

INCORPORATED VILLAGE OF FLORAL PARK

BOARD OF TRUSTEES

June 21, 2016

P R E S E N T

MAYOR THOMAS J. TWEEDY

TRUSTEE KEVIN M. FITZGERALD

TRUSTEE DOMINICK A. LONGOBARDI

TRUSTEE LYNN POMBONYO

TRUSTEE ARCHIE T. CHENG

GERARD M. BAMBRICK, ESQ.

JOHN RYAN, ESQ., VILLAGE ATTORNEY

STEPHEN SIWINSKI, BUILDING SUPERINTENDENT

SUSAN E. WALSH, VILLAGE CLERK

Application of: Cablevision

ALSO PRESENT:

Jeffrey M. Clark

Reported By: MARY ANNE COPPINS, Court Reporter

1 THE COURT: Good evening and
2 welcome to Village Hall. Thank you for
3 coming out this evening.

4 We have two Public Hearings that we
5 will attempt to do first, after which,
6 we will have our Board meeting, a short
7 agenda, at which time we will open the
8 podium to any resident who would like to
9 present any ideas or concerns they have
10 before the Board.

11 At this time, we will go to our
12 first Public Hearing as it relates to
13 Cablevision's franchise agreement.

14 I would ask our Village Clerk,
15 Susan Walsh, to read the Notice.

16 MS. WALSH: Thank you, Mayor
17 Tweedy.

18 Notice of Public Hearing,
19 Incorporated Village of Floral Park.

20 Please take notice that a Public
21 Hearing will be held as to the following
22 matter by the Board of Trustees of the
23 Incorporated Village of Floral Park at
24 Village Hall, One Floral Boulevard,
25 Floral Park, New York, 11001, on Tuesday

1 June 21, 2016, at 8:00 p.m.

2 At this hearing, the Board of
3 Trustees will hear interested persons
4 who wish to address the Board with
5 respect to the Cablevision's compliance
6 with the requirements of the existing
7 cable television franchise and the
8 community's related needs and interests
9 for new Franchise Agreement.

10 All relevant documents may be
11 inspected at the Office of the Village
12 Clerk, One Floral Boulevard, Floral
13 Park, New York 11001, and may be
14 examined by any person interested
15 therein during business hours Monday
16 through Friday, inclusive, except legal
17 holidays, from 8:30 a.m. to 4:30 p.m.

18 By Order of the Board of Trustees,
19 Village of Floral Park, New York. Susan
20 E. Walsh, Village Clerk.

21 It is dated June 8, 2016.

22 This Legal Notice has been
23 published in the official paper of the
24 Incorporated Village of Floral Park, New
25 York and posted according to law.

1 THE COURT: Thank you very much,
2 Ms. Walsh.

3 At this time, I would ask the
4 applicant to come forward, give your
5 name and be sworn.

6 THE REPORTER: Please raise your
7 right hand.

8 (Complies.)

9 Do you swear that the following
10 testimony you are about to give is the
11 truth?

12 THE WITNESS: I do.

13 THE REPORTER: Please state your
14 name and affiliation for the record.

15 THE WITNESS: Good evening, Mayor,
16 members of the Board. My name is Jeff
17 Clark. Cablevision, USA.

18 MAYOR TWEEDY: Jeff, if I may, Mr.
19 Clark, if you would speak to the
20 highlights of the agreement that we have
21 and your application.

22 MR. CLARK: Sure.

23 This is a renewal of our third
24 franchise agreement with the Village.
25 They expire periodically, 10, 15 years,

1 so we have to renew it for the next
2 term.

3 In order to provide service to the
4 community, we have to have a franchise
5 agreement. That agreement allows us the
6 right of way, provide our system out
7 there to maintain and follow the Village
8 Codes, laws, rules. And we pay
9 franchise fees for that too, so the
10 Village gets the benefit of that.

11 We also provide free services to
12 the community, outreach to the Police
13 Department, Fire Department, Village
14 Hall, schools, libraries, things like
15 that.

16 We are required to have the
17 necessary insurance to indemnify the
18 Village and protect the Village from any
19 problems.

20 When Verizon came to -- the
21 agreement is not exclusive. Anyone can
22 come in to make the application to
23 provide cable. Verizon did that a
24 number of years ago. When that
25 happened, the State put a level playing

1 field clause in the agreements. They
2 didn't have to be identical, but have to
3 be on level terms. One can't be more
4 burdensome or less burdensome than the
5 other.

6 So to achieve that, what we do is
7 take the Verizon agreement, we cross it
8 out, write Cablevision in, that
9 eliminates a lot of the discussion about
10 what is technically level and what is
11 not level.

12 Something different, new to the
13 market, we've been here a while, we had
14 to make changes, just minor technical
15 changes.

16 The franchise fee is five percent.
17 The federal cap is as high as we can go.
18 That is in place now, that will
19 continue.

20 There is a new definition in the
21 gross receipts of DVR functionality.
22 One of the things that was not around
23 last time, it is now. The Village has
24 been getting the benefit of that, extra
25 revenue and we're just going to

1 formalize it in this agreement, just
2 kind of playing catch up.

3 There is a grant to the Village of
4 \$20,000, a grant that the Village can
5 use. There is a second grant of \$4,500
6 to offset the cost of your Internet
7 services to Village Hall. Slightly
8 different from the last agreement, but
9 gives the Village more flexibility to
10 shop around if you want to get a better
11 deal, faster speeds. The technology is
12 changing so it gives you the flexibility
13 of shifting gears to do what is best for
14 the Village, but the money is still
15 there.

16 MAYOR TWEEDY: There was some
17 discussion about additions to the
18 contract, set-top boxes, post-Sandy
19 there was some discussion with you and
20 some additions.

21 Have you come to a meeting of the
22 minds?

23 MR. BAMBRICK: We did ask for a
24 couple of extras at Village Hall.

25 MR. CLARK: I made the change. I

1 wasn't sure if they were all accurate,
2 so I left that open for your review and
3 the necessary changes.

4 MR. RYAN: I thought it was a
5 question of whether it could be hooked
6 up to what is in Village Hall.

7 MR. BAMBRICK: If he wanted one or
8 two extras for emergency management
9 purposes in the lobby. I see you had
10 one in Shelter House, which is great. I
11 think we now asked for an extra one in
12 Village Hall.

13 MR. CLARK: It is not a problem.

14 I think what I was thinking about
15 was trying to get an extra box, I
16 thought it was for the Studio.

17 TRUSTEE LONGOBARDI: If I remember
18 correctly, we're talking one for the
19 Mayor's Office, talking one for Village
20 Hall downstairs in the lobby and then
21 Shelter House was in there, at least
22 three at the time.

23 MR. CLARK: Okay.

24 MAYOR TWEEDY: Would that be
25 amendable to you?

1 MR. CLARK: Absolutely.

2 THE COURT: Do you have anything
3 else you would like to add?

4 MR. CLARK: That's summarizes it.

5 MAYOR TWEEDY: Thank you.

6 Any questions from the Board?

7 TRUSTEE FITZGERALD: I read the
8 contract. One thing I didn't know was
9 the density requirement, can you explain
10 that?

11 MR. CLARK: That's standard in all
12 of our agreements. I think you're
13 referring to the density of the houses
14 in the community. It really applies to
15 more of a community like on the North
16 Shore where the density is less. We
17 would have to meet a certain benchmark
18 before we provide services. It's a
19 State regulation that we keep in the
20 agreement, it doesn't apply for Floral
21 Park because it is so dense.

22 TRUSTEE FITZGERALD: Okay, thank
23 you.

24 MAYOR TWEEDY: Can you speak to the
25 Four Village Studio, maybe you might

1 speak to what we have done with
2 Cablevision and their funds.

3 TRUSTEE LONGOBARDI: We have been
4 -- the Studio has been a winning studio.
5 I thank you again for the support for
6 the Studio.

7 We have upgraded all kinds of
8 equipment, including even in this
9 agreement, some of that grant money
10 could be used for that if they wanted
11 to. It's definitely a win-win situation
12 for all of us. The studio has become an
13 educational institution for many of our
14 young people who feel, in this
15 community, that it is a great asset with
16 this studio.

17 MR. CLARK: Absolutely. We look
18 forward to continuing that.

19 MAYOR TWEEDY: You know it serves
20 the entire Four Villages. The Sewanka
21 Central High School District is part of
22 that. It's not just the Village, it
23 encompasses Floral Park and South Floral
24 Park, so it does hit a very large
25 community and we're most appreciative of

1 that collaboration we have as between
2 the two.

3 You have a wonderful consultant in
4 Jim Green. He is the gentleman that has
5 been a mentor to a lot of these young
6 people, many of whom have gone on to
7 careers in the media business, being
8 publishing, but most in production or
9 even camera and post-production work.
10 So it's provided for a lot of employment
11 opportunities at school. We couldn't be
12 happier with the Four Village Studio
13 collaboration with Cablevision on that.

14 At this time, I would ask, Trustee
15 Fitzgerald?

16 TRUSTEE FITZGERALD: The 5 percent,
17 the 5 percent is defined as cable
18 service, correct?

19 MR. CLARK: Right.

20 TRUSTEE FITZGERALD: What is cable
21 service?

22 MR. CLARK: It's the video
23 programming part of the services. It
24 doesn't include Internet service which
25 is not a cable service, but it includes

1 things like home shopping and
2 advertising. The Village gets a
3 percentage of that. Advertising,
4 commercials that are sold locally, the
5 Village benefits from that; the DVR
6 functionality, Pay Per View, Video on
7 Demand.

8 TRUSTEE FITZGERALD: If someone
9 uses the Internet and starts going to
10 HULU and cancels their cable service, we
11 don't get --

12 MR. CLARK: That's correct, it's an
13 Internet based service.

14 MAYOR TWEEDY: If I may ask you to
15 take a seat.

16 I will ask if there is anyone
17 present who would like to speak about
18 the agreement or any questions about the
19 agreement, they should kindly just
20 address the Board and we will ask Mr.
21 Clark after.

22 Hearing none, Mr. Clark, is there
23 anything else you would like to say to
24 the Board?

25 MR. CLARK: That covers it. It's

1 been a good relationship with the
2 Village over the years, working together
3 on a number of projects. I look forward
4 to continuing that.

5 MAYOR TWEEDY: I know one thing we
6 do have available in the equipment that
7 we purchased, as soon as Cablevision is
8 ready, we are HD ready for whatever you
9 guys have. So we are really at the
10 leading edge of where you could be in
11 production work here at the Four Village
12 Studio, again, for the benefits and you
13 and Verizon working to your contracts.

14 We are a deliberate body, at this
15 point, we will reserve decision, very
16 quickly qualify those last couple of the
17 items that we have, complete the
18 agreement and move forward.

19 At this time, I would ask for a
20 motion to reserve decision.

21 TRUSTEE FITZGERALD: So moved.

22 TRUSTEE LONGOBARDI: Second.

23 MAYOR TWEEDY: Ms. Walsh, would you
24 please poll the Board.

25 MS. WALSH: Trust Fitzgerald?

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TRUSTEE FITZGERALD: Aye.

MS. WALSH: Trustee Longobardi?

TRUSTEE LONGOBARDI: Aye.

MS. WALSH: Trustee Pombonyo?

TRUSTEE POMBONYO: Aye.

MS. WALSH: Trustee Cheng?

TRUSTEE CHENG: Aye.

MS. WALSH: Mayor Tweedy?

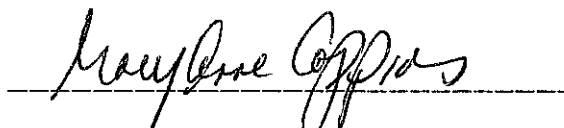
MAYOR TWEEDY: Votes aye.

Jeff, thank you very much for
coming in, good seeing you.

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C E R T I F I C A T I O N :

I, Mary Anne Coppins, Court
Reporter, hereby certify that the above
transcript is a true and accurate copy
of the minutes taken by myself
stenographically in the within matter.



Mary Anne Coppins

Court Reporter