cost and expense and in accordance  
with the terms and conditions of this Agreement.”  
9. Section 2.4.6(d)(iii) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(iii) The Company shall construct and install in locations as set forth in Schedule B  
attached hereto, and in such other locations as may be directed by the City, at least 330  
Newsstands, which may include Replacement Newsstands and/or New Newsstands with  
at least 110 Newsstands, as selected by the City in its sole discretion, being installed by the  
first anniversary of the Build Start Date, with at least 220 Newsstands, as selected by the  
City in its sole discretion, being installed by the second anniversary of the Build Start Date,  
and at least 330 Newsstands being installed by the third anniversary of the Build Start Date.  
The Company’s obligations set forth in the preceding sentence shall, to the extent that the  
above time schedule cannot be met because access to any site is blocked due to  
circumstances outside the Company’s control, be tolled during such time access is blocked.  
The Company may, but shall not be required to, exceed the foregoing minimum number of  
installations during the time periods referred to in the preceding sentence with the consent  
of DOT. Additionally, the Company shall construct and install at the option of the City in  
its sole discretion additional New Newsstands necessary for operation under any new  
license issued throughout the Term by the Department of Consumer and Worker Protection  
(formerly known as the Department of Consumer Affairs) or any successor thereto. All  
Newsstands constructed shall include, at the Company’s sole cost and expense, necessary  
electric and telephone hook-ups and infrastructure required by the appropriate utility to  
establish a separate account for the Newsstand Operator’s usage of electricity in the  
Newsstand. However, the New Newsstand Operators will be required to reimburse the  
Company for the costs and expenses of the construction and installation including costs  
associated with any interior electric and/or telephone hookups to the Newsstand, in  
accordance with Appendix B attached hereto; provided, however, that the City shall not be  
responsible for reimbursement to the Company for the New Newsstands in the event that  
the Company does not receive such compensation from the New Newsstand Operators and  
6  
DRAFT  
further provided that the Company shall not be required to lend any Newsstand Operator  
any amounts associated with the construction, installation or relocation of a Newsstand,  
including, but not limited to, the New Newsstand Costs described in Appendix B. Upon  
payment of the amount required, the Company shall provide the New Newsstand  
Operator(s) with proof of payment.”  
10. The 2015 Agreement is hereby revised to add a new Section 2.5.3.3 as follows:  
“2.5.3.3. Additional New Bus Shelters. The Company shall construct, install, and maintain  
additional New Bus Shelters as follows:  
(a) Subject to subsection (b) below, the Company shall construct, install, and maintain, at  
the Company’s sole cost and expense and in accordance with the terms and conditions  
of this Agreement, up to forty-three (43) New Bus Shelters at locations designated in  
the attached Schedule Y (the “Schedule Y Bus Shelters”). The Company shall submit  
site plans for the location of each Schedule Y Bus Shelter to DOT as soon as is  
reasonably practicable, and DOT shall provide the Company with approval of such site  
plans within forty-five (45) days of the submission and resubmission, if applicable, by  
the Company of any site plan for such Schedule Y Bus Shelter or such other reasonable  
time frame as may be agreed upon by the Company and DOT. Thereafter the City shall  
issue all Required Approvals promptly and in no event more than thirty (30) days after  
submission by the Company.  
Subject to subsection (b) below, in the event that (a) the Company has timely applied  
for all applicable Required Approvals and does not receive all such Required Approvals  
for the locations of one or more of the forty-three (43) Schedule Y Bus Shelters by  
December 31, 2023 or (b) the Required Approvals for any location or locations on  
Schedule Y are timely provided to the Company, but later revoked prior to the  
installation of the applicable Schedule Y Bus Shelter(s), the Company shall use good  
faith efforts to identify one or more additional and/or alternative location(s) for such  
Schedule Y Bus Shelter(s) that the Company reasonably determines would in the  
aggregate generate approximately equal gross revenue (the “Replacement Bus Shelter  
Standard”). The installation of such replacement Bus Shelters in such additional and/or  
alternative location(s) satisfying the Replacement Bus Shelter Standard shall be subject  
to the approval of the City. If, after good faith discussions between the Company and  
DOT, which shall take place within thirty (30) days of the Company’s request unless  
such time period is extended by mutual agreement of the Company and DOT, the City  
does not approve the installation of the proposed replacement Bus Shelter(s) satisfying  
the Replacement Bus Shelter Standard or the Company, after good faith efforts, cannot  
identify additional or alternative locations satisfying the Replacement Bus Shelter  
Standard, and the total number of Schedule Y Bus Shelters falls below forty-three (43)  
including approved replacement Bus Shelters, the Cash Component of the Franchise  
Fee shall be adjusted as set forth in Schedule D (“Bus Shelter Fee Adjustment”) for  
each such unavailable Schedule Y Bus Shelter below forty-three (43).  
7  
DRAFT  
Further, no Bus Shelter Fee Adjustment shall be available for a Schedule Y location  
that is found to be infeasible (x) due to physical conditions as of the Effective Date of  
the First Amendment that would prevent installation of a Bus Shelter at the site (e.g.,  
underground vaults) or (y) due to construction (including scaffolding or other physical  
impediments) that prevents the installation of a New Bus Shelter at such Schedule Y  
Bus Shelter location; provided further that the Company may elect to reject such  
previously approved location and request an alternate site in accordance with the  
Replacement Bus Shelter Standard and the timeline set forth above. Notwithstanding  
the foregoing, as to those Schedule Y Bus Shelter sites where there exists construction  
work (including scaffolding or other physical impediments) as of the Effective Date of  
the First Amendment, as designated in the attached Schedule Y (collectively, the  
“Delayed Sites”), the Company may, but shall not be obligated to submit, and DOT  
shall not be obligated to approve until the Company submits a site plan, until after such  
construction work is completed and impediments removed, and such Delayed Sites  
shall not be eligible for a Bus Shelter Fee Adjustment until the subject impediment has  
been eliminated; provided, further that such Delayed Sites shall be subtracted from the  
Schedule Y total until such impediments have been removed, such that the number  
forty-three (43) set forth in this paragraph shall be reduced by the number of Delayed  
Sites. Notwithstanding anything to the contrary, the Company may request alternate  
locations for any or all such Delayed Sites and such request(s) will be processed by  
DOT as prescribed for Schedule Y locations. If such alternate locations result in the  
installation of a Bus Shelter then such location shall be substituted on Schedule Y as if  
it had been initially included.  
(b) After the construction and installation of the Schedule Y Bus Shelters, the Company  
may request to construct, install, and maintain, at the Company’s sole cost and expense,  
additional Schedule Y Bus Shelters, which the DOT may authorize if the Company has  
provided reasonable evidence that such proposed Schedule Y Bus Shelter would be  
high-revenue, would serve transit riders and is technically feasible. Notwithstanding  
anything to the contrary, with respect to installation permits that the City agrees to issue  
after the end of contract year 20 (“Post-Year 20 Permit”), the Company may decline to  
install a Schedule Y Bus Shelter at such location, in which case the annual deduction  
shall become unavailable for such location.  
(c) The Company shall construct, install, and maintain, at the Company’s sole cost and  
expense and in accordance with the terms and conditions of this Agreement, at least  
five (5) and up to twenty-one (21) New Bus Shelters, in such locations as may be  
directed by DOT, subject to reconciliation between the Company and DOT of the  
number of New Bus Shelters remaining to be installed under the 2015 Agreement.  
(d) Additionally, the Company shall, at DOT’s direction, construct, install, and maintain  
three hundred and one (301) New Bus Shelters at locations designated by DOT (“DOT-  
Designated Bus Shelters”). The Company shall install a minimum of thirty-five (35)  
DOT-Designated Shelters per month starting on January 1, 2024, unless a lesser  
number shall be directed by DOT or otherwise agreed by DOT and the Company, and  
subject to any weather and site conditions outside the control of the Company. Upon  
8  
DRAFT  
the installation of a DOT-Designated Bus Shelter, the Cash Component of the  
Franchise Fee for the then-current year of this Agreement shall be adjusted in  
accordance with the financial provisions set forth under Section I(A) Cash Component  
Deductions for DOT-Designated Bus Shelters (Single) or Section I(B) Cash  
Component Deductions for DOT-Designated Bus Shelters (Double) of Schedule Z  
annexed hereto, as applicable. After installing the DOT-Designated Bus Shelters, the  
Company shall operate and maintain said DOT-Designated Bus Shelters at the  
Company’s sole cost and expense and in accordance with the terms and conditions of  
this Agreement.”  
11. Section 2.5.4.1 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.5.4.1. Public Utilities, Other. The Company shall remove, replace, relocate, or reinstall,  
at its sole cost and expense (excluding Phase Two APTs, the payment for which shall be  
the responsibility of the City unless such removal or replacement is due to defects that  
cannot be repaired and are the responsibility of the Company under this Agreement),  
subject to Section 2.5.4.5 hereof, at the request of the City, any Coordinated Franchise  
Structure, which interferes with the construction, maintenance or repairs of public utilities,  
public works or public improvements. The Company shall not be responsible for the costs  
and expenses of any removal, replacement, relocation and/or reinstallation requested by  
the City except as set forth in the preceding sentence or as expressly required elsewhere in  
this Agreement, including, but not limited to, Section 2.5.4.2 hereof. Nothing in this  
Agreement shall abrogate the right of the City to change the grades or lines of any  
Inalienable Property of the City, or perform any public works or public improvements, or  
any street widening project, or any other capital project of any description. In the event that  
the Company refuses or neglects to so remove, replace, relocate or reinstall such  
Coordinated Franchise Structures as directed by the City, the City shall have the right to  
remove, replace, relocate or reinstall such Coordinated Franchise Structures without any  
liability to the Company, and the Company shall pay to the City the costs incurred in  
connection with such removal, replacement, relocation or reinstallation and for any other  
costs or damages incurred by the City including, but not limited to repair and restoration  
costs, arising out of the performance of such work.”  
12. Section 2.5.4.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.5.4.2. Public Use, Other. The City shall have the right at any time to inspect any  
Coordinated Franchise Structures and order the removal, replacement, relocation or  
reinstallation of any of the Coordinated Franchise Structures, at the sole cost and expense  
of the Company (excluding Phase Two APTs, the payment for which shall be the  
responsibility of the City unless such removal or replacement is due to defects that cannot  
be repaired and are the responsibility of the Company under this Agreement), subject to  
Section 2.5.4.5 hereof, upon a determination in the City's sole discretion that any of the  
Coordinated Franchise Structures, unreasonably interferes or will unreasonably interfere  
with the use of a street by the public, constitutes a public nuisance, creates a security  
9  
DRAFT  
concern, or is, or has otherwise become, inappropriate at a particular location, or that such  
removal, replacement, relocation, or reinstallation is necessary to address changing  
conditions. In the event that the Company fails to so remove, replace, relocate, or reinstall  
any of the Coordinated Franchise Structures as directed by the City, the City shall have the  
right to remove, replace, relocate, or reinstall such Coordinated Franchise Structures  
without any liability to the Company, and the Company shall pay to the City the costs  
incurred in connection with such removal, replacement, relocation or reinstallation and for  
any other costs or damages incurred by the City, including but not limited to, repair and  
restoration costs, subject to Section 2.5.4.5 hereof. If a Coordinated Franchise Structure is  
required to be removed and/or relocated because the City mistakenly identified a location  
listed on Schedule A or Schedule B as Inalienable Property of the City, the City shall  
require the Company to remove and/or relocate such Coordinated Franchise Structure and  
shall pay to the Company the costs incurred in connection with such removal and/or  
relocation and for any other costs or damages incurred by the Company, including but not  
limited to repair, and restoration costs.”  
13. The 2015 Agreement is hereby revised to add a new Section 2.5.4.5 as follows:  
“2.5.4.5. Limitation on Relocations and Reinstallations of Bus Shelters.  
(a) The Company shall perform all removals, replacements, relocations, and reinstallations  
of Bus Shelters, as set forth in Section 2.5.4; provided, however, other than with respect to  
emergency relocations or reinstallations required pursuant to Section 2.5.4.4, the City shall  
limit to fifty (50) the annual number of relocations or reinstallations of Bus Shelters per  
contract year. Above fifty (50), should the City determine in good faith that application of  
such limit is impracticable in any year, the Company shall remain obligated to perform all  
relocations and reinstallations of Bus Shelters above such limit as directed by the City and  
shall provide, at the City’s request, an estimate of the costs for any such relocations and  
reinstallations, for which the City shall be responsible. With respect to any removal,  
replacement, relocation, or reinstallation of a Bus Shelter, the DOT shall make reasonable  
efforts to coordinate the removal, replacement, relocation or reinstallation of the Bus  
Shelter and the affected sidewalk work with the Company in order to mitigate the costs  
related to such removal, replacement, relocation, or reinstallation of a Bus Shelter.  
(b) If the City shall require the removal or relocation of any Fifth Avenue Bus Shelter, the  
Company and DOT shall use good faith efforts to identify one or more additional and/or  
alternative location(s) on Fifth Avenue between 42nd Street and 59th Street. The installation  
of such replacement Bus Shelters in such additional and/or alternative locations shall be  
subject to the approval of the City. If the City does not approve the installation of the  
proposed replacement Bus Shelter(s) in such additional and/or alternative locations and  
requires removal of a Fifth Avenue Bus Shelter, the Cash Component of the Franchise Fee  
shall be adjusted under the Bus Shelter Fee Adjustment formula for Fifth Avenue Bus  
Shelters set forth in Schedule D.  
14. Section 3.1.1(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
10  
DRAFT  
“(a) All maintenance of the Bus Shelters, including, but not limited to, preventative  
maintenance, cleaning and removing graffiti, dirt, stickers and refuse from the Bus  
Shelters, must occur on at least two nonconsecutive days each week in accordance with a  
plan to be reasonably approved by the DOT annually; promptly clearing and removing  
excessive roof debris (e.g., leaves), snow and ice from the ground in and around the Bus  
Shelters up to three feet on each side of the Bus Shelter and to the Curb on the Curb-side  
of the Bus Shelter (including clearing a three-foot access path for wheelchairs in the case  
of snow and ice and spreading salt or ice remover). Notwithstanding anything to the  
contrary, the Company shall commence snow removal in accordance with a snow removal  
protocol to be reasonably agreed upon by DOT and the Company; provided, however, that  
snow removal shall commence within four (4) hours after the snow ceases to fall as  
provided in section 16-123 of the New York City Administrative Code, and the Company  
shall diligently and continuously complete removal of snow from all Bus Shelters, and  
provided further, that in the absence of an agreed-upon snow removal protocol as set forth  
herein, the Company shall comply with the regulations for snow removal set forth in  
section 16-123(a) of the New York City Administrative Code in effect as of the date of  
Effective Date of the First Amendment.  
15. Section 3.1.2(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(a) All maintenance of the APTs, including, but not limited to, preventative maintenance,  
cleaning, removing graffiti, dirt, stickers, and refuse, and restocking dispensers on a daily  
basis in accordance with a plan to be reasonably approved by the DOT annually, promptly  
clearing and removing excessive roof debris (e.g., leaves), snow and ice from the ground  
in and around the APTs up to three feet on each side of the APT and to the Curb on the  
Curb-side of the APT (including clearing a three-foot access path for wheelchairs in the  
case of snow and ice and spreading salt or ice remover), prompt response to self-activating  
maintenance and operating warning systems, and ensuring comfortable interior  
temperature, ventilation and illumination between the hours of eight a.m. and eight p.m.  
daily unless longer hours are otherwise directed by DOT in its reasonable discretion.  
Notwithstanding anything to the contrary, the Company shall commence snow removal in  
accordance with a snow removal protocol to be reasonably agreed upon by DOT and the  
Company; provided, however, that snow removal shall commence within four (4) hours  
after the snow ceases to fall as provided in section 16-123 of the New York City  
Administrative Code, and the Company shall diligently and continuously complete  
removal of snow from all APTs, and provided further, that in the absence of an agreed-  
upon snow removal protocol as set forth herein, the Company shall comply with the  
regulations for snow removal set forth in section 16-123(a) of the New York City  
Administrative Code in effect as of the date of the Effective Date of the First Amendment.  
16. Section 3.1.4(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
11  
DRAFT  
“(a) the Company shall be responsible for all maintenance of the exterior of the  
Replacement and New Newsstands, in cooperation with the Newsstand Operators  
including, but not limited to, preventative maintenance, cleaning and removing graffiti,  
dirt, stickers and refuse on the exterior of the Newsstand on at least two nonconsecutive  
days each week in accordance with a plan to be reasonably approved by the DOT annually,  
promptly clearing and removing excess excessive roof debris (e.g., leaves), snow and ice  
from the ground in and around the Newsstands up to three feet on each side of the  
Newsstand and to the Curb on the Curb-side of the Newsstand (including clearing a three-  
foot access path for wheelchairs in the case of snow and ice and spreading salt or ice  
remover) and daily inspections of the Newsstands for damage, debris, and unsafe  
conditions. Notwithstanding anything to the contrary, the Company shall commence snow  
removal in accordance with a snow removal protocol to be reasonably agreed upon by DOT  
and the Company; provided, however, that snow removal shall commence within four (4)  
hours after the snow ceases to fall as provided in section 16-123 of the New York City  
Administrative Code, and the Company shall diligently and continuously complete  
removal of snow from all Newsstands, and provided further, that in the absence of an  
agreed-upon snow removal protocol as set forth herein, the Company shall comply with  
the regulations for snow removal set forth in section 16-123(a) of the New York City  
Administrative Code in effect as of the date of the Effective Date of the First Amendment.  
The Company shall also be responsible for inspections of electrical wiring and connections  
including service and post connections and testing for stray voltage (such inspections and  
testing may be part of regularly scheduled general inspections or otherwise) at least once  
each year during the Term. The Company shall record in EIMIS the date(s) of such  
inspections and testing; provided, however,”  
17. Section 4.4.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“4.4.2. Other Media. At the Company’s request, DOT may permit, in the DOT’s  
discretion not to be unreasonably withheld, temporary advertising wrapping of the  
Coordinated Franchise Structures and/or temporary innovative build-outs (“Non-  
Traditional Advertising”) of up to ten (10) Coordinated Franchise Structure locations per  
month for a limited time period, and the dimension specifications set forth in Appendix D  
shall not apply to such Non-Traditional Advertising. Electronic media will be permitted on  
a case-by-case basis and, except for backlighting of printed posters (the Company shall be  
permitted to use backlighting of advertising on Coordinated Franchise Structures except  
where prohibited by rules or regulations of Landmarks), will be subject (except as may  
otherwise be permitted by the City) to the applicable zoning regulations for property  
adjacent to the site, and shall be subject to all applicable approvals by City agencies. Audio  
advertising will not be permitted, provided, however, an audio component used in  
connection with an information/computer kiosk may be permitted in the sole discretion of  
DOT.”  
12  
DRAFT  
18. The 2015 Agreement is hereby revised to add a new Section 8.5 as follows:  
“8.5 Obligation to Use MWBE Contractors and Subcontractors. The Company certifies  
that, after the Effective Date of the First Amendment, to the extent the Company utilizes  
contractors and subcontractors for the labor and materials involved in performance of its  
obligations under this Agreement, it shall utilize minority-owned business enterprises and  
women-owned business enterprises certified in accordance with Section 1304 of the  
Charter (“MWBEs”) in order to meet an MWBE participation goal of thirty percent (30%);  
provided that, if after diligent efforts, as reasonably satisfactory to DOT, the Company  
cannot identify a certified MWBE to fulfill certain product requirements (for example,  
specialized custom-fabricated digital equipment), such work shall not be considered in  
calculating the foregoing percentage of MWBE participation.”  
19. Section 9.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“9.2 Compensation.  
9.2.1. Effective Date Through Year 18 of the Term. As compensation for the  
franchise, commencing on the Effective Date and through the 18th year of the Term, and as  
set forth in this Section 9, the Company shall pay and/or provide (as the case may be) to  
the City with respect to each year of the Term (subject to the remaining provisions of this  
Section 9 and any reductions required pursuant to Schedule Z and Schedule D):  
the greater of:  
(i) 50% of Gross Revenues for such year of the Term; or  
(ii) the Cash Component for such year of the Term;  
plus  
the Alternative Compensation for such year of the Term as the Franchise Fee; provided  
however that, in any year of the Term in which 50% of Gross Revenues is greater than  
the Cash Component, the Cash Component will be increased and the Alternative  
Compensation will be reduced by the actual amount of the positive difference obtained  
by subtracting the amount of the Cash Component (as set forth in Schedule C for such  
year, i.e., prior to any adjustment) from 50% of Gross Revenues for such year; provided  
further however that the Alternative Compensation shall not be reduced by, nor the Cash  
Component increased by, an amount which would reduce Alternative Compensation  
below the amount set forth in Column C of Schedule C for such year. The adjustments  
to the Alternative Compensation contemplated in this Section 9.2.1 shall be made in the  
year of the Term following the year of the Term to which they apply, due to the inability  
to adjust Alternative Compensation retroactively.  
13  
DRAFT  
For the avoidance of doubt, several examples of the calculation of the Franchise  
Fee in a variety of circumstances are set forth on Schedule 9.2 to this Agreement.  
9.2.2. Years 19 and 20 of the Term. As compensation for the franchise for years  
19 and 20 of the Term, the Company shall pay and provide (as the case may be) to the City  
with respect to years 19 and 20 of the Term (subject to the remaining provisions of this  
Section 9 and any reductions required pursuant to Schedule Z and Schedule D), the Cash  
Component as set forth in Column A of Schedule C for such year plus the Alternative  
Compensation for such year of the Term. In addition, for each such year of the Term, the  
City shall receive: (a) 50% of annual Gross Revenues in excess of $105 million for each  
such year of the Term; (b) 52.5% of annual Gross Revenues in excess of $150 million; and  
(c) 55% of annual Gross Revenues in excess of $200 million.  
9.2.3. Years 21 through 25 of the Term. As compensation for the franchise for  
years 21 through 25 of the Term, the Company shall pay and provide (as the case may be)  
to the City with respect to years 21 through 25 of the Term (subject to the remaining  
provisions of this Section 9 and any reductions required pursuant to Schedule Z and  
Schedule D), the Cash Component as set forth in Column A of Schedule C for such year  
plus the Alternative Compensation for such year of the Term. In addition, for each such  
year of the Term, the City shall receive: 50% of annual Gross Revenues in excess of $110  
million for each such year of the Term; (b) 52.5% of annual Gross Revenues in excess of  
$150 million; and (c) 55% of annual Gross Revenues in excess of $200 million.”  
20. Section 9.5(a) of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“(a) Beginning with the fifth year of the Term and through the eighteenth year of the Term  
(it being understood and agreed that the Cash Component of the Franchise Fee payable  
with respect to the first four years of the Term shall be paid in accordance with Section 9.3  
herein), within thirty (30) days after the end of each of the first three quarters of each year  
of the Term, the Company shall pay to the City the greater of (i) one fourth of the Cash  
Component for such year or (ii) 50% of Gross Revenues for that quarter. Beginning with  
the nineteenth year of the Term and through the twentieth year of the Term, (i) within thirty  
(30) days after the end of each of the first three quarters of each year of the Term, the  
Company shall pay to the City one fourth of the Cash Component for such year and (ii)  
within thirty (30) days after the end of the fourth quarter of each year of the Term, the  
Company shall pay to the City (x) one fourth of the Cash Component for such year plus  
(y) 50% of Gross Revenues for such year in excess of $105 million. Beginning with the  
twenty-first year of the Term and through the twenty-fifth year of the Term, (i) within thirty  
(30) days after the end of each of the first three quarters of each year of the Term, the  
Company shall pay to the City one fourth of the Cash Component for such year and (ii)  
within thirty (30) days after the end of the fourth quarter of each year of the Term, the  
Company shall pay to the City (x) one fourth of the Cash Component for such year plus  
(y) 50% of Gross Revenues for such year in excess of $110 million. In addition, beginning  
with the fifth year of the Term, within thirty (30) days after the end of the fourth quarter  
of each year of the Term, the Company shall pay the excess, if any, of the full cash payment  
14  
DRAFT  
due to the City under Section 9.2 for such year of the Term (after all applicable adjustments  
contemplated by Section 9 and Section 4.7 and Schedules D and Z) over the amounts  
already paid by the Company on a quarterly basis with respect to such year under the  
preceding sentence. If the sum of the payments made by the Company in accordance with  
this Section 9.5(a) with respect to any year of the Term exceeds the Cash Component of  
the Franchise Fee due to the City under Section 9.2 for such year (after all applicable  
adjustments contemplated by Section 9 and Section 4.7 and Schedules D and Z), the  
Company shall be entitled to take the excess as a credit against the next cash payment or  
payments due to the City under this Section 9, unless there is no such next payment  
scheduled (i.e., the Term has expired or terminated), in which case such excess shall be  
payable by the City to the Company within thirty (30) days (if the amount is less than  
$100,000) or ninety (90) days (if the amount is equal to or greater than $100,000) of invoice  
therefor.”  
21. Section 14.5 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“All notices required to be given to the City or the Company pursuant to Sections 1.27, 6.6,  
7.1, 7.2(c), 7.7, 9.4.1, 9.4.1(d), 10.6.2, 11.3, 12.1.5, 13.2.1(b), 13.2.1(c), 13.2.1(d), 13.3(a), 13.4.1,  
13.4.2, 14.10, and 14.11 shall be in writing and shall be sufficiently given if sent by registered or  
certified mail, return receipt requested, by overnight mail, by fax, or by personal delivery to the  
address or facsimile number listed below, or to such other location or person as any party may  
designate in writing from time to time. Every communication from the Company shall be sent to  
the individual, agency or department designated in the applicable section of this Agreement, unless  
it is to “the City,’ in which case such communication shall be sent to:  
If to the City:  
The Commissioner of DOT at 55 Water Street, New York, New York 10041;  
with a copy to  
General Counsel, New York City Department of Transportation, 55 Water Street,  
New York, New York 10041  
If to the Company:  
JCDecaux North America Empire State Building 350 Fifth Avenue, 73rd Floor  
New York, NY 10118 or fax # 646-834-1208, Attention: General Counsel and Co-CEO  
with a copy to  
Greenberg Traurig, LLP, One Vanderbilt, New York, New York, 10017, or fax #  
212-805-9299, Attention: Edward C. Wallace  
Except as otherwise provided herein, the mailing of such notice shall be equivalent  
to direct personal notice and shall be deemed to have been given when mailed or when received if  
transmitted by facsimile. Any notice required to be given to the Company pursuant to Section 13  
15  
DRAFT  
herein for which a cure period is ten days or less, which requires action to be taken within ten days  
or less, or notifies the Company of an event or action that will occur in 10 days or less must be  
given by personal delivery, overnight mail service or facsimile transmission.”  
22. Appendix A “Schedule of Liquidated Damages” of the 2015 Agreement is deleted  
and replaced with a new Appendix A annexed hereto.  
23. Appendix B “New Newsstand Costs” of the 2015 Agreement is deleted and  
replaced with a new Appendix B annexed hereto.  
24. Appendix G “Installation, Replacement and Removal of Franchise Structures:  
Timetables” of the 2015 Agreement is deleted and replaced with a new Appendix G annexed  
hereto.  
25. A new Exhibit M “The City Council of the City of New York Resolution No. 625”  
annexed hereto, is hereby added to the Agreement.  
26. Schedule C “Guaranteed Minimum; Alternative Compensation” of the 2015  
Agreement is deleted and replaced with a new Schedule C annexed hereto.  
27. Schedule D “Franchise Fee Revisions” of the 2015 Agreement is deleted and  
replaced with a new Schedule D annexed hereto.  
28. A new Schedule Y “Schedule Y Bus Shelters” annexed hereto, is hereby added to  
the Agreement.  
29. A new Schedule Z “Company Cost Breakdown for Deduction Amounts for DOT-  
Designated Bus Shelters, Additional APTs and Special Installation Costs” annexed hereto, is  
hereby added to the Agreement.  
30. Authorization; Non-Contravention. The Company represents and warrants to the  
City and covenants and agrees that the execution, delivery and performance of this Amendment  
and all other agreements, if any, entered into in connection with the transactions contemplated  
hereby have been duly, legally and validly authorized by all necessary action on the part of the  
Company and the certified copies of authorizations for the execution and delivery of this  
Amendment provided to the City in connection with this Amendment are true and correct. This  
Amendment and all other agreements, if any, entered into in connection with the transactions  
contemplated hereby have been duly executed and delivered by the Company and constitute (or  
upon execution and delivery will constitute) the valid and binding obligations of the Company,  
and are enforceable (or upon execution and delivery will be enforceable) in accordance with their  
respective terms. The Company has obtained the requisite authority to authorize, execute and  
deliver this Amendment and to consummate the transactions contemplated hereby and no other  
proceedings or other actions are necessary on the part of the Company to authorize the execution  
and delivery of this Amendment and the consummation of the transactions contemplated hereby.  
For the avoidance of doubt, the Company represents and warrants to the City and covenants and  
agrees that all documents and items required pursuant to the Agreement, including without  
limitation those set forth in Section 2.2 of the Agreement, remain binding and in effect for the  
16  
DRAFT  
Term and any additional period set forth in the Agreement. Neither the execution and delivery of  
this Amendment by the Company nor the performance of its obligations contemplated hereby will:  
(a) conflict with, result in a material breach of or constitute a material default under  
(or with notice or lapse of time or both result in a material breach of or constitute a material  
default under) (i) any governing document of the Company or to the Company’s  
knowledge, any agreement among the owners of the Company, or (ii) any statute,  
regulation, agreement, judgment, decree, court or administrative order or process or any  
commitment to which the Company is a party or by which it (or any of its properties or  
assets) is subject or bound;  
(b) result in the creation of, or give any party the right to create, any material lien,  
charge, encumbrance, or security interest upon the property and assets of the Company,  
except permitted encumbrances under Section 11.5 of the 2015 Agreement; or  
(c) terminate, breach or cause a default under any provision or term of any contract,  
arrangement, agreement, license or commitment to which the Company is a party, except  
for any event specified herein or in (a) or (b) above, which individually or in the aggregate  
would not have a material adverse effect on the business, properties or financial condition  
of the Company or the System.  
31. Agreement in Full Force and Effect. Except as modified by this Amendment, the  
2015 Agreement shall remain in full force and effect. In the event of any inconsistency between  
the terms of this Amendment and the 2015 Agreement, the terms of this Amendment shall govern  
and prevail in all instances, and upon execution of this Amendment, any reference to the  
Agreement or the Franchise Agreement shall mean the 2015 Agreement, as amended by this  
Amendment.  
32. Headings. The headings contained in this Amendment are to facilitate reference  
only, do not form a part of this Amendment, and shall not in any way affect the construction or  
interpretation hereof.  
33. Governing Law. This Amendment shall be deemed to be executed in the City of  
New York, State of New York, and shall be governed in all respects, including validity,  
interpretation and effect, and construed in accordance with the laws of the State of New York,  
irrespective of conflict of laws principles, as applicable to contracts entered into and to be  
performed entirely within the State.  
34. Counterparts. This Amendment may be executed in one or more counterparts  
which, when taken together, shall constitute one and the same.  
35. Third Party Litigation. Notwithstanding anything to the contrary set forth herein,  
in that event litigation is brought by a third party which delays or defeats the implementation of  
this Amendment, including, but not limited to, the installation of the Schedule Y Bus Shelters, the  
extension of the Term or other material elements of this Amendment, the parties shall promptly  
negotiate in good faith to address the delay or other impact caused by such litigation.  
17  
DRAFT  
NO FURTHER TEXT – SIGNATURE PAGES FOLLOW  
18  
DRAFT  
IN WITNESS WHEREOF, the party of the first part, by a Deputy Mayor, duly authorized  
by the Charter of the City of New York, has caused the corporate name of said City to be hereunto  
signed and the corporate seal of said City to be hereunto affixed and by its Commissioner of  
The New York City Department of Transportation, duly authorized, has caused its name to be  
hereunto signed and the party of the second part, by it officers thereunto duly authorized, has  
caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year  
first above written.  
THE CITY OF NEW YORK  
By:  
Deputy Mayor  
THE NEW YORK CITY  
DEPARTMENT OF TRANSPORTATION  
Approved as to form, By:  
Certified as to Legal Authority Commissioner  
Acting Corporation Counsel  
JCDECAUX STREET FURNITURE NEW  
YORK, LLC  
By:  
Name:  
Title:  
By:  
Name:  
Title:  
(Seal)  
Attest:  
City Clerk  
19  
DRAFT  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, Deputy Mayor of the City of New York, party to the above instrument, personally appeared  
before me in said State on the day of , 2023, the said  
being personally known to me and who executed the foregoing instrument and  
acknowledged to me that they executed same as their free act and deed in their capacity as Deputy  
Mayor of the City of New York.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, Commissioner of the New York City Department of Transportation, party to the above  
instrument, personally appeared before me in said State on the day of , 2023,  
the said being personally known to me and who executed the  
foregoing instrument and acknowledged to me that they executed same as their free act and deed  
in their capacity as Commissioner of the New York City Department of Transportation.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
20  
DRAFT  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, of JCDecaux Street Furniture New York, LLC, party to the  
above instrument, personally appeared before me in said State on the day of  
, 2023, the said being personally known to me and who  
executed the foregoing instrument and acknowledged to me that they executed same as their free  
act and deed in their capacity as of JCDECAUX STREET FURNITURE  
NEW YORK, LLC.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, of JCDecaux Street Furniture New York, LLC, party to the  
above instrument, personally appeared before me in said State on the day of  
, 2023, the said being personally known to me and who  
executed the foregoing instrument and acknowledged to me that they executed same as their free  
act and deed in their capacity as of JCDECAUX STREET FURNITURE  
NEW YORK, LLC.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
21  
DRAFT  
Appendix A: Schedule of Liquidated Damages  
Unless specified otherwise in the Amendment, the liquidated damages amounts for Coordinated  
Franchise Structures shall apply:  
Requirement Standard Liquidated Damage  
Bus Shelters installed by the Minimum 650 $200 per week, per Bus Shelter  
first anniversary of the not installed and operational  
Build Start Date.  
Bus Shelters installed by the Minimum 1,350 $200 per week, per Bus Shelter  
second anniversary of the Build not installed and operational  
Start Date.  
Bus Shelters installed by the Minimum of 2,000 $200 per week, per Bus Shelter  
third anniversary of the not installed and operational  
Build Start Date.  
Bus Shelters installed by the Minimum of 2,650 $200 per week, per Bus Shelter  
fourth anniversary of the Build not installed and operational  
Start Date.  
Bus Shelters installed by the Minimum of 3,300 $200 per week, per Bus  
fifth anniversary of the Shelter not installed and  
Build Start Date. operational  
Site Plan and photographs for a Upon request from the $100 per day, per site plan and  
New Bus Shelter not specified Department for a new Bus photographs not produced  
on the Existing Bus Shelter Shelter, 30 days to produce a  
Replacement Schedule site plan and photographs in  
accordance with section  
2.4.6(a)(i)  
Installation of a New Bus Upon site plan approval, 30 $100 per day, per Bus Shelter  
Shelter not specified on the days for installation in not installed and operational  
Existing Bus Shelter accordance with section  
Replacement Schedule 2.4.6(a)(i)  
Conduct an engineering 60 days from notification from $200 per week per site plan and  
assessment and produce a site DOT photographs not produced or  
plan and photographs and estimate of installation costs not  
provide an estimate of provided  
installation costs for APTs per  
Appendix G  
Installation of APTs per 90 days from all required City $200 per week per APT not  
Appendix G approvals installed and operational within  
90 days.  
Newsstands installed by the first Minimum of 110 $200 per week, per  
anniversary of the Newsstand not installed and  
Build Start Date. operational  
Newsstands installed by the Minimum of 220 $200 per week, per  
second anniversary of the Build Newsstand not installed and  
Start Date. operational  
Newsstands installed by the Minimum of 330 $200 per week, per  
third anniversary of the Newsstand not installed and  
Build Start Date. operational  
22  
DRAFT  
Note: All installations are subject to the inspection provisions in Section 2.4.6(f)  
Requirement Standard Liquidated Damage  
Removal of and The replacement of an $250 per day that  
Replacement of an Existing Existing Newsstand should Newsstand is not replaced  
Newsstand take place on the same day, within 9 days after removal  
when possible, but no more and $250 per day that Existing  
than 9 days from removal. Newsstand is not removed by  
Removal of Existing the date specified in the  
Newsstand shall take place in Replacement Newsstand  
accordance with the dates Schedule, or date mutually  
specified in the agreed to by the Company and  
Replacement Newsstand DOT.  
Schedule, or dates mutually  
agreed to by the Company and  
DOT.  
Installation of a newly licensed Upon request from the $250 per day per New  
Newsstand Department for a new Newsstand.  
newsstand location, the  
Company has 30 days to  
produce a site plan and  
photographs and 30 days to  
install the newsstand in  
accordance with 2.4.6(d)(ii)  
and Appendix G.  
Installation of Upon request from the $50 per week, per Kiosk.  
Information/Computer Kiosks Department for a new  
Information/Computer  
Kiosk, 30 days to produce a site  
plan, photograph(s) and  
installation.  
Installation of a Trash 10 days from notification by the $50 per week, per  
Receptacle Department Receptacle  
Installation of a Multi-rack Upon request from the $50 per week, per Multi news-  
newssrack Department for a new multi-rack rack  
newssrack, the Company has 30  
days to produce a site plan,  
photograph(s) and installation.  
23  
DRAFT  
Replacement, Removal, Relocation and Reinstallation of Structures, unless specified otherwise  
in the Amendment, the following requirements, standards and liquidated damages amounts for  
Coordinated Franchise Structures shall apply:  
Requirement Standard Liquidated Damage  
Removal of Bus Stop Shelter 5 business days from notification $100 per day, per Bus  
including sidewalk restoration. by the Department Shelter.  
Site plan and photographs for Upon request from the Department $100 per day, per site plan  
replacement, reinstallation or for the replacement, reinstallation and photographs not  
relocation of Bus Shelter or relocation of a Bus Shelter, 30 produced  
days to produce a site plan and  
photographs  
Replacement, reinstallation or Upon site plan approval, 30 days $100 per day, per Bus Shelter  
relocation of Bus Shelter for installation at the same or new not installed and operational  
location.  
Removal of an abandoned or 5 business days from notification $100 per day, per Newsstand.  
unoccupied Newsstand by the Department  
including sidewalk restoration.  
Removal of an APT including The APT shall be closed within 24 $50 per day, per APT.  
sidewalk and utility restoration. hours of notification by the  
Department; and  
removed within 30 days from $500 per week, per APT.  
notification by the Department  
Conduct an engineering 60 days from notification from $200 per week per site plan  
assessment and produce a site DOT and photographs not  
plan and photographs and produced or estimate of  
provide an estimate of installation costs not provided  
installation costs for  
replacement, reinstallation or  
relocation of an APT.  
Replacement, reinstallation or 90 days from all required City $200 per week per APT not  
relocation of an APT. approvals installed and operational  
within 90 days  
Removal of a 10 days from notification by the $50 per day, per Kiosk.  
Information/Computer Kiosk Department  
including sidewalk restoration.  
Replacement, reinstallation or Upon request from the Department $50 per week, per Kiosk.  
relocation of a for the replacement, reinstallation  
Information/Computer Kiosk. or relocation of an  
Information/Computer Kiosk, the  
Company has 30 days to produce a  
site plan, photograph(s) and  
installation at the same or new  
location.  
Removal of a Trash Receptacle 5 days from the notification by the $50 per day, per Receptacle.  
including sidewalk restoration. Department.  
Replacement, reinstallation or 10 days from notification by the $50 per week, per Receptacle.  
relocation of a Trash Department  
Receptacle.  
24  
DRAFT  
Requirement Standard Liquidated Damage  
Removal of a Multi-rack 10 days from notification by the $50 per day, per Multi-rack  
newssrack including sidewalk Department newssrack.  
restoration.  
Replacement, reinstallation or Upon request from the Department $50 per week, per  
relocation of a Multi-rack for the replacement, reinstallation Multi news-rack  
newssrack. or relocation of a multi-rack  
newssrack, the Company has 30  
days to produce a site plan,  
photograph(s) and installation at  
the same or new location.  
Removal of Advertisement 24 hours from notification by the $100 per day, per  
Department to remove advertising Advertisement  
per section 4.4. I  
Removal of Advertisement 48 hours from notification by the $100 per day, per  
Department to remove advertising Advertisement  
per section 4 other than Section  
4.4.1  
Maintenance Standards  
Requirement Standard Liquidated Damage  
Sidewalk and Historic Pavement Repair, replace, or restore to $200 per week, per location.  
prior condition within one week  
after Company becomes aware  
of the problem.  
Electronic Inventory, Failure to provide the initial $50 per day per location.  
Management Information installation at no less than 5  
System DOT locations and initiate  
system training within 20 days  
of the effective date of the  
agreement.  
Failure to install at additional $50 per day per location.  
DOT locations within 5 business  
days of the Department’s  
request for installation.  
Loss of access to system $35 per hour.  
(system down time) and failure  
to restore within 6 hours of  
notification by the Department  
Cleaning and inspection of Twice weekly on $50 per day per structure per  
franchise structures (Bus nonconsecutive days failure for failure to clean and/or  
shelters, exterior of Newsstands, Daily inspection of Newsstand inspect.  
PSS): will include, but not exterior.  
limited to: removal of stickers Within 24 hours after $50 per occurrence.  
and graffiti, removal of debris, Company becomes aware of the  
washing all glass, seating, roofs; problem  
replacing or repairing broken or  
burned out bulbs  
25  
DRAFT  
Requirement Standard Liquidated Damage  
Cleaning of APTs: will include, Daily $50 per failure to clean daily,  
but not limited to cleaning all per APT  
walls, floor, bowl and sink;  
confirming supplies like soap,  
Within 6 hours of inspection or $50 per occurrence, per APT  
toilet paper, disinfectant and  
after Company becomes aware  
seat covers are stocked and  
of the problem.  
dispensers are functioning,  
removal of graffiti, stickers and  
debris, removal and replacement  
of broken lights and inspection  
other functions like hand dryer,  
water pressure, door, and air  
conditioning/heating.  
Snow and ice removal within 3 In compliance with section 3.1 $50 per occurrence, per  
feet of Franchise Structure and of the Franchise Agreement. structure.  
to the curb on the curb side of  
Franchise Structure including  
spreading salt or another  
preferable non-corrosive de-icer  
More than ten percent (twenty At any given time. $100 per occurrence, per day.  
percent for APTs after the  
installation of five APTs) of any  
one type of its Coordinated  
Franchise Structures out of  
service.  
Inspection and Repair  
Requirement Standard Liquidated Damage  
Inspections of electrical wiring At least once each year during $500 per day per structure not  
and connections on Coordinated the Term of the agreement with receiving an inspection and stray  
Franchise Structures including inspection dates recorded in the voltage test by each anniversary  
service and post connections and EIMIS. of the Effective Date.  
testing for stray voltage.  
Preventative Maintenance Semi-annually. The first $100 per day per structure not  
Inspections for bus stop shelters, inspection occurring no later inspected.  
newsstands and PSSs. than seven months after the  
Effective Date with no less than  
five months between subsequent  
inspections. Inspection dates to  
be recorded in the EIMIS.  
Daily Preventative Daily $100 per missed inspection, per  
Maintenance Inspections for APT  
APTs: including but not limited  
to inspecting the seat cover  
dispenser, bowl cleaning and  
washstand systems, floor trap is  
functioning, pushbuttons,  
hardware and locks are all  
functioning, coin insertion and  
26  
DRAFT  
Requirement Standard Liquidated Damage  
information displays panels  
checked, evacuation hopper  
grating is cleaned and entire  
outer surface and access door  
are cleaned, and inspection of  
bowl cleaning shower system.  
Monthly Preventative Monthly $100 per missed inspection, per  
Maintenance Inspection for APT  
APTs: including but not  
limited to complete check of  
air conditioning/heating and  
ventilation system including  
ducts, check of interior lighting  
system, complete check of  
electric wiring and control  
panel, inspection of safety  
controls including alarms and  
indicators, check of  
pressurized air circuit, electric  
operated valves, complete  
review of water circuit and  
other items as outlined in  
proposal.  
Replacement of broken, missing At regular inspection or within $100 per hour, per structure.  
or damaged glass on all 48 hours after Company  
Franchise Structures becomes aware of the problem.  
Repairs, replacement of parts, or Completed within 24 hours after $100 per hour, per structure.  
removal of a structure or Company becomes aware of the  
components as necessary to problem unless a permit is  
ensure public safety including required. Should a permit be  
removal of broken glass, or as required; the repairs or required  
required under Section work is to be completed within  
3.1.5(f)(l) as determined at the 24 hours of the receipt of permit  
sole discretion of the  
Department  
Repairs, replacement of parts, or Completed within 5 days after $100 per day, per structure.  
removal of a structure or Company becomes aware of the  
components that do not pose a problem unless a permit is  
risk to public safety or as required. Should a permit be  
required under Section required; the repairs or required  
3.1.5(f)(2) as determined at the work is to be completed within 5  
sole discretion of the days of the receipt of permit.  
Department  
27  
DRAFT  
Appendix B: New Newsstand Costs  
New Newsstand Build-out Costs  
Section 20-241 of the Administrative Code provides that a newly licensed newsstand operator  
(defined as an operator who is issued a license after the effective date of the franchise agreement)  
shall pay the franchisee for the costs of construction and installation of a new newsstand. The  
reimbursement cost shall be the standard cost set forth below; provided however, such cost may  
be adjusted, at the request of the Company, and in the City’s discretion, subject to Section 20-  
241(c)(2) of the Administrative Code.  
The standard cost of a newsstand will be $25,000 for new licenses issued through December 31,  
2005, and the standard cost of any future newsstands will be adjusted annually thereafter,  
beginning January 1, 2006, by the rate of inflation for the previous calendar year based upon the  
change in the Consumer Price Index Urban (CPIU) for the New York area.  
28  
DRAFT  
Appendix G: Installation, Replacement and Removal of Franchise Structures: Timetables  
Unless specified otherwise in the Amendment, the following timetables for installation,  
replacement and removal of Coordinated Franchise Structures shall apply:  
\*All installation are subject to the inspection provisions in Section 2.4.6(f)  
Bus Shelters\*  
Installation of a Bus Shelter not specified on Upon request from the Department for a new  
the Existing Bus Shelter Replacement bus shelter location the Company has 30 days  
Schedule, including Site Plan and Photographs to produce a site plan and photographs and  
30 days for installation after the Company  
receives site plan approval from DOT in  
accordance with Section 2.4.6(a)(i)  
Removal of a Bus Stop Shelter, including 5 business days from notification by  
sidewalk restoration Department  
Replacement, reinstallation or relocation of a Upon request from the Department for a new  
Bus Shelter bus shelter location the Company has 30 days  
to produce a site plan and photographs and  
30 days for installation after the Company  
receives site plan approval from DOT, all in  
a ccordance with Section 2.4.6(a)(i)  
Newsstands\*  
Removal and replacement of an Existing The replacement of the Existing Newsstand  
Newsstand should take place on the same day but, when  
possible, but no more than 9 days after the  
removal of the Existing Newsstand and  
removal shall take place by the date specified  
in the Replacement Newsstand Schedule, or  
date mutually agreed to by the Company and  
DOT  
Installation of a newly licensed Newsstand Upon request from the Department for a new  
newsstand location the Company has 30 days  
to produce a site plan and photographs and  
30 days for installation after DOT approves  
Site Plan and Con Ed has provided all  
required approvals, all in accordance with  
Section 2.4.6(d)(ii)  
Removal of abandoned or unoccupied 5 business days from notification by  
Newsstand, including sidewalk restoration Department  
Automatic Public Toilets\* (APT)  
Installation of an APT Upon request from the Department for a new  
APT location the Company has 60 days to  
conduct an engineering assessment and  
produce a site plan and photographs and  
provide an estimate of installation costs and  
29  
DRAFT  
90 days for installation after all required City  
approvals are received  
The Company’s obligations set forth above  
shall be tolled during (x) such time that the  
Company redesigns and retools the New  
APTs to adapt them for installation in the  
City, which redesigning and retooling, shall  
begin within fifteen (15) days of the date of  
this Amendment and shall take no longer  
than twelve (12) months and (y) any time  
that access to the site is blocked due to  
circumstances beyond the Company’s  
control.  
Removal of an APT, including sidewalk and The APT shall be closed within 24 hours of  
utility restoration notification by the Department and removed  
within 30 days from receipt of all approvals  
and utility shut-offs, after notification by the  
Department  
Replacement, reinstallation or relocation of an Upon request from the Department for the  
APT relocation of an APT, the Company has 60  
days to conduct an engineering assessment  
and produce a site plan and photographs and  
provide an estimate of installation costs and  
90 days for installation at the same or new  
location after all required City approvals are  
received.  
The Company’s obligations set forth above  
shall be tolled during (x) such time that the  
Company redesigns and retools the New  
APTs to adapt them for installation in the  
City, which redesigning and retooling, shall  
begin within fifteen (15) days of the date of  
this Amendment and shall take no longer  
than twelve (12) months and (y) any time  
that access to the site is blocked due to  
circumstances beyond the Company’s  
control.  
Public Services Structures\*  
Installation of a Trash Receptacle 10 days from notification by the Department  
Removal of a Trash Receptacle, including 5 days from notification by the Department  
sidewalk restoration  
Replacement, reinstallation or relocation of a 10 days from notification by the Department  
Trash Receptacle  
30  
DRAFT  
Installation of an Information/computer kiosks Upon request from the Department for a new  
multi-rack newsrack, 30 days to produce a  
site plan and photographs and 60 days for  
installation after DOT approves site plan  
Removal of an Information/computer kiosks, 10 days from notification by the Department  
including sidewalk restoration  
Replacement, reinstallation or relocation of an Upon request from the Department for the  
Information/computer kiosk relocation of an Information/computer kiosk,  
the Company has 30 days to produce a site  
plan and photographs and 60 days for  
installation after DOT approves site plan  
Installation of a Multi-rack newsrack Upon request from the Department for a new  
multi-rack newsrack, 30 days to produce a  
site plan, photographs and 30 days for  
installation after DOT approves site plan  
Removal of a Multi-rack newsrack, including 10 days from notification by the Department  
sidewalk restoration  
Replacement, reinstallation or Relocation of a Upon request from the Department for a new  
Installation of a Multi-rack newsrack multi-rack newsrack, 30 days to produce a  
site plan and photographs and 30 days for  
installation after DOT approves site plan  
Electronic Inventory, Management Information System  
Provide the initial installation at no less than 5 20 days of the effective date of the agreement  
DOT locations and initiate system training  
Install at additional DOT locations Within 5 business days of the Department's  
request for installation  
Loss of access to system (system down time) Restoration within 6 days of notification by  
the Department  
Advertising Panel  
Removal of Advertising per Section 4.4.1 of 24 hours from notification by the Department  
the Agreement  
Removal of Advertising per Section 4, other 48 hours from notification by the Department  
than Section 4.4.1 of the Agreement  
31  
DRAFT  
SCHEDULE C – GUARANTEED MINIMUM; ALTERNATIVE COMPENSATION  
Guaranteed Minimum  
A B C  
Year Cash Component Alternative Alternative  
($$) Compensation Compensation  
Non-cash ($$) Floor ($$)  
Year 1 (1) 21,299 18,000 NA  
Year 2 (1) 26,951 15,900 No Floor  
Year 3 (1) 33,477 16,300 No Floor  
Year 4 (1) 36,733 16,700 12,000  
Year 5 39,606 17,100 12,360  
Year 6 45,633 17,500 12,731  
Year 7 46,898 18,000 13,113  
Year 8 48,261 18,400 13,506  
Year 9 49,633 18,900 13,911  
Year 10 51,106 20,996.008 14,329  
Year 11 52,588 21,396.008 14,758  
Year 12 54,113 21,896.008 15,201  
Year 13 55,682 22,396.008 15,657  
Year 14 57,295 22,996.008 16,127  
Year 15 58,954 23,496.008 16,661  
Year 16 60,660 23,996.008 17,109  
Year 17 6264,401 24,596.008 17,622  
Year 18 64,17663,834 25,196.008 18,151  
Year 19 50,00049,316(2) 25,796.008  
Year 20 50,00049,316(2) 26,396.008  
Year 21 35,00034,316(3) 26,396.008  
Year 22 35,00034,316(3) 26,396.008  
Year 23 35,00034,316(3) 26,396.008  
Year 24 35,00034,316(3) 26,396.008  
Year 25 35,00034,316(3) 26,396.008  
TOTALS 1,140,466137,336 547,936.127  
Dollars are in Thousands  
(1) Represents Advance Payment of the Cash Component for the first four years of the Term, to be made in  
accordance with Section 9.3 of the Franchise Agreement.  
(2) In addition, the City shall receive: (a) 50% of annual Gross Revenues in excess of $105 million; (b) 52.5%  
of annual Gross Revenues in excess of $150 million; and (c) 55% of annual Gross Revenues in excess of $200  
million.  
(3) In addition, the City shall receive: 50% of annual Gross Revenues in excess of $110 million.; (b) 52.5% of  
annual Gross Revenues in excess of $150 million; and (c) 55% of annual Gross Revenues in excess of $200  
million.  
32  
DRAFT  
SCHEDULE D – FRANCHISE FEE REVISIONS  
I. PSS REVISION  
A. Multi-Rack Newsracks.  
(i) Deduction in Cash. For each newsrack requested by DOT the Company shall  
make a one-time deduction of $4,570 from the Cash Component of the Franchise Fee. Such  
deduction shall be made from the quarter payment in which such multi-rack newsrack was  
installed. Additionally, for each installed multi-rack newsrack the Company shall make a yearly  
deduction of $1120 (evenly divided among each quarterly payment following installation) from  
the Cash Component of the Franchise Fee.  
(ii) Addition to the Franchise Fee. No revenue shall be generated by the Company  
from the multi-rack newsracks.  
B. Trash Receptacles.  
(i) Deduction in Cash. For each trash receptacle requested by DOT the Company  
shall make a one-time deduction of $624 from the Cash Component of the Franchise Fee. Such  
deduction shall be made from the quarter payment in which such trash receptacle was installed.  
Additionally, (a) for each trash receptacle installed on or within a Bus Shelter the Company  
shall make a yearly deduction of $2160 (evenly divided among each quarterly payment  
following installation) from the Cash Component of the Franchise Fee and  
(ii) for every other trash receptacle installed the Company shall make a yearly  
deduction of $720 (evenly divided among each quarterly payment following installation) from  
the Cash Component of the Franchise Fee.  
(ii) Addition to the Franchise Fee. Should the Company place sponsorship  
recognition on Trash Receptacles as permitted by the Agreement, it shall quarterly pay to the  
City, in accordance with Section 9 of the Agreement, 70% of PSS Gross Revenues derived from  
such trash receptacle.  
C. Information/Computer Kiosks.  
(i) Deduction in Cash. For each information/computer kiosk requested by DOT  
the Company shall make a one-time deduction of $22,300 from the Cash Component of the  
Franchise Fee. Such deduction shall be made from the quarter payment in which such  
information/computer kiosk was installed. Additionally, for each installed  
information/computer kiosk the Company shall make a yearly deduction of $3000 (evenly  
divided among each quarterly payment following installation) from the Cash Component of the  
Franchise Fee.  
(ii) Addition to the Franchise fee. Should the Company place sponsorship  
recognition on an information/computer kiosk as permitted by the Agreement, it shall  
quarterly pay to the City, in accordance with Section 9 of the Agreement, 70% of PSS Gross  
33  
DRAFT  
Revenues derived from such information/computer kiosk.  
D. Installation and Maintenance Costs. The one time and quarterly deductions, as set  
forth above in A(i), B(i) and C(i), shall be increased by Consumer Price Index for All Urban  
Consumers, New York-Newark-Jersey City (CPI-U) on each anniversary of the Effective  
Date.  
II. BUS SHELTER FEE ADJUSTMENT  
With reference to Section 2.5.3.3(a) and 2.5.4.5(b) of this Agreement, the Bus Shelter Fee  
Adjustment shall be calculated for Schedule Y Bus Shelters and Fifth Avenue Bus Shelters as  
follows:  
A. For any Schedule Y Bus Shelter designated aa, which rating is based on the  
projected commercial advertising value of the applicable location, the annual  
deduction amount shall be $342,000.  
B. For any Schedule Y Bus Shelter designated a, which rating is based on the projected  
commercial advertising value of the applicable location, the annual deduction  
amount shall be $54,000.  
C. For any Fifth Avenue Bus Shelter that the Company is directed by the City to  
remove, the annual deduction amount shall be calculated as follows:  
(i) In event that the Company’s annual contract year Gross Revenue is $110  
million or greater, the annual deduction amount shall be $550,000 for the first  
Fifth Avenue Bus Shelter, and such amount shall be increased for each additional  
Fifth Avenue Bus Shelter such that the amounts for the second through fifth  
additional Fifth Avenue Bus Shelters are $605,000, $660,000, $715,000, and  
$770,000, respectively, up to the sixth additional Fifth Avenue Bus Shelter,  
which amount shall be $825,000, and which amount shall also apply to each  
additional Fifth Avenue Bus Shelter thereafter; and  
(ii) If the event that Company’s annual contract year Gross Revenue is  
below $110 million, the annual deduction amounts set forth in C(i) directly above  
shall be increased by the annual deduction amounts set forth below, until the sum  
of such annual deduction amounts and annual contract year Gross Revenue  
equals $110 million, up to a maximum additional amount of $550,000 for the  
first Fifth Avenue Bus Shelter, and the maximum additional amount shall be  
increased for each additional Fifth Avenue Bus Shelter such that the maximum  
additional amounts for the second through fifth Fifth Avenue Bus Shelters are  
34  
DRAFT  
$605,000, $660,000, $715,000, and $770,000, respectively, up to the sixth Fifth  
Avenue Bus Shelter, for which the maximum additional amount shall be  
$825,000, which maximum additional amount shall also apply to each additional  
Fifth Avenue Bus Shelter thereafter.  
D. Any Bus Shelter Fee Adjustment shall be taken on an annual basis in the fourth  
quarter of each year of the Term, and the first annual deduction shall be prorated  
from the first full month after it is determined that such Bus Shelter Fee Adjustment  
shall be applied.  
35  
DRAFT  
SCHEDULE Y – SCHEDULE Y BUS SHELTERS  
Columbus Circle (a)  
Broadway between Broome Street and Spring Street (a)  
Broadway between Howard Street and Grand Street (a)  
5th Avenue between 42nd Street and 43rd Street (aa)  
5th Avenue between 44th Street and 45th Street (aa)  
5th Avenue and 55th Street (aa)  
57th Street and Lexington Avenue (a) \* (scaffolding)  
57th Street and Park Avenue (a)  
57th Street between Madison Avenue and Fifth Avenue (aa)  
57th Street between Madison Avenue and Fifth Avenue (aa)  
57th Street and 5th Avenue (aa) \* (scaffolding)  
57th Street and 6th Avenue (a)  
57th Street and 7th Avenue (a) \* (street construction)  
Madison Avenue between 46th Street and 47th Street (a)  
Madison Avenue between 46th Street and 47th Street (a)  
Madison Avenue between 49th Street and 50th Street (a)  
Madison Avenue and 50th Street (a)  
Madison Avenue between 53rd Street and 54th Street (aa)  
Madison Avenue between 54th Street and 55th Street (aa)  
Madison Avenue between 55th Street and 56th Street (aa)  
Madison Avenue between 57th Street and 58th Street (aa)  
Madison Avenue between 59th Street and 60th Street (aa)  
Madison Avenue and 63rd Street (aa) \* (scaffolding)  
Madison Avenue between 65th Street and 66th Street (aa)  
Madison Avenue between 69th Street and 70th Street (aa)  
Madison Avenue between 69th Street and 70th Street (aa)  
Madison Avenue and 71st Street (aa)  
14th Street between 9th Avenue and Washington Street (a)  
Hudson Street and 13th Street (a)  
14th Street between 10th Avenue and Washington Street (a) \* (scaffolding)  
Hudson Street between 13th Street & Gansevoort Street (a)  
42nd Street and Madison Avenue (a)  
42nd Street and 5th Avenue (a)  
42nd Street and Lexington Avenue (a)  
34th Street between 5th Avenue and 6th Avenue (a)  
34th Street and 10th Avenue (a)  
6th Avenue and 45th Street (aa)  
6th Avenue between 54th Street and 55th Street (aa)  
5th Avenue between 16th Street and 17th Street (a) \* (street construction)  
5th Avenue between 13th Street and 14th Street (a)  
36  
DRAFT  
5th Avenue between 9th Street and 10th Street (a)  
Lafayette south of Astor Place (a)  
6th Avenue and 59th Street (a)  
• Locations where there exists construction work (including scaffolding or other physical  
impediments) as of the Effective Date of the First Amendment (“Delayed Sites”) are  
designated with an asterisk (\*) above.  
37  
DRAFT  
SCHEDULE Z  
COMPANY COST BREAKDOWN FOR DEDUCTION AMOUNTS  
AND SPECIAL INSTALLATION COSTS  
The cost of the deduction and other amounts set forth below shall be yearly increased by the  
Consumer Price Index for All Urban Consumers, New York-Newark-Jersey City (CPI-U) on each  
anniversary of the Effective Date of the First Amendment.  
Costs listed below are inclusive of all excavation work and utility installation and concrete pouring  
and shall be deducted from the Cash Component of the Franchise Fee. If any Site Work (as defined  
below) associated with the installation of Coordinated Franchise Structures other than Schedule Y  
Bus Shelter(s) is performed by a third party other than the Company or its contractor /  
subcontractor (for example, if performed by the Metropolitan Transportation Authority or the  
City), then the foregoing deduction will be reduced by the cost of the work performed as detailed  
in the Company’s cost breakdown set forth below. For any work performed by a third-party other  
than the Company or its contractor/subcontractor that is not specifically itemized in this Schedule  
Z, the Company shall submit a detailed cost estimate for such work to DOT, and DOT and the  
Company shall, thereafter, mutually agree on the value of such work. The deduction shall be made  
from the Cash Component of the Franchise Fee to be paid in the fourth quarter of the year in which  
such Coordinated Franchise Structure was installed, unless otherwise noted below.  
I. Bus Shelters Cost Information.  
A. Single Bus Shelter.  
i. Cash Component Deduction for DOT-Designated Bus Shelters (Single). For  
each single DOT-Designated Bus Shelter, the Company shall make a one-time  
deduction from the Cash Component of the Franchise Fee in accordance with  
Sections I(A)(ii) and I(C) hereof. Such deduction shall be made from the fourth  
quarter payment of the year in which such single DOT-Designated Bus Shelter  
was installed.  
ii. Installation Costs.  
The installation costs immediately below exclude foundations and trenching,  
which shall be charged at the actual cost depending upon the distance required  
to connect to the electrical grid (if applicable), as set forth in Section I(C)(i)  
below:  
- $43,000 per unit, installation including an advertising panel  
- $36,200 per unit, installation without an advertising panel  
B. Double Bus Shelter.  
i. Cash Component Deduction for DOT-Designated Bus Shelters (Double). For  
each double DOT-Designated Bus Shelter, the Company shall make a one-time  
deduction from the Cash Component of the Franchise Fee in accordance with  
Sections I(B)(ii) and I(C) hereof. Such deduction shall be made from the fourth  
38  
DRAFT  
quarter payment of the year in which such double DOT-Designated Bus Shelter  
was installed.  
ii. Installation Costs.  
The installation costs immediately below exclude foundations and trenching,  
which shall be charged at the actual cost depending upon the distance required  
to connect to the electrical grid (if applicable), as set forth in Section I(C)(i)  
below:  
- $84,000 per unit, installation including an advertising panel  
- $70,000 per unit, installation without an advertising panel  
iii. Double DOT-Designated Bus Shelter Installations. Each double DOT-  
Designated Bus Shelter shall count as two (2) Bus Shelter installations and two  
(2) Installed Bus Shelters. A double DOT-Designated Bus Shelter is a shelter  
that is greater than 25 feet in length.  
C. Additional Installation Costs.  
i. Foundation and Trenching: In connection with the installation of DOT-  
Designated Bus Shelters, the Company will provide DOT with the distance  
required and related costs for the foundation and trenching to connect such Bus  
Shelters to the electrical grid, if applicable. In all cases, DOT shall approve or  
reject the distance and the cost of the connection prior to the Company  
commencing any roadway work. The cost for such foundations and trenching  
is, as of the date hereof, between $120 and $200 per linear foot (which $200  
pricing, includes additional amounts for (i) construction conducted outside of  
the standard workday and such additional labor costs and the related concrete  
plant opening fees, (ii) curb construction, (iii) additional concrete in the event  
that the necessary foundation is deeper than the standard six (6) inches, and (iv)  
waterproofing). In no case will such additional installation cost be more than  
the actual cost incurred by the Company for foundation work and trenching at  
the particular location, exclusive of overhead or profit.  
ii. Special or Historic Pavements: Certain historic and distinctive streetscapes  
may require additional consideration when undertaking installation and may  
require the incurrence of additional costs. In the event that DOT directs the  
Company to install a DOT-Designated Bus Shelter at a location with decorative  
or special pavers (e.g., marble, granite, cobblestone, blue stone, etc.), such  
installation and/or trenching may be subject to deduction amounts in addition  
to the costs listed in this Schedule Z and such requirements shall be assessed on  
a site-by-site basis. In such event, the Company shall inform DOT of such  
sidewalk conditions and related costs of addressing an installation in such  
location, and the Company shall not proceed with the installation until DOT has  
39  
DRAFT  
approved the procedure for installation and any additional costs that may be  
required. In no case will such additional installation cost be more than the  
actual cost incurred by the Company in connection with the installation of a  
DOT-Designated Bus Shelter at a location with decorative or special pavers,  
exclusive of overhead or profit. Upon such approval, the Company may install  
a DOT-Designated Bus Shelter at such location, and shall provide DOT with  
information required to evidence the additional costs (as well as any other back-  
up DOT may require, including, but not limited to, information regarding costs  
for the manufacturing and installation of the DOT-Designated Bus Shelter). In  
all cases the Company shall install DOT-Designated Bus Shelters in compliance  
with the Agreement, including responsibility for any damage to any sidewalk  
or historic pavement which occurs during installation, such that the sidewalk or  
historic pavement shall be restored to its original condition, subject to the  
inclusion of the DOT-Designated Bus Shelter at such location.  
D. Reductions if any Site Work is Performed by a Third Party.  
i. “Site Work” as used in this Schedule Z shall include all work related to: (a)  
sidewalk opening/demolition; (b) trenching to power source (e.g., light pole);  
(c) underground conduit installation; (d) wire pull from power source to DOT-  
Designated Bus Shelter; (e) concrete restoration (post-installation of DOT-  
Designated Bus Shelter foundation plate installed by the Company), and (f)  
sidewalk resurfacing and finishing.  
ii. For clarity, DOT may perform some or all Site Work, directly or through a third  
party or sub-contractor, and in such event, the deductions set forth in this  
Section I shall reflect whatever reduction is applicable to the Company’s cost  
for work that was undertaken by DOT directly, or indirectly through a sub-  
contractor, and not undertaken by the Company.  
II. APTs  
A. Deductions in the Cash Component. The Cash Component of the Franchise shall be  
adjusted as follows:  
i. For up to the first twenty (20) New APTs (i.e., those New APTs installed pursuant to  
Section 2.4.6(b)(i)-(ii) of this Agreement) by the Unamortized APT Cost of any New  
APT.  
Such deduction shall be made from the Cash Component of the Franchise Fee due in  
the fourth quarter of the last year of the Term.  
ii. For any New APTs installed after the twentieth (20th) New APT is installed (i.e., those  
New APTs installed pursuant to Section 2.4.6(b)(iii) of this Agreement), (x) the full  
40  
DRAFT  
cost of the purchase of such New APT, which shall be $250,000 plus (y) cost of  
installation of such New APT, an estimate for which will be provided by the Company  
in accordance with Appendix G.  
Such deduction shall be made from the Cash Component of the Franchise Fee due in  
the fourth quarter of the year that the applicable New APT was installed.  
B. For each New APT, the “Unamortized APT Cost” shall mean $250,000 less the total  
depreciation allocated for such New APT through the expiration of the Term of this  
Agreement (or earlier removal of such New APT in accordance with this Agreement).  
The formula used to determine the amortization period of the Unamortized APT Cost shall  
be calculated as follows:  
i. On a straight-line basis over a 20-year period; and  
ii. using the actual date of installation of such New APT; and,  
iii. the cost of purchasing each New APT is $250,000.  
C. With respect to those New APTs installed pursuant to Section 2.4.6(b)(i)-(ii) of this  
Agreement, in the event the City directs the Company to install a New APT at a location  
which, after review by the Company, is projected to require installation costs in excess of  
$400,000 (as adjusted annually), the Company shall not be required to install a New APT  
at such location. In such event and if the City determines that such location remains desired  
for a New APT installation, then the Company shall install such New APT and amounts  
incurred by the Company for such installation in excess of $400,000 (as adjusted annually)  
shall also be deducted from the Cash Component due in the fourth quarter payment of the  
year in which such New APT is installed.  
41  
DRAFT  
FIRST AMENDMENT TO AMENDED  
AND RESTATED FRANCHISE AGREEMENT  
THIS FIRST AMENDMENT TO AMENDED AND RESTATED FRANCHISE  
AGREEMENT (this “Amendment”) by and between THE CITY OF NEW YORK (the “City”)  
acting by and through its DEPARTMENT OF TRANSPORTATION (“DOT”), having an  
address at 55 Water Street, New York, New York 10041, and JCDECAUX STREET  
FURNITURE NEW YORK, LLC f/k/a Cemusa NY, LLC, having a place of business at 350  
Fifth Avenue, 73rd Floor, New York, New York 10118 (the “Company”), is executed as of the  
day of , 2023.  
WITNESSETH:  
WHEREAS, on June 26, 2006, Cemusa Inc. and the City acting by and through DOT  
entered into a Franchise Agreement for the Coordinated Street Furniture Franchise for the  
installation, operation and maintenance of Bus Shelters, APTs, and PSSs and for the installation  
and maintenance of Newsstands (the “2006 Agreement”); and  
WHEREAS, on September 20, 2007, Cemusa, Inc. assigned its interest in the 2006  
Agreement to Cemusa NY, LLC, a wholly-owned subsidiary thereof; and  
WHEREAS, at a meeting held on September 30, 2015, the New York City Franchise and  
Concession Review Committee (together with any successor thereto, “FCRC”), acting in  
accordance with its customary procedures, voted on and approved a change in control of Cemusa  
NY, LLC, pursuant to which all shares of Cemusa, Inc. were transferred from CEMUSA-  
Corporación Europea de Mobiliario Urbano, S.A. to JCDecaux North America, Inc., together with  
certain other amendments, clarifications and provisions updating the 2006 Agreement as fully set  
forth in the 2015 Agreement as defined below; and  
WHEREAS, on October 1, 2015, the Company and the City, acting by and through DOT,  
entered into an Amended and Restated Agreement for the Coordinated Street Furniture Franchise  
(the “2015 Agreement”, and together with this Amendment, the “Agreement”); and  
WHEREAS, on or about December 10, 2015, Cemusa NY, LLC changed its company  
name to JCDecaux Street Furniture New York, LLC; and  
WHEREAS, on or about December 10, 2015, Cemusa, Inc. changed its company name to  
JCDecaux Street Furniture, Inc.; and  
WHEREAS, the parties wish to amend the 2015 Agreement to extend the term of the 2015  
Agreement and to incorporate additional rights and responsibilities, including, without limitation,  
an increase in the overall number of Bus Shelters and APTs that the Company may install, maintain  
and operate (the “2023 Increase in Bus Shelters and APTs”), and the modification of certain  
revenue requirements applicable to the Company; and  
1  
DRAFT  
WHEREAS, DOT considered the potential environmental impact resulting from the 2023  
Increase in Bus Shelters and APTs and determined that it is a Type II action and not subject to  
further environmental review; and  
WHEREAS, the New York City Council referred an Authorizing Resolution to The  
Subcommittee on Zoning and Franchises which held a public hearing on May 2, 2023, to consider  
the authorization of the extension of the term of the 2015 Agreement; and  
WHEREAS, on May 11, 2023, the New York City Council, acting in accordance with its  
customary procedures, voted on and approved Resolution No. 625 (attached as Exhibit M hereto),  
authorizing the extension of the term of the 2015 Agreement by five years; and  
WHEREAS, on , 2023, the FCRC held a public hearing to consider  
the proposed amendments to the 2015 Agreement; and  
WHEREAS, at a meeting held on , 2023, the FCRC, acting in  
accordance with its customary procedures, voted on and approved the proposed amendments to  
the 2015 Agreement, all as fully set forth in this Amendment.  
NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby  
made a part of this Amendment, the mutual covenants and agreements herein contained, and other  
good and valuable consideration, the parties hereby covenant and agree as follows:  
1. Unless otherwise noted in this Amendment, all capitalized terms in this  
Amendment shall have the meanings ascribed to them in the 2015 Agreement and all provisions  
shall remain in full force and effect unless otherwise modified herein.  
2. All references to Cemusa NY, LLC and Cemusa, Inc. in the 2015 Agreement shall  
be deemed to mean JCDecaux Street Furniture New York, LLC and JCDecaux Street Furniture,  
Inc., respectively (other than with respect to Sections 1.9 and 1.59).  
3. Section 1.46 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“1.46 “New Bus Shelter(s)” means bus shelters installed or to be installed by the  
Company in conformity with the Plans and Specifications, which replace Existing Bus  
Shelters or are placed, at DOT’s request as contemplated in this Agreement, at other  
locations, and shall also include Reciprocal Bus Shelters, Fifth Avenue Bus Shelters,  
Schedule Y Bus Shelters, DOT-Designated Bus Shelters, and the Bus Shelters  
contemplated in Section 9.17.”  
4. Section 1 of the 2015 Agreement is hereby revised to add a new Section 1.78 titled  
“Additional New Defined Terms” as follows:  
(a) “Bus Shelter Fee Adjustment” shall have the meaning given in Section 2.5.3.3(a)  
hereof.  
2  
DRAFT  
(b) “DOT-Designated Bus Shelters” shall have the meaning given in Section 2.5.3.3(d)  
hereof.  
(c) “Delayed Sites” shall have the meaning given in Section 2.5.3.3(a) hereof and Schedule  
Y hereto.  
(d) “Existing APTs” means the six (6) existing APTs installed under this Agreement as of  
the Effective Date of the First Amendment, which APTs are located (i) outside Madison  
Square Park, (ii) at Corona Plaza, (iii) outside Prospect Park on Flatbush Avenue, (iv)  
at Plaza de las Americas, (v) at Fordham Plaza, and (vi) in Williamsburg near the  
Metropolitan Transportation Authority bus depot.  
(e) “Effective Date of the First Amendment” is day 1 of contract year 18 (which is June  
26, 2023).  
(f) “First Amendment” means this First Amendment to Amended and Restated Franchise  
Agreement, dated as of June\_\_\_\_, 2023.  
(g) “New APT(s)” means the APT model offered by the Company known, as of the  
Effective Date of the First Amendment, as a “JCDecaux Infinity APT”.  
(h) “Non-Traditional Advertising” shall have the meaning given in Section 4.4.2 hereof.”  
(i) “Phase Two APT(s)” means collectively, the up to twenty (20) New APTs installed  
pursuant to Section 2.4.6(b)(iii) of this Agreement.  
(j) “Post-Year 20 Permit” shall have the meaning given in Section 2.5.3.3(b) hereof.  
(k) “Replacement Bus Shelter Standard” shall have the meaning given in Section 2.5.3.3(a)  
hereof.  
(l) “Required Approvals” shall have the meaning given in Section 2.4.4(a) hereof.  
(m) “Schedule Y Bus Shelters” shall have the meaning given in Section 2.5.3.3(a) hereof.  
5. Section 2.1 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.1 Term. This Agreement, and the franchise granted hereunder, shall commence upon  
the Effective Date, and shall continue for a term of twenty-five (25) years from the  
Effective Date, unless this Agreement is earlier terminated as provided in this Agreement  
(the “Term”).”  
6. Section 2.4.4(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
3  
DRAFT  
“(a) Before installing any Coordinated Franchise Structure, the Company shall obtain, at  
its sole cost and expense, any necessary permits, authorizations, approvals, consents,  
licenses, and certifications required for each Coordinated Franchise Structure (“Required  
Approvals”), including, but not limited to: (i) pursuant to all City laws, rules and codes  
related to materials and construction and all applicable sections of the building, plumbing  
and electrical codes of the City; (ii) all permits, authorizations, approvals, consents,  
licenses and certifications required by DOT, Landmarks, the Public Design Commission,  
and any other agency of the City with jurisdiction over the property on which the applicable  
Coordinated Franchise Structure is to be located; (iii) any necessary permits,  
authorizations, approvals, consents, licenses, and certifications required pursuant to any  
applicable state and federal laws, rules, regulations and policies, writs, decrees, and  
judgments; and (iv) any necessary permits, authorizations, approvals, consents, licenses,  
and certifications from Persons to use a building or other private property, easements,  
poles, and conduits.”  
7. Section 2.4.6(a)(i) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(i) The Company shall construct and install in locations as set forth in Schedule A attached  
hereto, and in such other locations as may be directed by DOT, at least 3,300 New Bus  
Shelters by the fifth anniversary of the Build Start Date, with at least 650 New Bus Shelters  
in total having been installed by the first anniversary of the Build Start Date, at least 1,350  
New Bus Shelters in total having been installed by the second anniversary of the Build  
Start Date, at least 2,000 New Bus Shelters in total having been installed by the third  
anniversary of the Build Start Date, at least 2,650 New Bus Shelters in total having been  
installed by the fourth anniversary of the Build Start Date and at least 3,300 New Bus  
Shelters having been installed by the fifth anniversary of the Build Start Date. The  
Company may, but shall not be required to, exceed the foregoing minimum number of  
installations during the time periods referred to in the preceding sentence with the consent  
of DOT.  
The replacement of Existing Bus Shelters at the locations set forth in Schedule A shall take  
place in accordance with a schedule to be proposed by the Company and approved by DOT  
(the “Existing Bus Shelter Replacement Schedule”), which shall be consistent with the  
overall construction and installation schedule contemplated by this Agreement and shall  
provide that, each year, 20% of replacements take place at locations allocated to NYCMDC  
as set forth in Exhibit H attached hereto. The Existing Bus Shelter Replacement Schedule  
shall include, at a minimum, for each month of the build-out years, the location of each  
Existing Bus Shelter scheduled to be replaced, the projected date for submission of a site  
plan and photographs, and the projected date for installation.  
Upon notification from DOT that a site plan and photographs are required for a location  
other than as specified in the Existing Bus Shelter Replacement Schedule, including, but  
not limited to, the locations for additional New Bus Shelters as set forth in Section 2.5.3.3  
below, but excluding any locations for Schedule Y Bus Shelters, the Company shall have  
thirty (30) days to deliver the site plan and photographs to DOT. DOT shall notify the  
4  
DRAFT  
Company when the site plan is approved, or whether changes are required. The Company,  
upon the receipt of an approved site plan from DOT, shall have thirty (30) days to install  
the New Bus Shelter. With respect to additional New Bus Shelters, which are DOT-  
Designated Bus Shelters or Schedule Y Bus Shelters, the Company shall commence  
installations no later than January 1st, 2024, (subject to any City holiday construction  
embargoes) and shall diligently install DOT-Designated Bus Shelters at the rate of not less  
than thirty-five (35) per month, unless a lesser number shall be directed by DOT, and  
subject to any weather and site conditions outside the control of the Company. The  
Company may request an extension of time to install the New Bus Shelters, which may be  
granted by DOT in writing in its reasonable discretion; provided, however, that if changes  
are required by DOT, an extension shall be granted for a reasonable period of time  
commensurate with the nature of the required changes.  
In addition, and subject to the terms of this Agreement, the Company shall construct, install  
and maintain the additional New Bus Shelters as set forth in Section 2.5.3.3 below;  
provided, however, that the total number of Bus Shelters in service at any point in time  
shall not exceed 3,850 except by mutual agreement of the City and the Company.”  
8. Section 2.4.6(b) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(b) The Company shall remove Existing APTs and shall install New APTs in accordance  
with the following:  
(i) The Company shall, at DOT’s direction, remove and dispose of the Existing  
APTs, and shall construct, install, and maintain six (6) New APTs in the  
same locations, in accordance with the time frames set forth in Appendix G  
attached hereto and the financial provisions set forth under Section II in  
Schedule Z attached hereto; provided, however, that the Company’s  
obligations set forth in this sentence shall be tolled during (x) such time that  
the Company redesigns and retools the New APTs to adapt them for  
installation in the City, which subject to the immediately succeeding clause  
(y) redesigning and retooling, shall begin within fifteen (15) days of the  
Effective Date of the First Amendment and shall take no longer than twelve  
(12) months and (y) any time that access to the subject site is blocked due  
to circumstances beyond the Company’s control. The Company shall be  
responsible for the cost of removal and disposition of any Existing APTs;  
(ii) The Company shall also, at DOT’s direction, construct, install, and maintain  
fourteen (14) additional New APTs in locations as directed by the City, in  
accordance with the time frames set forth in Appendix G and the financial  
provisions set forth under Section II of Schedule Z, provided, however, that  
the Company’s obligations set forth in this sentence shall be tolled during  
(x) such time that the Company redesigns and retools the New APTs to  
adapt them for installation in the City, which, subject to the immediately  
succeeding clause (y), redesigning and retooling, shall begin within fifteen  
5  
DRAFT  
(15) days of the Effective Date of the First Amendment and shall take no  
longer than twelve (12) months and (y) any time that access to the subject  
site is blocked due to circumstances beyond the Company’s control; and  
(iii) After the construction and installation of the fourteen (14) New APTs as set  
forth in Section 2.4.6(b)(ii) above, the Company shall then, at DOT’s  
direction, construct, install and maintain up to twenty (20) additional New  
APTs in locations as directed by the City in accordance with the time frames  
set forth in Appendix G and the financial provisions set forth under Section  
II of Schedule Z, provided, however, that the Company’s obligations set  
forth in this sentence shall be tolled during any time that access to the site  
selected by the City is blocked due to circumstances beyond the Company’s  
control.  
(iv) After installing any New APT, the Company shall operate and maintain  
such New APTs at the Company’s sole cost and expense and in accordance  
with the terms and conditions of this Agreement.”  
9. Section 2.4.6(d)(iii) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(iii) The Company shall construct and install in locations as set forth in Schedule B  
attached hereto, and in such other locations as may be directed by the City, at least 330  
Newsstands, which may include Replacement Newsstands and/or New Newsstands with  
at least 110 Newsstands, as selected by the City in its sole discretion, being installed by the  
first anniversary of the Build Start Date, with at least 220 Newsstands, as selected by the  
City in its sole discretion, being installed by the second anniversary of the Build Start Date,  
and at least 330 Newsstands being installed by the third anniversary of the Build Start Date.  
The Company’s obligations set forth in the preceding sentence shall, to the extent that the  
above time schedule cannot be met because access to any site is blocked due to  
circumstances outside the Company’s control, be tolled during such time access is blocked.  
The Company may, but shall not be required to, exceed the foregoing minimum number of  
installations during the time periods referred to in the preceding sentence with the consent  
of DOT. Additionally, the Company shall construct and install at the option of the City in  
its sole discretion additional New Newsstands necessary for operation under any new  
license issued throughout the Term by the Department of Consumer and Worker Protection  
(formerly known as the Department of Consumer Affairs) or any successor thereto. All  
Newsstands constructed shall include, at the Company’s sole cost and expense, necessary  
electric and telephone hook-ups and infrastructure required by the appropriate utility to  
establish a separate account for the Newsstand Operator’s usage of electricity in the  
Newsstand. However, the New Newsstand Operators will be required to reimburse the  
Company for the costs and expenses of the construction and installation including costs  
associated with any interior electric and/or telephone hookups to the Newsstand, in  
accordance with Appendix B attached hereto; provided, however, that the City shall not be  
responsible for reimbursement to the Company for the New Newsstands in the event that  
the Company does not receive such compensation from the New Newsstand Operators and  
6  
DRAFT  
further provided that the Company shall not be required to lend any Newsstand Operator  
any amounts associated with the construction, installation or relocation of a Newsstand,  
including, but not limited to, the New Newsstand Costs described in Appendix B. Upon  
payment of the amount required, the Company shall provide the New Newsstand  
Operator(s) with proof of payment.”  
10. The 2015 Agreement is hereby revised to add a new Section 2.5.3.3 as follows:  
“2.5.3.3. Additional New Bus Shelters. The Company shall construct, install, and maintain  
additional New Bus Shelters as follows:  
(a) Subject to subsection (b) below, the Company shall construct, install, and maintain, at  
the Company’s sole cost and expense and in accordance with the terms and conditions  
of this Agreement, up to forty-three (43) New Bus Shelters at locations designated in  
the attached Schedule Y (the “Schedule Y Bus Shelters”). The Company shall submit  
site plans for the location of each Schedule Y Bus Shelter to DOT as soon as is  
reasonably practicable, and DOT shall provide the Company with approval of such site  
plans within forty-five (45) days of the submission and resubmission, if applicable, by  
the Company of any site plan for such Schedule Y Bus Shelter or such other reasonable  
time frame as may be agreed upon by the Company and DOT. Thereafter the City shall  
issue all Required Approvals promptly and in no event more than thirty (30) days after  
submission by the Company.  
Subject to subsection (b) below, in the event that (a) the Company has timely applied  
for all applicable Required Approvals and does not receive all such Required Approvals  
for the locations of one or more of the forty-three (43) Schedule Y Bus Shelters by  
December 31, 2023 or (b) the Required Approvals for any location or locations on  
Schedule Y are timely provided to the Company, but later revoked prior to the  
installation of the applicable Schedule Y Bus Shelter(s), the Company shall use good  
faith efforts to identify one or more additional and/or alternative location(s) for such  
Schedule Y Bus Shelter(s) that the Company reasonably determines would in the  
aggregate generate approximately equal gross revenue (the “Replacement Bus Shelter  
Standard”). The installation of such replacement Bus Shelters in such additional and/or  
alternative location(s) satisfying the Replacement Bus Shelter Standard shall be subject  
to the approval of the City. If, after good faith discussions between the Company and  
DOT, which shall take place within thirty (30) days of the Company’s request unless  
such time period is extended by mutual agreement of the Company and DOT, the City  
does not approve the installation of the proposed replacement Bus Shelter(s) satisfying  
the Replacement Bus Shelter Standard or the Company, after good faith efforts, cannot  
identify additional or alternative locations satisfying the Replacement Bus Shelter  
Standard, and the total number of Schedule Y Bus Shelters falls below forty-three (43)  
including approved replacement Bus Shelters, the Cash Component of the Franchise  
Fee shall be adjusted as set forth in Schedule D (“Bus Shelter Fee Adjustment”) for  
each such unavailable Schedule Y Bus Shelter below forty-three (43).  
7  
DRAFT  
Further, no Bus Shelter Fee Adjustment shall be available for a Schedule Y location  
that is found to be infeasible (x) due to physical conditions as of the Effective Date of  
the First Amendment that would prevent installation of a Bus Shelter at the site (e.g.,  
underground vaults) or (y) due to construction (including scaffolding or other physical  
impediments) that prevents the installation of a New Bus Shelter at such Schedule Y  
Bus Shelter location; provided further that the Company may elect to reject such  
previously approved location and request an alternate site in accordance with the  
Replacement Bus Shelter Standard and the timeline set forth above. Notwithstanding  
the foregoing, as to those Schedule Y Bus Shelter sites where there exists construction  
work (including scaffolding or other physical impediments) as of the Effective Date of  
the First Amendment, as designated in the attached Schedule Y (collectively, the  
“Delayed Sites”), the Company may, but shall not be obligated to submit, and DOT  
shall not be obligated to approve until the Company submits a site plan, until after such  
construction work is completed and impediments removed, and such Delayed Sites  
shall not be eligible for a Bus Shelter Fee Adjustment until the subject impediment has  
been eliminated; provided, further that such Delayed Sites shall be subtracted from the  
Schedule Y total until such impediments have been removed, such that the number  
forty-three (43) set forth in this paragraph shall be reduced by the number of Delayed  
Sites. Notwithstanding anything to the contrary, the Company may request alternate  
locations for any or all such Delayed Sites and such request(s) will be processed by  
DOT as prescribed for Schedule Y locations. If such alternate locations result in the  
installation of a Bus Shelter then such location shall be substituted on Schedule Y as if  
it had been initially included.  
(b) After the construction and installation of the Schedule Y Bus Shelters, the Company  
may request to construct, install, and maintain, at the Company’s sole cost and expense,  
additional Schedule Y Bus Shelters, which the DOT may authorize if the Company has  
provided reasonable evidence that such proposed Schedule Y Bus Shelter would be  
high-revenue, would serve transit riders and is technically feasible. Notwithstanding  
anything to the contrary, with respect to installation permits that the City agrees to issue  
after the end of contract year 20 (“Post-Year 20 Permit”), the Company may decline to  
install a Schedule Y Bus Shelter at such location, in which case the annual deduction  
shall become unavailable for such location.  
(c) The Company shall construct, install, and maintain, at the Company’s sole cost and  
expense and in accordance with the terms and conditions of this Agreement, at least  
five (5) and up to twenty-one (21) New Bus Shelters, in such locations as may be  
directed by DOT, subject to reconciliation between the Company and DOT of the  
number of New Bus Shelters remaining to be installed under the 2015 Agreement.  
(d) Additionally, the Company shall, at DOT’s direction, construct, install, and maintain  
three hundred and one (301) New Bus Shelters at locations designated by DOT (“DOT-  
Designated Bus Shelters”). The Company shall install a minimum of thirty-five (35)  
DOT-Designated Shelters per month starting on January 1, 2024, unless a lesser  
number shall be directed by DOT or otherwise agreed by DOT and the Company, and  
subject to any weather and site conditions outside the control of the Company. Upon  
8  
DRAFT  
the installation of a DOT-Designated Bus Shelter, the Cash Component of the  
Franchise Fee for the then-current year of this Agreement shall be adjusted in  
accordance with the financial provisions set forth under Section I(A) Cash Component  
Deductions for DOT-Designated Bus Shelters (Single) or Section I(B) Cash  
Component Deductions for DOT-Designated Bus Shelters (Double) of Schedule Z  
annexed hereto, as applicable. After installing the DOT-Designated Bus Shelters, the  
Company shall operate and maintain said DOT-Designated Bus Shelters at the  
Company’s sole cost and expense and in accordance with the terms and conditions of  
this Agreement.”  
11. Section 2.5.4.1 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.5.4.1. Public Utilities, Other. The Company shall remove, replace, relocate, or reinstall,  
at its sole cost and expense (excluding Phase Two APTs, the payment for which shall be  
the responsibility of the City unless such removal or replacement is due to defects that  
cannot be repaired and are the responsibility of the Company under this Agreement),  
subject to Section 2.5.4.5 hereof, at the request of the City, any Coordinated Franchise  
Structure, which interferes with the construction, maintenance or repairs of public utilities,  
public works or public improvements. The Company shall not be responsible for the costs  
and expenses of any removal, replacement, relocation and/or reinstallation requested by  
the City except as set forth in the preceding sentence or as expressly required elsewhere in  
this Agreement, including, but not limited to, Section 2.5.4.2 hereof. Nothing in this  
Agreement shall abrogate the right of the City to change the grades or lines of any  
Inalienable Property of the City, or perform any public works or public improvements, or  
any street widening project, or any other capital project of any description. In the event that  
the Company refuses or neglects to so remove, replace, relocate or reinstall such  
Coordinated Franchise Structures as directed by the City, the City shall have the right to  
remove, replace, relocate or reinstall such Coordinated Franchise Structures without any  
liability to the Company, and the Company shall pay to the City the costs incurred in  
connection with such removal, replacement, relocation or reinstallation and for any other  
costs or damages incurred by the City including, but not limited to repair and restoration  
costs, arising out of the performance of such work.”  
12. Section 2.5.4.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“2.5.4.2. Public Use, Other. The City shall have the right at any time to inspect any  
Coordinated Franchise Structures and order the removal, replacement, relocation or  
reinstallation of any of the Coordinated Franchise Structures, at the sole cost and expense  
of the Company (excluding Phase Two APTs, the payment for which shall be the  
responsibility of the City unless such removal or replacement is due to defects that cannot  
be repaired and are the responsibility of the Company under this Agreement), subject to  
Section 2.5.4.5 hereof, upon a determination in the City's sole discretion that any of the  
Coordinated Franchise Structures, unreasonably interferes or will unreasonably interfere  
with the use of a street by the public, constitutes a public nuisance, creates a security  
9  
DRAFT  
concern, or is, or has otherwise become, inappropriate at a particular location, or that such  
removal, replacement, relocation, or reinstallation is necessary to address changing  
conditions. In the event that the Company fails to so remove, replace, relocate, or reinstall  
any of the Coordinated Franchise Structures as directed by the City, the City shall have the  
right to remove, replace, relocate, or reinstall such Coordinated Franchise Structures  
without any liability to the Company, and the Company shall pay to the City the costs  
incurred in connection with such removal, replacement, relocation or reinstallation and for  
any other costs or damages incurred by the City, including but not limited to, repair and  
restoration costs, subject to Section 2.5.4.5 hereof. If a Coordinated Franchise Structure is  
required to be removed and/or relocated because the City mistakenly identified a location  
listed on Schedule A or Schedule B as Inalienable Property of the City, the City shall  
require the Company to remove and/or relocate such Coordinated Franchise Structure and  
shall pay to the Company the costs incurred in connection with such removal and/or  
relocation and for any other costs or damages incurred by the Company, including but not  
limited to repair, and restoration costs.”  
13. The 2015 Agreement is hereby revised to add a new Section 2.5.4.5 as follows:  
“2.5.4.5. Limitation on Relocations and Reinstallations of Bus Shelters.  
(a) The Company shall perform all removals, replacements, relocations, and reinstallations  
of Bus Shelters, as set forth in Section 2.5.4; provided, however, other than with respect to  
emergency relocations or reinstallations required pursuant to Section 2.5.4.4, the City shall  
limit to fifty (50) the annual number of relocations or reinstallations of Bus Shelters per  
contract year. Above fifty (50), should the City determine in good faith that application of  
such limit is impracticable in any year, the Company shall remain obligated to perform all  
relocations and reinstallations of Bus Shelters above such limit as directed by the City and  
shall provide, at the City’s request, an estimate of the costs for any such relocations and  
reinstallations, for which the City shall be responsible. With respect to any removal,  
replacement, relocation, or reinstallation of a Bus Shelter, the DOT shall make reasonable  
efforts to coordinate the removal, replacement, relocation or reinstallation of the Bus  
Shelter and the affected sidewalk work with the Company in order to mitigate the costs  
related to such removal, replacement, relocation, or reinstallation of a Bus Shelter.  
(b) If the City shall require the removal or relocation of any Fifth Avenue Bus Shelter, the  
Company and DOT shall use good faith efforts to identify one or more additional and/or  
alternative location(s) on Fifth Avenue between 42nd Street and 59th Street. The installation  
of such replacement Bus Shelters in such additional and/or alternative locations shall be  
subject to the approval of the City. If the City does not approve the installation of the  
proposed replacement Bus Shelter(s) in such additional and/or alternative locations and  
requires removal of a Fifth Avenue Bus Shelter, the Cash Component of the Franchise Fee  
shall be adjusted under the Bus Shelter Fee Adjustment formula for Fifth Avenue Bus  
Shelters set forth in Schedule D.  
14. Section 3.1.1(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
10  
DRAFT  
“(a) All maintenance of the Bus Shelters, including, but not limited to, preventative  
maintenance, cleaning and removing graffiti, dirt, stickers and refuse from the Bus  
Shelters, must occur on at least two nonconsecutive days each week in accordance with a  
plan to be reasonably approved by the DOT annually; promptly clearing and removing  
excessive roof debris (e.g., leaves), snow and ice from the ground in and around the Bus  
Shelters up to three feet on each side of the Bus Shelter and to the Curb on the Curb-side  
of the Bus Shelter (including clearing a three-foot access path for wheelchairs in the case  
of snow and ice and spreading salt or ice remover). Notwithstanding anything to the  
contrary, the Company shall commence snow removal in accordance with a snow removal  
protocol to be reasonably agreed upon by DOT and the Company; provided, however, that  
snow removal shall commence within four (4) hours after the snow ceases to fall as  
provided in section 16-123 of the New York City Administrative Code, and the Company  
shall diligently and continuously complete removal of snow from all Bus Shelters, and  
provided further, that in the absence of an agreed-upon snow removal protocol as set forth  
herein, the Company shall comply with the regulations for snow removal set forth in  
section 16-123(a) of the New York City Administrative Code in effect as of the date of  
Effective Date of the First Amendment.  
15. Section 3.1.2(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
“(a) All maintenance of the APTs, including, but not limited to, preventative maintenance,  
cleaning, removing graffiti, dirt, stickers, and refuse, and restocking dispensers on a daily  
basis in accordance with a plan to be reasonably approved by the DOT annually, promptly  
clearing and removing excessive roof debris (e.g., leaves), snow and ice from the ground  
in and around the APTs up to three feet on each side of the APT and to the Curb on the  
Curb-side of the APT (including clearing a three-foot access path for wheelchairs in the  
case of snow and ice and spreading salt or ice remover), prompt response to self-activating  
maintenance and operating warning systems, and ensuring comfortable interior  
temperature, ventilation and illumination between the hours of eight a.m. and eight p.m.  
daily unless longer hours are otherwise directed by DOT in its reasonable discretion.  
Notwithstanding anything to the contrary, the Company shall commence snow removal in  
accordance with a snow removal protocol to be reasonably agreed upon by DOT and the  
Company; provided, however, that snow removal shall commence within four (4) hours  
after the snow ceases to fall as provided in section 16-123 of the New York City  
Administrative Code, and the Company shall diligently and continuously complete  
removal of snow from all APTs, and provided further, that in the absence of an agreed-  
upon snow removal protocol as set forth herein, the Company shall comply with the  
regulations for snow removal set forth in section 16-123(a) of the New York City  
Administrative Code in effect as of the date of the Effective Date of the First Amendment.  
16. Section 3.1.4(a) of the 2015 Agreement is hereby stricken in its entirety and  
replaced with the following:  
11  
DRAFT  
“(a) the Company shall be responsible for all maintenance of the exterior of the  
Replacement and New Newsstands, in cooperation with the Newsstand Operators  
including, but not limited to, preventative maintenance, cleaning and removing graffiti,  
dirt, stickers and refuse on the exterior of the Newsstand on at least two nonconsecutive  
days each week in accordance with a plan to be reasonably approved by the DOT annually,  
promptly clearing and removing excess excessive roof debris (e.g., leaves), snow and ice  
from the ground in and around the Newsstands up to three feet on each side of the  
Newsstand and to the Curb on the Curb-side of the Newsstand (including clearing a three-  
foot access path for wheelchairs in the case of snow and ice and spreading salt or ice  
remover) and daily inspections of the Newsstands for damage, debris, and unsafe  
conditions. Notwithstanding anything to the contrary, the Company shall commence snow  
removal in accordance with a snow removal protocol to be reasonably agreed upon by DOT  
and the Company; provided, however, that snow removal shall commence within four (4)  
hours after the snow ceases to fall as provided in section 16-123 of the New York City  
Administrative Code, and the Company shall diligently and continuously complete  
removal of snow from all Newsstands, and provided further, that in the absence of an  
agreed-upon snow removal protocol as set forth herein, the Company shall comply with  
the regulations for snow removal set forth in section 16-123(a) of the New York City  
Administrative Code in effect as of the date of the Effective Date of the First Amendment.  
The Company shall also be responsible for inspections of electrical wiring and connections  
including service and post connections and testing for stray voltage (such inspections and  
testing may be part of regularly scheduled general inspections or otherwise) at least once  
each year during the Term. The Company shall record in EIMIS the date(s) of such  
inspections and testing; provided, however,”  
17. Section 4.4.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“4.4.2. Other Media. At the Company’s request, DOT may permit, in the DOT’s  
discretion not to be unreasonably withheld, temporary advertising wrapping of the  
Coordinated Franchise Structures and/or temporary innovative build-outs (“Non-  
Traditional Advertising”) of up to ten (10) Coordinated Franchise Structure locations per  
month for a limited time period, and the dimension specifications set forth in Appendix D  
shall not apply to such Non-Traditional Advertising. Electronic media will be permitted on  
a case-by-case basis and, except for backlighting of printed posters (the Company shall be  
permitted to use backlighting of advertising on Coordinated Franchise Structures except  
where prohibited by rules or regulations of Landmarks), will be subject (except as may  
otherwise be permitted by the City) to the applicable zoning regulations for property  
adjacent to the site, and shall be subject to all applicable approvals by City agencies. Audio  
advertising will not be permitted, provided, however, an audio component used in  
connection with an information/computer kiosk may be permitted in the sole discretion of  
DOT.”  
12  
DRAFT  
18. The 2015 Agreement is hereby revised to add a new Section 8.5 as follows:  
“8.5 Obligation to Use MWBE Contractors and Subcontractors. The Company certifies  
that, after the Effective Date of the First Amendment, to the extent the Company utilizes  
contractors and subcontractors for the labor and materials involved in performance of its  
obligations under this Agreement, it shall utilize minority-owned business enterprises and  
women-owned business enterprises certified in accordance with Section 1304 of the  
Charter (“MWBEs”) in order to meet an MWBE participation goal of thirty percent (30%);  
provided that, if after diligent efforts, as reasonably satisfactory to DOT, the Company  
cannot identify a certified MWBE to fulfill certain product requirements (for example,  
specialized custom-fabricated digital equipment), such work shall not be considered in  
calculating the foregoing percentage of MWBE participation.”  
19. Section 9.2 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“9.2 Compensation.  
9.2.1. Effective Date Through Year 18 of the Term. As compensation for the  
franchise, commencing on the Effective Date and through the 18th year of the Term, and as  
set forth in this Section 9, the Company shall pay and/or provide (as the case may be) to  
the City with respect to each year of the Term (subject to the remaining provisions of this  
Section 9 and any reductions required pursuant to Schedule Z and Schedule D):  
the greater of:  
(i) 50% of Gross Revenues for such year of the Term; or  
(ii) the Cash Component for such year of the Term;  
plus  
the Alternative Compensation for such year of the Term as the Franchise Fee; provided  
however that, in any year of the Term in which 50% of Gross Revenues is greater than  
the Cash Component, the Cash Component will be increased and the Alternative  
Compensation will be reduced by the actual amount of the positive difference obtained  
by subtracting the amount of the Cash Component (as set forth in Schedule C for such  
year, i.e., prior to any adjustment) from 50% of Gross Revenues for such year; provided  
further however that the Alternative Compensation shall not be reduced by, nor the Cash  
Component increased by, an amount which would reduce Alternative Compensation  
below the amount set forth in Column C of Schedule C for such year. The adjustments  
to the Alternative Compensation contemplated in this Section 9.2.1 shall be made in the  
year of the Term following the year of the Term to which they apply, due to the inability  
to adjust Alternative Compensation retroactively.  
13  
DRAFT  
For the avoidance of doubt, several examples of the calculation of the Franchise  
Fee in a variety of circumstances are set forth on Schedule 9.2 to this Agreement.  
9.2.2. Years 19 and 20 of the Term. As compensation for the franchise for years  
19 and 20 of the Term, the Company shall pay and provide (as the case may be) to the City  
with respect to years 19 and 20 of the Term (subject to the remaining provisions of this  
Section 9 and any reductions required pursuant to Schedule Z and Schedule D), the Cash  
Component as set forth in Column A of Schedule C for such year plus the Alternative  
Compensation for such year of the Term. In addition, for each such year of the Term, the  
City shall receive: (a) 50% of annual Gross Revenues in excess of $105 million; (b) 52.5%  
of annual Gross Revenues in excess of $150 million; and (c) 55% of annual Gross  
Revenues in excess of $200 million.  
9.2.3. Years 21 through 25 of the Term. As compensation for the franchise for  
years 21 through 25 of the Term, the Company shall pay and provide (as the case may be)  
to the City with respect to years 21 through 25 of the Term (subject to the remaining  
provisions of this Section 9 and any reductions required pursuant to Schedule Z and  
Schedule D), the Cash Component as set forth in Column A of Schedule C for such year  
plus the Alternative Compensation for such year of the Term. In addition, for each such  
year of the Term, the City shall receive: 50% of annual Gross Revenues in excess of $110  
million; (b) 52.5% of annual Gross Revenues in excess of $150 million; and (c) 55% of  
annual Gross Revenues in excess of $200 million.”  
20. Section 9.5(a) of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“(a) Beginning with the fifth year of the Term and through the eighteenth year of the Term  
(it being understood and agreed that the Cash Component of the Franchise Fee payable  
with respect to the first four years of the Term shall be paid in accordance with Section 9.3  
herein), within thirty (30) days after the end of each of the first three quarters of each year  
of the Term, the Company shall pay to the City the greater of (i) one fourth of the Cash  
Component for such year or (ii) 50% of Gross Revenues for that quarter. Beginning with  
the nineteenth year of the Term and through the twentieth year of the Term, (i) within thirty  
(30) days after the end of each of the first three quarters of each year of the Term, the  
Company shall pay to the City one fourth of the Cash Component for such year and (ii)  
within thirty (30) days after the end of the fourth quarter of each year of the Term, the  
Company shall pay to the City (x) one fourth of the Cash Component for such year plus  
(y) 50% of Gross Revenues for such year in excess of $105 million. Beginning with the  
twenty-first year of the Term and through the twenty-fifth year of the Term, (i) within thirty  
(30) days after the end of each of the first three quarters of each year of the Term, the  
Company shall pay to the City one fourth of the Cash Component for such year and (ii)  
within thirty (30) days after the end of the fourth quarter of each year of the Term, the  
Company shall pay to the City (x) one fourth of the Cash Component for such year plus  
(y) 50% of Gross Revenues for such year in excess of $110 million. In addition, beginning  
with the fifth year of the Term, within thirty (30) days after the end of the fourth quarter  
of each year of the Term, the Company shall pay the excess, if any, of the full cash payment  
14  
DRAFT  
due to the City under Section 9.2 for such year of the Term (after all applicable adjustments  
contemplated by Section 9 and Section 4.7 and Schedules D and Z) over the amounts  
already paid by the Company on a quarterly basis with respect to such year under the  
preceding sentence. If the sum of the payments made by the Company in accordance with  
this Section 9.5(a) with respect to any year of the Term exceeds the Cash Component of  
the Franchise Fee due to the City under Section 9.2 for such year (after all applicable  
adjustments contemplated by Section 9 and Section 4.7 and Schedules D and Z), the  
Company shall be entitled to take the excess as a credit against the next cash payment or  
payments due to the City under this Section 9, unless there is no such next payment  
scheduled (i.e., the Term has expired or terminated), in which case such excess shall be  
payable by the City to the Company within thirty (30) days (if the amount is less than  
$100,000) or ninety (90) days (if the amount is equal to or greater than $100,000) of invoice  
therefor.”  
21. Section 14.5 of the 2015 Agreement is hereby stricken in its entirety and replaced  
with the following:  
“All notices required to be given to the City or the Company pursuant to Sections 1.27, 6.6,  
7.1, 7.2(c), 7.7, 9.4.1, 9.4.1(d), 10.6.2, 11.3, 12.1.5, 13.2.1(b), 13.2.1(c), 13.2.1(d), 13.3(a), 13.4.1,  
13.4.2, 14.10, and 14.11 shall be in writing and shall be sufficiently given if sent by registered or  
certified mail, return receipt requested, by overnight mail, by fax, or by personal delivery to the  
address or facsimile number listed below, or to such other location or person as any party may  
designate in writing from time to time. Every communication from the Company shall be sent to  
the individual, agency or department designated in the applicable section of this Agreement, unless  
it is to “the City,’ in which case such communication shall be sent to:  
If to the City:  
The Commissioner of DOT at 55 Water Street, New York, New York 10041;  
with a copy to  
General Counsel, New York City Department of Transportation, 55 Water Street,  
New York, New York 10041  
If to the Company:  
JCDecaux North America Empire State Building 350 Fifth Avenue, 73rd Floor  
New York, NY 10118 or fax # 646-834-1208, Attention: General Counsel and Co-CEO  
with a copy to  
Greenberg Traurig, LLP, One Vanderbilt, New York, New York, 10017, or fax #  
212-805-9299, Attention: Edward C. Wallace  
Except as otherwise provided herein, the mailing of such notice shall be equivalent  
to direct personal notice and shall be deemed to have been given when mailed or when received if  
transmitted by facsimile. Any notice required to be given to the Company pursuant to Section 13  
15  
DRAFT  
herein for which a cure period is ten days or less, which requires action to be taken within ten days  
or less, or notifies the Company of an event or action that will occur in 10 days or less must be  
given by personal delivery, overnight mail service or facsimile transmission.”  
22. Appendix A “Schedule of Liquidated Damages” of the 2015 Agreement is deleted  
and replaced with a new Appendix A annexed hereto.  
23. Appendix B “New Newsstand Costs” of the 2015 Agreement is deleted and  
replaced with a new Appendix B annexed hereto.  
24. Appendix G “Installation, Replacement and Removal of Franchise Structures:  
Timetables” of the 2015 Agreement is deleted and replaced with a new Appendix G annexed  
hereto.  
25. A new Exhibit M “The City Council of the City of New York Resolution No. 625”  
annexed hereto, is hereby added to the Agreement.  
26. Schedule C “Guaranteed Minimum; Alternative Compensation” of the 2015  
Agreement is deleted and replaced with a new Schedule C annexed hereto.  
27. Schedule D “Franchise Fee Revisions” of the 2015 Agreement is deleted and  
replaced with a new Schedule D annexed hereto.  
28. A new Schedule Y “Schedule Y Bus Shelters” annexed hereto, is hereby added to  
the Agreement.  
29. A new Schedule Z “Company Cost Breakdown for Deduction Amounts for DOT-  
Designated Bus Shelters, Additional APTs and Special Installation Costs” annexed hereto, is  
hereby added to the Agreement.  
30. Authorization; Non-Contravention. The Company represents and warrants to the  
City and covenants and agrees that the execution, delivery and performance of this Amendment  
and all other agreements, if any, entered into in connection with the transactions contemplated  
hereby have been duly, legally and validly authorized by all necessary action on the part of the  
Company and the certified copies of authorizations for the execution and delivery of this  
Amendment provided to the City in connection with this Amendment are true and correct. This  
Amendment and all other agreements, if any, entered into in connection with the transactions  
contemplated hereby have been duly executed and delivered by the Company and constitute (or  
upon execution and delivery will constitute) the valid and binding obligations of the Company,  
and are enforceable (or upon execution and delivery will be enforceable) in accordance with their  
respective terms. The Company has obtained the requisite authority to authorize, execute and  
deliver this Amendment and to consummate the transactions contemplated hereby and no other  
proceedings or other actions are necessary on the part of the Company to authorize the execution  
and delivery of this Amendment and the consummation of the transactions contemplated hereby.  
For the avoidance of doubt, the Company represents and warrants to the City and covenants and  
agrees that all documents and items required pursuant to the Agreement, including without  
limitation those set forth in Section 2.2 of the Agreement, remain binding and in effect for the  
16  
DRAFT  
Term and any additional period set forth in the Agreement. Neither the execution and delivery of  
this Amendment by the Company nor the performance of its obligations contemplated hereby will:  
(a) conflict with, result in a material breach of or constitute a material default under  
(or with notice or lapse of time or both result in a material breach of or constitute a material  
default under) (i) any governing document of the Company or to the Company’s  
knowledge, any agreement among the owners of the Company, or (ii) any statute,  
regulation, agreement, judgment, decree, court or administrative order or process or any  
commitment to which the Company is a party or by which it (or any of its properties or  
assets) is subject or bound;  
(b) result in the creation of, or give any party the right to create, any material lien,  
charge, encumbrance, or security interest upon the property and assets of the Company,  
except permitted encumbrances under Section 11.5 of the 2015 Agreement; or  
(c) terminate, breach or cause a default under any provision or term of any contract,  
arrangement, agreement, license or commitment to which the Company is a party, except  
for any event specified herein or in (a) or (b) above, which individually or in the aggregate  
would not have a material adverse effect on the business, properties or financial condition  
of the Company or the System.  
31. Agreement in Full Force and Effect. Except as modified by this Amendment, the  
2015 Agreement shall remain in full force and effect. In the event of any inconsistency between  
the terms of this Amendment and the 2015 Agreement, the terms of this Amendment shall govern  
and prevail in all instances, and upon execution of this Amendment, any reference to the  
Agreement or the Franchise Agreement shall mean the 2015 Agreement, as amended by this  
Amendment.  
32. Headings. The headings contained in this Amendment are to facilitate reference  
only, do not form a part of this Amendment, and shall not in any way affect the construction or  
interpretation hereof.  
33. Governing Law. This Amendment shall be deemed to be executed in the City of  
New York, State of New York, and shall be governed in all respects, including validity,  
interpretation and effect, and construed in accordance with the laws of the State of New York,  
irrespective of conflict of laws principles, as applicable to contracts entered into and to be  
performed entirely within the State.  
34. Counterparts. This Amendment may be executed in one or more counterparts  
which, when taken together, shall constitute one and the same.  
35. Third Party Litigation. Notwithstanding anything to the contrary set forth herein,  
in that event litigation is brought by a third party which delays or defeats the implementation of  
this Amendment, including, but not limited to, the installation of the Schedule Y Bus Shelters, the  
extension of the Term or other material elements of this Amendment, the parties shall promptly  
negotiate in good faith to address the delay or other impact caused by such litigation.  
17  
DRAFT  
NO FURTHER TEXT – SIGNATURE PAGES FOLLOW  
18  
DRAFT  
IN WITNESS WHEREOF, the party of the first part, by a Deputy Mayor, duly authorized  
by the Charter of the City of New York, has caused the corporate name of said City to be hereunto  
signed and the corporate seal of said City to be hereunto affixed and by its Commissioner of  
The New York City Department of Transportation, duly authorized, has caused its name to be  
hereunto signed and the party of the second part, by it officers thereunto duly authorized, has  
caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year  
first above written.  
THE CITY OF NEW YORK  
By:  
Deputy Mayor  
THE NEW YORK CITY  
DEPARTMENT OF TRANSPORTATION  
Approved as to form, By:  
Certified as to Legal Authority Commissioner  
Acting Corporation Counsel  
JCDECAUX STREET FURNITURE NEW  
YORK, LLC  
By:  
Name:  
Title:  
By:  
Name:  
Title:  
(Seal)  
Attest:  
City Clerk  
19  
DRAFT  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, Deputy Mayor of the City of New York, party to the above instrument, personally appeared  
before me in said State on the day of , 2023, the said  
being personally known to me and who executed the foregoing instrument and  
acknowledged to me that they executed same as their free act and deed in their capacity as Deputy  
Mayor of the City of New York.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, Commissioner of the New York City Department of Transportation, party to the above  
instrument, personally appeared before me in said State on the day of , 2023,  
the said being personally known to me and who executed the  
foregoing instrument and acknowledged to me that they executed same as their free act and deed  
in their capacity as Commissioner of the New York City Department of Transportation.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
20  
DRAFT  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, of JCDecaux Street Furniture New York, LLC, party to the  
above instrument, personally appeared before me in said State on the day of  
, 2023, the said being personally known to me and who  
executed the foregoing instrument and acknowledged to me that they executed same as their free  
act and deed in their capacity as of JCDECAUX STREET FURNITURE  
NEW YORK, LLC.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
CITY OF NEW YORK }  
} ss:  
STATE OF NEW YORK }  
I, , a Notary Public in and for the State of New York, residing  
therein, duly commissioned and sworn, do hereby certify that  
, of JCDecaux Street Furniture New York, LLC, party to the  
above instrument, personally appeared before me in said State on the day of  
, 2023, the said being personally known to me and who  
executed the foregoing instrument and acknowledged to me that they executed same as their free  
act and deed in their capacity as of JCDECAUX STREET FURNITURE  
NEW YORK, LLC.  
Give under my hand and seal, this day of , 2023.  
Notary Public  
My Commission Expires:  
21  
DRAFT  
Appendix A: Schedule of Liquidated Damages  
Unless specified otherwise in the Amendment, the liquidated damages amounts for Coordinated  
Franchise Structures shall apply:  
Requirement Standard Liquidated Damage  
Bus Shelters installed by the Minimum 650 $200 per week, per Bus Shelter  
first anniversary of the not installed and operational  
Build Start Date.  
Bus Shelters installed by the Minimum 1,350 $200 per week, per Bus Shelter  
second anniversary of the Build not installed and operational  
Start Date.  
Bus Shelters installed by the Minimum of 2,000 $200 per week, per Bus Shelter  
third anniversary of the not installed and operational  
Build Start Date.  
Bus Shelters installed by the Minimum of 2,650 $200 per week, per Bus Shelter  
fourth anniversary of the Build not installed and operational  
Start Date.  
Bus Shelters installed by the Minimum of 3,300 $200 per week, per Bus  
fifth anniversary of the Shelter not installed and  
Build Start Date. operational  
Site Plan and photographs for a Upon request from the $100 per day, per site plan and  
New Bus Shelter not specified Department for a new Bus photographs not produced  
on the Existing Bus Shelter Shelter, 30 days to produce a  
Replacement Schedule site plan and photographs in  
accordance with section  
2.4.6(a)(i)  
Installation of a New Bus Upon site plan approval, 30 $100 per day, per Bus Shelter  
Shelter not specified on the days for installation in not installed and operational  
Existing Bus Shelter accordance with section  
Replacement Schedule 2.4.6(a)(i)  
Conduct an engineering 60 days from notification from $200 per week per site plan and  
assessment and produce a site DOT photographs not produced or  
plan and photographs and estimate of installation costs not  
provide an estimate of provided  
installation costs for APTs per  
Appendix G  
Installation of APTs per 90 days from all required City $200 per week per APT not  
Appendix G approvals installed and operational within  
90 days.  
Newsstands installed by the first Minimum of 110 $200 per week, per  
anniversary of the Newsstand not installed and  
Build Start Date. operational  
Newsstands installed by the Minimum of 220 $200 per week, per  
second anniversary of the Build Newsstand not installed and  
Start Date. operational  
Newsstands installed by the Minimum of 330 $200 per week, per  
third anniversary of the Newsstand not installed and  
Build Start Date. operational  
22  
DRAFT  
Note: All installations are subject to the inspection provisions in Section 2.4.6(f)  
Requirement Standard Liquidated Damage  
Removal of and The replacement of an $250 per day that  
Replacement of an Existing Existing Newsstand should Newsstand is not replaced  
Newsstand take place on the same day, within 9 days after removal  
when possible, but no more and $250 per day that Existing  
than 9 days from removal. Newsstand is not removed by  
Removal of Existing the date specified in the  
Newsstand shall take place in Replacement Newsstand  
accordance with the dates Schedule, or date mutually  
specified in the agreed to by the Company and  
Replacement Newsstand DOT.  
Schedule, or dates mutually  
agreed to by the Company and  
DOT.  
Installation of a newly licensed Upon request from the $250 per day per New  
Newsstand Department for a new Newsstand.  
newsstand location, the  
Company has 30 days to  
produce a site plan and  
photographs and 30 days to  
install the newsstand in  
accordance with 2.4.6(d)(ii)  
and Appendix G.  
Installation of Upon request from the $50 per week, per Kiosk.  
Information/Computer Kiosks Department for a new  
Information/Computer  
Kiosk, 30 days to produce a site  
plan, photograph(s) and  
installation.  
Installation of a Trash 10 days from notification by the $50 per week, per  
Receptacle Department Receptacle  
Installation of a Multi-rack Upon request from the $50 per week, per Multi news-  
newssrack Department for a new multi-rack rack  
newssrack, the Company has 30  
days to produce a site plan,  
photograph(s) and installation.  
23  
DRAFT  
Replacement, Removal, Relocation and Reinstallation of Structures, unless specified otherwise  
in the Amendment, the following requirements, standards and liquidated damages amounts for  
Coordinated Franchise Structures shall apply:  
Requirement Standard Liquidated Damage  
Removal of Bus Stop Shelter 5 business days from notification $100 per day, per Bus  
including sidewalk restoration. by the Department Shelter.  
Site plan and photographs for Upon request from the Department $100 per day, per site plan  
replacement, reinstallation or for the replacement, reinstallation and photographs not  
relocation of Bus Shelter or relocation of a Bus Shelter, 30 produced  
days to produce a site plan and  
photographs  
Replacement, reinstallation or Upon site plan approval, 30 days $100 per day, per Bus Shelter  
relocation of Bus Shelter for installation at the same or new not installed and operational  
location.  
Removal of an abandoned or 5 business days from notification $100 per day, per Newsstand.  
unoccupied Newsstand by the Department  
including sidewalk restoration.  
Removal of an APT including The APT shall be closed within 24 $50 per day, per APT.  
sidewalk and utility restoration. hours of notification by the  
Department; and  
removed within 30 days from $500 per week, per APT.  
notification by the Department  
Conduct an engineering 60 days from notification from $200 per week per site plan  
assessment and produce a site DOT and photographs not  
plan and photographs and produced or estimate of  
provide an estimate of installation costs not provided  
installation costs for  
replacement, reinstallation or  
relocation of an APT.  
Replacement, reinstallation or 90 days from all required City $200 per week per APT not  
relocation of an APT. approvals installed and operational  
within 90 days  
Removal of a 10 days from notification by the $50 per day, per Kiosk.  
Information/Computer Kiosk Department  
including sidewalk restoration.  
Replacement, reinstallation or Upon request from the Department $50 per week, per Kiosk.  
relocation of a for the replacement, reinstallation  
Information/Computer Kiosk. or relocation of an  
Information/Computer Kiosk, the  
Company has 30 days to produce a  
site plan, photograph(s) and  
installation at the same or new  
location.  
Removal of a Trash Receptacle 5 days from the notification by the $50 per day, per Receptacle.  
including sidewalk restoration. Department.  
Replacement, reinstallation or 10 days from notification by the $50 per week, per Receptacle.  
relocation of a Trash Department  
Receptacle.  
24  
DRAFT  
Requirement Standard Liquidated Damage  
Removal of a Multi-rack 10 days from notification by the $50 per day, per Multi-rack  
newssrack including sidewalk Department newssrack.  
restoration.  
Replacement, reinstallation or Upon request from the Department $50 per week, per  
relocation of a Multi-rack for the replacement, reinstallation Multi news-rack  
newssrack. or relocation of a multi-rack  
newssrack, the Company has 30  
days to produce a site plan,  
photograph(s) and installation at  
the same or new location.  
Removal of Advertisement 24 hours from notification by the $100 per day, per  
Department to remove advertising Advertisement  
per section 4.4. I  
Removal of Advertisement 48 hours from notification by the $100 per day, per  
Department to remove advertising Advertisement  
per section 4 other than Section  
4.4.1  
Maintenance Standards  
Requirement Standard Liquidated Damage  
Sidewalk and Historic Pavement Repair, replace, or restore to $200 per week, per location.  
prior condition within one week  
after Company becomes aware  
of the problem.  
Electronic Inventory, Failure to provide the initial $50 per day per location.  
Management Information installation at no less than 5  
System DOT locations and initiate  
system training within 20 days  
of the effective date of the  
agreement.  
Failure to install at additional $50 per day per location.  
DOT locations within 5 business  
days of the Department’s  
request for installation.  
Loss of access to system $35 per hour.  
(system down time) and failure  
to restore within 6 hours of  
notification by the Department  
Cleaning and inspection of Twice weekly on $50 per day per structure per  
franchise structures (Bus nonconsecutive days failure for failure to clean and/or  
shelters, exterior of Newsstands, Daily inspection of Newsstand inspect.  
PSS): will include, but not exterior.  
limited to: removal of stickers Within 24 hours after $50 per occurrence.  
and graffiti, removal of debris, Company becomes aware of the  
washing all glass, seating, roofs; problem  
replacing or repairing broken or  
burned out bulbs  
25  
DRAFT  
Requirement Standard Liquidated Damage  
Cleaning of APTs: will include, Daily $50 per failure to clean daily,  
but not limited to cleaning all per APT  
walls, floor, bowl and sink;  
confirming supplies like soap,  
Within 6 hours of inspection or $50 per occurrence, per APT  
toilet paper, disinfectant and  
after Company becomes aware  
seat covers are stocked and  
of the problem.  
dispensers are functioning,  
removal of graffiti, stickers and  
debris, removal and replacement  
of broken lights and inspection  
other functions like hand dryer,  
water pressure, door, and air  
conditioning/heating.  
Snow and ice removal within 3 In compliance with section 3.1 $50 per occurrence, per  
feet of Franchise Structure and of the Franchise Agreement. structure.  
to the curb on the curb side of  
Franchise Structure including  
spreading salt or another  
preferable non-corrosive de-icer  
More than ten percent (twenty At any given time. $100 per occurrence, per day.  
percent for APTs after the  
installation of five APTs) of any  
one type of its Coordinated  
Franchise Structures out of  
service.  
Inspection and Repair  
Requirement Standard Liquidated Damage  
Inspections of electrical wiring At least once each year during $500 per day per structure not  
and connections on Coordinated the Term of the agreement with receiving an inspection and stray  
Franchise Structures including inspection dates recorded in the voltage test by each anniversary  
service and post connections and EIMIS. of the Effective Date.  
testing for stray voltage.  
Preventative Maintenance Semi-annually. The first $100 per day per structure not  
Inspections for bus stop shelters, inspection occurring no later inspected.  
newsstands and PSSs. than seven months after the  
Effective Date with no less than  
five months between subsequent  
inspections. Inspection dates to  
be recorded in the EIMIS.  
Daily Preventative Daily $100 per missed inspection, per  
Maintenance Inspections for APT  
APTs: including but not limited  
to inspecting the seat cover  
dispenser, bowl cleaning and  
washstand systems, floor trap is  
functioning, pushbuttons,  
hardware and locks are all  
functioning, coin insertion and  
26  
DRAFT  
Requirement Standard Liquidated Damage  
information displays panels  
checked, evacuation hopper  
grating is cleaned and entire  
outer surface and access door  
are cleaned, and inspection of  
bowl cleaning shower system.  
Monthly Preventative Monthly $100 per missed inspection, per  
Maintenance Inspection for APT  
APTs: including but not  
limited to complete check of  
air conditioning/heating and  
ventilation system including  
ducts, check of interior lighting  
system, complete check of  
electric wiring and control  
panel, inspection of safety  
controls including alarms and  
indicators, check of  
pressurized air circuit, electric  
operated valves, complete  
review of water circuit and  
other items as outlined in  
proposal.  
Replacement of broken, missing At regular inspection or within $100 per hour, per structure.  
or damaged glass on all 48 hours after Company  
Franchise Structures becomes aware of the problem.  
Repairs, replacement of parts, or Completed within 24 hours after $100 per hour, per structure.  
removal of a structure or Company becomes aware of the  
components as necessary to problem unless a permit is  
ensure public safety including required. Should a permit be  
removal of broken glass, or as required; the repairs or required  
required under Section work is to be completed within  
3.1.5(f)(l) as determined at the 24 hours of the receipt of permit  
sole discretion of the  
Department  
Repairs, replacement of parts, or Completed within 5 days after $100 per day, per structure.  
removal of a structure or Company becomes aware of the  
components that do not pose a problem unless a permit is  
risk to public safety or as required. Should a permit be  
required under Section required; the repairs or required  
3.1.5(f)(2) as determined at the work is to be completed within 5  
sole discretion of the days of the receipt of permit.  
Department  
27  
DRAFT  
Appendix B: New Newsstand Costs  
New Newsstand Build-out Costs  
Section 20-241 of the Administrative Code provides that a newly licensed newsstand operator  
(defined as an operator who is issued a license after the effective date of the franchise agreement)  
shall pay the franchisee for the costs of construction and installation of a new newsstand. The  
reimbursement cost shall be the standard cost set forth below; provided however, such cost may  
be adjusted, at the request of the Company, and in the City’s discretion, subject to Section 20-  
241(c)(2) of the Administrative Code.  
The standard cost of a newsstand will be $25,000 for new licenses issued through December 31,  
2005, and the standard cost of any future newsstands will be adjusted annually thereafter,  
beginning January 1, 2006, by the rate of inflation for the previous calendar year based upon the  
change in the Consumer Price Index Urban (CPIU) for the New York area.  
28  
DRAFT  
Appendix G: Installation, Replacement and Removal of Franchise Structures: Timetables  
Unless specified otherwise in the Amendment, the following timetables for installation,  
replacement and removal of Coordinated Franchise Structures shall apply:  
\*All installation are subject to the inspection provisions in Section 2.4.6(f)  
Bus Shelters\*  
Installation of a Bus Shelter not specified on Upon request from the Department for a new  
the Existing Bus Shelter Replacement bus shelter location the Company has 30 days  
Schedule, including Site Plan and Photographs to produce a site plan and photographs and  
30 days for installation after the Company  
receives site plan approval from DOT in  
accordance with Section 2.4.6(a)(i)  
Removal of a Bus Stop Shelter, including 5 business days from notification by  
sidewalk restoration Department  
Replacement, reinstallation or relocation of a Upon request from the Department for a new  
Bus Shelter bus shelter location the Company has 30 days  
to produce a site plan and photographs and  
30 days for installation after the Company  
receives site plan approval from DOT, all in  
a ccordance with Section 2.4.6(a)(i)  
Newsstands\*  
Removal and replacement of an Existing The replacement of the Existing Newsstand  
Newsstand should take place on the same day but, when  
possible, but no more than 9 days after the  
removal of the Existing Newsstand and  
removal shall take place by the date specified  
in the Replacement Newsstand Schedule, or  
date mutually agreed to by the Company and  
DOT  
Installation of a newly licensed Newsstand Upon request from the Department for a new  
newsstand location the Company has 30 days  
to produce a site plan and photographs and  
30 days for installation after DOT approves  
Site Plan and Con Ed has provided all  
required approvals, all in accordance with  
Section 2.4.6(d)(ii)  
Removal of abandoned or unoccupied 5 business days from notification by  
Newsstand, including sidewalk restoration Department  
Automatic Public Toilets\* (APT)  
Installation of an APT Upon request from the Department for a new  
APT location the Company has 60 days to  
conduct an engineering assessment and  
produce a site plan and photographs and  
provide an estimate of installation costs and  
29  
DRAFT  
90 days for installation after all required City  
approvals are received  
The Company’s obligations set forth above  
shall be tolled during (x) such time that the  
Company redesigns and retools the New  
APTs to adapt them for installation in the  
City, which redesigning and retooling, shall  
begin within fifteen (15) days of the date of  
this Amendment and shall take no longer  
than twelve (12) months and (y) any time  
that access to the site is blocked due to  
circumstances beyond the Company’s  
control.  
Removal of an APT, including sidewalk and The APT shall be closed within 24 hours of  
utility restoration notification by the Department and removed  
within 30 days from receipt of all approvals  
and utility shut-offs, after notification by the  
Department  
Replacement, reinstallation or relocation of an Upon request from the Department for the  
APT relocation of an APT, the Company has 60  
days to conduct an engineering assessment  
and produce a site plan and photographs and  
provide an estimate of installation costs and  
90 days for installation at the same or new  
location after all required City approvals are  
received.  
The Company’s obligations set forth above  
shall be tolled during (x) such time that the  
Company redesigns and retools the New  
APTs to adapt them for installation in the  
City, which redesigning and retooling, shall  
begin within fifteen (15) days of the date of  
this Amendment and shall take no longer  
than twelve (12) months and (y) any time  
that access to the site is blocked due to  
circumstances beyond the Company’s  
control.  
Public Services Structures\*  
Installation of a Trash Receptacle 10 days from notification by the Department  
Removal of a Trash Receptacle, including 5 days from notification by the Department  
sidewalk restoration  
Replacement, reinstallation or relocation of a 10 days from notification by the Department  
Trash Receptacle  
30  
DRAFT  
Installation of an Information/computer kiosks Upon request from the Department for a new  
multi-rack newsrack, 30 days to produce a  
site plan and photographs and 60 days for  
installation after DOT approves site plan  
Removal of an Information/computer kiosks, 10 days from notification by the Department  
including sidewalk restoration  
Replacement, reinstallation or relocation of an Upon request from the Department for the  
Information/computer kiosk relocation of an Information/computer kiosk,  
the Company has 30 days to produce a site  
plan and photographs and 60 days for  
installation after DOT approves site plan  
Installation of a Multi-rack newsrack Upon request from the Department for a new  
multi-rack newsrack, 30 days to produce a  
site plan, photographs and 30 days for  
installation after DOT approves site plan  
Removal of a Multi-rack newsrack, including 10 days from notification by the Department  
sidewalk restoration  
Replacement, reinstallation or Relocation of a Upon request from the Department for a new  
Installation of a Multi-rack newsrack multi-rack newsrack, 30 days to produce a  
site plan and photographs and 30 days for  
installation after DOT approves site plan  
Electronic Inventory, Management Information System  
Provide the initial installation at no less than 5 20 days of the effective date of the agreement  
DOT locations and initiate system training  
Install at additional DOT locations Within 5 business days of the Department's  
request for installation  
Loss of access to system (system down time) Restoration within 6 days of notification by  
the Department  
Advertising Panel  
Removal of Advertising per Section 4.4.1 of 24 hours from notification by the Department  
the Agreement  
Removal of Advertising per Section 4, other 48 hours from notification by the Department  
than Section 4.4.1 of the Agreement  
31  
DRAFT  
SCHEDULE C – GUARANTEED MINIMUM; ALTERNATIVE COMPENSATION  
Guaranteed Minimum  
A B C  
Year Cash Component Alternative Alternative  
($$) Compensation Compensation  
Non-cash ($$) Floor ($$)  
Year 1 (1) 21,299 18,000 NA  
Year 2 (1) 26,951 15,900 No Floor  
Year 3 (1) 33,477 16,300 No Floor  
Year 4 (1) 36,733 16,700 12,000  
Year 5 39,606 17,100 12,360  
Year 6 45,633 17,500 12,731  
Year 7 46,898 18,000 13,113  
Year 8 48,261 18,400 13,506  
Year 9 49,633 18,900 13,911  
Year 10 51,106 20,996.008 14,329  
Year 11 52,588 21,396.008 14,758  
Year 12 54,113 21,896.008 15,201  
Year 13 55,682 22,396.008 15,657  
Year 14 57,295 22,996.008 16,127  
Year 15 58,954 23,496.008 16,661  
Year 16 60,660 23,996.008 17,109  
Year 17 64,401 24,596.008 17,622  
Year 18 63,834 25,196.008 18,151  
Year 19 49,316(2) 25,796.008  
Year 20 49,316(2) 26,396.008  
Year 21 34,316(3) 26,396.008  
Year 22 34,316(3) 26,396.008  
Year 23 34,316(3) 26,396.008  
Year 24 34,316(3) 26,396.008  
Year 25 34,316(3) 26,396.008  
TOTALS 1,137,336 547,936.127  
Dollars are in Thousands  
(1) Represents Advance Payment of the Cash Component for the first four years of the Term, to be made in  
accordance with Section 9.3 of the Franchise Agreement.  
(2) In addition, the City shall receive: (a) 50% of annual Gross Revenues in excess of $105 million; (b) 52.5%  
of annual Gross Revenues in excess of $150 million; and (c) 55% of annual Gross Revenues in excess of $200  
million.  
(3) In addition, the City shall receive: 50% of annual Gross Revenues in excess of $110 million; (b) 52.5% of  
annual Gross Revenues in excess of $150 million; and (c) 55% of annual Gross Revenues in excess of $200  
million.  
32  
DRAFT  
SCHEDULE D – FRANCHISE FEE REVISIONS  
I. PSS REVISION  
A. Multi-Rack Newsracks.  
(i) Deduction in Cash. For each newsrack requested by DOT the Company shall  
make a one-time deduction of $4,570 from the Cash Component of the Franchise Fee. Such  
deduction shall be made from the quarter payment in which such multi-rack newsrack was  
installed. Additionally, for each installed multi-rack newsrack the Company shall make a yearly  
deduction of $1120 (evenly divided among each quarterly payment following installation) from  
the Cash Component of the Franchise Fee.  
(ii) Addition to the Franchise Fee. No revenue shall be generated by the Company  
from the multi-rack newsracks.  
B. Trash Receptacles.  
(i) Deduction in Cash. For each trash receptacle requested by DOT the Company  
shall make a one-time deduction of $624 from the Cash Component of the Franchise Fee. Such  
deduction shall be made from the quarter payment in which such trash receptacle was installed.  
Additionally, (a) for each trash receptacle installed on or within a Bus Shelter the Company  
shall make a yearly deduction of $2160 (evenly divided among each quarterly payment  
following installation) from the Cash Component of the Franchise Fee and  
(ii) for every other trash receptacle installed the Company shall make a yearly  
deduction of $720 (evenly divided among each quarterly payment following installation) from  
the Cash Component of the Franchise Fee.  
(ii) Addition to the Franchise Fee. Should the Company place sponsorship  
recognition on Trash Receptacles as permitted by the Agreement, it shall quarterly pay to the  
City, in accordance with Section 9 of the Agreement, 70% of PSS Gross Revenues derived from  
such trash receptacle.  
C. Information/Computer Kiosks.  
(i) Deduction in Cash. For each information/computer kiosk requested by DOT  
the Company shall make a one-time deduction of $22,300 from the Cash Component of the  
Franchise Fee. Such deduction shall be made from the quarter payment in which such  
information/computer kiosk was installed. Additionally, for each installed  
information/computer kiosk the Company shall make a yearly deduction of $3000 (evenly  
divided among each quarterly payment following installation) from the Cash Component of the  
Franchise Fee.  
(ii) Addition to the Franchise fee. Should the Company place sponsorship  
recognition on an information/computer kiosk as permitted by the Agreement, it shall  
quarterly pay to the City, in accordance with Section 9 of the Agreement, 70% of PSS Gross  
33  
DRAFT  
Revenues derived from such information/computer kiosk.  
D. Installation and Maintenance Costs. The one time and quarterly deductions, as set  
forth above in A(i), B(i) and C(i), shall be increased by Consumer Price Index for All Urban  
Consumers, New York-Newark-Jersey City (CPI-U) on each anniversary of the Effective  
Date.  
II. BUS SHELTER FEE ADJUSTMENT  
With reference to Section 2.5.3.3(a) and 2.5.4.5(b) of this Agreement, the Bus Shelter Fee  
Adjustment shall be calculated for Schedule Y Bus Shelters and Fifth Avenue Bus Shelters as  
follows:  
A. For any Schedule Y Bus Shelter designated aa, which rating is based on the  
projected commercial advertising value of the applicable location, the annual  
deduction amount shall be $342,000.  
B. For any Schedule Y Bus Shelter designated a, which rating is based on the projected  
commercial advertising value of the applicable location, the annual deduction  
amount shall be $54,000.  
C. For any Fifth Avenue Bus Shelter that the Company is directed by the City to  
remove, the annual deduction amount shall be calculated as follows:  
(i) In event that the Company’s annual contract year Gross Revenue is $110  
million or greater, the annual deduction amount shall be $550,000 for the first  
Fifth Avenue Bus Shelter, and such amount shall be increased for each additional  
Fifth Avenue Bus Shelter such that the amounts for the second through fifth  
additional Fifth Avenue Bus Shelters are $605,000, $660,000, $715,000, and  
$770,000, respectively, up to the sixth additional Fifth Avenue Bus Shelter,  
which amount shall be $825,000, and which amount shall also apply to each  
additional Fifth Avenue Bus Shelter thereafter; and  
(ii) If the event that Company’s annual contract year Gross Revenue is  
below $110 million, the annual deduction amounts set forth in C(i) directly above  
shall be increased by the annual deduction amounts set forth below, until the sum  
of such annual deduction amounts and annual contract year Gross Revenue  
equals $110 million, up to a maximum additional amount of $550,000 for the  
first Fifth Avenue Bus Shelter, and the maximum additional amount shall be  
increased for each additional Fifth Avenue Bus Shelter such that the maximum  
additional amounts for the second through fifth Fifth Avenue Bus Shelters are  
34  
DRAFT  
$605,000, $660,000, $715,000, and $770,000, respectively, up to the sixth Fifth  
Avenue Bus Shelter, for which the maximum additional amount shall be  
$825,000, which maximum additional amount shall also apply to each additional  
Fifth Avenue Bus Shelter thereafter.  
D. Any Bus Shelter Fee Adjustment shall be taken on an annual basis in the fourth  
quarter of each year of the Term, and the first annual deduction shall be prorated  
from the first full month after it is determined that such Bus Shelter Fee Adjustment  
shall be applied.  
35  
DRAFT  
SCHEDULE Y – SCHEDULE Y BUS SHELTERS  
Columbus Circle (a)  
Broadway between Broome Street and Spring Street (a)  
Broadway between Howard Street and Grand Street (a)  
5th Avenue between 42nd Street and 43rd Street (aa)  
5th Avenue between 44th Street and 45th Street (aa)  
5th Avenue and 55th Street (aa)  
57th Street and Lexington Avenue (a) \* (scaffolding)  
57th Street and Park Avenue (a)  
57th Street between Madison Avenue and Fifth Avenue (aa)  
57th Street between Madison Avenue and Fifth Avenue (aa)  
57th Street and 5th Avenue (aa) \* (scaffolding)  
57th Street and 6th Avenue (a)  
57th Street and 7th Avenue (a) \* (street construction)  
Madison Avenue between 46th Street and 47th Street (a)  
Madison Avenue between 46th Street and 47th Street (a)  
Madison Avenue between 49th Street and 50th Street (a)  
Madison Avenue and 50th Street (a)  
Madison Avenue between 53rd Street and 54th Street (aa)  
Madison Avenue between 54th Street and 55th Street (aa)  
Madison Avenue between 55th Street and 56th Street (aa)  
Madison Avenue between 57th Street and 58th Street (aa)  
Madison Avenue between 59th Street and 60th Street (aa)  
Madison Avenue and 63rd Street (aa) \* (scaffolding)  
Madison Avenue between 65th Street and 66th Street (aa)  
Madison Avenue between 69th Street and 70th Street (aa)  
Madison Avenue between 69th Street and 70th Street (aa)  
Madison Avenue and 71st Street (aa)  
14th Street between 9th Avenue and Washington Street (a)  
Hudson Street and 13th Street (a)  
14th Street between 10th Avenue and Washington Street (a) \* (scaffolding)  
Hudson Street between 13th Street & Gansevoort Street (a)  
42nd Street and Madison Avenue (a)  
42nd Street and 5th Avenue (a)  
42nd Street and Lexington Avenue (a)  
34th Street between 5th Avenue and 6th Avenue (a)  
34th Street and 10th Avenue (a)  
6th Avenue and 45th Street (aa)  
6th Avenue between 54th Street and 55th Street (aa)  
5th Avenue between 16th Street and 17th Street (a) \* (street construction)  
5th Avenue between 13th Street and 14th Street (a)  
36  
DRAFT  
5th Avenue between 9th Street and 10th Street (a)  
Lafayette south of Astor Place (a)  
6th Avenue and 59th Street (a)  
• Locations where there exists construction work (including scaffolding or other physical  
impediments) as of the Effective Date of the First Amendment (“Delayed Sites”) are  
designated with an asterisk (\*) above.  
37  
DRAFT  
SCHEDULE Z  
COMPANY COST BREAKDOWN FOR DEDUCTION AMOUNTS  
AND SPECIAL INSTALLATION COSTS  
The cost of the deduction and other amounts set forth below shall be yearly increased by the  
Consumer Price Index for All Urban Consumers, New York-Newark-Jersey City (CPI-U) on each  
anniversary of the Effective Date of the First Amendment.  
Costs listed below are inclusive of all excavation work and utility installation and concrete pouring  
and shall be deducted from the Cash Component of the Franchise Fee. If any Site Work (as defined  
below) associated with the installation of Coordinated Franchise Structures other than Schedule Y  
Bus Shelter(s) is performed by a third party other than the Company or its contractor /  
subcontractor (for example, if performed by the Metropolitan Transportation Authority or the  
City), then the foregoing deduction will be reduced by the cost of the work performed as detailed  
in the Company’s cost breakdown set forth below. For any work performed by a third-party other  
than the Company or its contractor/subcontractor that is not specifically itemized in this Schedule  
Z, the Company shall submit a detailed cost estimate for such work to DOT, and DOT and the  
Company shall, thereafter, mutually agree on the value of such work. The deduction shall be made  
from the Cash Component of the Franchise Fee to be paid in the fourth quarter of the year in which  
such Coordinated Franchise Structure was installed, unless otherwise noted below.  
I. Bus Shelters Cost Information.  
A. Single Bus Shelter.  
i. Cash Component Deduction for DOT-Designated Bus Shelters (Single). For  
each single DOT-Designated Bus Shelter, the Company shall make a one-time  
deduction from the Cash Component of the Franchise Fee in accordance with  
Sections I(A)(ii) and I(C) hereof. Such deduction shall be made from the fourth  
quarter payment of the year in which such single DOT-Designated Bus Shelter  
was installed.  
ii. Installation Costs.  
The installation costs immediately below exclude foundations and trenching,  
which shall be charged at the actual cost depending upon the distance required  
to connect to the electrical grid (if applicable), as set forth in Section I(C)(i)  
below:  
- $43,000 per unit, installation including an advertising panel  
- $36,200 per unit, installation without an advertising panel  
B. Double Bus Shelter.  
i. Cash Component Deduction for DOT-Designated Bus Shelters (Double). For  
each double DOT-Designated Bus Shelter, the Company shall make a one-time  
deduction from the Cash Component of the Franchise Fee in accordance with  
Sections I(B)(ii) and I(C) hereof. Such deduction shall be made from the fourth  
38  
DRAFT  
quarter payment of the year in which such double DOT-Designated Bus Shelter  
was installed.  
ii. Installation Costs.  
The installation costs immediately below exclude foundations and trenching,  
which shall be charged at the actual cost depending upon the distance required  
to connect to the electrical grid (if applicable), as set forth in Section I(C)(i)  
below:  
- $84,000 per unit, installation including an advertising panel  
- $70,000 per unit, installation without an advertising panel  
iii. Double DOT-Designated Bus Shelter Installations. Each double DOT-  
Designated Bus Shelter shall count as two (2) Bus Shelter installations and two  
(2) Installed Bus Shelters. A double DOT-Designated Bus Shelter is a shelter  
that is greater than 25 feet in length.  
C. Additional Installation Costs.  
i. Foundation and Trenching: In connection with the installation of DOT-  
Designated Bus Shelters, the Company will provide DOT with the distance  
required and related costs for the foundation and trenching to connect such Bus  
Shelters to the electrical grid, if applicable. In all cases, DOT shall approve or  
reject the distance and the cost of the connection prior to the Company  
commencing any roadway work. The cost for such foundations and trenching  
is, as of the date hereof, between $120 and $200 per linear foot (which $200  
pricing, includes additional amounts for (i) construction conducted outside of  
the standard workday and such additional labor costs and the related concrete  
plant opening fees, (ii) curb construction, (iii) additional concrete in the event  
that the necessary foundation is deeper than the standard six (6) inches, and (iv)  
waterproofing). In no case will such additional installation cost be more than  
the actual cost incurred by the Company for foundation work and trenching at  
the particular location, exclusive of overhead or profit.  
ii. Special or Historic Pavements: Certain historic and distinctive streetscapes  
may require additional consideration when undertaking installation and may  
require the incurrence of additional costs. In the event that DOT directs the  
Company to install a DOT-Designated Bus Shelter at a location with decorative  
or special pavers (e.g., marble, granite, cobblestone, blue stone, etc.), such  
installation and/or trenching may be subject to deduction amounts in addition  
to the costs listed in this Schedule Z and such requirements shall be assessed on  
a site-by-site basis. In such event, the Company shall inform DOT of such  
sidewalk conditions and related costs of addressing an installation in such  
location, and the Company shall not proceed with the installation until DOT has  
39  
DRAFT  
approved the procedure for installation and any additional costs that may be  
required. In no case will such additional installation cost be more than the  
actual cost incurred by the Company in connection with the installation of a  
DOT-Designated Bus Shelter at a location with decorative or special pavers,  
exclusive of overhead or profit. Upon such approval, the Company may install  
a DOT-Designated Bus Shelter at such location, and shall provide DOT with  
information required to evidence the additional costs (as well as any other back-  
up DOT may require, including, but not limited to, information regarding costs  
for the manufacturing and installation of the DOT-Designated Bus Shelter). In  
all cases the Company shall install DOT-Designated Bus Shelters in compliance  
with the Agreement, including responsibility for any damage to any sidewalk  
or historic pavement which occurs during installation, such that the sidewalk or  
historic pavement shall be restored to its original condition, subject to the  
inclusion of the DOT-Designated Bus Shelter at such location.  
D. Reductions if any Site Work is Performed by a Third Party.  
i. “Site Work” as used in this Schedule Z shall include all work related to: (a)  
sidewalk opening/demolition; (b) trenching to power source (e.g., light pole);  
(c) underground conduit installation; (d) wire pull from power source to DOT-  
Designated Bus Shelter; (e) concrete restoration (post-installation of DOT-  
Designated Bus Shelter foundation plate installed by the Company), and (f)  
sidewalk resurfacing and finishing.  
ii. For clarity, DOT may perform some or all Site Work, directly or through a third  
party or sub-contractor, and in such event, the deductions set forth in this  
Section I shall reflect whatever reduction is applicable to the Company’s cost  
for work that was undertaken by DOT directly, or indirectly through a sub-  
contractor, and not undertaken by the Company.  
II. APTs  
A. Deductions in the Cash Component. The Cash Component of the Franchise shall be  
adjusted as follows:  
i. For up to the first twenty (20) New APTs (i.e., those New APTs installed pursuant to  
Section 2.4.6(b)(i)-(ii) of this Agreement) by the Unamortized APT Cost of any New  
APT.  
Such deduction shall be made from the Cash Component of the Franchise Fee due in  
the fourth quarter of the last year of the Term.  
ii. For any New APTs installed after the twentieth (20th) New APT is installed (i.e., those  
New APTs installed pursuant to Section 2.4.6(b)(iii) of this Agreement), (x) the full  
40  
DRAFT  
cost of the purchase of such New APT, which shall be $250,000 plus (y) cost of  
installation of such New APT, an estimate for which will be provided by the Company  
in accordance with Appendix G.  
Such deduction shall be made from the Cash Component of the Franchise Fee due in  
the fourth quarter of the year that the applicable New APT was installed.  
B. For each New APT, the “Unamortized APT Cost” shall mean $250,000 less the total  
depreciation allocated for such New APT through the expiration of the Term of this  
Agreement (or earlier removal of such New APT in accordance with this Agreement).  
The formula used to determine the amortization period of the Unamortized APT Cost shall  
be calculated as follows:  
i. On a straight-line basis over a 20-year period; and  
ii. using the actual date of installation of such New APT; and,  
iii. the cost of purchasing each New APT is $250,000.  
C. With respect to those New APTs installed pursuant to Section 2.4.6(b)(i)-(ii) of this  
Agreement, in the event the City directs the Company to install a New APT at a location  
which, after review by the Company, is projected to require installation costs in excess of  
$400,000 (as adjusted annually), the Company shall not be required to install a New APT  
at such location. In such event and if the City determines that such location remains desired  
for a New APT installation, then the Company shall install such New APT and amounts  
incurred by the Company for such installation in excess of $400,000 (as adjusted annually)  
shall also be deducted from the Cash Component due in the fourth quarter payment of the  
year in which such New APT is installed.  
41