

CATV SHARING AGREEMENT

This agreement, executed as of this 8th day of NOVEMBER 1981, between the Village of Larchmont, hereinafter referred to as "Larchmont", the Village of Mamaroneck, hereinafter referred to as "Mamaroneck", and the Town of Mamaroneck, hereinafter referred to as "Town" (all of which shall hereinafter be collectively referred to as the "municipalities");

W I T N E S S E T H :

Whereas the municipalities have jointly executed as of the 3rd day of December, 1980 a single agreement (hereinafter referred to as the "CATV agreement") with UA-Columbia Cablevision of Westchester, Inc., a corporation organized and existing under the laws of New York (hereinafter referred to as the "Company"), giving the Company a franchise to install, operate and maintain a Cable Television System in the municipalities; and

Whereas the municipalities wish to provide for the manner in which certain provisions of the CATV Agreement which apply to the municipalities collectively shall be interpreted and carried out;

Now, therefore, the municipalities do hereby mutually covenant and agree as follows:

Section 1.

(a) The following officials of the municipalities are those authorized to override the audio signal on all channels originating at the main headend facility to transmit and report

emergency information from those locations described in Section 20.4 of the CATV agreement and provided for in Section 20.5.2 of the same agreement:

Mayors

Supervisor

Deputy Mayors

Deputy Supervisor

Police Chiefs

Fire Chiefs

One additional person designated by
each of the governing boards of the
municipalities

(b) The code numbers necessary for such override shall be recorded and secured in only two locations in each municipality. The security of each location shall be a specific responsibility of one of the authorized officials named above. Each authorized official shall be informed of each of the six locations and of the name of the authorized official responsible for its security.

(c) Authorized officials shall activate such override only in bona fide emergencies. Information and notices not relating to such an emergency shall be accessed directly to the channels provided for such purpose.

Section 2.

The use of upstream capability provided for in the CATV agreement by persons other than the Company shall be regulated by the Board of Control referred to in Section 3 (a) hereof and no persons other than the Company shall use such capability without written authorization from such Board.

Section 3. Board of Control.

Creation - There is hereby created a tri-municipal cable television Board of Control. The Board of Control shall be composed of one member from each of the governing bodies of the Village of Mamaroneck, Town of Mamaroneck and Village of Larchmont and the Town Comptroller of the Town of Mamaroneck and Village Manager of the Village of Mamaroneck.

Function - It is the intention of the parties that the Board of Control shall act for the collective benefit of the parties hereto. Accordingly, the Board of Control is hereby empowered to take such action pursuant to the franchise agreement previously executed by the parties hereto with UA-Columbia Cablevision of Westchester, Inc. as will foster the interests of the parties hereto and maximize the benefits jointly conferred upon the parties pursuant to said franchise agreement; to protect and enhance the rights and interests of all subscribers conferred and created pursuant to said franchise agreement, and any renewal, extension or modification thereof.

Subject to the provisions of this agreement, it is the intention of the parties that the Board of Control shall constitute a duly authorized board within the meaning of Section 1.1 of the aforesaid franchise agreement with full power and authority to communicate directly with the franchisor, its agents, servants and/or employees or such other board, commission or entity having jurisdiction over the franchise agreement, for all purposes enumerated in said franchise agreement, and to tender such notices or communication as may be required to effectuate the

intention of this agreement consistent with the benefits and rights conferred to the parties hereto pursuant to said franchise agreement, and any renewal, extension or modification thereof.

Meetings - The Board of Control shall have the power and authority to schedule regular and/or special meetings at such times and in such manner as the Board of Control shall determine upon reasonable notice to its members. Two-thirds of the voting members shall constitute a quorum for all action of the Board of Control. Such meetings shall be conducted by a chairman to be selected by the Board of Control from its voting members. The Board of Control shall keep minutes of its meetings and shall promptly furnish same to each of the municipalities. Any resolution of the Board of Control shall be deemed to be the resolution of each of the parties to this agreement, unless two-thirds of the municipalities shall, by negative vote, overrule any action taken by the Board of Control. Notwithstanding the foregoing, any municipality shall be entitled to an additional thirty (30) day period within which to conduct a vote on any resolution of the Board of Control by tendering its written request for such extension to the other parties to this agreement.

Voting - All members of the Board of Control shall have one vote on all issues or questions considered by it, except that the Village Manager of the Village of Mamaroneck and the Town Comptroller of the Town of Mamaroneck shall be non-voting members of the Board of Control.

Administrator - The parties hereby agree that the Village Manager of the Village of Mamaroneck is hereby appointed as the

parties' administrator. The administrator shall be the agent of the Board of Control for purposes of executing the directives of the Board of Control.

In consideration of the services of the administrator, each municipality shall contribute the sum of \$1,000.00 per year to the Village of Mamaroneck in payment for the services of the administrator.

Comptroller - The parties hereby agree that the Town Comptroller of the Town of Mamaroneck is hereby appointed as the agent of the parties for receipt of any and all payments or sums due any of the parties hereto in consequence of said franchise agreement. Upon receipt by the Town Comptroller, all sums received shall be distributed in distributive shares to each of the three municipalities. The distributive share to each municipality shall be calculated as the proportionate share of the total sums received predicated upon the number of cable television subscribers residing in each municipality, less the chargeable expenses attendant to the administration of this agreement. Each municipality will bear the cost of chargeable expenses in the same proportion as its distributive share.

It is the intention of the parties that the franchisor will furnish to the parties the total number of subscribers and the total number of subscribers resident in each of the three municipalities.

Until such time as said figures are furnished by the franchisor, the distributive shares shall be calculated predicated upon the number of residents in each of the three municipalities as determined by the 1980 census.

The Town Comptroller shall prepare and distribute to the parties hereto an annual accounting of all sums received and all expenses incurred and shall promptly furnish said accounting to each of the parties hereto.

Advisory Committee - There is hereby created an advisory committee to assist the Board of Control in the performance of its functions pursuant to this agreement. The advisory committee shall consist of six persons, two of whom shall be appointed by each municipality. The term of appointment of the members shall be two years.

The advisory committee shall function in such fashion and perform such tasks as the Board of Control shall determine and is empowered to make non-binding advisory recommendations to the Board of Control.

Equipment - Notwithstanding anything to the contrary, the location of any and all cable television equipment conferred upon the municipalities as enumerated in Exhibit B of the franchise agreement shall be governed and determined by a majority vote of the governing bodies of at least two of the parties hereto.

Once located as aforesaid, the use of said equipment shall be governed by the Board of Control pursuant to such rules and regulations as the Board of Control may promulgate.

Section 4.

Upon receipt by all or one municipality of a petition from the Company pursuant to Section 25.2 et seq of the CATV Agreement for an adjustment in rates, the municipalities shall mutually agree upon a time and location and shall jointly call a concurrent

public hearing on the matter within 45 days of such receipt of a petition.

Each municipality shall appoint two members of its then existing governing Board (Board of Trustees or Town Council) to preside as a panel over said public hearing. Each member of the Board of Control shall also be a member of said panel. Each member of the Board of Control shall be designated as a co-chairperson of the panel.

Each governing board shall thereafter vote with respect to the petition and a majority of each of the governing boards of two municipalities shall be binding on all three municipalities. In the event such a 2/3 vote cannot be reached, the petition for adjustment shall be denied.

Section 5.

The municipalities shall direct that the Completion Bonds and Performance Bonds and security obligations provided for in Section 7 of the CATV Agreement shall be filed by the Company with the Administrator, Village of Mamaroneck.

At such time as the Board of Control determines and agrees that the System (as defined in the CATV Agreement) has been timely completed and fully activated as provided for in the CATV Agreement, the Administrator shall provide acknowledgment of such timely completion and full activation to the Company.

Section 6.

Any one of the three municipalities may withdraw such amount from the Security Fund provided for in Section 8 of the

CATV Agreement as may be necessary to comply with any court, governmental or administrative order or directive pursuant to Section 8.2 of the CATV Agreement by making application therefor to the Administrator.

Any other withdrawal from the Security Fund pursuant to Section 8 shall be upon mutual agreement of the municipalities, with payment of such damages to be made as follows:

SECTION 7 - DISTRIBUTION OF PENALTY PAYMENTS

For breach of the following provisions, payment will be divided equally between the municipalities of penalties levied under Section 9.5 of the CATV Agreement:

1. In connection with Article 4.
2. In connection with Article 20., failure to complete construction within 6 months.
3. In connection with Article 28.
4. In connection with Article 11.
5. In connection with Article 28.2.

For breach of the following provisions of said contract, payment of penalties will be divided equally between the municipalities except to the extent that such breach can be shown to affect one municipality or its subscribers more than the other, in which case the municipalities shall mutually agree upon an appropriate ratio of payment:

1. In connection with Article 20., failure of the system to perform pursuant to 20.5.2.
2. In connection with Article 20.2.

PAYMENT OF PENALTIES TO SUBSCRIBERS

For breach of the penalty provisions affecting subscribers,

payment will be collected by the Administrator and made directly to the subscriber or subscribers affected as shown on the Schedule of Penalties in Section 9.5 of the CATV Agreement. Penalty in connection with Article 25.35 is included.

Section 8.

In the event that any one of the three municipalities decides to attempt to recover from the principal and surety of the Completion Bond or the Performance Bond provided for in Section 7 et seq of the CATV Agreement, it shall so advise the other two municipalities in writing hand delivered to the office of the Clerk of the two other municipalities at least fourteen days before it undertakes such a recovery and shall thereafter keep the other municipalities fully informed of everything involved thereafter in its recovery attempt.

Section 9.

In the event that any one of the municipalities without the consent of the other two municipalities makes use of the audio alert system provided for in Section 20.5.2 of the CATV Agreement, and the Company is held liable for damages as a result of the use thereof, the municipality which made such use of said audio alert system shall be solely responsible to indemnify the Company and shall further hold the other two municipalities harmless and indemnify them from any damages or penalties resulting from such use.

Section 10. Amendment & Modification.

This contract may be modified or amended upon the written consent of the governing bodies of the municipalities.

Section 11. Term.

The term of this contract shall be the term of the underlying contract made by the municipalities with UA Columbia Television or any renewal of said underlying contract.

Section 12. Withdrawal.

Any municipality may rescind this contract on any anniversary date of this contract upon one year's prior notice.

Section 13.

The Administrator shall send all written notices required by the CATV Agreement.

BY:

Walter J. Langley
Mayor, Village of Larchmont

BY:

Joseph B. Zambelli
Manager, Village of Mamaroneck

BY:

L. J. G. J. J.
Supervisor, Town of Mamaroneck