

Subject to final review and approval by Cablevision management

A FRANCHISE RENEWAL AGREEMENT

between the

Village of Tuxedo Park, ~~Rockland~~Orange County, State of New York

and

Cablevision of Rockland/Ramapo, LLC

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

A FRANCHISE RENEWAL AGREEMENT
between the
Village of Tuxedo Park, Rockland-Orange County, State of New York
and
Cablevision of Rockland/Ramapo, LLC

WHEREAS, the Village of Tuxedo Park (hereinafter referred to as “Village”) has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Cablevision of Rockland/Ramapo, LLC (hereinafter referred to as “Franchisee”), or, if applicable Franchisee’s predecessor in interest, 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 has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law; 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, various proposals of the parties 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; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Village is a basic assumption of the parties in this Agreement;

THEREFORE

The Village and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 “Affiliate”: any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.1.2 “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 Act”: Title VI of the Communications Act of 1934, as amended.

1.21.4 “Cable Service”: the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.31.5 “Capability”: the ability of the “Franchisee” to activate a described technological or service aspect of the “Communications System” without delay.

1.41.6 “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, electromechanical, optical, or electrical signals.

1.51.7 “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.

1.61.8 “FCC”: the Federal Communications Commission.

1.71.9 “Franchise”: the rights and obligations described in this document, and used interchangeably with the term “Agreement.”

1.81.10 “Franchise Fee”: the fee paid by the “Franchisee” to the “Village” in exchange for the rights granted pursuant to the “Franchise.”

1.91.11 “Franchisee”: Cablevision of Rockland/Ramapo, LLC and its lawful successors and assignees.

1.101.12 “Municipal Law”: all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.111.13 “NYSPSC”: the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.14 “Person”: an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.121.15 “State”: the State of New York

1.131.16 “Transfer of the Franchise”: any transaction in which:

a) a fifty percent (50%) ownership or greater 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

b) the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-section 1.16(a) and 1.16(b) 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; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

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 right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Village, as now exist and may hereafter be changed.

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 and regulations~~ Municipal Law. Consistent with federal law, the Village, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone, or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of ~~the various generally applicable codes and ordinances of the Village~~ Municipal Law regarding permits, fees to be paid to the Village for permits or construction, or the manner of construction.

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.

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; ~~provided, however, that such other franchises be upon similar terms and conditions, and include similar burdens and obligations, as contained in this Agreement~~ subject, however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not

interfere, except as permitted by applicable law, with existing facilities of the Communications System.

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. In the event that any area outside the territorial limits of the Village is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

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, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Village to adopt and enforce laws, rules and regulations necessary for 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 laws, rules, and regulations, such additional laws, rules, and regulations of general applicability to all business entities as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Village to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 The Village agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Village.

5.45.5 Within sixty (60) days of receipt of formal notification of the Village's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Village with evidence of such filing.

5.55.6 The Mayor, or other person as designated by the Village, shall have responsibility for the continuing administration of the rights and interests of the Village under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Village's governing body.

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 in accordance with ~~the generally applicable ordinances, local laws and regulations of the Village~~ Municipal Law.

6.2 No poles, underground conduits 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; provided however, such approval may not be unreasonably withheld or delayed.

6.3 ~~All~~ To the extent commercially practicable, 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 commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, 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.

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 generally applicable local laws and ordinances, rules and regulations~~ Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 ~~All~~ Franchisee shall take reasonable measures to ensure that 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 to the extent practicable. ~~The grant of this Franchise 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, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and

highways of the Village, as shall be reasonable under the circumstances, ~~and~~ necessary in the public interest and without undue interference to the rights and privileges granted to Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Village, under Municipal Law, 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 materially 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 and provided the Village provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by 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 to the extent practicable. 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.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, ~~No change in control of Franchisee, or this no Transfer of the~~ Franchise shall occur without the prior written consent of the Village, which consent shall not be unreasonably withheld, ~~or~~ delayed, or conditioned.

~~7.17.2~~ To the extent required by applicable law, aAt least one-hundred twenty (120) days before a proposed ~~change-Transfer~~ of ~~control-the Franchise~~ is scheduled to become effective, Franchisee shall petition in writing for the Village's written consent of such proposal. If the Village fails to render a final decision on the request for a change of control within one-hundred twenty (120) days after receipt by the Village, such request shall be deemed granted unless the Franchisee and the Village jointly agree to an extension of time.

7.2 ~~—~~In considering an application for a Transfer of the Franchise, tThe Village may consider the applicant's (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise. following in determining the ability of the proposed assignee or transferee to meet the obligations of the Franchise hereunder and in deciding whether to grant the petition:

- ~~_____ a) _____~~ the experience of proposed assignee or transferee;
- ~~_____ b) _____~~ the managerial and technical qualifications of proposed assignee or transferee;
- ~~_____ c) _____~~ the legal integrity of proposed assignee or transferee;

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

~~7.3 e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;~~

~~7.47.3 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.~~

7.57.4 To the extent required by applicable law, Franchisee's written petition shall be filed with the Village using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such other information as is required pursuant thereto.

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

7.77.6 No consent from the Village shall be required for a transfer in trust, by mortgage, or by other instrument of hypothecation, in whole or in part, by assignment of any rights, title or interest of Franchisee in the Franchise or System in order to secure an indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, or for transactions otherwise excluded under Section 1.16 above 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.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 The Village Subject to the other terms and conditions of this Agreement, the Village may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

a) Franchisee fails, after sixty days (60) prior written notice from the Village, to comply or to take reasonable steps to comply with a material provision or 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 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 of 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 material fraud or deceit in its securing of this Franchise; or

d) Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Village, including but not limited to information pertaining to Franchisee's calculation of the Village's franchise fee; or

e) 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 the failure to pay is caused by inadvertent error;~~ or

f) Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

g) Franchisee fails to obtain the prior approval of the Village for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

8.2 For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise: Section ~~177~~; Section ~~1840~~; ~~Section 12.3~~; ~~Section 15~~; ~~Section 16~~; ~~Section 17~~.

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the ~~Village governing board of the Village~~ shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. ~~The procedures for adoption of~~ such ordinance or resolution shall ~~not be adopted until after the expiration of~~ be as follows: the Village shall provide sixty (60) days prior written notice to Franchisee ~~and of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period the Village shall cooperate with Franchisee and provide Franchisee~~ an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Village. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Village, the Village shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. The Village shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, 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, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in Section 8.4, Franchisee ~~may~~ shall be automatically excused from its obligations herein during the course of any such events or conditions, ~~only upon notice to the Village. Such notice shall include clear evidence as to how such events have prevented Franchisee from meeting its obligations.~~ Franchisee shall take reasonable measures to notify the Village of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be ~~agreed by the Village and Franchisee~~ necessitated by any such events or conditions.

8.6 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily 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 and the NYSPSC. Deletion or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Village, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Village, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification ~~to provide telecommunications or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control~~ make removal impracticable.

9.0 SEVERABILITY

9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, 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 of this Agreement shall remain in full force and effect.

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 Subject to Section 10.3, the~~ term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to State or Federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable

service in the Village, then Franchisee may, at its option, request that the Village modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Village. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach an agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Village or, at Franchisee's option, the parties may agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, 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.

12.2 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 to the extent practicable.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than ~~8077~~ channels on the effective date of this Agreement. In accordance with the requirements 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, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how the business impact of such actions ~~may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise~~.

12.4 The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, 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.

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

12.6 The System shall be so designed as to enable Franchisee to provide serviceCable Service throughout the territorial limits of the Village. The System shall be so constructed so as to be capable of providing service-Cable Service to all residential housing units throughout the territorial limits of the Village ~~at Franchisee’s costs and expense~~, subject to the provisions of Section 15.1. The Franchisee shall ~~extend-design~~ the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1(b).

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction, including but not limited to 47 C.F.R. § 76.601. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Village and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful-~~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 Village, provided such communications are authorized and licensed, as required by applicable law.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 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.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for Cable Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 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

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide service within the Village upon the lawful request of any and all persons who are owners or tenants of residential property within the Village, subject to the following:

a) With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Village and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at cost.

b) All commercial structures within the territorial limits of the Village shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.

c) Franchisee shall extend the System to ~~serve~~provide service to all areas of the Village along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than 25 homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section ~~85~~95.5 of the rules and regulations of the NYSPSC.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal and State law.

~~**15.215.3**~~ It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15 of this Agreement, upon written request from the Village, Franchisee shall provide, without charge within the Village, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Village as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five

hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such cost shall be submitted to said recipient in writing before installation is begun. 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. Franchisee shall provide one (1) installation of broadcast basic cable television service without monthly service charge to one (1) receiver location in each municipal office building, school, and library, subject to the applicable rules and regulations of the FCC and the NYSpsc, as set forth below:

~~a) Franchisee shall, without charge, make one (1) aerial connection for basic service, as provided below, into the internal R.F. distribution system of each municipal office building, 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 premise for the purpose of enabling the said premises to distribute the basic cable television service. Where such premises consist of more than one building, 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 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, reasonable technical consulting services to the premises in order to make the internal system work effectively for the purpose intended herein.~~

~~c) 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 trunk or feeder 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.~~

16.2 Upon written request from the Village, Franchisee shall provide without charge basic cable modem service to one designated building in the Village where the public business is conducted on behalf of the Village as follows: (1) one standard installation; (2) one cable modem per installation; (3) cable modem service the term of this Agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist and be modified from time to time. Only one installation and service shall be provided under this Section 16.2. Cablevision shall provide to the Village, free of charge, one (1) high-speed cable modem and monthly Internet access service, including installation, to 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.

16.216.3 As used in this Agreement, the terms:

Subject to final review and approval by Cablevision management

a) “Sschool” shall mean those educational institutions within the Village chartered by the New York State Board of Regents pursuant to the New York Education Law, and

b) “Public Library” shall mean a library established for free public purposes by official action of a Village, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

c) “Mmunicipal office buildings” shall mean the Village hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Village, and the residents of the Village with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policy, rules, and procedures. Should Franchisee’s said policies, rules, and procedures be inconsistent with the standards established in Section 5895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.217.3 To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE’S OBLIGATIONS TO THE VILLAGE

18.0 FRANCHISE FEE

18.1 The Village waives its right to collect a Franchise Fee during the term of this Franchise.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance 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:

a) Personal injury or death: \$500,000 per person

Subject to final review and approval by Cablevision management

- | | |
|---|--------------------------|
| | \$500,000 per occurrence |
| b) Property damage: | \$500,000 per occurrence |
| c) Excess liability or umbrella coverage: | \$10,000,000. |

19.2 The Village shall impose at least the same insurance obligations as those in this Section 19 on all new and renewed providers of Cable Service in the Village. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

19.219.3 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 agents, employees, contractors and subcontractors 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 patent rights arising from Franchisee's performance under this Agreement. The Village shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under the Village's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Village with respect to any programming provided by the Village or from the Village's negligence.

19.319.4 Each insurance policy shall bear the name of the Village as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

19.419.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage 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, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.519.6 ~~Not later than sixty (60) days after the effective date of this Agreement~~ Upon request of the Village, Franchisee shall furnish to the Village copies of certificates of insurance in conformity with the requirements of this Franchise.

19.619.7 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-. 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-. The Village may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. 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.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

20.3 Franchisee shall offer a discount of \$1.50 off the monthly service charge to senior citizens, sixty-two (62) years of age and older, who are the heads of household, and receive the broadcast basic stand-alone cable television service from Franchisee. Such a discount shall not be available to senior citizens that receive a monthly discounted bulk rate from Franchisee for cable television service. The Franchisee may, at its discretion, require participating senior citizens to furnish proof of qualification in such form as it may determine to be necessary to demonstrate eligibility for such senior citizen discount program.

21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully 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.

22.0 VILLAGE'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

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

22.2 When repeated subscriber complaints cause the Village to question the reliability or technical quality of Cable Service, the Village shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Village in performing such testing.

a) In the event of repeated and persistent complaints about the same aspect 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 reasonable costs of such designee.

b) The Village may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.3 The Village shall have the right to inspect all construction work 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. Village shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Village conducts such inspection.

22.4 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 such property is utilized in the operation of the System serving the Village.

23.0 VILLAGE'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Village reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

23.2 If any of such information is 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 and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE VILLAGE

24.1 Upon request of 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 Franchisee's operation of the System in the Village, subject to the provision of Section 25.4.

24.2 Upon request, Franchisee shall furnish to the Village such additional information and records with respect to the operation of the System in the Village, and the Cable 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.

25.0 MANDATORY RECORD KEEPING

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

25.2 The Franchisee shall maintain 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. The Village specifically recognizes that “as built” maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Village or its designee during Franchisee’s regular business hours upon reasonable request, subject to the provisions of Section 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, the Village shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to those persons ~~If any of the records described in this Franchise are proprietary in nature or must be kept confidential under federal, State, or local law, upon written request by the Franchisee, such information shall be treated as confidential, and to the extent consistent with applicable law, such records shall be made available for inspection purposes only to those persons within the Village~~ who must have access to such information in order to perform their duties on behalf of the Village.

25.5 In the event the Village receives a request for disclosure of information provided by Franchisee to the Village that Village believes in good faith it must provide under law, then the Village shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to the Village in an unredacted form and/or seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by the Village contains proprietary or confidential data, or if records requested by the Village must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to the Village’s request.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall ~~participate, to the extent required by law, rule or regulation in national or regional emergency alert Systems. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Village on a shared basis with other municipalities in the region~~ comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NYSPSC’s rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

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 that regulate Franchisee's customer service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 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 and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.228.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Village, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Village.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by federal and State law.

29.2 Franchisee shall have the ongoing responsibility to ~~insure~~ take reasonable measures to ensure that the telephone system utilized meets the reasonable 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.

30.0 MISCELLANEOUS PROVISIONS

30.1 To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Village shall have the right to promulgate new, revised or additional reasonable 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).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 The Village shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated therein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and the Village and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.230.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31.0 NOTICE

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Vice President, Suburban New York

With a copy to:

Cablevision of Rockland/Ramapo, LLC
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department

Notices to the Village shall be mailed to:

Village of Tuxedo Park
80 Lorillard Road
Tuxedo Park, NY 10987
Attention: []

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANC

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon sixty (60) days prior notification by the Village, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee-its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Village; however, each such ~~session-evaluation~~ 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.

32.2 Not less than thirty (30) days prior to any performance evaluation ~~session~~, Village shall provide notice to Franchisee of the topics that it wishes to address at such meeting. Topics which may be discussed at any performance evaluation session shall be within the regulatory authority of the Village and reasonably related to the ~~operation of the System~~offering of Cable Service in the Village, and may include, but not be limited to, System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

32.3 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, subject to the provisions of Section 25 of this Agreement.

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

32.432.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33.0 EFFECT OF VILLAGE'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

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

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Village to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than three (3) years prior to the Village providing notice to Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 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, it shall not make the grant on more favorable or less burdensome terms. If the agreement(s) granting said other franchise(s) imposes monetary, free service, right-of-way oversight, or equipment or facilities provisions that are less costly or burdensome or more favorable than those imposed by the corresponding terms of this Agreement, then upon written notice from Franchisee identifying such corresponding terms and their counterparts in such other Agreement, the Municipality agrees not to enforce such corresponding terms in this Agreement beyond the requirements or obligations imposed by the less costly or more burdensome counterpart provisions in such other Agreement.~~If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Village for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to be necessary to insure fair and equal treatment by this Agreement and said other aAgreements.~~

34.2 In the event that a non-franchised multi-channel video-programmer/distributor service provides service to residents of the Village, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. 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 Franchisees belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the regulatory burdens-provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Village shall not unreasonably withhold considering-granting the Franchisee's petition and so amending the Franchise Agreement.

34.234.3 Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under federal, state or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPSC

35.1 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, 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,~~and the FCC.~~

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Exhibit A

Municipal Buildings to be Provided Free Cable Service

[Insert]