

**RENEWAL**  
**CABLE TELEVISION FRANCHISE**  
**FOR**  
**THE TOWN OF SOUTHEAST,**  
**NEW YORK**

## Table of Contents

|  |           |
|--|-----------|
| <b>INTRODUCTION .....</b>  | <b>4</b>  |
| <b>ARTICLE 1 DEFINITIONS.....</b>                                  | <b>6</b>  |
| SECTION 1.1 - DEFINITIONS .....                                    | 6         |
| <b>ARTICLE 2 GRANT OF RENEWAL FRANCHISE.....</b>                   | <b>10</b> |
| SECTION 2.1 - GRANT OF RENEWAL FRANCHISE .....                     | 10        |
| SECTION 2.2 - TERM: NON-EXCLUSIVITY .....                          | 10        |
| SECTION 2.3 - POLE AND CONDUIT ATTACHMENT .....                    | 11        |
| SECTION 2.4 - RENEWAL.....   | 11        |
| SECTION 2.5 - RESERVATION OF AUTHORITY.....                        | 11        |
| SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE .....                   | 12        |
| <b>ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION .....</b>      | <b>13</b> |
| SECTION 3.1 - AREA TO BE SERVED .....                              | 13        |
| SECTION 3.2 - SUBSCRIBER NETWORK .....                             | 14        |
| SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS.....                  | 14        |
| SECTION 3.4 - PARENTAL CONTROL CAPABILITY .....                    | 15        |
| SECTION 3.5 - EMERGENCY ALERT .....                                | 15        |
| <b>ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS .....</b>          | <b>16</b> |
| SECTION 4.1 - SYSTEM MAINTENANCE.....                              | 16        |
| SECTION 4.2 - REPAIRS AND RESTORATION .....                        | 17        |
| SECTION 4.3 - CABLE LOCATION.....                                  | 17        |
| SECTION 4.4 - TREE TRIMMING .....                                  | 18        |
| SECTION 4.5 - INSPECTION OF MAPS AND RECORDS .....                 | 18        |
| SECTION 4.6 - DISCONNECTION AND RELOCATION.....                    | 19        |
| SECTION 4.7 - EMERGENCY REMOVAL OF PLANT.....                      | 19        |
| SECTION 4.8 - PROHIBITION AGAINST RESELLING OF SERVICE .....       | 19        |
| <b>ARTICLE 5 PROGRAMMING.....</b>                                  | <b>20</b> |
| SECTION 5.1 - BASIC CABLE SERVICE .....                            | 20        |
| SECTION 5.2 - PROGRAMMING.....                                     | 20        |
| SECTION 5.3 - REMOTE CONTROLS.....                                 | 20        |
| SECTION 5.4 - STEREO TV TRANSMISSIONS.....                         | 20        |
| SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE.....               | 21        |
| <b>ARTICLE 6 PEG ACCESS CHANNEL(S) .....</b>                       | <b>22</b> |
| SECTION 6.1 - PEG ACCESS CHANNEL(S).....                           | 22        |
| SECTION 6.2 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION.....     | 23        |
| SECTION 6.3 - INTERCONNECTION WITH COMPETING CABLE FRANCHISEE..... | 23        |
| SECTION 6.4 - PEG ACCESS PROGRAMMING INDEMNIFICATION .....         | 23        |
| <b>ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION .....</b>    | <b>24</b> |
| SECTION 7.1 - CUSTOMER SERVICE .....                               | 24        |
| SECTION 7.2 - SERVICE OUTAGES .....                                | 24        |
| SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY .....               | 24        |
| SECTION 7.4 - PROPRIETARY INFORMATION.....                         | 24        |
| SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS .....                  | 25        |
| <b>ARTICLE 8 PRICES AND CHARGES .....</b>                          | <b>26</b> |
| SECTION 8.1 - PRICES AND CHARGES.....                              | 26        |
| <b>ARTICLE 9 REGULATORY OVERSIGHT .....</b>                        | <b>27</b> |
| SECTION 9.1 - INDEMNIFICATION .....                                | 27        |

|  |    |
|--|----|
| SECTION 9.2 - INSURANCE .....                              | 27 |
| SECTION 9.3 - PERFORMANCE BOND.....                        | 28 |
| SECTION 9.4 - FRANCHISE FEES .....                         | 28 |
| SECTION 9.5 - REPORTS.....                                 | 29 |
| SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY .....           | 29 |
| SECTION 9.7 - REVOCATION OF FRANCHISE .....                | 29 |
| SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE .....         | 29 |
| SECTION 9.9 - TRANSFER OR ASSIGNMENT .....                 | 31 |
| SECTION 9.10 - REMOVAL OF SYSTEM.....                      | 31 |
| SECTION 9.11 - INCORPORATION BY REFERENCE.....             | 32 |
| SECTION 9.12 - NO THIRD PARTY BENEFICIARIES .....          | 32 |
| <b>ARTICLE 10 MISCELLANEOUS .....</b>                      |    |
| SECTION 10.1 - SEVERABILITY.....                           | 33 |
| SECTION 10.2 - FORCE MAJEURE .....                         | 33 |
| SECTION 10.3 - NOTICES .....                               | 33 |
| SECTION 10.4 - ENTIRE AGREEMENT .....                      | 34 |
| SECTION 10.5 - CAPTIONS.....                               | 34 |
| SECTION 10.6 - WARRANTIES .....                            | 35 |
| SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE.....     | 35 |
| <b>SIGNATURE PAGE .....</b>                                |    |
| <b>EXHIBIT A PUBLIC BUILDINGS ON THE CABLE SYSTEM.....</b> |    |

# **TOWN OF SOUTHEAST RENEWAL FRANCHISE**

## **INTRODUCTION**

WHEREAS, Comcast of New York, LLC, (hereinafter "Franchisee"), is the duly authorized holder of a renewal franchise to operate a cable television system in the Town of Southeast, New York (hereinafter the "Town");

WHEREAS, the Town is a "franchising authority" in accordance with Title VI of the Federal Cable 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 filed a written request for a renewal of its franchise by letter dated March 29, 2011, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and Section 891.2(a) of the rules of the New York State Public Service Commission (at 16 NYCRR Part 891);

WHEREAS, the Franchisee's technical ability, financial conditions and character were considered and approved in a full public proceeding affording due process;

WHEREAS, the Franchisee's plans for constructing, maintaining and operating the cable television system were considered and found adequate and feasible in a full public hearing affording due process;

WHEREAS, the Town desires to enter into this Renewal Franchise with Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the terms of this Franchise were considered and found adequate and feasible in a full public hearing affording due process;

WHEREAS, the Franchise complies with the Commission's franchise standards;

WHEREAS, the terms of this Franchise are subject to the approval of the Commission; and

WHEREAS, the Town finds that Franchisee has complied with the terms of its previous franchise.

NOW THEREFORE, after due and full consideration, the Town and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

**ARTICLE 1**  
**DEFINITIONS**

**SECTION 1.1 - DEFINITIONS**

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Article 11 of Chapter 48 of the New York Consolidated Laws, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit corporation or agency, designated by the Town for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Commission – shall mean the New York Public Service Commission.

(e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Southeast, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to

provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Educational Access Channel – shall mean the video channel(s) designated for non-commercial use by educational institutions such as public or private schools (grades k-12), but not “home schools,” community, public or private colleges or universities.

(i) Effective Date – This Renewal Agreement shall become effective on the date that the State Commission issues a Certificate of Confirmation for said Renewal Franchise.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee – shall mean the payments to be made by Franchisee to the Town or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Governmental Access Channel – shall mean a channel designated for non-commercial use by the Town for the purpose of showing public local government programming.

(m) Gross Revenue - shall mean the Cable Service revenue derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access payments, advertising and home shopping revenue,

installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(n) Franchisee – shall mean Comcast of New York, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(o) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(q) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(r) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

(s) Public Access Channel – shall mean a video channel designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(t) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Southeast cable subscribers or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal Franchise.

(u) Public Buildings – shall mean those buildings owned or leased by the Town for municipal government administrative purposes, and shall not include buildings owned by Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(v) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter in the Town of Southeast, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Town within the Town of Southeast for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Signal – shall mean any transmission which carries Programming from one location to another.

(y) Standard Installation – shall mean the standard one hundred fifty foot (150’) aerial Drop connection to the existing distribution system.

(z) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee’s express permission.

(aa) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ab) Town – shall mean the Town of Southeast, New York.

(ac) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber’s residences.

(ad) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2**  
**GRANT OF RENEWAL FRANCHISE**

**SECTION 2.1 - GRANT OF RENEWAL FRANCHISE**

(a) Pursuant to the authority of the Cable Act, 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, the Town hereby grants a non-exclusive Renewal Franchise to Comcast of New York, LLC, a Delaware Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Southeast. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act, 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, and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Franchisee shall file applications for all necessary approval from the Commission and/or FCC within sixty (60) days from the date Franchise is granted or amended.

(d) Subject to the terms and conditions herein, the Town hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal Franchise shall be for a period of fifteen (15) years and shall commence on the date on which the State Commission issues a Certificate of Confirmation for said Renewal Franchise.

### **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Town grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

### **SECTION 2.4 - RENEWAL**

(a) In accordance with the provisions of federal law, P.S.L. § 222 and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed fifteen (15) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Franchisee and the Town and shall contain such modified or additional terms as Franchisee and the Town may then agree.

### **SECTION 2.5 - RESERVATION OF AUTHORITY**

(a) Nothing in this Renewal Franchise shall (A) abrogate the right of the Town to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (C) be construed as a waiver or release of the rights of the Town in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

(b) The Town reserves the right to adopt, in addition to the provisions contained in this Franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable, not materially in

conflict with the privileges granted in this Franchise and consistent with all federal and state laws, rules, regulations and orders.

#### **SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE**

(a) Franchisee acknowledges and agrees that the Town reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Town's jurisdiction.

(b) In the event an application for a new cable television franchise is filed with the Town, proposing to serve the Town, in whole or in part, the Town shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) As set forth in 16 NYCRR Part 895.3, no municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or less than those burdens placed upon another cable television franchise operating in the same franchise area.

(d) The issuance of additional franchise(s) shall be subject to all applicable federal and state laws, including 16 NYCRR Part 895.3 and applicable regulations promulgated thereunder.

## **ARTICLE 3**

### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

#### **SECTION 3.1 - AREA TO BE SERVED**

(a) Franchisee shall comply with 16 NYCRR Part 895.5 with regard to requirements for construction of cable television plant and provision of cable television services.

(b) Franchisee shall make Cable Service available to residential dwelling units within the Town where the minimum density is at least thirty-five (35) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Franchisee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Franchisee's Distribution Cable. For non-Standard Installations Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting Town.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 ') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(d) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

Franchisee shall maintain its current Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

### **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

(a) Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Town within the Town, listed in Exhibit A attached hereto, provided such are considered to be a Standard Installation.

(b) Upon written request by the Town, Franchisee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Town or its designee shall consult with a representative of Franchisee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Franchisee install service at no charge.

(c) Nothing in this Section shall require Franchisee to move existing or install additional Drops or Outlets at no charge to those buildings included in Exhibit A, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(d) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

#### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Town acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

#### **SECTION 3.5—EMERGENCY ALERT**

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**ARTICLE 4**  
**TECHNOLOGICAL AND SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

(a) Franchisee shall construct and maintain its cable system using materials of good and durable quality and all work involved in the construction, installation, maintenance and repair of said cable system shall be performed in a safe, thorough and reliable manner.

(b) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Town, except as may be approved by the Town if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(c) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(d) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(e) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be

operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(g) Upon written notice from the Town, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

#### **SECTION 4.2 - REPAIRS AND RESTORATION**

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be promptly repaired or replaced by Franchisee and restored to a serviceable condition. If Franchisee fails to make such restoration within a reasonable time, the Town may fix a reasonable time for such restoration and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Town. However, prior to such repair or restoration the Town should submit a written estimate to Franchisee of the actual cost of said repair or restoration.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aurally placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by local ordinance or State law to be relocated aurally or underground, Franchisee shall similarly relocate its Cable System if it is given

reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Town, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with any Town bylaws/ordinances and regulations.

#### **SECTION 4.5 – INSPECTION OF MAPS AND RECORDS**

The Town has the right to inspect all non-proprietary books, records, map, plans, financial statements and other like materials of the Franchisee, upon reasonable written notice and during normal business hours.

#### **SECTION 4.6 - DISCONNECTION AND RELOCATION**

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Town shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

#### **SECTION 4.7 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Town gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

#### **SECTION 4.8 – PROHIBITION AGAINST RESELLING OF SERVICE**

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

**ARTICLE 5**  
**PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain a mix, quality and broad categories of Video Programming. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as P.S.L. § 224-a regarding notice of programming changes.

**SECTION 5.3 - REMOTE CONTROLS**

Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

**SECTION 5.4 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

**SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

## ARTICLE 6

### PEG ACCESS CHANNEL(S)

#### SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Franchisee shall comply with the minimum standards for public, educational and governmental (PEG) access channels as set forth in Section 895.4 of the Rules of the State Commission.

(b) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act.

(c) Franchisee shall designate capacity on one (1) channel as a Public Access Channel, currently programmed with the Public Access Feed from the Franchisee's access studio located in Carmel, New York, to be used for public video programming provided by the Town or its designee public access organization. A Public Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(d) Franchisee shall designate capacity on one (1) channel as an Educational/Governmental Access Channel, currently programmed with the Feed from the school district serving the Town, to be used for educational and governmental access video programming provided by the Town or designated educational institution. An Educational/Governmental Access Channel may not be used to cablecast for-

profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(e) In the event the Town or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

#### **SECTION 6.2 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Town, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Franchisee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Franchisee.

#### **SECTION 6.3 - INTERCONNECTION WITH COMPETING CABLE FRANCHISEE**

In the event a Franchise is issued by the Town to a competing Franchisee, the competing Franchisee may not connect its system to Franchisee's current system for purposes of obtaining PEG Access Programming from the Franchisee's PEG Access channels without the prior written consent of Franchisee.

#### **SECTION 6.4 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

The Town and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Franchisee shall comply with the customer service regulations promulgated by the Commission (9 NYCRR Part 890) as they exist or as they may be amended from time to time.

#### **SECTION 7.2 - SERVICE OUTAGES**

Franchisee shall comply with 16 NYCRR 890.65 with respect to credits provided to customers affected by service outages in excess of four continuous hours.

#### **SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY**

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

#### **SECTION 7.4 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Town agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Town that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial

information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Town receives a request under a state "sunshine," public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Town shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

#### **SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee.

**ARTICLE 8**  
**PRICES AND CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with Federal law [47 U.S.C §543]. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Town acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

**ARTICLE 9**  
**REGULATORY OVERSIGHT**

**SECTION 9.1 - INDEMNIFICATION**

Franchisee shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Town shall give Franchisee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Town within the timely receipt of a claim or action pursuant to this Section. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

**SECTION 9.2 - INSURANCE**

(a) Franchisee shall carry insurance throughout the term of this Renewal Franchise with an insurance company authorized to conduct business in New York satisfactory to the Town protecting, as required in this Renewal Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Town will receive thirty (30) days' written notice prior to any cancellation.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Town will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee. Policy will contain a provision that the Town will receive thirty (30) days' written notice prior to any cancellation.

(d) Franchisee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

#### **SECTION 9.3 - PERFORMANCE BOND**

(a) During the Term of this Renewal Agreement, Franchisee shall provide to the Town a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) running to the Town with a surety company satisfactory to the Town, to guarantee the Franchisee's faithful performance of its obligations under this Agreement. The Town may only draw upon the performance bond pursuant to the provisions of Section 9.8 herein.

(b) Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Town's prior written consent. The Town shall not unreasonably withhold its consent.

#### **SECTION 9.4 - FRANCHISE FEES**

(a) During the term of the Renewal Franchise the annual Franchise Fee payable to the Town shall be equal to five percent (5%) of Franchisee's Gross Annual Revenues attributable to the operation of the Cable System by Franchisee.

(b) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%)

of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Franchisee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

#### **SECTION 9.5 - REPORTS**

Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

#### **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities. Franchisee will not refuse to hire, or employ, nor 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.

#### **SECTION 9.7 - REVOCATION OF FRANCHISE**

The Franchise issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Town for any substantial violation of any material provision of this Agreement; for defrauding or attempting to defraud the Town or Subscribers; or for any other material breach of this Agreement; or by the State Commission in accordance with P.S.L. § 227.

#### **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Town has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Town shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Town believes may

have been in default and the details relating thereto. Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Town in writing, contesting the Town's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Town, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Town or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Town shall issue a written determination of its findings. In the event that the Town determines that Franchisee is in such default, the Town may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Town fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to 9.8(a) above; (ii) the Town fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Town fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Town fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Town shall be considered null and void.

## **SECTION 9.9 - TRANSFER OR ASSIGNMENT**

(a) This Renewal Franchise or control hereof shall not be transferred or assigned without the prior written consent of the Town, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.S.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

## **SECTION 9.10 - REMOVAL OF SYSTEM**

(a) Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town or property owner may deem any property not removed as having been abandoned.

(b) Franchisee may not abandon cable television service in any portion of the franchise area without the written consent of the Town.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, and the rules and regulations of the FCC and the State Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New York, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Town and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.12 - NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

**ARTICLE 10**  
**MISCELLANEOUS**

**SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Franchisee's control.

**SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Town shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Town may specify in writing to Franchisee.

Town of Southeast  
Attn: Town Supervisor

1360 Route 22  
Brewster, NY 10509

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Town.

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
222 New Park Drive  
Berlin, CT 06037

with copies to:

Comcast Cable Communications, Inc.  
Attn: Senior Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

#### **SECTION 10.5 - CAPTIONS**

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

**SECTION 10.6 - WARRANTIES**

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Renewal Franchise:

- (a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal Franchise, to enter into and legally bind Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise;
- (c) This Renewal Franchise is enforceable against Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Franchisee which would interfere with performance of this Renewal Franchise.

**SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE**

All of the provisions in this Renewal Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 27<sup>th</sup> DAY OF

October 2014.

Sworn before me  
this 27<sup>th</sup> day of  
October, 2014

Laurie Bell

LAURIE BELL  
NOTARY PUBLIC  
STATE of NEW YORK  
REG #01BE4852810  
EXP. 3/24/2018  
PUTNAM COUNTY

TOWN OF SOUTHEAST

By:



Tony Hay  
Town Supervisor

COMCAST OF NEW YORK, LLC

By:



Mary E. McLaughlin  
Senior Vice President  
Western New England Region

**EXHIBIT A**

**PUBLIC BUILDINGS ON THE CABLE SYSTEM**

**Public School Buildings:**

**CV Starr Intermediate School**

**Brewster Central Schools**

**Brewster High School**

**Henry Wells School**

**Municipal Buildings:**

**Highway Department**

**Building Department**

**Southeast Fire District**

**Department of Transportation**

**Recreation Department**

**State Police**

**Southeast Town Offices**

**Putnam County Department of Motor Vehicles (Customer Reception Area)**