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June 17, 2002

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

Re: Certificate of Confirmation  
Village of New Hyde Park

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Dear Ms. Deixler:

This application is submitted by Cablevision Systems Long Island Corporation ("Cablevision"), 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, for a renewal of the Certificate of Confirmation for the cable television franchise in the Village of New Hyde Park, New York ("Village").

The Village granted a cable television franchise to Cablevision by agreement dated October 27, 1978, which expired on October 27, 1993. Cablevision requested and the New York State Public Service Commission, Cable Television Bureau granted Temporary Operating Authority after the expiration of the initial term.

On January 11, 1993, Cablevision submitted an Application for Renewal of the Cable Television Franchise of the Village of New Hyde Park to the Village, a copy of which is annexed hereto and designated as Exhibit I.

On February 5, 2002, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal were held.

On May 21, 2002, the Village Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On June 25, 2002, the Village executed a nonexclusive cable television franchise agreement with Cablevision within the geographical boundaries of the Village, a copy of which agreement is annexed hereto as Exhibit IV.

New York State Public  
Service Commission  
June 17, 2002  
Page 2

Cablevision, pursuant to Section 821 of the New York State Executive Law and the Rules and Regulations thereunder now requests that the Commission confirm the franchise agreement. Cablevision intends to continue to engage in origination cablecasting and access cablecasting within the Village. The operation of the Village system has not been and will not be in violation of, or in any way inconsistent with, any federal or state law or regulation.

Under Section 821 of the New York State Executive Law, we now respectfully request Commission confirmation of the franchise agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read 'C. Forma', written over the typed name 'Charles A. Forma'.

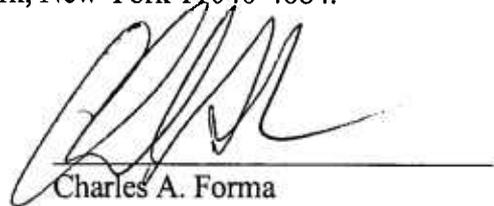
Charles A. Forma  
Senior Vice President, Law

Enclosures

cc: Village of New Hyde Park

PLUSSEA\COMMISSION\NEWHYDEPARK

I, Charles A. Forma, Senior Vice President, Law hereby certify that I have this 17<sup>th</sup> day of June, 2002, sent by first class United States Mail postage prepaid a copy of the foregoing Application for Renewal of Certificate of Confirmation to the Village Clerk, Village of New Hyde Park, Village Hall, 1420 Jericho Turnpike, New Hyde Park, New York 11040-4684.



Charles A. Forma

PLUSSEA\COMMISSIONNEWHYDEPARK



January 11, 1993

New York State Commission  
on Cable Television  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12223

Re: Village of New Hyde Park }

To The Commission:

Enclosed please find an original and four copies of an Application for Renewal of Franchise or Certificate of Confirmation submitted on behalf of Cablevision Systems Long Island Corporation for the Village of New Hyde Park. This Application is submitted for a full renewal of this franchise agreement.

Notice of the submission of this Application will be printed in a local paper. Affidavits of same will be forwarded to the Commission upon receipt.

Respectfully submitted,

Cablevision Systems Long  
Island Corporation

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

Charles A. Forma  
Vice President, Law-  
Cable Operations

CAF:vlg  
Enclosures

cc: Joan Hendricks  
Village of New Hyde Park

1/CAF1003/77

**APPLICATION FOR RENEWAL OF FRANCHISE OR  
CERTIFICATE OF CONFIRMATION**

1. The exact legal name of applicant is:

**Cablevision Systems Long Island Corporation**

2. Applicant does business under the following trade name or names:

**Cablevision**

3. Applicant's mailing address is:

**One Media Crossways  
Woodbury, NY 11797**

4. Applicant's telephone number(s) is/are:

**(516) 364-8450**

5. (A) This application is for a renewal of operating rights in the **Incorporated Village of New Hyde Park**

(B) Applicant serves the following additional municipalities from the same headend or from a different headend but in the same or an adjacent county:

**"See Attachment A"**

6. The number of subscribers in each of the municipalities noted above is:

Primary residential connections:  
Secondary residential connections:  
Residential pay-cable subscriptions:  
Commercial connections:  
Other:

**"See Attachment A"**

7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate):

**"See Attachment B"**

8. Applicant does [] does not [] provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

**"See Attachment C"**

9. The current monthly rates for service in the municipality specified in Question 5 (A) are:

Primary connections:  
Secondary connections:  
Pay-cable subscriptions:  
Commercial connections:  
Other:

**"See Attachment D"**

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5 (A)?

**NONE**

In the municipalities specified in Question 5 (B)?

**11.93 miles**

11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:

**"See Attachment E"**

12. Indicate whether applicant has previously filed with the State Commission on Cable Television its:

A. Current Statement of Assessment pursuant to Section 817 of the Executive Law?

Yes [X]

No [ ]

B. Current Annual Financial Report?

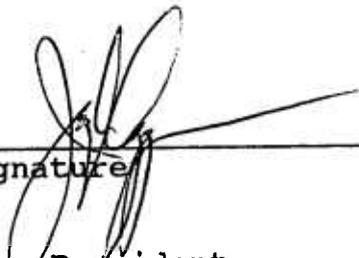
Yes [X]

No [ ]

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so, describe below:

"See Attachment E, items 3 and 6"

NOTE: Please attach a copy of applicant's current annual performance test results per 9 NYCRR Subtitle R Section 596.5.

  
\_\_\_\_\_  
Signature  
  
Vice President  
\_\_\_\_\_  
Title  
  
1/7/93  
\_\_\_\_\_  
Date

## ATTACHMENT "A"

CABLEVISION SYSTEM CORP.  
FRANCHISES LONG ISLAND  
TOTAL AS OF SEPTEMBER 30, 1992

F/TAX #	FRANCHISE	BASIC SUBSCRIBERS
0	OYSTER BAY	56,431
1	BABYLON	35,330
2	HEMPSTEAD(TOWN)	98,936
3	NORTH HEMPSTEAD	19,526
4	LINDENHURST	6,003
5	AMITYVILLE	2,098
6	FARMINGDALE	2,010
7	GLEN COVE	4,810
8	MASSAPEQUA PARK	4,021
9	CENTRE ISLAND	67
10	LAUREL HOLLOW	360
11	ROSYLN	828
12	ROSYLN ESTATES	298
13	WESTBURY	2,473
14	BAYVILLE	1,700
15	MINEOLA	3,960
16	HUNTINGTON* (75)	35,239
17	VALLEY STREAM	6,885
18	SEA CLIFF	1,135
19	ISLAND PARK	1,994
20	FREEPORT	6,782
21	WILLISTON PARK	1,541
22	STEWART MANOR	1,423
24	EAST ROCKAWAY	2,069
25	LONG BEACH	7,794
26	PORT WASHINGTON	585
27	MANORHAVEN	1,243
28	BAXTER ESTATES	192
29	NEW HYDE PARK	702
30	NEW HYDE PARK	809
31	FLORAL PARK	377
32	FLORAL PARK	2,606
33	HEMPSTEAD(VILLAGE)	6,358
34	SOUTH FLORAL PARK	234
35	CEDARHURST	1,219
36	GARDEN CITY	3,939
37	EAST WILLISTON	528
38	HEWLETT HARBOR	301
39	ROCKVILLE CENTER	5,469
40	ATLANTIC BEACH	587
41	BELLROSE	195
42	EAST HILLS	1,801
43	WOODSBURGH	201
44	HEWLETT NECK	134
45	HEWLETT BAY PARK	155
46	MALVERNE	2,065
47	HILL NECK	174
48	ASHAROKEN	207
49	OLD WESTBURY	168
50	OLD WESTBURY	433
51	SANDS POINT	386
52	MUTTINGTOWN	505
53	UPPER BROOKVILLE	207
54	LATTINGTON	278
55	MATINECOCK	127
56	OYSTER BAY COVE	372
57	COVE NECK	60
58	OLD BROOKVILLE	245
59	LLOYD HARBOR	582
60	BROOKVILLE	293
75	HUNTINGTON	10,784
76	NORTHPORT	2,135
77	HUNTINGTON BAY	425
80	VILLAGE OF BABYLON	3,285
81	VILLAGE OF KINGS POINT	1,051
82	VILLAGE OF GREAT NECK	2,309
83	VILLAGE OF SADDLE ROCK	211
84	VILLAGE OF GREAT NECK ESTATES	619
85	VILLAGE OF KENSINGTON	227
86	VILLAGE OF GREAT NECK PLAZA	2,278
87	VILLAGE OF RUSSELL GARDENS	303
88	VILLAGE OF THOMPASTON	580
89	VILLAGE OF LAKE SUCCESS	634
90	VILLAGE OF PLANDOME PLAZA	192
91	VILLAGE OF PLANDOME	323
92	VILLAGE OF PLANDOME HEIGHTS	181
93	VILLAGE OF FLOWER HILL	1,039
94	VILLAGE OF MUNSEY PARK	582
95	VILLAGE OF NORTH HILLS	1,315
96	ROSYLN HARBOR	199
		-----
		365,122

ATTACHMENT "B"  
ANSWER TO QUESTION # 7

**CABLEVISION OF LONG ISLAND**

VHF OFF-AIR PICKUP

WCBS-TV NY Channel 2  
WNBC-TV NY Channel 4  
WNYW-TV NY Channel 5  
WABC-TV NY Channel 7  
WOR-TV NY Channel 9  
WPIX-TV NY Channel 11  
WNET-TV NJ Channel 13

MICROWAVE

WVIA-TV Channel 44

SATELLITE

Mind Extension University  
Local Weather  
CNBC  
C-Span  
HBO  
Cable News Network  
The Weather Channel  
ESPN  
Arts & Entertainment  
USA Network  
Nashville Network  
E! Entertainment Television  
Country Music Television  
Discovery Channel  
The Silent Network  
Nickelodeon  
Lifetime  
National Jewish Television  
The Family Channel  
VH-1 (Video Hits-1)  
MTV  
Disney Channel  
American Movie Classics  
Bravo  
The Movie Channel  
Cinemax  
Showtime  
Playboy Channel  
WTBS Atlanta  
SportsChannel  
Madison Square Garden Network  
TNT (Turner Network Television)  
Sports Channel America  
Pay Per View

UHF OFF-AIR PICKUP

WLIW-TV NY Channel 21  
WNYC-TV NY Channel 31  
WXTV-TV NY Channel 41  
WNJU-TV NY Channel 47  
WLIW-TV NY Channel 55

LOCAL

Weather Time  
Swap and Shop  
OTB Racing  
On Cablevision  
Extra Help  
LISN

FIBER OPTICS

New 12 Long Island  
Telicare

**ATTACHMENT "C"**

**ANSWER TO QUESTION #8**

**Summary of Programming**

Over the past twelve months, Cablevision's Long Island System has produced and cablecast nearly 1,100 hours of local origination programming which includes the following:

**CABLEVISION'S LONG ISLAND SPORTS NETWORK:** Coverage of over 100 local high school and college sporting events.

**EXTRA HELP:** Live, call-in tutorial series for senior high school students, televised eight hours per week during the school year.

**CABLEVISION'S SPECIAL EDITION:** Documentaries which air six times per year that profile Long Island people and organizations striving to better the Long Island region.

**CABLEVISION'S SPECIAL PRESENTATIONS:** Coverage of local community events, such as parades and fairs which airs approximately six times per year.

**GOVERNMENT AFFAIRS:** More than 29 regularly scheduled public affairs programs hosted by local elected officials and community leaders are coordinated by Cablevision's Long Island System. Two such programs are "Inside Village Hall" a program produced by and for the 64 municipal members of the Nassau Village Officials Association and "New Hyde Park On Camera", which is hosted by the Village Mayor or Trustee and discusses issues affecting the residents of the village. Bay.

ATTACHMENT "D"

RATE INFORMATION

Standard Installation Cost	\$55.00
Family Cable	\$20.90/month
Premium Services	\$13.00 - \$43.60 (plus \$20.90 Family)
Secondary	
.Non-Converter	\$ 7.50/mo.
.With Channel Selector	\$10.50 - \$12.50/mo.
Commercial Basic Primary	\$40.00/mo.
Commercial Pay Cable Connection	\$60.00 - \$110.00/mo.

## ATTACHMENT "E"

State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:

Cablevision has taken several steps to improve system operation and has achieved several goals, outlined below:

1. Cablevision's Long Island system is the largest single cable system in the nation both in terms of plant miles and subscribers. With both above ground and underground construction up to the fourth quarter of 1992, the system now has over 5,500 miles of cable plant and a subscriber base of over 370,000.
2. Cablevision has implemented an extensive preventative maintenance program. This program, in conjunction with a headend upgrade effort, has allowed us to reduce our service call ratio dramatically to .281 per subscriber per year.
3. Cablevision has completed the installation of battery operated stand-by power for the Long Island System. These power supplies will keep the cable system operating for approximately 2-1/2 - 3 hours, even in the event of a power failure. Since the completion of this standby power project, Cablevision has experienced a significant reduction in power related outages, resulting in a reduction in subscriber cable outage time.
4. Cablevision has completed a new five million dollar technical center in Hicksville, Long Island, N.Y. which houses an on line state-of-the art FM fiber headend.
5. As of December 1992, Cablevision has activated over 35 A.M. fiber nodes throughout the 5500 miles of cable plant. This improves both picture quality and reduces outages affecting large numbers of subscribers.
6. On March 26, 1992, Cablevision was awarded two Emmy Awards for its cable programming by the National Academy of Television Arts and Sciences, New York Chapter. The Emmy's were for "Outstanding Editorial/Commentary" for the Editorial on the New York State Budget and "Outstanding Documentary" for the Cablevision Special Edition: Project Understanding.
7. Cablevision is committed to promoting a partnership between cable and the schools in its community. To reinforce that commitment, Cablevision has introduced "Cable in the Classroom". "Cable in the Classroom" was created to match the resources of the cable industry with the needs of local schools. As part of a nationwide effort, twelve cable networks now offer commercial-free educational programming to

Long Island schools including news, documentaries, drama, history, science, and the performing arts--all specifically tailored to suit the needs of the schools and their curriculum. Cablevision's specific involvement includes the hookup of every Long Island school with Family Cable service, which has 28 channels of programming (including the twelve cable networks), and eight (8) free subscriptions to The Educator's Guide To Cable Programming which is mailed monthly to each school participating in Cablevision's Cable in the Classroom project. "Extra Help", Cablevision's homework tutorial program is now in its fifteenth year. The program curriculum has been expanded as well as the viewership to include Cablevision's Hauppauge and East End systems.

8. Cablevision supports hundreds of Long Island community based organizations through cash contributions and/or the production and airing of public service announcements and community service programming on its cable system. Over the last three years, the annual Holiday Charity Campaign has raised over \$165,000 for fifteen needy, grass-roots Long Island non-profit organizations. The campaign, which runs from November 1 to December 31, allows new cable subscribers to pledge \$5.00 of the installation fee to one of five charities. In March 1991 Cablevision presented five Long Island Charities with over \$58,000.00 in contributions to be used to help better the lives of the people they serve. The 1992 campaign is underway and we look forward to presenting the contributions in early 1993 to this year's group of five charities.
9. Through the airing of PSA's and community events programming, Cablevision uses its medium to provide local organizations with the valuable opportunity to create awareness of their programs and to promote their special events. Each year, six "Cablevision: Special Edition" documentary style programs, profiling people and organizations striving to better the Long Island region, are produced and aired on the Long Island systems. These award winning programs focus on such subjects as the environment, science, research, medicine, volunteerism, philanthropy and local heroes.
10. In September 1992, Cablevision in conjunction with the League of Women Voters sponsored an island-wide voter registration campaign at each of their walk in centers during which over 2,000 residents were registered.

11. Cablevision implemented a pilot Installation Repair Program within the system. During 1992, this program has decreased the number of multiple trips to customers and has increased time appointments to allow for two hour windows. The Installation Repair Program will be expanded in 1993.
12. Cablevision has filed an application for the Seal of Good Customer Service Award of the National Cable Television Association and the Cable Television Association of New York's Industry Standards Certification for Customer Service Excellence. Both applications are pending approval.

# 24 HOU. LEVEL VARIA. ON TEST

System: N. HEMPSTEAD MAP 07-47  
 Location: SUPERIOR ST X 239TH ST POLE-L-6 Test Point #: 3  
 Start Date: 8/24/92  
 Signal Level Meter - Make: Wavetek Model: Sam 2000 Serial #: 0303190

Channel Freq.	Aural Diff.	Aural 1-st.	Visual 1-st.	Visual 2-nd.	Visual 3-rd.	Visual 4-th.	Vari-ation	Channel Freq.	Aural Diff.	Aural 1-st.	Visual 1-st.	Visual 2-nd.	Visual 3-rd.	Visual 4-th.	Vari-ation			
2	V 65.25 A 59.75	16	-3	13	15	15	14	2	27	V 241.26 A 245.76	15	-2	13	15	16	14	3	
3	V 61.25 A 65.75	15	-3	11	13	14	12	3	28	V 247.26 A 251.76	13	1	14	15	16	14	2	
4	V 67.25 A 71.75	16	-6	10	12	12	11	2	29	V 253.26 A 257.76	15	-1	14	15	16	14	2	
5	V 77.25 A 81.75	13	-4	9	11	12	10	3	30	V 259.26 A 263.76	8	0	8	16	16	12	8	
6	V 83.25 A 87.75	14	-4	10	11	12	10	2	31	V 265.26 A 269.76	11	2	13	14	13	12	2	
57	V 91.25 A 95.75	14	-4	10	12	13	11	3	32	V 271.26 A 275.76	11	2	13	15	15	14	2	
58	V 97.25 A 101.75	14	-4	10	12	13	11	3	33	V 277.26 A 281.76	7	1	8	14	14	13	6	
60	V 109.27 A 113.77	10	-2	8	14	15	14	7	34	V 283.26 A 287.76	12	1	13	14	15	14	2	
61	V 115.27 A 119.77	11	-3	8	10	11	10	3	35	V 289.26 A 293.76	10	2	12	12	13	14	2	
14	V 121.26 A 125.76	13	0	13	15	16	15	3	36	V 295.26 A 299.76	12	0	12	14	12	13	2	
15	V 127.26 A 131.76	15	-2	13	14	15	14	2	37	V 301.26 A 305.76	12	0	12	14	15	14	3	
16	V 133.26 A 137.76	13	1	14	15	16	15	2	38	V 307.26 A 311.76	13	0	13	14	15	14	2	
17	V 139.26 A 143.76	14	0	14	16	16	15	2	39	V 313.26 A 317.76	14	0	14	15	16	15	2	
18	V 145.26 A 149.76	14	0	14	15	16	15	2	40	V 319.26 A 323.76	12	1	13	15	16	14	3	
19	V 151.26 A 155.76	15	0	15	17	17	16	2	41	V 325.26 A 329.76	14	0	14	15	16	14	2	
20	V 157.26 A 161.76	16	-1	15	17	17	16	2	42	V 331.26 A 335.76	14	0	14	15	16	15	2	
21	V 163.26 A 167.76	16	-2	14	16	17	14	3	43	V 337.26 A 341.76	14	0	14	15	16	15	2	
22	V 169.26 A 173.76	15	0	15	17	18	16	3	44	V 343.26 A 347.76	15	-2	13	15	15	13	2	
7	V 175.26 A 179.76	15	-1	14	16	17	15	3	45	V 349.26 A 353.76	13	-2	11	13	13	12	2	
8	V 181.26 A 185.76	15	-1	14	16	17	15	3	46	V 355.26 A 359.76								
9	V 187.26 A 191.76	15	-1	14	16	16	15	2	47	V 361.26 A 365.76	13	-3	10	11	11	10	1	
10	V 193.26 A 197.76	15	-2	13	14	15	14	2	48	V 367.26 A 371.76	14	-5	9	10	11	9	2	
11	V 199.26 A 203.76	14	-2	12	14	15	14	3	49	V 373.26 A 377.76	14	-6	8	10	10	9	2	
12	V 205.26 A 209.76	15	-3	12	14	14	13	2	50	V 379.26 A 383.76	13	-5	8	9	10	9	2	
13	V 211.26 A 215.76	14	-2	12	14	15	13	3	51	V 385.26 A 389.76	16	-8	8	9	10	8	2	
23	V 217.26 A 221.76	15	-3	12	14	15	14	3	52	V 391.26 A 395.76	10	-2	8	11	11	9	3	
24	V 223.26 A 227.76	11	1	12	14	15	13	3	53	V 397.26 A 401.76	12	-9	3	5	6	4	3	
25	V 229.26 A 233.76	15	-4	11	13	14	12	3	Maximum Adjacent Visual Carrier Level Difference			6	6	5	5			
26	V 235.26 A 239.76	15	-1	14	15	16	14	2	Maximum Level Difference For All Visual Carriers			12	12	12	12	8		
									Technician:		#965		#966		#966		#962	
									Start Time:		12:55 PM		7:45 PM		1:50 PM		2:02 PM	
									Temperature:		60°		70°		85°		70°	

ANNUAL PROOF OF PERFORMANCE TEST

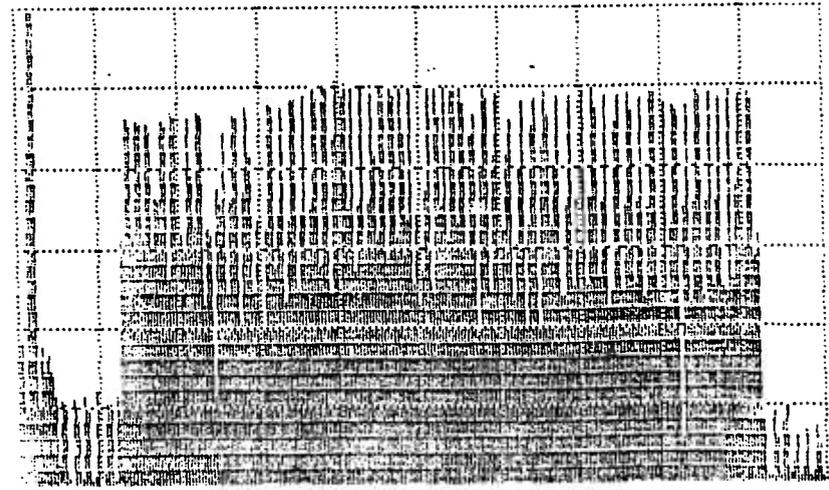
DATE: 10/6/92      TECHNICIAN: 312  
 HEAD END: NORTH HEMPSTEAD      LOCATION: SUPERIOR ST  
 TOWN: BELLROSE TERRACE      239<sup>TH</sup> ST  
 AMP. #: NH187-3      MODEL #: XF-1      <sup>32 TAP</sup> MAP #: 07-47      <sup>POLICE 6</sup> TIME: 2:00 AM      TEMP: 50°  
 TRUNK CASCADE: 26 + BRIDGER ( 1 ) DISTRIBUTION ( ✓ ) + L.E.: ✓

P/V = 8 P13

VISUAL CARRIER LEVELS

2: <u>10</u>	60: <u>7</u>	20: <u>13</u>	11: <u>14</u>	27: <u>14</u>	34: <u>12</u>
3: <u>10</u>	<sup>61</sup> 14: <u>11</u>	21: <u>14</u>	12: <u>14</u>	28: <u>14</u>	35: <u>13</u>
4: <u>9</u>	15: <u>11</u>	22: <u>14</u>	13: <u>14</u>	29: <u>15</u>	36: <u>14</u>
5: <u>10</u>	16: <u>12</u>	7: <u>14</u>	23: <u>14</u>	30: <u>12</u>	37: <u>14</u>
6: <u>10</u>	17: <u>12</u>	8: <u>14</u>	24: <u>14</u>	31: <u>13</u>	38: <u>14</u>
57: <u>11</u>	18: <u>12</u>	9: <u>14</u>	25: <u>13</u>	32: <u>12</u>	39: <u>14</u>
58: <u>11</u>	19: <u>13</u>	10: <u>13</u>	26: <u>14</u>	33: <u>10</u>	40: <u>15</u>
					41: <u>15</u>
					42: <u>14</u>
					43: <u>14</u>
					44: <u>13</u>
					45: <u>13</u>
					46: <u>12</u>
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					49: <u>14</u>
					50: <u>13</u>
					51: <u>13</u>
					52: <u>13</u>
					53: <u>13</u>

SWEEP PHOTO



CF 225.0MHZ  
 \*SP 450 MHZ      10 DB/DIV

TEST EQUIPMENT

- TYPE: SLM      MAKE: WAUETEK      MODEL: SAM IV      SERIAL #: 2630336
- TYPE: SYSTEM ANALYZER      MAKE: WAUETEK      MODEL: 1881      SERIAL #: 4413066
- TYPE: SPEC. ANALYZER      MAKE: HEWLETT-PACKARD      MODEL: 8565 A      SERIAL #: 1748A000378
- TYPE: SYSTEM ANALYZER      MAKE: WAUETEK      MODEL: 1882      SERIAL #: 333068

ANNUAL PROOF OF PERFORMANCE TEST

CHANNEL	CARRIER TO HUM	CARRIER TO CROSS MOD.	CARRIER TO C.T.B.	CARRIER TO NOISE	ON CHANNEL RESPONSE
2	.6	<-62	51	37	.5
* 4				39	.5
5	.9	<-62	50	40	1.0
57	.6	<-62	58	51	1.5
58	.5	<-62	55	43	1.0
21	.1	<-62	59	46	1.0
7	.1	<-62	59	49	1.0
9	.7	<-62	55	45	1.5
11	.5	<-62	58	47	1.0
13	.5	=-61	59	48	1.0
27	.6	=-60	59	48	1.0
OTHER: * 29				47	.5
OTHER: 36	.8	=-60	61	50	.5
OTHER: 40	1.0	=-61	55	45	.5
OTHER: 53	.1	<-62	58	47	.5
OTHER:					

\*\*\*\*\*

	C/N	C.T.B.	X MOD.
<u>CALCULATED</u>			
<u>ACTUAL</u>			
<u>DIFFERENCE</u>			



January 7, 1993

The Honorable Robert C. Bogart  
Mayor  
Incorporated Village of New Hyde Park  
1420 Jericho Turnpike  
New Hyde Park, NY 11040

Dear Mayor Bogart:

This letter is to inform you that the franchise agreement between Cablevision Systems Long Island Corporation and the Incorporated Village of New Hyde Park is scheduled to expire on October 27, 1993.

Pursuant to New York State law, our Application for Renewal of Franchise is being forwarded to the Cable Commission. A copy will be sent to you shortly.

Cablevision has enjoyed serving the residents of your community for the past fourteen years and we look forward to continuing that relationship.

Should you have any questions regarding this application or the renewal process, please do not hesitate to contact Joan Hendricks, Regional Director of Public Affairs at (516) 496-1308.

Sincerely,



Joseph Azznara  
Vice President  
General Manager

JA/jb

cc: Charles Forma, Esq.

Litmor Publishing Corp.

Affidavit of Publication

County of Nassau, } ss:
State of New York, }

Stella DeMartino, being duly sworn, deposes and says that she is the Principal Clerk of The Publisher of

The New Hyde Park Herald Courier

a weekly newspaper published at New Hyde Park in the County of Nassau, in the State of New York, and that a notice, a printed copy of which is hereto annexed, has been published in said newspaper once in each week for

One weeks, via:

Legal Ad 4009

Insert 1/11/02

Stella DeMartino

Sworn to before me this 11th day

of January, 2002

Notary Public in and for Nassau County.

MARGARET M. NORRIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01NO6025757
QUALIFIED IN SUFFOLK COUNTY
COMM. EXPIRES JUNE 1, 2003

LEGAL NOTICE
Inc. Village of
New Hyde Park
Notice of a Public Hearing

PLEASE TAKE NOTICE that a Public Hearing of the Village Board of the Inc. Village of New Hyde Park will take place on Tuesday, February 5, 2002, at 7:30 in Village Hall, 1420 Jericho Turnpike, New Hyde Park, NY, 11040.

Subject: Application of Cablevision Systems Long Island Corporation, One Media Crossways, Woodbury, New York, for renewal of its cable television franchise with the Village of New Hyde Park. At this hearing, the Board of Trustees will hear interested persons who wish to address the Board with respect to Cablevision's compliance with the requirements of the existing cable television franchise, and the community's cable related needs and interests for a new franchise agreement. All relevant documents may be inspected at the office of the Village Clerk, 1420 Jericho Turnpike, New Hyde Park, New York, during regular business hours.

DATED: January 25, 2002
BY ORDER OF THE
BOARD OF TRUSTEES
MARY ANNE MINERVA
VILLAGE CLERK-
TREASURER

NHP 4009
1X-1/11



# Incorporated Village of New Hyde Park Village Hall

1420 Jericho Turnpike • New Hyde Park, NY 11040-4684

(516) 354-0022 • Fax: (516) 354-6004

Website: [www.vnhp.org](http://www.vnhp.org)

Daniel P. Petruccio  
*Mayor*

*Trustees:*

Richard A. Coppola, Jr.  
Robert A. Lofaro  
Donald B. Barbieri  
Lawrence J. Montreuil

David P. Sullivan  
*Village Justice*

Mary Anne Minerva  
*Village Clerk-Treasurer*

James J. McCloat  
*Superintendent  
Department of  
Public Works*

STATE OF NEW YORK     )  
COUNTY OF NASSAU     )  
VILLAGE OF NEW HYDE PARK )

I do hereby certify that I have compared the annexed copy of Resolution No. 01-135, adopted by the Village Board on May 21, 2002, with the original, on file in the office of the Village Clerk of the Village of New Hyde Park, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Village of New Hyde Park on this 22<sup>nd</sup>, day of May 2002.

Mary Anne Minerva  
Village Clerk-Treasurer

INC. VILLAGE OF NEW HYDE PARK

BOARD OF TRUSTEES

RESOLUTION NO. 01-135

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT BETWEEN THE INCORPORATED VILLAGE OF NEW HYDE PARK AND CABLEVISION SYSTEMS LONG ISLAND CORPORATION

WHEREAS, the Village of New Hyde Park (hereinafter "Village") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and

WHEREAS, Cablevision Systems Long Island Corporation (hereinafter "Franchisee"), having previously secured permission of the Village to use such streets, rights of way, and public grounds under a franchise agreement that has since expired, has petitioned the Village for a renewal of such franchise, and

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

WHEREAS, during said public hearing and proceeding, various proposals of the parties for constructing, maintaining, improving and operating the communications System described in a previously submitted proposed franchise renewal agreement were considered and found adequate and feasible; it is therefore,

RESOLVED, that the Honorable Daniel P. Petruccio, Mayor of said Village be and hereby is authorized to execute the previously submitted proposed franchise renewal agreement on behalf of said Village.

UPON MOTION MADE BY TR. BARBIERI, SECONDED BY TR. MONTREUIL the foregoing RESOLUTION was Tabled / X / Adopted / Defeated upon the following roll call vote of the members of the Board.

<u>Member</u>	<u>Absent</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Trustee Coppola:	_____	<u>X</u>	_____	_____
Trustee Lofaro:	_____	_____	_____	<u>X</u>
Trustee Barbieri:	_____	<u>X</u>	_____	_____
Trustee Montreuil:	_____	<u>X</u>	_____	_____
Mayor Petruccio:	_____	<u>X</u>	_____	_____

Dated: New Hyde Park, New York

May 21, 2002

ATTEST: [Signature]  
Village Clerk-Treasurer/Deputy Clerk

**A FRANCHISE RENEWAL AGREEMENT**  
**between the**  
**Incorporated Village of New Hyde Park, Nassau County,**  
**State of New York**  
**and**  
**Cablevision Systems Long Island Corporation**

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**A FRANCHISE RENEWAL AGREEMENT**  
**between the**  
**Incorporated Village of New Hyde Park, Nassau County,**  
**State of New York**  
**and**  
**Cablevision Systems Long Island Corporation**

**WHEREAS**

The Incorporated Village of New Hyde Park (hereinafter referred to as "Village") has all exclusive and requisite authority to grant cable television franchises and renewals permitting and regulating the use of its streets, rights of way, and public grounds; and,

**WHEREAS**

Cablevision Systems Long Island Corporation (hereinafter referred to as "Franchisee"), having previously secured the permission of the Village to use such streets, rights of way, and public grounds under a Franchise Agreement that has since expired, has petitioned the Village for a renewal of such franchise; and,

**WHEREAS**

The Village and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

**WHEREAS**

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

**WHEREAS**

During said public hearings and proceedings, Franchisee's commitments, as set out in this franchise renewal, for constructing, maintaining, improving, and operating the communications system described herein were considered and found adequate and feasible; and,

**WHEREAS**

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

**THEREFORE**

The Village and Franchisee agree as follows:

**1.0 DEFINITION OF TERMS**

1.1 **"A/B Switch"**: the capability to switch from one video feed to another video feed.

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

1.3 **"Cable Service"**: (also herein referenced as "service") the one-way transmission to subscribers of (a) video programming (meaning programming provided by, or comparable to programming

provided by, a television broadcast station), and (b) other programming service (meaning information that a cable operator makes available to all subscribers generally), including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

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

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

1.6            "**Downstream**": the direction of signal transmission from the head end to the subscriber's terminal.

1.7            "**Effective Date**": the date upon which this Agreement is

granted approval by the NYSPSC.

1.8           **"FCC"**:    the Federal Communications Commission or any successor agency.

1.9           **"Franchise"**:   the rights and obligations described in this document, and used interchangeably with the term **"Agreement"**.

1.10          **"Franchise Fee"**: the percentage, as specified in this Agreement, of Franchisee's **Gross Revenues** remitted by Franchisee to the Village in exchange for the rights granted pursuant to the Franchise.

1.11          **"Franchisee"**:    Cablevision       Systems       Long       Island Corporation, and its lawful successors and assignees.

1.12          **"Gross Revenues"**:   The total annual subscription charges (including charges paid for pay television and pay-per-view services) paid to **"Franchisee"** by all subscribers located within the Village for video programming services provided by **"Franchisee"**, and advertising and home shopping revenues, but not including amounts collected by **Franchisee** from subscribers as sales or use taxes, for franchise fees or for access or capital costs for public, educational and governmental access. The term

"Gross Revenue" shall not include revenue received by Franchisee for the provision of Cable Modem services over the Communication System. The Franchisee and the Village agree, however, that should the FCC decide that cable modem services over a cable system are "Cable Services" as defined under applicable federal law, or should a court of competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals related thereto, the Village shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable State law or this Franchise to include recurring monthly subscriber receipts from the provision of such services as "Gross Revenue," and Franchisee agrees to pay Franchise Fees on such receipts, on a going forward basis, effective sixty (60) days following the date of issuance of an order from the NYSPSC approving such amendment.

1.13        **"Material provisions"**: Those provisions identified in section 9.2 of this Franchise.

1.14        **"Non-material provisions"**: all clauses not deemed to constitute a **"material provision"**, as defined and described herein, but constituting obligations upon the **"Franchisee"**, nonetheless.

1.15        **"NYSPSC"**: the New York State Public Service Commission

or any successor State agency with similar responsibilities.

16.1 1.16 **"PEG"**: public, educational and governmental access programming.

16.2 1.17 **"Service Outages"**: shall mean a loss of picture or sound on all basic subscriber channels or on all channels provided on any other service tier or on one or more premium channels which is not caused by the subscriber's television receiver or the subscriber.

1.18 **"Upstream"**: the direction of signal transmission from the subscriber terminal to the headend.

1.19 **"Village"**: the Incorporated Village of New Hyde Park, Nassau County, State of New York.

## PART I -- THE FRANCHISE

### 2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the non-exclusive right, privilege, and authority to operate and maintain a Communications System within the streets, alleys, and public ways of the Village.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the

public streets, alleys, and ways within the Village, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the system in conformance with the Village's generally applicable local laws, ordinances, rules, regulations and resolutions.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of the Village's generally applicable local laws, ordinances, rules, regulations, and resolutions regarding permits, fees to be paid, or manner of construction unless otherwise stated herein.

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

2.5 This Franchise Renewal Agreement may not be modified or amended except in writing, duly executed by the Village and the Franchisee.

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

3.1 This Agreement shall not be construed as any limitation upon the right of the Village to grant to other persons rights,

privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Village specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject to the terms of this Agreement.

3.2 Such additional franchises shall be on such terms and conditions, and include such privileges and obligations, as in the judgment of the Village are necessary and proper, subject to the terms of this Agreement.

#### **4.0 TERRITORIAL LIMITS**

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Village, schools within the Village, and any area annexed thereto during the term of this Agreement; provided, however, that any and all property of the Village which is sold, transferred, exchanged or otherwise disposed of during the terms of this Agreement shall be free and clear of obligations or claims pursuant to this Agreement. In the event the Village annexes additional territory during the term of this Agreement, the Franchisee shall provide Cable Service within such areas with due diligence after notification from the Village to do so.

**5.0 FRANCHISE SUBJECT TO LAW AND REGULATION**

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC or their successor agencies.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC.

5.3 All rights and privileges granted hereby are subject to the police power of the Village to adopt and enforce local laws, ordinances, rules, resolutions and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the Village is the right to adopt, in addition to the provisions of this Agreement and existing local laws, ordinances, rules, resolutions and regulations, such additional local laws, ordinances, rules, resolutions and regulations as it may find necessary in the exercise of its police power; provided, however, that such local laws, ordinances, rules, resolutions and regulations are reasonable and not materially in conflict with the privileges granted in this Agreement.

5.4 Within sixty (60) days of the grant of this Franchise by the Village, Franchisee shall file a request for certification of

this Franchise with the NYSPSC and shall provide the Village with evidence of such filing.

5.5 The Mayor, or other person as designated by the Village, will be responsible for the continuing administration of the rights and interests of the Village in the Franchise and such person will be the addressee for all communications of Franchisee with the Village unless Franchisee is otherwise directed.

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

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken only in strict accordance with the generally applicable ordinances, local laws, rules, regulations and resolutions of the Village.

6.2 No poles, underground conduit or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities.

6.3 All structures, lines and equipment erected by Franchisee within the Village shall be so located as to cause minimum

this Franchise with the NYSPSC and shall provide the Village with evidence of such filing.

5.5 The Mayor, or other person as designated by the Village, will be responsible for the continuing administration of the rights and interests of the Village in the Franchise and such person will be the addressee for all communications of Franchisee with the Village unless Franchisee is otherwise directed.

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

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken only in strict accordance with the generally applicable ordinances, local laws, rules, regulations and resolutions of the Village.

6.2 No poles, underground conduit or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities.

6.3 All structures, lines and equipment erected by Franchisee within the Village shall be so located as to cause minimum

interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Village to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures, provided that Franchisee complies with the generally applicable ordinances, local laws, rules, regulations and resolutions of the Village regarding the removal, trimming and cutting of trees and bushes. If the same are not performed by Franchisee in a timely manner following written notice, the Village may perform the same (or cause the same to be performed) at the sole cost and expense of the Franchisee. Prior to the removal, trimming and/or cutting of any trees and bushes, advance notice shall be given by Franchisee to the Village

Clerk, and Franchisee shall obtain from the Village any permits required by the Village for the work to be performed. Such advance notice shall include a description which shall include the location of the tree and/or bush, a description of the work to be performed, and the identification of the contractor or sub-contractor who will perform the removal, trimming and/or cutting. All contractors or subcontractors employed by Franchisee for such purpose shall display Franchisee' corporate logo or decal on the trucks to be used in the removal, trimming and/or cutting of trees or bushes within the Village.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with the Village's generally applicable local laws, ordinances, rules, resolutions and regulations, and within 30 days (or such shorter time as the Village may reasonably require), replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee at its own cost and expense in accordance with the Village's generally applicable local laws and ordinances, rules, regulations, and resolutions within thirty (30) days (or such shorter time as the Village may reasonably require) weather

permitting and restored to as good a condition as existed before said work was commenced. If the same are not performed by Franchisee in a timely manner, the Village may perform the same at the sole cost and expense of the Franchisee.

6.6 All structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Village, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Village, any public utility serving the Village or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this Agreement does not establish priority for use over other present or future permit or Agreement holders or the Village's own use of the streets and public grounds. The Village shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Village to require such

reconstruction, relocation, change or discontinuance of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Village, as shall in the opinion of the Village be necessary in the public interest.

6.8 Nothing in this Agreement shall hinder the right of the Village or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Village or any governmental authority.

6.9 Upon request of a person holding a building or moving permit issued by the Village, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings or the performance of other work. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required. The Franchisee shall, without charge to the

Village, temporarily raise or lower its wires or other property or relocate portions of the System temporarily in connection with any project, construction, alteration or other work performed by or on behalf of the Village.

**7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE**

7.1 No change in control of Franchisee, the System, or this Franchise whether by assignment, sale or transfer shall occur without the prior written consent of the Village which consent will not be unreasonably withheld.

7.2 At least one-hundred twenty (120) days before a proposed assignment, sale, transfer or change of control is scheduled to become effective, Franchisee shall petition in writing for the Village's written consent of such proposed assignment, sale, transfer or change.

7.3 Franchisee shall provide the Village with the information required to be filed pursuant to FCC Form 394. In determining whether to approve said petition, the Village may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the Franchise hereunder:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(b) qualifications of proposed assignee or transferee;

(c) legal integrity of proposed assignee or transferee;

(d) financial ability and stability of the proposed assignee or transferee;

(e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;

(f) the likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the System.

4        7.4        Before an assignment, sale, transfer or change of control is approved by the Village, the proposed assignee, purchaser, transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the currently applicable Agreement.

5        7.5        An assignment, sale, transfer or change of control shall not relieve the Franchisee of its liabilities under the Agreement until the assignment, sale, transfer or change of control actually takes place, or unless specifically relieved by the FCC, the NYSPSC, or by the Village at the time an assignment, sale, transfer or change of control is approved.

7.6 No consent from the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the Franchisee, including a change of ownership or control of Franchisee or of this Franchise to Cablevision Systems Corporation, CSC Holdings, Inc., or to another subsidiary of Cablevision Systems Corporation.

7.7 In the event that the Village refuses to grant the aforementioned petition, it shall set forth specific reasons for its decision in writing by municipal resolution.

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

8.1 The Village may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

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

(b) Franchisee takes the benefit of any present or

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

(c) Franchisee attempts or does practice a fraud or deceit in its securing of this Franchise or of any change therein or any benefit pursuant thereto; or

(d) Franchisee fails to comply with provisions of this Agreement, pertaining to public, educational, and governmental access; or

(e) Franchisee practices fraud or displays repeated negligence or fails three or more times within a twelve (12) month period in the accurate reporting of information to the Village, including but not limited to information pertaining to Franchisee's calculation of the Fee payable to the Village; or

(f) Franchisee fails to pay any legally owed taxes or fees due the Village, unless the amount of such payment is part of a good faith dispute; in which case the payments in question will be put in escrow until the dispute is settled; or

(g) Franchisee fails to maintain adequate insurance as specified in this Agreement as to which Franchisee shall not be entitled to any notice or cure periods; or

(h) Franchisee fails to obtain the prior approval of the Village for sale, transfer, assignment or change of control of the Franchise; or

(i) Franchisee fails to provide and maintain the System as specified in section 11.0 herein; or

(j) Franchisee fails to establish and maintain the security fund specified in Section 40.0 of this Agreement.

8.2 Notwithstanding the above, no revocation shall be effective unless and until the Village shall have adopted a local law or resolution setting forth the cause and reason for the revocation and the effective date thereof, which local law, or resolution shall not be adopted until after the expiration of sixty (60) days prior written notice to Franchisee and an opportunity for Franchisee to be fully and fairly heard at a public hearing held on the proposed adoption of such ordinance or resolution.

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

8.4 In the event of such circumstances as described in 8.3, Franchisee may be excused from its obligations herein during the course of any such events or conditions, only upon notification to the Village. Such notification shall include clear evidence as to how such events have prevented Franchisee from meeting its obligations and shall specify the additional time Franchisee requests to meet its obligations.

8.5 Upon revocation or other termination or expiration of this Agreement, if Franchisee shall no longer use the installation Franchisee shall, at the option of the Village, remove all portions of the System from all public ways and places at the expense of

Franchisee, subject to the provisions of applicable Federal and State law. Franchisee shall post a bond to ensure such removal unless Franchisee shall already be operating under a bonding obligation with the owners of pole and conduit facilities used by Franchisee. The value of the bond shall represent the reasonable cost of removal of all portions of the System from all public ways and places within the Village.

8.6 Franchisee shall not abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Village.

**9.0 SEVERABILITY**

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

9.2 For the purposes of this section, material provisions are deemed to be:

- a) section 7.0;
- b) section 10.0;

- c) section 11.0;
- d) section 16.0;
- e) section 17.0;
- f) Part V;

To the extent that any of the aforementioned sections or parts incorporate the use of terms defined in section 1.0 of this Agreement, said definitions shall also be deemed to be material terms.

**10.0 EFFECTIVE DATE AND TERM**

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

10.2 The term of this Agreement shall be ten (10) years from the effective date.

**PART II -- THE SYSTEM**

**11.0 SYSTEM SPECIFICATIONS**

11.1 Subject to FCC and NYSPSC regulations, policies, and standards, and subject to the system's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Village shall be at the option of Franchisee and as further described in this section.

11.2 Franchisee shall continue to construct and upgrade until completion on or before December 31, 1998, a cable television distribution system with an upper frequency bandwidth of a minimum of 550 MHZ, and a capacity to carry a minimum of seventy-seven (77) video channels. Upon completion, the same shall be part of the system governed by this Agreement. All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner. In accordance with the regulations of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers.

11.3 Throughout the term of this Franchise, Franchisee shall maintain and make regular improvements to its System serving the Village to ensure that the technical capabilities of said System shall be not less than that necessary to meet the needs and demands of its subscribers, taking into account the costs of meeting those needs and demands and the availability within Franchisee's service area in the Village of competitive alternatives to Franchisee's service.

11.4 The System shall incorporate equipment capable of

providing standby powering of the System so as to minimize area outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

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

11.6 The System shall be so designed as to provide service throughout the territorial limits of the Village. The System shall be so constructed so as to be capable of providing service to all residential housing units throughout the territorial limits of the Village at Franchisee's cost and expense, subject to the provisions of Section 14.1. The Franchisee shall extend the System to any commercial or business customer which Franchisee is authorized to serve, subject to the provisions of Section 14.1(b).

## **12.0 SYSTEM PERFORMANCE STANDARDS**

12.1 All signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by rules of the Federal and State regulatory agencies having

jurisdiction.

12.2 Operation of the System shall be such that no interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the territorial limits of the Village.

12.3 At such time as the performance monitoring and testing, conducted pursuant to requirements of Federal and State regulatory agencies having jurisdiction, provides evidence that any transmission on the System fails to meet the prescribed standards, the performance monitoring and testing shall be repeated in its entirety upon completion of necessary repairs or adjustments, notwithstanding the lack of such requirements by the applicable Federal or State agencies. The results of all such testing shall be filed with the Village within fifteen (15) days of the completion of any such testing or retesting. It is Franchisee's understanding that FCC rules and regulations prescribe system technical, testing and performance standards and that local provisions different from such standards are preempted. To the extent that the Village may prescribe performance monitoring and testing, the provisions stated herein shall apply.

**13.0 SYSTEM MAINTENANCE AND REPAIR**

13.1 Franchisee shall establish and adhere to maintenance policies which are directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-between-repairs) of the System to guarantee delivery of service to subscribers at or above the performance standards set forth herein. Franchisee shall maintain a staff comprised of qualified technicians, service vehicles and equipment to provide prompt and efficient repair service without charge (unless the repair is necessitated by customer damage or neglect) within the parameters set forth in this Section.

13.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers. Except in emergencies, the Franchisee shall not interrupt service for the purpose of making repairs between the hours of 7:00 P.M. and 12:00 A.M. each day.

13.3 Franchisee shall have a toll-free telephone number so

that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week in accordance with applicable Federal and State regulations as promulgated from time to time. In addition, Franchisee shall have a toll free or local number for municipal assistance which is to be made available to the Village. Insofar as possible, the parameter for Franchisee's response to requests for repairs or adjustments shall be on a same day basis but in no event later than twenty-four (24) hours after Franchisee's receipt of such requests.

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

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

#### **14.0 GENERAL SERVICE OBLIGATION**

14.1 Franchisee shall provide Cable Service throughout the territorial and jurisdictional limits of the Village upon the lawful request of any and all persons who are owners or tenants of residential or commercial property situated within the territorial and jurisdictional limits of the Village as provided herein below:

(a) All residential structures within the territorial

limits of the Village shall receive such service without exception at a cost not greater than the standard monthly fee. All such residential structures served by aerial plant and situated within 150 feet of the trunk or feeder cable shall receive such installation at a cost not greater than the standard installation charge. All such residential structures served by underground plant shall receive such installation at a cost not greater than Franchisee's cost for installing such service.

(b) All commercial structures within the territorial limits of the Village shall receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee for provision of said service.

14.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of cable service.

#### **15.0 MUNICIPAL AND SCHOOL SERVICE**

15.1 Franchisee shall provide, upon request, service without installation or monthly service charge to a minimum of one receiver location, as determined by the Village in each municipal, and school district building located within the Village.

(a) Franchisee shall, without charge, make one aerial connection for basic service, as provided below, into the internal radio frequency distribution system (R.F. distribution system), if applicable, of each Village Office Building, Village Public Works Garage, Police Station, Fire Station, Library, and School within the Village (hereinafter singly or collectively referred to as the "premises"). Franchisee shall make a connection at one outlet in each such premises for the purpose of enabling the said premises to distribute the basic service. Where such premises consists of more than one (1) adjoining building on the same site, only one tie-in and connection shall be made.

(b) Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the "headend" 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 is 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 premises. Franchisee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its cable system. However, Franchisee will offer, without charge, technical consulting services to the premises in order to make the internal system work effectively for the purposes

intended herein.

(c) The procedure for making such connections shall be as follows: Connections will be made at the time when Franchisee is serving the area within which the premises is located. At such time, Franchisee shall send written notification of the provisions of this paragraph to such premises. Thereafter, upon written request from the recipient official, Franchisee will make the above described tie-in and connection to the internal distribution system of such premises. Where Franchisee is serving the area but the premises to be connected with an aerial installation is located more than 500 feet from the nearest CATV cable, the cost of the aerial cable installation beyond 500 feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such costs shall be submitted to said recipient, in writing, before installation is begun.

(d) As used in this Agreement, the terms:

(i) "School" shall mean those educational institutions within the Village chartered by the New York State Board of Regents pursuant to the New York Educational Law or licensed by the New York State Department of Education; and

(ii) "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 library within a school.

15.2 Franchisee shall provide to the Village, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to the Village Hall (the "designated building"). The Village shall be permitted, at its own cost, to network up to three (3) additional personal computer terminals in the designated building (four computers in total) to the cable modem provided by Franchisee.

**16.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

16.1 Franchise shall comply with Federal and State law and regulations requiring and pertaining to public, educational, and governmental access to the System.

**PART IV -- FRANCHISEE'S OBLIGATIONS TO THE VILLAGE**

**17.0 FRANCHISE FEE**

17.1 Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Village during the term

of this Agreement an annual sum equal to three (3%) percent of Franchisee's total Gross Revenues for the preceding year. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such semi-annual period.

17.2 Each semi-annual payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis for the computation of the payment, including the number of subscribers in the Village and the levels of service maintained. Said report shall itemize receipts from service installations, basic monthly services, premium monthly services, pay-per-view service, advertising, home shopping services, and other significant sources of revenue which constitute Gross Revenue under the terms of this Agreement. Franchisee also shall indicate on such report the source and amount of any and all credits taken against Gross Revenues and the Franchise Fee itself. The Village may, from time to time, specify a form for such report and Franchisee shall fully and accurately complete such report if so required by the Village. The annual reports for the preceding two semi-annual periods to be provided by Franchisee pursuant to this Agreement shall, at the request of the Village, be certified by Franchisee's independent certified public accountant at the expense of the Village.

17.3 At the sole discretion of the Village, the accuracy of the report described above may be independently audited by an entity appointed by the Village at the Village's expense. However, in the event the audit concludes that Franchisee's payments hereunder were underpaid by an amount greater than 5% of the proper payment, then Franchisee shall reimburse the Village for the costs of said audit, in addition to making any additional payments required to bring Franchisee into compliance with this section. At the sole discretion of the Village, the latter may collect interest from Franchisee on the underpayment at a rate equal to the prime rate plus three (3%) percent.

17.4 Franchisee shall not apply Fees as a credit against special assessments as permitted by Section 626 of the Real Property Tax Law of the State of New York.

**18.0 INDEMNITY AND INSURANCE**

18.1 Franchisee shall purchase and maintain the following minimum levels of general liability insurance, which insurance will contain a contractual liability endorsement, during the term of this Agreement that will protect Franchisee and the Village from any claims against either or both which may arise directly or

indirectly as a result of Franchisee's performance hereunder, whether such operations are performed by Franchisee or by anyone for whose acts Franchisee may be liable including, but not limited to, the following:

- (a) Personal injury or death: \$500,000 per person  
\$500,000 per occurrence
- (b) Property damage: \$500,000 per occurrence
- (c) Excess liability or  
umbrella coverage: \$10,000,000.

Franchisee, at all times, shall provide the Village with whatever maximum coverage is provided to any other municipality in Nassau County, but in no circumstance shall Franchisee provide coverage amounting to less than that set forth in this paragraph. Franchisee may apply excess liability or umbrella insurance coverage to meet the requirements provided for herein.

All such coverage limits shall be applicable to each loss or event occurring in or about the Village irrespective of the number of other losses or events occurring in the same year and such coverage limits shall be applicable to each loss or event occurring in or about the Village irrespective of the number of other losses or events occurring under such policy or policies of insurance. If such insurance policy or policies cover losses or events in addition to those to be insured against pursuant to this Agreement,

such policy or policies shall nevertheless provide the following minimum levels of insurance to the Village as if the Village were the only insured named thereunder.

18.2 With the exception of access programming produced by the Village and the negligent or willful acts of the Village and its employees or agents Franchisee shall indemnify and hold harmless the Village, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its officers, directors, agents, employees, contractors and subcontractors or other persons for whom it may be vicariously liable in the construction, operation, maintenance, service or repair of the communications system or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Franchisee's performance under this Agreement. The provisions of this Section shall survive the termination of this Agreement. Franchisee's liability insurance policy shall be endorsed to include the language of this section.

18.3 Each liability insurance policy procured by Franchisee shall name the Village as an additional insured.

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

18.5 Not later than the effective date of this Agreement and not later than thirty (30) days prior to the expiration of any then existing policy of insurance, Franchisee shall furnish to the Village certificates of insurance with proof of payment of premiums for same. Such certificates of insurance shall include the indemnity agreement set forth in Section 18.2 above. The Village may inspect the original policy or policies of such insurance and proof of payment of any premiums due thereon.

18.6 All insurance coverages shall be subject to approval of the Village as to the issuing Franchisee and the form of the policies and certificates of insurance. Franchisee shall obtain all insurance required pursuant to this Agreement from companies

authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A+. The Village may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Agreement. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Village shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld.

18.7 If the Franchisee shall fail to maintain insurance as required pursuant to the provisions of this Section 18.0, the Village may without notice to Franchisee obtain and provide for the benefit of the Village and/or the benefit of the Franchisee, such insurance as may be required by the Village pursuant to this Section 18.0 at the sole cost and expense of the Franchisee.

18.8 The Franchisee will purchase and maintain during the full term of this Agreement, and any extensions and renewals thereof, workers compensation insurance including disability benefits and any other legally required employee benefits. Such coverage will be maintained in the statutory amounts with statutory certificates as required by the Workers Compensation Law of New York State, or as prescribed by any other applicable State or Federal Law.

18.9 Franchisee shall obtain and maintain at its sole cost and expenses during the entire remaining term of this Agreement and any extensions and renewals thereof, and file with the Village, a corporate surety bond of a surety company authorized to do business in the State of New York in the amount of \$50,000.00 to guarantee the faithful performance by Franchisee of all its obligations provided in this Agreement. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation within the meaning hereof, except that the Village may accept in lieu of said bond such other collateral as it may deem appropriate. The performance bond shall provide, but not be limited to, the following conditions:

(a) There shall be recoverable by the Village jointly and severally from the principal and surety, any and all fines and penalties due to the Village and any and all damages, losses, costs and expenses suffered or incurred by the Village resulting from the failure of Franchisee to comply with one or more provisions of this Agreement. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting or auditing expenses.

(b) The total amount of the bond shall be forfeited in favor of the Village in the event:

(1) Franchisee abandons the System at any time

during the term of this Agreement or any extension thereto, or

(2) Franchisee assigns this Agreement, or effective operating control of this Agreement, without the express written consent of the Village.

(c) Not less than thirty (30) days prior written notice to the Village shall be provided of Franchisee's intention to cancel, materially change, or not to renew the initial provisions of the bond.

18.10 Upon written application by Franchisee, the Village may, at its sole option, permit the amount of the performance bond to be reduced or waive the requirements for a performance bond subject to the conditions set forth below:

(a) No reduction or waiver shall occur during the first year of this Agreement.

(b) Reductions granted or denied upon application by Franchisee shall be without prejudice to Franchisee's subsequent applications or to the Village's unqualified right to require the full bond at any time thereafter. However, no application hereunder shall be made by Franchisee within one (1) year of any prior application.

18.11 In addition to the performance bond required pursuant to this Section, Franchisee shall deposit with the Village a security deposit in accordance with the terms and provisions of Section 40.0 of this Agreement.

**19.0 RATES AND CHARGES**

19.1 Rates and charges imposed by Franchisee for Cable Service shall be subject to the approval of the Village, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

19.2 Franchisee shall comply with all notice requirements contained in Federal and State law and regulations pertaining to rates and charges for Cable Service.

19.3 Franchisee shall not unlawfully discriminate against individuals or classes of individuals in the establishment and application of its rates and charges for service.

19.4 If Franchisee increases the rate or charge for the level of service to which the majority of the cable customers in the Village subscribe, and the Village does not possess authority to control such rate due to Federal preemption, Franchisee's local

system manager shall, upon request of the Village meet in public session with the Village Board to respond to inquiries of the Board and subscribers as to aspects of Franchisee's service, including but not unnecessarily limited to, the circumstances of such increase.

**20.0 EMPLOYMENT PRACTICES**

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

**21.0 VILLAGE'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM**

21.1 The Village, at any time, may make reasonable inquiries related to its regulatory responsibilities, concerning the management and operation of the System. Franchisee shall respond to such inquiries forthrightly and in a timely fashion.

21.2 The Village shall have the right and authority to require Franchisee to test, analyze, and report on the performance of the System. Franchisee shall cooperate fully with the Village in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice. Such report shall include the following information:

(a) the nature of the complaint or problem which precipitated the special tests;

(b) the System component or area tested;

(c) the equipment used and procedures employed in testing;

(d) the method, if any, in which such complaint or problem was resolved; and,

(e) any other information pertinent to said tests and analysis which may be otherwise required or which may serve to further explain the complaint or problem and its resolution. In the event of repeated and persistent complaints about the same aspect(s) of system performance, and testing requested by the Village and conducted by Franchisee fails to identify and correct the cause, the Village may require that such testing be performed or supervised by a Village designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the Village for the costs of such designee and testing. It is Franchisee's understanding that FCC rules and regulations prescribe system technical, testing and performance standards and that local provisions different from such standards are preempted. To the extent that the Village may prescribe performance monitoring and testing, the provisions stated herein shall apply. The Village may request that the NYSPSC test the System at any time and Franchisee

will cooperate fully in the performance of such tests.

21.3 The Village shall have the right to inspect all construction or installation work performed, subject to the provisions of this Agreement, and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

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

**22.0 VILLAGE'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS**

22.1 The Village reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee related to the operation of the System in the Village, upon reasonable notice and during normal business hours.

22.2 If any of such maps or records are not kept in the Village, or upon notice Franchisee is unable to provide the records

in the Village, and if the Village shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Village's responsibilities under this Agreement, then all travel expenses in excess of travel over one hundred (100) miles necessarily incurred in making such examination shall be paid by Franchisee.

**23.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE VILLAGE**

23.1 Upon request by the Village, Franchisee shall make available to the Village a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern, directly or indirectly, Franchisee's operation of the System in the Village.

23.2 Franchisee shall file with the Village, simultaneously with mailing to subscribers in the Village, copies of all printed materials prepared for general distribution to subscribers.

23.3 The following System and operational reports shall, upon request, be submitted annually to the Village:

(a) A summary of the previous year's activities including, but not limited to, subscriber totals for each category of service offered, including number of pay units sold, new services offered, and the character and extent of the service

rendered to other users of the System;

(b) A summary of service requests and complaints received and handled;

(c) A summary of the number of area outages, the reasons therefor, and the action and time taken to restore service.

23.4 Franchisee shall furnish to the Village such additional information and records with respect to the operation, affairs, transactions or property of the System and the service provided to the Village under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Village in connection with this Agreement.

**24.0 MANDATORY RECORD KEEPING**

24.1 Franchisee shall comply with all record keeping requirements established by Federal and State law and regulation.

24.2 The Franchisee shall maintain the following records:

(a) A record of all complaints received and interruptions or degradation of service experienced for the preceding period prior to a performance review conducted pursuant to Section 37.0. If, and only to the extent consistent with Federal and State law and regulation concerning privacy, such record shall be maintained and made

available to the Village upon request, free of personally identifiable information.

(b) A log showing the date, approximate time and duration, type, and probable cause of all System outages, whole or partial. Such log shall be for the preceding period prior to a performance review conducted pursuant to Section 37.0 and retained by Franchisee for one (1) additional year beyond the completion of the previous performance review.

(c) A full and complete set of plans, records and "as built" maps showing the exact location of all cable installed or in use in the Village, exclusive of subscriber service drops.

24.3 All records, logs, and maps maintained pursuant to this Agreement and Federal and State law and regulation shall be subject to review by the Village or its designee during Franchisee's regular business hours upon reasonable request.

**25.0 MUNICIPAL EMERGENCIES**

25.1 Franchisee shall participate, to the extent required by law, rule or regulation in national and regional emergency alert and emergency broadcast systems. Such facilities shall, at a minimum to the extent required by law, rule or regulation, be made available to the Village during times of emergency.

**26.0 VILLAGE'S RIGHT TO EQUAL BENEFITS AND SERVICES**

26.1 In the event Franchisee shall, at any time or times while this Agreement is in effect, pay a franchise fee to any other municipality in Nassau County (a) at a higher rate and/or (b) covering a broader range of receipts, and/or in any other manner based upon more favorable provisions as to the calculation of such franchise fee to the Village as then set forth herein, this Agreement, then, at the option of the Village and after a public hearing and approval by the NYSPSC, shall be amended to incorporate said more favorable franchise fee to the Village.

26.2 Within thirty (30) days after any other municipality in Nassau County receives more favorable franchise fees, Franchisee shall send notice to the Village of said more favorable terms. Thereafter, the Village may, at its option, after a public hearing and approval by the NYSPSC amend the Agreement to incorporate such more favorable provisions.

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

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

27.1 Franchisee shall comply with all Federal and State laws and regulations, as well as with all industry codes of good practice, that regulate Franchisee's customer service responsibilities. In the event of conflicting provisions, Franchisee shall comply with the provision establishing a stricter standard.

27.2 Upon the request of any potential subscriber and at the time of initial installation of service for a new subscriber and, at least once each year to all subscribers, Franchisee shall provide the following information to subscribers in a clear and complete manner:

(a) a description of the Cable Services provided by Franchisee;

(b) a listing of all rates, terms, and conditions for each cable service or group of Cable Services;

(c) a general explanation of authorized devices which may be used in conjunction with the System whether offered to the subscriber by Franchisee or by other sources, and a listing of Franchisee's charges for purchase, rental or connecting such devices to the System;

(d) a description of Franchisee's billing and collection procedures;

(e) the procedure for the resolution of billing disputes

and other subscriber complaints, including the telephone number and address of governmental agencies that subscribers may call for assistance in resolving such disputes and complaints;

(f) a description of Franchisee's policies concerning credits for outages;

(g) an explanation of the procedures and charges, if any, for upgrading, downgrading, and disconnecting of services;

(h) the required time periods for the completion of installation requests;

(i) the procedures by which the subscriber will be notified of increases in rates or charges and changes in programming;

(j) the local or toll-free telephone number(s) for the Franchisee's customer service departments and instructions for using the Franchisee's automated telephone response system.

**28.0 INFORMATION TO VILLAGE OFFICIALS**

28.0 To the extent required by applicable law, rule or regulation Franchisee shall provide written notice to the Village and all subscribers of any change in rate, charge, deposit, or term or condition of service, which written notice shall be provided no later than thirty (30) days prior to the effective date of any such

change. All required notices shall specify, as applicable, the service or services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

**29.0           INSTALLATION PROCEDURES**

29.1           Once a request for Cable Service is received, Franchisee shall specify one or more four (4) hour periods, as requested by the subscriber or potential subscriber, during which Franchisee's work crew shall install the necessary equipment to receive service.

(a) Franchisee shall provide installation services including initial installation, connection of additional outlets and upgrading of subscriber service continuously during the periods of 8:00 A.M. to 4:00 P.M. on weekdays, and for at least eight (8) hours on weekends.

(b) Unless a later date is agreed to by a potential subscriber, Franchisee shall complete installation of service for any new subscriber and any service upgrade or downgrade for any existing subscriber within seven (7) business days after any such request is received.

**30.0           EMPLOYEE IDENTIFICATION/TRAINING**

30.1           Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors

employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee.

30.2 All vehicles of Franchisee entering upon private property or transporting employees who are about to enter upon private property shall be clearly and consistently identified with Franchisee's logo or name. Franchisee shall supply all contractors and subcontractors employed by Franchisee with a sign bearing Franchisee's logo or name, and Franchisee shall require all such contractors and subcontractors to display the sign while performing work for Franchisee.

30.3 Franchisee shall prominently display its corporate logo or name on all vehicles operated within the Village where Franchisee or a contractor or subcontractor of Franchisee is performing work within the public rights of way.

30.4 Franchisee's employees who regularly come in contact with the public shall be trained, and shall receive retraining periodically, to perform efficiently and in a responsible and courteous manner the various tasks necessary to provide consumer services, including responding to consumer inquiries and complaints.

**31.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM**

31.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, standards set by Federal and State law and regulation, as well as industry codes of good practice. In the event of conflicting provisions, Franchisee shall comply with that establishing the stricter standard.

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

31.3 Franchisee shall have toll-free telephone lines for receiving requests for repair or installation services, for reporting outages and for responding to billing questions.

(a) These telephone lines shall be answered twenty-four (24) hours per day, seven (7) days a week by Franchisee's employees or representatives during normal business hours

(minimum of 70 hours per week). An answering service or automated answering device shall be used outside of the Franchisee's normal business hours.

(b) If calls concerning area outages are received outside normal business hours:

(i) the automated device, at the end of the recorded message, shall permit subscribers to report outages and to leave their name and account number, if available, for an outage credit;

(ii) the answering service shall contact the person authorized by Franchisee to initiate corrective measures and shall permit subscribers to report outages and leave their name and account number, if available, for an outage credit; and

(iii) with respect to outages known to the Franchisee, the automated device or answering service shall provide up-to-date information on outages, such as the suspected cause, the efforts underway to correct the problem and the estimated time when service will be restored.

(c) The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and Franchisee's employees shall return any such calls within one

(1) business day after the answering service or automated device takes the message.

**32.0 MISCELLANEOUS PROVISIONS**

32.1 Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees, agents, contractors, or anyone for whom Franchisee may be vicariously liable, in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of customer service standards and all provisions of this Agreement by its contractors, subcontractors or agents.

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

32.3 All future Federal and State laws and regulations pertaining to customer service and consumer protection shall be directly applicable to and enforceable against Franchisee, subject to the provisions of section 27.0 of this Franchise.

**33.0 BILLING REGULATIONS**

33.1 The subscriber bill shall be designed in such a way as to present the information contained therein clearly and comprehensively to subscribers. The bill shall contain itemized charges for each category of service as required by FCC rules, an explicit due date, the name, address and the telephone number for Franchisee's office responsible for inquiries, billing, and telephone number for the resolution of billing disputes, NYSPSC toll-free complaint hotline, and the subscriber's account number. The bill shall state the billing period, amount of current billing and appropriate credits or past due balances, if any.

33.2 All subscriber bills shall be rendered monthly, unless otherwise authorized by the subscriber, or unless service was provided for less than one (1) month.

(a) No bill shall be due less than fifteen (15) days from the date of the mailing of the bill by Franchisee to the subscriber.

(b) A bill shall not be considered delinquent until at least thirty (30) days have elapsed from the due date of the bill to the subscriber and payment has not been received by Franchisee. Late fees not to exceed the maximum percent allowed by law may be applied to a delinquent bill, so long as the billing dispute resolution procedures set forth in this

Agreement have not been initiated.

(c) Franchisee shall not physically or electronically discontinue service for nonpayment of bills rendered for service until:

(i) the subscriber is delinquent in payment for service; and

(ii) at least five (5) days have elapsed after a separate written notice of impending discontinuance has been served personally upon a subscriber; or

(iii) at least eight (8) days have elapsed after mailing to the subscriber a separate written notice of impending discontinuance (for which postage is paid by Franchisee), addressed to such person at the premises where the subscriber requests billing; or

(iv) at least five (5) days have elapsed after a subscriber has either signed for or refused a certified letter (postage to be paid by Franchisee) containing a separate written notice of impending discontinuance addressed to such person at the premises where the subscriber requests billing.

(d) Notice of service discontinuance must clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of service re-connection charges if applicable, and the date by which such payment must be made.

33.3 The billing dispute resolution procedure shall be initiated once a subscriber contacts Franchisee's department which handles billing questions, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the subscriber. If the subscriber contacts the Village, the Village shall notify Franchisee by mail, telephone or electronic means, that the dispute resolution procedure has been initiated and Franchisee shall then contact the subscriber to discuss the dispute.

(a) The subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The subscriber shall be required to pay the undisputed portion of the bill. Franchisee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

(b) Franchisee shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the subscriber of the results of the review as soon as it is

completed, but in no event later than ten (10) business days after receipt from the subscriber of the billing dispute, problem or complaint notification.

(c) Franchisee shall notify the subscriber in writing of its proposed resolution of the billing dispute, and shall inform the subscriber that unless an appeal is taken to the Village within ten (10) business days after the date of postmark on the notification letter, Franchisees resolution of the dispute shall be considered final. Where no appeal is taken, the amount Franchisee claims is due must be paid within twenty (20) days after the date of postmark on the notification letter. Subscribers also may avail themselves of the appeals process for cable complaints with the NYSPSC.

(d) If the subscriber appeals Franchisee's resolution within the aforementioned period, payment of the disputed amount may be deferred until one (1) week after the Village has reviewed and resolved the dispute.

(e) If the billing dispute resolution procedures have been initiated, the delinquent account shall not be referred to a collection agency prior to ten (10) business days after the conclusion of those procedures, including any appeal to the Village.

33.4 Franchisee may terminate service to any subscriber whose

bill has not been paid after it becomes delinquent, so long as Franchisee gives proper written notice to the subscriber as provided in this Agreement and the billing dispute resolution procedures have not been initiated.

33.5 Franchisee shall not refuse to serve a former subscriber whose service was terminated, so long as all past bills and late charges have been paid in full. Franchisee may not charge such terminated subscriber any fee(s) not applied to former subscribers who voluntarily terminated service.

33.6 If disconnection occurs at the subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred the day after the Franchisee receives the request for disconnection, unless the subscriber requests a longer period.

**34.0 PROVISION OF ADDITIONAL EQUIPMENT**

34.1 The Franchisee shall offer to potential subscribers (at the time such persons request any service), and shall provide to any subscriber an A/B switch (or its equivalent) at a charge not to exceed the permissible regulated rate.

(a) Subscribers who elect to have an A/B switch installed at the time of subscription to Cable Service shall not be charged for the cost of installing the A/B switch.

(b) Subscribers who elect to obtain an A/B switch after the time of initial subscription may either install the switch themselves, following clear instructions supplied free of charge by the Franchisee, or may request the Franchisee to install the switch for a reasonable fee.

**35.0 SYSTEM INSTALLATION AND REPAIR REGULATIONS**

35.1 Franchisee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to this Agreement. Franchisee, at a minimum, shall meet the requirements of Federal and State regulations for installation and repair, whichever is more strict. Where there is no such regulation or where such regulations are less strict than those set out in this section, Franchisee shall comply, at a minimum, with the following standards:

(a) In cases where it is necessary to enter upon a subscriber's premises to correct any reception problem or other service problem, Franchisee shall offer and make service calls:

(i) continuously during the period of 8:00 A.M. to 4:00 P.M. on weekdays in four (4) hour segments.

(ii) for at least eight (8) hours on each weekend.

(b) During such periods, a subscriber may request four (4) hour periods for Franchisee to correct any such problem, provided that Franchisee's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a subscriber's premises.

(c) Calls concerning area outages during normal business hours shall be responded to within twenty-four (24) hours.

(d) In no event shall Franchisee cancel any necessary scheduled service call less than twenty-four (24) hours prior to the scheduled time for the service call, except in circumstances beyond Franchisee's control.

(e) Franchisee's failure to correct area or isolated outages or to make repairs within the stated time periods shall be excused only in the following circumstances:

(i) if Franchisee could not obtain access to the subscriber's premises after written notice on the subscriber's door indicating the date of the attempted service call; or

(ii) if the Village acting reasonably, agrees with Franchisee that correcting such outages or making such repairs was not reasonably possible within the allotted time

period.

(g) Franchisee shall provide all service calls throughout the Village on a nondiscriminatory basis.

**36.0 REQUIRED CREDITS TO SUBSCRIBERS**

36.1 As a result of Franchisee's failure to comply with consumer protection standards, Section 590.61(n) of the Public Service Commission rules and regulations, Franchisee shall provide to each affected subscriber or potential subscriber, as applicable, the following credits:

(a) Any Service Outage which lasts more than four (4) or more hours on any day. The minimum credit for such outage shall be in an amount equal to one-thirtieth (1/30th) of the total bill for the preceding billing period for the services affected by the outage multiplied by the greater of either one or the number of days the outage occurred.

(b) To the extent required by New York State Public Service Commission regulations, for any reception problem, as defined in this Agreement, or for any other service problem which remains unrepaired for more than forty-eight (48) hours after Franchisee receives from the subscriber a request for repair service (provided that, to the extent access to the subscriber's premises is required to effect such repair, the subscriber has granted Franchisee such access), a minimum

credit in the amount equal to one-thirtieth (1/30th) of the total bill for Cable Services of such subscriber for the preceding billing period, for each twenty-four (24) hour period during which such reception problem persists for at least four (4) hours;

(c) Any other credit as may be required under Federal or State law, rule or regulation.

36.2 For the purpose of calculating the amount of credit owed pursuant to this Section 36.0, such four (4) hour period shall be deemed to have begun at the time Franchisee is notified. With respect to any credit described, Franchisee shall automatically provide a credit on each subscriber's bill affected by an outage or reception problem, as applicable.

(a) If Franchisee cannot determine who was affected, then it shall provide a credit to any eligible subscriber who makes application therefor by written or oral notice within ninety (90) days after the outage or reception problem occurred.

(b) With respect to any other credits enumerated in this Agreement, Franchisee shall provide such credit automatically to the affected subscriber's next bill.

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

**37.0 PERIODIC PERFORMANCE EVALUATION SESSIONS**

37.1 Upon thirty (30) days notification by the Village, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Village; however, each such session shall not be initiated sooner than one year after the close of a previously conducted performance evaluation session. All performance evaluation meetings shall be open to the public.

37.2 Topics which may be discussed at any performance evaluation session may include, but not be limited to, System performance, compliance with this Agreement and applicable law, customer service and complaint response, subscriber privacy, services provided, programming offered, service rate structures, franchise fees, penalties, free or discounted services, applications of new technologies, and judicial and regulatory filings.

37.3 During review and evaluation, Franchisee shall fully cooperate with the Village and shall provide such information and

documents as the Village may reasonably need to perform its review.

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

**38.0 EFFECT OF VILLAGE'S FAILURE TO ENFORCE FRANCHISE PROVISIONS**

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

38.2 Any fines or other claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced. Franchisee's responsibility to cure any such breach or remit any such fines or claims shall not be diminished by the failure of the Village to enforce any provision of this Agreement and Franchisee hereby agrees to waive any statute of limitations that may be applicable to any such breach during the term of this Agreement.

**39.0 MORE FAVORABLE TERMS**

39.1 In the event that the Village grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, and Franchisee finds that the Agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification or amendment of this Agreement, and if the Municipality reasonably determines that such modification is necessary to insure that the other company(s) does not receive significantly more favorable treatment than this Agreement imposes on Franchisee, taken as a whole, then Franchisee may be permitted to such modification upon its affirmative showing that the following conditions exist:

(a) Franchisee shall demonstrate that (i) it is in material compliance with provisions of this Agreement at such time but that the continued compliance with one or more specified provisions will be unreasonably disadvantageous to its ability to compete in the delivery and sale of Cable Service relative to said other multichannel video programming distributor(s); (ii) such disadvantage is not the result of Franchisee's use of antiquated or outdated equipment or of its

failure to maintain its equipment or of any self-created hardship; and (iii) Franchisee has or will shortly file for appropriate relief in similarly situated municipalities in Nassau County where Franchisee holds a franchise.

b) Franchisee may seek amendment of the Franchise Agreement under this section no more than eight (8) times. At least six (6) months must elapse between each such application.

39.2 The Village shall review such request and any other information deemed relevant, and shall negotiate in good faith with Franchisee the need for any amendments. If, after sixty (60) days, the Village and Franchisee cannot agree on the necessity for, or nature of, Franchise amendments, the Village shall schedule a public hearing at which Franchisee may present its proposal to the Board of Trustees and interested members of the public.

39.3 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Village, the Franchisee shall have a right to seek amendment to this Franchise Agreement in accordance with the provisions of Section 39.1(a) above and in further accordance with the provisions of this Section 39.3. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise. Such petition shall: (i) indicate the presence of a non-franchised

competitor(s); (ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement places Franchisee at a significant competitive disadvantage, considering the circumstances taken as a whole; (iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Village shall reasonably consider granting the Franchisee's petition to amend the Franchise Agreement.

39.4 Provisions of this Agreement that have been modified pursuant to the provisions of this Section 39.0 shall not be subject for the remaining term of this Agreement to the provisions of Section 26.0 herein, except to the extent Franchisee agrees to a lesser modification in another jurisdiction within Nassau County wherein the Franchisee faces similar circumstances.

**40.0 GUARANTEE OF PERFORMANCE**

40.1 Not later than thirty (30) days after the effective date of this Agreement, Franchisee shall deposit with the Village a security fund or letter of credit of seven thousand five hundred dollars (\$7,500.00), in a form satisfactory to the Village to guarantee the faithful performance by Franchisee of its obligations as provided in this Agreement.

(a) The security fund shall be held in an interest bearing account and the interest in said account shall be payable to Franchisee.

(b) Within thirty (30) days of any withdrawal from the security fund made pursuant to this Agreement, Franchisee shall restore said fund to the full amount prescribed in this section.

40.2 If Franchisee fails to pay over to the Village the amount of the security fund as provided in this section, or if the Village is compelled to pay for any damages, costs, or expenses because of any breach of this Agreement by Franchisee and Franchisee fails to repay the Village within ten (10) days of written notification that a payment is due, then the Village may withdraw the necessary or prescribed amount from the security fund and utilize said amount for the purpose delineated in this Agreement, subject to the limitations contained in Sec. 40.4.

40.3 If, at the time of such withdrawal from the security fund (as set forth in Section 40.2 above), the amount of the fund is insufficient to satisfy the total payment due, the balance of such payment shall continue as an obligation of Franchisee to the Village until fully paid.

40.4 No amount shall be withdrawn from the security fund: (a) if the event precipitating such withdrawal is the subject of a judicial challenge by Franchisee and until and unless final

disposition by the judicial authorities determines that such payment must be made; or (b) the matter is otherwise settled by an agreement between Franchisee and the Village.

40.5 In the event of a breach of the Agreement by Franchisee, the Village shall inform Franchisee in writing of the circumstances of the breach and provide Franchisee with at least a thirty (30) day grace period, or such additional time as the Village may determine is necessary, to cure said breach. Upon failure of Franchisee to cure said breach or to take reasonable steps to cure said breach, the Village may assess Franchisee, and Franchisee agrees to pay over to the Village, the entirety of the security fund or such lesser amount that the Village deems appropriate under the circumstances, subject to the limitations contained in Sec. 40.4. Such assessment shall be made by municipal resolution and such resolution shall clearly state the basis for the Village's judgment.

40.6 Within ten (10) days of receipt of a notice that Franchisee has finally failed to cure a breach filed pursuant to this section, Franchisee shall pay the full amount assessed to the Village.

40.7 Upon failure of Franchisee to make timely payment of an assessed amount, which sum shall not be deemed a penalty, the Village shall have the right to withdraw the amount of such assessment from the security fund, unless Franchisee files a notice of appeal to a court of competent jurisdiction.

40.8 Amounts received by the Village as assessment from Franchisee, whether directly paid by Franchisee to the Village or withdrawn from the security fund by the Village, shall be placed in the General Fund of the Village.

40.9 The Village retains the right, at its sole option, to reduce or waive any sum assessed under the provisions of this section wherein:

(a) the Village determines that extenuating circumstances or conditions beyond the control of Franchisee exist; or,

(b) no sums have been assessed against Franchisee pursuant to this section for a period of two (2) consecutive years.

**41.0 PENALTIES FOR NON-MATERIAL BREACHES**

41.1 In the event of a nonmaterial breach of this Agreement, the Village shall inform Franchisee in writing of the circumstances

of the breach and provide Franchisee with at least thirty (30) days, or such reasonable additional time as the Village may determine to cure said breach. If Franchisee fails to observe any obligation under the Franchise and such breach of the Franchise is insufficient to warrant revocation of the Franchise, the Village may assess the Franchisee, and the Franchisee agrees to pay to the Village any non-disputed monetary penalty, in accordance with the schedule of penalties set forth in this section.

41.2 Within ten (10) days of receipt of a notice that Franchisee has failed to comply with a provision of this Agreement pursuant to 41.1 above, Franchisee shall pay the full amount prescribed in this section to the Village.

41.3 Upon failure of Franchisee to make timely payment of an assessed penalty, the Village shall have the right to withdraw the amount of such penalty from the security fund established pursuant to section 40.0 of this Agreement, unless Franchisee appeals such decision.

41.4 Subject to the provisions of 8.3 herein, pursuant to this section the following monetary penalties shall apply:

(a) Failure to maintain liability insurance pursuant to section 18.0 -- fifty (\$50.00) dollars for each day non-

compliance continues;

(b) Failure to deposit the security fund or restore an amount withdrawn from the security fund within the specified thirty (30) days pursuant to section 40.0 -- twenty-five (\$25.00) dollars for each day non-compliance continues;

(c) Failure to render payment of the Franchise Fee within the specified thirty (30) days pursuant to Section 17.0 -- fifty (\$50.00) dollars for each day non-compliance continues;

(d) Failure to respond to repair requests within the specified twenty-four (24) hour period pursuant to Section 13.0 --twenty-five (\$25.00) dollars for each day noncompliance continues;

(e) Failure to comply with customer service requirements pursuant to Part V -- twenty-five (\$25.00) dollars per day and per subscriber for each day non-compliance continues;

(f) Failure to maintain records, file reports and information, or respond to municipal requests pursuant to Part IV and Section 28.0 -- twenty-five (\$25.00) dollars per day for each day non-compliance continues;

(g) Failure to comply with public, educational, and governmental access requirements pursuant to Section 16.0 -- fifty (\$50.00) dollars for each day non-compliance continues.

41.5 The Village retains the right, at its sole option, to reduce or waive any of the above listed penalties if the Village determines that extenuating circumstances or conditions beyond the control of the Franchisee exist.

**42.0 APPROVAL OF THE NYSPSC**

42.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, or its successor agency, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, or its successor agency, and the FCC.

**43.0 EXCULPATION**

43.1 Neither the Mayor nor any Trustee, employee or other official of the Village shall be personally liable for the performance of this Agreement or for any act or omission of the Village arising out of or in connection with this Agreement. Neither the Mayor nor any Trustee, employee or other official of the Village shall personally be made a party to any action or proceeding commenced by Franchisee against the Village, and no judgment shall be entered against the Mayor, any Trustees, employee, or other official of the Village relating to any claim

arising out of or in connection with this Agreement. Notwithstanding the above, this shall not prohibit Franchisee from naming an individual in their representative capacity.

43.2 Any court or administrative proceeding pending or initiated after the effective date of this Agreement involving any claim against the Village or any Mayor, Trustee, employee or other official of the Village, or any agent for the Village arising from the regulation of Cable Service or from a decision of approval or disapproval by such Village, Trustee, employee or other official of the Village shall be limited to injunctive relief and declaratory relief.

43.3 If Franchisee shall request the Village's consent or approval pursuant to any of the provisions of this Agreement or otherwise, and the Village shall fail or refuse to give, or shall delay in giving, such consent or approval, the Franchisee shall in no event make, or be entitled to make, any claim for damages (nor shall the Franchisee assert, or be entitled to assert, any such claim by way of defense, set-off, or counterclaim) based upon any claim or assertion by the Franchisee that the Village unreasonably withheld or delayed its consent or approval, and the Franchisee hereby waives any and all rights that it may have, from whatever source derived, to make or assert any such claim. The Franchisee's

sole remedy for any such failure, refusal, or delay shall be an action for a declaratory judgment, specific performance, or injunction, and such remedies shall be available only in those instances where the Village has expressly agreed in writing not to unreasonably withhold or delay its consent or approval where, as a matter of law, the Village may not unreasonably withhold or delay the same.

43.4 Nothing contained in this Section 43.0 shall be construed as creating or authorizing liability of any kind under this Agreement or under any law, rule or regulation relating to or affecting the Village, or any Trustee, employee or other official of the Village.

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

VILLAGE OF NEW HYDE PARK

BY: *Daniel J. Peters*

Mayor

CABLEVISION SYSTEMS  
LONG ISLAND CORPORATION

By: *Dodie P. Ischick*  
Area Vice President  
*CR* Communication, Government &  
Public Affairs NY Suburban

Date: *6/5/02*