

Cable Franchise Agreement

by and between

the Village of Hastings-on-Hudson

and

Cablevision of Southern Westchester, Inc.

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Hastings-on-Hudson, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Cablevision of Southern Westchester, Inc. (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

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

WHEREAS, Franchisee has completed the upgrading of its existing telecommunications and information services network through the installation of a hybrid coaxial-fiber network (the “Fiber Network”) in the Franchise Area which transmits both Cable Services and Non-Cable Services to subscribers;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the Village of Hastings-on-Hudson, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

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

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

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

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

1.3 *Basic Service*: The tier of Cable Service which includes, at a minimum, the retransmission of primary local television broadcast signals provided to any Subscriber, any PEG Channels required by this Franchise or NY PSC rules, and any additional video programming signals as determined by Franchisee.

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

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

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

1.7 *Channel*: a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

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

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

1.10 *Educational Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA.

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

1.12 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control that directly or indirectly results in Franchisee's non-compliance with, or delay in the performance of, any obligation hereunder. This includes, but is not limited to, severe or unusual weather conditions, strikes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God.

1.13 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and any area annexed thereto during the term of this franchise.

1.14 *Franchisee*: Cablevision of Southern Westchester, Inc., and its lawful and permitted successors, assigns and transferees.

1.15 *Government Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use of the LFA.

1.16 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area, including revenues from services provided to Subscribers in the Service Area that are Cable Services or are classified or will be classified by federal law, the FCC or a court of competent jurisdiction as Cable Services subject to Franchise Fees.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; and (iv) video on demand, including pay per view; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

Gross Revenue shall not include: revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant payments.

1.17 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20), as amended.

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

1.19 *Local Franchise Authority (LFA)*: The Village of Hastings-on-Hudson, New York, or the lawful successor, transferee, or assignee thereof.

1.20 *Non-Cable Services*: Any service provided over the Fiber Network that is not a "Cable Service."

1.21 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

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

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

1.25 *Public Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 895.4, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

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

1.28 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

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

1.30 *Transfer of the Franchise*:

1.30.1 Any transaction in which:

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

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

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

2.2 Conditions on Use of Streets and Public Grounds:

2.2.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in a manner consistent with applicable reasonable standards adopted by the Village, and no such work that requires the closing of a public street shall be conducted without the prior permission and approval of the manner of doing the work by the Village, and not be unreasonably withheld.

2.2.2 No poles, underground conduits or other wires holding structures shall be erected by the Franchisee without the approval of the appropriate Village official through established permit procedures to the extent that same now or hereafter exist, with regard to the location, height, type and any other pertinent aspect of such wire holding facilities, however, such approval may not be unreasonably withheld.

2.2.3 All structures, lines and equipment erected by the 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 the 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 the Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are required to be placed underground, the Franchisee's cable also shall be placed underground.

2.2.4 The 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 so as to keep same clear of poles, wires, cables, conduits and fixtures. Franchisee shall comply with all generally applicable laws and regulations of the Village pertaining to this subject.

2.2.5 In exercising rights pursuant to hereto, the Franchisee shall not endanger or interfere with the lives of persons, 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 Franchise does not establish priority for use over the other present or future permit or franchise holders or the Villagers 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 and occupied by Franchisee's Fiber Network.

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

2.2.7 Upon request of a person holding a building or moving permit issued by the Village, the 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. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to the Franchisee by the person requesting the same. In such cases, the Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

2.3 *Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall be non-exclusive, and the LFA has granted and reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise.

2.5 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable lawful provisions of federal law and state law and FCC and NY PSC rules, regulations, standards and orders, as amended from time to time, including, but not limited to, the Communications Act.

2.6 *No Waiver:*

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

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

2.7 *Construction of Agreement:*

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

2.7.2 The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement.

2.8 *Police Powers:* Nothing in this Agreement shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police power including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable and not materially in conflict with applicable federal and state laws, rules; regulations and orders, and this Agreement.

2.9 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee to pre-existing condition at Franchisee's expense.

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

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Obligation:* Subject to the issuance of all necessary permits by the LFA, within twelve (12) months of the Effective Date of this Franchise and in conformity with the NY PSC rules and regulations, Franchisee shall offer Cable Service to all existing residential dwellings within the Franchise Area upon the lawful request of any person who is an owner or tenant of such a dwelling.

3.1.1 *Density Requirement:* Franchisee shall extend its Cable System to newly constructed residential dwellings as those dwellings are constructed or become physically occupied; provided that such dwellings are located in an area where the average density is equal to or greater than twenty-five (25) occupied residential dwellings per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line.

3.2 *Availability of Cable Service:*

3.2.1 *Availability of Cable Service Generally:* Franchisee shall make Cable Service available to all residential dwellings and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwellings that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such costs shall be submitted to said Subscriber in writing, before installation is begun.

3.2.2 *No Discrimination in the Availability of Cable Service:* Franchisee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides.

3.3 *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public library and educational institution chartered or licensed by the New York State Department of Education or Board of Regents, and such other buildings used for municipal purposes as designated initially by the LFA in Exhibit A to this Agreement ("Exhibit A"), and thereafter during the Franchise term, as requested in writing, such additional new public buildings designated by Franchisee that are within 500 feet of aerial trunk and feeder lines. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

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

4. **SYSTEM FACILITIES**

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

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

4.2.1 The Cable System shall be designed and operated to provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

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

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by law and voluntarily agreed upon by Franchisee.

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and the New York EAS Plan, as amended from time to time, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1 *PEG Set Aside:*

5.1.1 In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for one (1) full time, shared Public Access Channel, one (1) full-time, shared Educational Access Channel, and one (1) full-time, dedicated Government Access Channel (each, individually, a "PEG Channel" and, collectively, "PEG Channels") as required by the rules of the NY PSC.

5.1.2 The PEG programming to be carried on each of the PEG Channels set aside by Franchisee for LFA shall be non-commercial, public, educational and government access programming in accordance with applicable law and regulation. The PEG programming transmitted from the Interconnection Points on Franchisee's system and on such channels shall be for the benefit of Franchisee's Subscribers, and may not be distributed to persons who are not Subscribers without the prior written consent of Franchisee.

Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3 The LFA or its appointee shall administer Public Access in conformance with applicable laws and regulations.

5.2 *PEG Access Interconnection:*

5.2.1 Franchisee shall provide the capability to LFA to transmit programming from designated points (the "Interconnection Points") for distribution on the Cable System within the Franchise Area as follows: Franchisee shall construct facilities to connect the Village Hall to the Community Center; connect the Hastings Elementary School to the Community Center; connect the High School to the Community Center; and connect the Community Center to the Cablevision System distribution point for distribution to Cablevision Subscribers. The connections from the High School and the Elementary School to the Community Center shall be completed within 120 days of the Effective Date.

5.2.2 The LFA shall provide to Franchisee at the Interconnection Points a suitable video signal for each PEG Channel. Franchisee, upon receipt of the suitable video signal, shall provide, install and maintain in good working order the equipment necessary for transmitting the PEG signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions, electrical power supply, access, pathway, and other facilities and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations. Should Franchisee determine that it cannot fulfill such obligation as a result of LFA's failure to cooperate or to provide suitable required space, environmental conditions, electrical power supply, access, pathway or other facilities, it shall so notify LFA in writing detailing the requirements of Franchisee that will enable it to fulfill its obligations hereunder.

5.2.3 Such upstream PEG channel transmission provided by Franchisee shall comply with applicable FCC standards governing the transport and distribution of PEG signals to Subscribers.

5.2.4 If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's headend or similar distribution location and distribution equipment and facilities in order to permit the continuation of such intended use.

5.3 *Backup Facilities and Equipment:* Subject to Section 5.2, Franchisee shall design, build, and maintain all PEG upstream feeds, connection, and distribution facilities in order that such feeds function as reliably as Franchisee's Cable System as a whole within the Franchise Area, and are no more likely to fail than is Franchisee's Cable System as a whole within the Franchise Area.

5.4 *PEG Grants:*

5.4.1 Subject to subsections 5.4.2., 5.4.3., and 5.4.4., Franchisee shall pay a PEG grant (the "PEG Grant") to the LFA in the aggregate total amount of TWO HUNDRED FIFTY THREE THOUSAND, THIRTEEN DOLLARS (\$253,013.00), payable in fifteen (15) installments as follows:

- (i) The first installment of SIXTY ONE THOUSAND, NINE HUNDRED EIGHTY-THREE DOLLARS (\$61,983.00) shall be payable within sixty (60) days of the Effective Date.
- (ii) The second through fifteenth installments of THIRTEEN THOUSAND, SIX HUNDRED FORTY-FIVE DOLLARS (\$13,645.00) each shall be payable annually within thirty (30) days of the first through fourteenth anniversary of the Effective Date, respectively.

5.4.2 If any new or renewed franchise agreement is granted to another provider, the amount of the Initial PEG Grant in that agreement shall be identical to that enunciated in Section 5.4.1 of this Agreement. If any new or renewed franchise agreement is granted to another provider, the amount of the Annual PEG Grant shall be identical in annual amount, or aggregate value to that enunciated in Section 5.4.1 of this Agreement measured over the period of time both or all such agreements are in effect. If the obligations imposed in Section 5.4.1 of this agreement, (including the total amount of the Initial PEG Grant and the amounts of the Annual PEG Grant) are not applied as specified in this Section 5.4.2, or such obligations are not imposed on all providers of Cable Service in the Service Area, Franchisee's obligations under Section 5.4.1 shall thereafter be reduced to an equivalent amount, but no refund shall be required of the LFA.

5.4.3 The PEG Grant shall be used solely by the LFA for PEG access facilities, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities.

5.4.4 The LFA shall provide Franchisee with an annual report setting forth a summary of all expenditures for PEG access equipment and facilities from the PEG Grants paid to the LFA and the amounts, if any, reserved for future capital expenditures for such purposes.

5.5 *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

6. FRANCHISE FEES

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

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

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.4 *Bundled Services:* If the Franchisee bundles Cable Service with any Non-Cable Service offering for which there is a single aggregate price specified on Subscriber's bills (a "Bundled Service"), the Franchisee agrees that it will not intentionally or unlawfully allocate any discount associated with purchasing Bundled Services (a "Bundled Discount") for the purposes of evading the Franchise Fee payments under this Franchise. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or regulation are to be excluded from the Bundled Discount allocation basis. Where pro rata allocation of Bundled Discounts is commercially practical for any Bundled Services offering, the Franchisee will allocate the Bundled Discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis. For purposes of this Section 6.4, pro rata means the standalone retail price of a Cable Service or Non-Cable Service.

7. **REPORTS AND RECORDS**

7.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to the operation of the Cable System or Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise and in conformity with Section 894.1(m) of the New York State Cable Television Rules and Regulations. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall make the necessary books and records available for such inspection at a location within the state or at another mutually agreed upon site. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six years. Notwithstanding

anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. Subject to the requirements of the New York Freedom of Information Law ("FOIL"), the LFA shall treat any otherwise non-public information disclosed by Franchisee as confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who agree to maintain the confidentiality of all such information, or only as necessary in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information unrelated to the calculation of Franchise Fees; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request and reasonably cooperate with Franchisee to enforce the provisions of this paragraph. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. 551.

7.2 *System-Wide Statistics:* Subject to the requirements of Section 895.1(t) of the NY PSC rule and regulations, any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1 *Insurance:*

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

8.1.1.1 Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit for property damage and bodily injury per occurrence and five million dollars (\$5,000,000) in the aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3 Workers' Compensation insurance as required and in conformity with all legal requirements of the State of New York.

8.1.1.4 Employers' Liability Insurance per statutory limits required by State law.

8.1.1.5 Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance and excess liability or umbrella coverage. Such additional insured requirement shall be indicated on the original Certificates of Insurance.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.4 Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.5 Franchisee shall deliver to LFA copies of Certificates of Insurance showing evidence of all required coverages under this Agreement on or before the Effective Date and providing for at least thirty (30) days prior written notice to be given to LFA of cancellation, intent not to renew or any adverse material change.

8.2 *Indemnification:*

8.2.1 Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels as provided in Section 5.5, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount

of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

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

9. **TRANSFER OF FRANCHISE**

9.1 *LFA Consent Required:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

9.2 *LFA Consent Not Required for Certain Transactions:* No prior consent of the LFA shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

9.3 *Each Transfer of the Franchise Subject to this Article:* Each Transfer of the Franchise shall be governed by and comply with the provisions of this Article 9.

10. **RENEWAL OF FRANCHISE**

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

10.2 *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

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

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

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

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

11.3 *Public Hearing*: The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article; or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 1 1.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4 *Enforcement*: Subject to Section 12.12 below and applicable federal and state law, in the event that the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

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

11.5 *Revocation*: If the LFA seeks to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, then the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the

Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

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

11.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

11.6 *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. MISCELLANEOUS PROVISIONS

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

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

12.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently

repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

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

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

12.5.1 Notices to Franchisee shall be mailed to:

General Counsel, Cable and Communications
Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714

And a copy to:

Regional Vice President, Suburban New York
Government Affairs
Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714

12.5.2 Notices to the LFA shall be mailed to:

Village Manager
Village of Hastings-on-Hudson
Hastings-on-Hudson Village Hall
7 Maple Avenue
Hastings-on-Hudson, New York 10502

12.5.3 with a copy to:

Village Attorney
Village of Hastings-on-Hudson
Hastings-on-Hudson Village Hall
7 Maple Avenue
Hastings-on-Hudson, New York 10502

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

12.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

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

12.9 *Integrated Agreement:* This Agreement reflects the entire agreement of the parties. If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, or is limited in scope or effect by condition or other action, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, then the entirety of this Agreement shall be voidable by either party within 30 days of such action with notice as provided in section 12.5 hereof.

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

12.11 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

12.12 *NY PSC Approval:* This Franchise and any amendment or modification hereof is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date of execution by both LFA and Franchisee, indicating their assent to the terms of this Franchise. Franchisee shall also file any necessary notices with the FCC.

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

12.14 *Publishing Information:* [Intentionally omitted].

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

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

12.17 *LFA Official*: The Village Manager of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

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

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

12.20 *Section 626 Treatment*: Franchisee hereby waives any right it may have to the full amount of the special franchise tax deduction under N.Y. Real Property Tax Law Section 626 (whether in the form of a reduction in the franchise fee amount paid to the LFA or as a credit against the special franchise tax), provided the LFA demands, imposes and enforces the same waiver against all existing, new and renewed providers of cable service in the Service Area. Franchisee shall execute and deliver such further documents and instruments and shall take such other actions as shall be reasonably necessary to evidence or effectuate this waiver. The operation of this Section 12.20 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

AGREED TO THIS 22nd DAY OF April, 2008.

LFA:

VILLAGE OF HASTINGS-ON-HUDSON

By: 

Title: Wm. Lee Kinnally, Jr., Mayor

FRANCHISEE:

Cablevision of Southern Westchester, Inc.

By: 

Title: VICE PRESIDENT, GOV'T AFFAIRS

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Municipal Building
7 Maple Avenue
Hastings-on-Hudson, NY 10706

Hastings Police Department
7 Maple Avenue
Hastings-on-Hudson, NY 10706

Hastings Free Library
1 Maple Avenue
Hastings-on-Hudson, NY 10706

Hook and ladder Co. No. 1
50 Main Street
Hastings-on-Hudson, NY 10706

Union Hose Co. No. 2
25 Rose Street
Hastings-on-Hudson, NY 10706

Protection Engine Co. No. 1
573 Warburton Avenue
Hastings-on-Hudson, NY 10706

Riverview Manor Hose Co. No. 3
83 Euclid Avenue
Hastings-on-Hudson, NY 10706

Volunteer Ambulance Corp.
47 Main Street
Hastings-on-Hudson, NY 10706

Department of Public Works
69 Southside Avenue
Hastings-on-Hudson, NY 10706

James Harmon Community Center
44 Main Street
Hastings-on-Hudson, NY 10706

Hastings High School
1 Mount Hope Boulevard
Hastings-on-Hudson, NY 10706

Farragut Middle School
27 Farragut Blvd.
Hastings-on-Hudson, NY 10706

Hillside Elementary School
120 Lefurgy Blvd.
Hastings-on-Hudson, NY 10706

The Graham School
1 Broadway
Hastings-on-Hudson, NY 10706