

July 18, 2011

CLIFFORD S. HARRIS Vice President-Law, Programming

Ms. Jaclyn Brilling Secretary New York State Public Service Commission Cable Television Bureau Agency Building Three Empire State Plaza Albany, New York 12223

> Re: Town of Minisink Application for Renewal of Certificate of Confirmation

Dear Ms. Brilling:

It has been brought to our attention that there is a discrepancy on Page 15, Section 16.1.2 of the Renewal Franchise Agreement between Cablevision of Warwick, LLC and the Town of Minisink, which was originally submitted to the NYSPSC on May 18, 2011. The line should have correctly read "two hundred (200) feet," not "two hundred (150) feet." I have attached a revised page 15 of the Franchise Renewal Agreement and respectfully request that this revised page be substituted for the original page 15 of the Agreement. We regret any inconvenience this error may have caused.

Please let me know if you have any additional questions concerning this matter.

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Clifford Harris Vice President – Law, Programming

Attachment

CC: Town of Minisink Roger Hoch

PLUSSEA\COMMISSION\MINISINKTOWN/Letter/Franchise Typo (7-15-11)

CABLEVISION SYSTEMS CORPORATION 1111 Stewart Avenue, Bethpage NY 11714-3581 516 803-3197 Fax 516 803-2575 charris3@cablevision.com

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- **Town of Minisink, Orange County, New York** 16.1.1.1 Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution System of the premises. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution System are completed, and the responsibility for performance of the internal R.F. distribution system, and for distribution of the transmissions throughout such system shall be solely that of the administrator of the premises. Franchisee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its Cable System.
- 16.1.2. Where Franchisee is serving the area, but the premises to be connected with an aerial installation is located more than two hundred (200) feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond two hundred (200) feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such cost estimates shall be submitted to said recipient, in writing, before installation is begun.
- 16.2. Upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to the Town Hall or other place where the public business is conducted on behalf of the municipality in the Municipality as follows:
  (1) one standard installation; (2) one cable modem per installation; (3) cable modem service the term of this agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the Town Hall or other place where the public business is conducted on behalf of the municipality even if the Town Hall or other place where the public business is conducted on behalf of the municipality even if the municipality shall be comprised of more than one building.
- 16.3 . As used in this Agreement, the terms:
  - 16.3.1. "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and
  - 16.3.2. "Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.