

INTERMUNICIPAL COOPERATION AGREEMENT
PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC.

BY AND AMONG

TOWN OF RED HOOK

TOWN OF RHINEBECK

VILLAGE OF RED HOOK

VILLAGE OF RHINEBECK

VILLAGE OF TIVOLI

INTERMUNICIPAL COOPERATION AGREEMENT
AND PUBLIC ACCESS SERVICE AGREEMENT

Made as of this 1st day of May, 2011, by and between the Town of Red Hook with offices at 7340 South Broadway, Red Hook, New York 12571; the Town of Rhinebeck with offices at 80 East Market Street, Rhinebeck, New York 12572; the Village of Red Hook with offices at 7467 South Broadway, Red Hook, New York 12571; the Village of Rhinebeck with offices located at 76 East Market Street, Rhinebeck, New York 12572; the Village of Tivoli with offices at 1 Tivoli Commons, Tivoli, New York 12583, (hereinafter, collectively, the “Five Municipal Partners” and, individually, the “Municipality”); and Public Access Northern Dutchess Area, Inc., a not-for-profit corporation with principal offices at 6 Montgomery Street, Tivoli, New York, 12583 (hereinafter “PANDA”), and

WHEREAS, the governing elected board of each of the Five Municipal Partners, all located in the County of Dutchess, New York, deems it in the best interests of the residents of the respective governments to jointly provide public, educational, and governmental access services as defined by the Federal Communications Commission and the New York State Public Service Commission (“PEG Services”) on a cable system pursuant to the various franchise agreements between the municipalities and Time Warner Cable and/or its predecessor in interest, TCI of New York, and

WHEREAS, the Five Municipal Partners heretofore established a commission that established the aforementioned PANDA, a not-for-profit corporation with IRS 501(c)(3) status on or about March 23, 1995, for the specific purpose, among others to implement and effectuate objectives of the corporation as they relate to PEG Services and to administer and manage the

local public access channel(s) made available to PANDA and the use of the facilities, equipment, supplies, services, and other support also made available for programming purposes, and

WHEREAS, the purpose of this agreement is to establish the goals and objectives of the Five Municipal Partners and to establish the appropriate agreement for the provision of services by PANDA on behalf of the Five Municipal Partners, and

WHEREAS, this Agreement is intended to amend and restate in its entirety the Intermunicipal Cooperation Agreement dated as of April 26, 2006 executed by the Five Municipal Partners, , and

WHEREAS, each of the Five Municipal Partners desires to provide PEG services of interest to its residents, and

WHEREAS, the Five Municipal Partners believe that the interests of their residents would be best served by a joint agreement among themselves and a joint service agreement with PANDA through which residents can potentially produce and broadcast recorded and live public access programming that would be of interest to their communities, and

WHEREAS, the Five Municipal Partners are each, individually, parties to franchise agreements with Time Warner Cable (hereinafter, “Grantee”) pursuant to which Time Warner Cable may have agreed, among other things, to provide certain equipment, training, and staffing regarding operation of the equipment, and a Public, Educational, and Governmental access channel (the “PEG channel”) to broadcast recorded and live programming, and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, each of the Five Municipal Partners hereto is empowered to contract and cooperate with other counties,

municipalities, public agencies, or political subdivisions of its own state, or with other states, for the joint exercise and performance of certain powers, and now

THEREFORE in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1.0 Definitions. For the purposes of this Agreement (including the recitals), the following words, terms, phrases, and their derivations shall have the meaning given in this section.

1.01 Access. Access shall include the use of facilities, equipment, and public, educational, and governmental channels as provided by the Grantee pursuant to the Franchise Agreements with each of the Five Municipal Partners and Public Service Commission (PSC) Rules and Regulations (which channels are identified on Exhibit 1 attached hereto).

1.02. Franchise Agreement. Franchise Agreement shall mean collectively the agreements dated:

1.02-A. Franchise Agreement between TCI of New York and the Village of Tivoli, dated November 19, 1990, and any amendments or extensions thereto;

1.02-B. Franchise Agreement between TCI of New York and the Town of Red Hook, dated March 6, 1991, and any amendments or extensions thereto;

1.02-C. Franchise Agreement between TCI of New York and the Village of Red Hook, dated October 8, 1991, and any amendments or extensions thereto;

1.02-D. Franchise Agreement between TCI of New York and the Village of Rhinebeck, dated October 8, 1992, and any amendments or extensions thereto; and

1.02-E. Franchise Agreement between TCI of New York and the Town of Rhinebeck, dated January 1, 1993, and any amendments or extensions thereto.

1.03. Corporation. Corporation shall mean Public Access Northern Dutchess Area, Inc. (hereinafter “PANDA”) and its lawful successors and assigns.

1.04. Franchise. Franchise shall mean the rights and obligations extended by the Five Municipal Partners as authorized by the New York State Public Service Commission to the Grantee to own, operate, and maintain a cable communication system under the Franchise Agreements set forth in Section 1.02.

1.05. Franchise Area. Franchise Area shall mean the Town of Red Hook, the Town of Rhinebeck, the Village of Red Hook, the Village of Rhinebeck, and the Village of Tivoli.

1.06. Grantee. Grantee shall mean the current holder of the Franchise given by each of the Five Municipal Partners under its respective Franchise Agreement, and the current holder’s lawful successors and assigns.

1.07. Five Municipal Partners. Five Municipal Partners shall mean the Town of Red Hook, the Town of Rhinebeck, the Village of Red Hook, the Village of Rhinebeck, and the Village of Tivoli.

2.0 Performance of PEG Services. The parties acknowledge and agree that PANDA shall perform the PEG Services on behalf of the Five Municipal Partners in a manner consistent with the purposes and authority of PANDA as specified in its Certificate of Incorporation and its IRS 501(c)(3) status. Without limiting the generality of the Certificate of Incorporation, the provisions of which are hereby incorporated by reference, PANDA shall perform the following services on behalf of the Five Municipal Partners.

2.01. Marketing and Promotion. The parties acknowledge that the success of any public access operation depends largely on awareness by potential users of the availability of PEG Services. To increase such awareness among residents of the Franchise Area, PANDA shall, every two years, develop a written plan for marketing and promoting the availability of PEG Services during the following calendar years.

2.02. Facilities and Equipment. The parties acknowledge that PANDA has a lease to operate out of 6 Montgomery Street, Tivoli, New York, 12583, and owns the equipment for the benefit of the Five Municipal Partners currently being used to provide PEG Services and that the Grantee's obligations with respect to these facilities and equipment is to ensure maximum access thereto and are set forth in the Franchise Agreements identified in Section 1.02. PANDA shall use reasonable efforts to encourage the use of these facilities and equipment when providing PEG Services. PANDA and the Five Municipal Partners shall use reasonable efforts to ensure that the Grantee fulfills its obligations under the Franchise Agreements to provide, maintain, repair, and replace such facilities and equipment, and to directly provide staffing. PANDA currently owns the equipment as itemized as inventory on Exhibit 2. PANDA will maintain a current inventory and a system of inventory control, and will provide to each municipality an updated inventory with its annual report. Each of the Five Municipal Partners shall be deemed to own the satellite equipment, if any, located in their respective Town or Village Halls. Any change in the location of PANDA's studio and equipment shall be on notice to the Five Municipal Partners.

2.03. Training. The parties acknowledge that PANDA is obligated to provide training to interested users of PEG Services. An interested user must be a legal resident of one of the

Franchise Areas. PANDA shall use reasonable efforts to promote and facilitate the training of such interested users. PANDA will maintain a policy governing training procedures.

2.04. Certification of Users. PANDA will maintain procedures by which users of access facilities and equipment are certified as trained users of the facilities and equipment prior to the first annual meeting set forth in Section 5.

2.05. Access Channels. The PANDA channel lineup currently includes the following access channels:

Public Access	23
Governmental Access	23
Educational Access.	23

Access channel location may change and additional access channels may be activated pursuant to the Franchise Agreements or other means.

2.06. Other Access Organizations. To increase its awareness of developments in the PEG access arena and to enhance its ability to perform its duties hereunder, PANDA shall stay informed of industry changes, advancements, and opportunities.

2.07. Record Monthly Municipal Meetings. PANDA shall record one regularly scheduled monthly voting meeting of each of the Five Municipal Partners and air or broadcast on line such recording a minimum of two times per month with the first airing to take place within seven (7) days after the meeting date. Any additional meetings will be recorded at the request of the Municipality by PANDA on ten (10) days notice at the sole expense of that Municipality based upon a fee schedule to be developed by PANDA. PANDA shall keep a library of recordings of each meeting for a minimum period of at least one year and provide a copy of each

meeting on DVD to each Municipality of its own meetings upon request of the Municipality. Copies of the recordings shall be made available to the public upon the payment of the reasonable and actual copying costs. PANDA shall use commercially reasonable efforts to keep and maintain the DVDs as required, or for such longer periods of time at the discretion of PANDA, and then shall provide written notice (certified mail, return receipt requested) to the clerk of the respective Municipality giving no less than thirty (30) days notice of intent to destroy any accumulated DVDs and giving the Municipality the option to acquire the DVDs at no charge. PANDA also recognizes and agrees that whether the party recording a meeting or other event as specified herein is an employee of PANDA, a volunteer, or independent contractor that the work is considered a work for hire under U.S. Code Title 17 and that the work is to be considered in the public domain and that the employee, volunteer, or independent contractor are required to execute the Release set forth as Exhibit 3.

2.08. Programming. PANDA shall provide programming or the opportunity for programming 24 hours a day, 7 days a week.

2.09. Insurance. PANDA shall maintain insurance policies necessary for the operation of the Studio (including liability, property, errors and omissions, and intentional torts) in face amounts no less than the following:

- a. Public liability insurance covering persons and property with limits of not less than One Million Dollars (\$1,000,000) per person, not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, and not less than Fifty Thousand Dollars (\$50,000) aggregate in any one policy year against property damage.

- b. Broadcaster's liability insurance in an amount of not less than One Million Dollars (\$1,000,000).
- c. Worker's compensation and disability in compliance with the laws of the State of New York.
- d. Officers and Directors liability insurance in an amount of not less than One Million Dollars (\$1,000,000) or evidence satisfactory to the applicable Municipality that the directors and officers are covered by the insurance of the Municipality appointing said Director. All insurance shall be written on an occurrence basis with no deductible to exceed Five Thousand Dollars (\$5,000).
- e. Property and casualty insurance with respect to owned and leased property and equipment, to the extent commercially available at a reasonable cost.

Premiums for such insurance policies shall be paid by PANDA. PANDA shall cause the Five Municipal Partners to be named as additional insureds on its liability and property insurance policies.

2.10. Shared air-time, equipment, and facilities. The parties shall cooperate in sharing the PANDA broadcast air-time, equipment, and facilities. None of the Five Municipal Partners shall be granted preferential treatment for any reason including but not limited to the allocation of capital costs. PANDA shall be responsible for scheduling related to use of the Studio, other facilities, equipment, and broadcast air-time among the Five Municipal Partners. PANDA shall develop and implement all required policies. PANDA shall implement all policies required by this Agreement, including but not limited to:

- a. public access;

- b. educational access;
- c. governmental access;
- d. scroll and notice; and
- e. scheduling of studio facilities, equipment, and broadcast air-time.

3.0 Operating Grant for PANDA. The parties acknowledge and agree that as consideration for performing the Five Municipal Partners access functions, the Five Municipal Partners shall, during the term of this Agreement, provide an operating grant to PANDA for each two-year period as prorated based upon each Municipality's pro rata share of total subscribers to the Grantee as provided in Section 3.02.

3.01 Biannual Budget of PANDA. PANDA shall, on or before May 1, 2011, submit to the Five Municipal Partners an application for an operating grant for the following two calendar years. In submitting this application, PANDA shall allocate proposed amounts to expense categories (for example, marketing, staff salary, and so on). The line-item operating grant total, including the allocations to expense categories, shall be subject to the approval of each Municipal Board of the Five Municipal Partners. Each of the Five Municipal Partners shall be required to confirm their approval by majority vote by September 1, 2011. If any Board votes against the budget, the Five Municipal Partners agree to arrange as soon as practical a joint meeting to attempt to resolve any problems that may arise as it pertains to the budget.

3.02 Funding. All parties recognize that PANDA's operating costs are funded by each of the Five Municipal Partners as set forth in Section 3.0. The Five Municipal Partners' pro rata shares shall be based upon the percentage of subscribers in each Municipality as compared to the total subscribers for all the Five Municipal Partners combined. The current pro-rata shares for

each Municipality are set forth in Exhibit 4 annexed hereto, which Exhibit may be updated from time to time based on information provided to PANDA by the Five Municipal Partners, as determined by the reports filed by the Grantee with the Public Service Commission. Each party recognizes that the operating grants are necessary for ongoing PANDA operations and, therefore, all agree that the Towns shall make their contributions to PANDA on or before February 28 of each year and the Villages shall make their contributions on or before June 30 of each year. Each Municipality agrees to attempt to secure additional funding for capital costs from Grantee and to include capital cost considerations during their franchise renewal negotiations. In the event of withdrawal of a Municipality pursuant to Section 6.01, the remaining Municipalities should contribute their pro-rata share for the approved budget based upon the original dollar share approved for that year, PANDA shall be required to present an updated budget for approval of the remaining Municipalities for the subsequent year based on the same formula as noted above, and PANDA may approve an updated budget with an increased contribution only upon approval by each of the remaining Municipalities. A withdrawing Municipality shall have no rights to any capital studio equipment including portable equipment acquired by PANDA on behalf of the Five Municipal Partners.

3.03 Working Capital. PANDA shall be responsible for its budget. In the event annual Working Capital is insufficient to cover operating costs, promptly after receipt of notice from PANDA advising of the shortfall in Working Capital, and the amount thereof, the Town or Village Boards of each of the Five Municipal Partners shall meet to determine the manner in which to eliminate the shortfall, including but not limited to the reduction of services provided that additional capital is not appropriated by the municipalities.

4. Annual and Quarterly Reports of PANDA. PANDA shall prepare and file with the Five Municipal Partners an annual report. In addition to its annual report, PANDA shall prepare and submit to the Five Municipal Partners within thirty (30) days after the end of each quarter (with the exception of the fourth quarter that will be part of the annual report) during each calendar year a report summarizing (a) the current financial status of PANDA, including profit/loss statements, budget vs. actual and balance sheets, and (b) the activities of PANDA during the quarter, including promotional and marketing activities, training, and public use; and (c) such other information as one of the Five Municipal Partners or PANDA may from time to time request for the purposes of fulfilling the terms and intent of this Agreement. The PANDA books and records shall be subject to audit by any of the Five Municipal Partners and by the New York State Comptroller, and in such event PANDA shall provide all necessary documentation and cooperate in such audit. PANDA shall file all tax returns and other returns or reports required by state and federal law. PANDA shall also be responsible for filing IRS Form 990 prior to May 15th for each previous taxable year. All books and records shall be kept in the custody of PANDA or, at PANDA's option, one of the Five Municipal Partners, at a location within the service area, and the custodian of the records shall be identified at all times in a schedule on file with the Town Clerk or Village Clerk of each Municipality.

5.0 Annual Joint Meeting and Workshops. Each alternate calendar year within seven (7) days of the date PANDA files its proposed budget with the Five Municipal Partners, PANDA shall schedule a meeting during the month of May with the Five Municipal Partners or representatives of the Five Municipal Partners to discuss PANDA's biannual report and budget for the next two years to exchange information, ideas, and suggestions for the continuing

improvement of PEG Services for Franchise Area residents. For the avoidance of doubt, the budgets for calendar years 2012 and 2013 will be established in May 2011, budgets for calendar years 2014 and 2015 will be established in May 2013. Budgets for calendar years 2016 and beyond may be established in the same manner to the extent the term of this Agreement is extended..

5.01 Workshops. In addition to the biannual budget meeting, PANDA and the Five Municipal Partners may, from time to time as mutually agreeable, conduct joint workshops or informational sessions in an effort to keep each party informed of general developments in the access arena. Any joint meeting shall be open to the public. Each Municipality shall be required to publicize notice of meetings in the same fashion required by each Municipality as it pertains to the Public Meetings Law. PANDA also shall place notice of such meetings on the “Scroll.” Such meeting shall be open to the public.

6.0 Term of Agreement. The Agreement shall remain in effect until April 30, 2016. This Agreement may be extended for additional periods by written agreement of the parties upon approval of their respective governing boards.

6.01. Termination. Any Municipality may withdraw from this agreement on ninety (90) days prior notice effective the end of each calendar year provided notice has been given to PANDA and the remaining Municipalities prior to October 1st. The studio equipment, if any, facility equipment and portable equipment shall remain owned by PANDA for the benefit of the remaining municipalities. This Agreement is intended to survive such withdrawal as to the remaining Municipalities, provided that if more than one of the Five Municipal Partners

withdraws, the remaining Municipalities shall have the option to terminate this Agreement at any time upon thirty (30) days' notice to PANDA and the remaining Municipalities.

7. Appointments. In accordance with the Certificate of Incorporation and By-Laws of PANDA, the Municipalities agree to make appointments of an official representative and alternate to the PANDA board and that no such appointments shall be of an elected official or employee of the Five Municipal Partners.

8. No Assignment. None of the parties shall transfer nor assign this Agreement or the party's interest therein without the express written consent of the other parties hereto.

9. Amendments. This Agreement may be amended only by a writing executed by all of the parties hereto.

10. Excuse of Performance. No party shall be responsible for a delay in the performance of its duties hereunder resulting from an event beyond the party's control including, without limitation, governmental regulation or conduct of the Grantee.

11. Severability. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions shall remain in full force and effect as if the unenforceable provision(s) was not contained herein.

12. Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by all parties to be charged with waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or different nature, unless expressly so stated in writing.

13. Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New York applicable to contracts to be performed

entirely within that State. Any dispute in any way related to the subject matter of this Agreement shall be litigated exclusively within Dutchess County, New York, or as to any federal matter, in White Plains, New York. Should any clause, section, or part of this Agreement be held or declared to be void or illegal for any reason, all other clauses, sections or part of this Agreement that can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.

14. Captions. The headings, captions or titles, or paragraphs under sections or subsections of this Agreement are for convenience and reference only and do not in any way modify, interpret, or construe the intent of the parties or affect any of the provisions of this Agreement.

15. Joint Draftsmanship. The preparation of this Agreement has been a joint effort of the Five Municipal Partners and PANDA, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16. Authorization. Each of the Mayors and Supervisors executing this Agreement on behalf of their respective municipalities has been authorized to do so by his or her respective Boards. This Agreement has been duly authorized and executed by the authorized officer(s) of PANDA in accordance with its organizational documents and the approval of its governing board.

17. Survivorship. Any obligation incurred under this Agreement which has not been satisfied shall survive the term of this Agreement or withdrawal of a party, in each case until such obligation is satisfied.

18. Counterparts. This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original and each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date and year first above written.

Town of Red Hook

By: _____
Sue T. Crane, Supervisor

Town of Rhinebeck

By: _____
Tom Traudt, Supervisor

Village of Red Hook

By: _____
Ed Blundell, Mayor

Village of Rhinebeck

By: _____
James O. Reardon, Mayor

Village of Tivoli

By: _____
Brian Cranna, Mayor

Public Access Northern Dutchess Area, Inc.

By: _____
Kathleen Hammer, President

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Sue T. Crane, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Traudt, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Ed Blundell, Mayor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared James O. Reardon, Mayor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Cranna, Mayor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
)ss.:

County of Dutchess)

On the _____ day of _____ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Kathleen Hammer, President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EXHIBIT 1

PANDA - Access channel lineup currently includes the following access channels:

Public Access	23
Governmental Access	23
Educational Access	23

EXHIBIT 2

PANDA Inventory March 2011

Video Monitor 13" Panasonic CT-1386VYD, LB82600425 Unknown Rack
Modulator Scientific Allan!; 6350 59625 Unknown Rack
Audio Video Switcher Sigma ElectroniSAV-210 9980002 Unknown Rack
Mini-T-Pro Controller Leightronix Mini-T-Pro Unknown Rack
AM-FM Rec 1 Amp Kenwood KR55R 66K80639 Unknown Rack
VCR Desktop Editor Panasonic AG-5710P H8TCOO032 Unknown Rack
VCR Desktop Editor Panasonic AG-5710P 18TC00192 Unknown Rack
VCR Desktop Editor Panasonic AG1970P B4TC00122 Unknown Rack
VCR Desktop Editor Panasonic AG1970P B4TC00115 Unknown Rack
VCR-VHS JVC HR-J692U 119A1828 Unknown Rack 2005
VCR-VHS JVC HR-J692U 119A1748 Unknown Rack 2005
Character Generator Video Data Sys. Unknown Rack
N Digital Voice Sampler Yamaha VSS100 25732 Unknown Editing Area
H Mixer 14 Channel Mackie 1402VLZ AC86659 Unknown Editing Area
HPO Video Monitor 8.5" Panasonic AC12060HZ KA1511934 Unknown Editing Area
H Video Monitor 8.5" Panasonic AC12060HZ KA1433102 Unknown Editing Area
OJ Video Monitor 13" Panasonic Unknown Editing Area
VCR Desktop Editor Panasonic AG-5710P H8TCOOO08 Unknown Editing Area
VCR Desktop Editor Panasonic AG-5710P H8TCOO075 Unknown Editing Area
Video Monitor 13" Panasonic Unknown Editing Area
Video Monitor 13" Panasonic Unknown Editing Area
Video Monitor 13" Panasonic Unknown Editing Area
Microphone - Lapel Panasonic WM-1610 Unknown Editing Area
Microphone Boundary Radio Shack 08A01 Battery cover brc Editing Area
Microphone Shure SM57 Unknown Editing Area
Microphone - Boundary Shure MX393/C Unknown Editing Area

Wireless Mic Xmitter Audio-Technica Pro 88WIT 804010514 Unknown Editing Area
Wireless Mic Receiver Audio-Technica Pro 88W/R 804010514 Unknown Editing Area
Tape Rewinder StarQuest VR-656 98076452 Unknown Editing Area
VCR-VHS Panasonic AG2560P J8KN00302 Unknown Editing Area
CD Player Yamaha CDC-506 5374512VX Unknown Editing Area
CD Player Portable Sony Discman 582633 Unknown Editing Area
Digital AV Mixer Panasonic WJ-MX20 Unknown Editing Area
DYNAIR DA-1510-A Unknown Editing Area
Editing Controller Panasonic AG-571P E8A0042QT Unknown Editing Area
CharacterGenerator KB Panasonic WJ-KB50 88Z11507 Unknown Editing Area
Video Monitor 13" Panasonic CT-1383Y MB41380586 Unknown Editing Area (on the floor)
Character Generator KB Video Data Sys RT-8231C C0930020 Unknown Editing Area
Head Phones Sony Editing Area
Fax Machine TandyFax Unknown Office
Telephone Answering Lucent Unknown Office
Telephone Switch Command ComSwitch 550 Unknown Office
LCD Monitor 15" Vision FV151 AAX4A3/G00706 Unknown Office 2004
Computer eMachines T2798 GAV4430011921 Like new Office 2004
eMachines Monitor e-machines Like new Office 2004
Computer Printer HP DeskJet 842C Unknown Office
SVHS Camera Beast Panasonic AG-456 H8HB00799 Unknown Studio
Camera Eye Piece Panasonic H8SA00784 Unknown Studio
SVHS Camera Beast Panasonic AG-456UP H8HB00884 Unknown Studio
Camera Power Supply Panasonic AG-B6-K C400195YD Unknown Studio
Camera Power Supply Panasonic AG-B6HP B900386YD Unknown Studio
Camera Power Supply Panasonic AG-B6HP H301003YD Unknown Studio
SVHS Camera Beast Panasonic AG-195MP C4HB00377 Unknown Studio
Microphone Shure SM57 Unknown Studio
Tripod Bogen Manfrotto 3046 Unknown Studio

Tripod Head Bogen Manfrotto 3063 Unknown Studio
Tripod Head Bogen Manfrotto 3063 Unknown Studio
Tripod Bogen Manfrotto 3046 Unknown Studio
Tripod Sunpak Platinum Plus Like New Studio 2005
Video Camera Hi8 Samsung SCL906 V3836VJXA60268 Like New Studio 2005
4 Mike Stand Unknown Studio
Light Fixture Fluo-Tec 250 Unknown Studio
Light Fixture Fluo-Tec 250 Unknown Studio (on the floor)
Camera Power Supply Panasonic AG-B6-K P 00221YD Unknown Studio
Microphone - Boundary Shure MX393/C Unknown Studio
SVHS Camera Bcast Panasonic AG195 F5HB00493 Marked broken Storage
Cassette Player/Recorder TASCAM Porta One 150615 Unknown Storage
Unknown unit RCA V231GC 020021X122 Unknown Storage
Audio Limiter - Dual MXR Innovator 136 36-001737 Unknown Storage
FM Demodulator CATEL CA 2100 207972 Unknown Storage
TV Demodulator CATEL 0-850 1800740 Unknown Storage
Microphone - Boundary wic, Shure MX393/C Unknown Storage
Microphone - Boundary wic: Shure MX393/C Unknown Storage
2 Microphone Case Shure MX393/C No microphone Storage
1 Microphone Case Shure No microphone Storage

EXHIBIT 3

MEMORANDUM OF UNDERSTANDING

This Agreement is between Public Access Northern Dutchess Area, Inc., (PANDA), a not-for-profit corporation located at 6 Montgomery Street, Tivoli, New York 12583 and

_____, (Operator) an individual residing at

_____.

PANDA wishes to record certain events and Operator is willing to record these events for PANDA.

Description of event/function, etc. to be recorded (time/place/event): _____

Operator agrees that this recording is to be regarded as a “work for hire” whether Operator is paid or volunteers or otherwise.

Operator acknowledges s/he is providing services under PANDA’s insistence, direction, expense and control to produce audiovisual works specifically ordered and commissioned as part of its overall collective works in the public interest.

As such, Operator especially agrees with PANDA that his/her services and production are works made for hire under §101 of Title XVII, U.S.C.

By agreeing and signing these agreement, Operator accepts that whether he/she is an employee or an independent contractor, paid or volunteer, PANDA shall be the owner, possessor, and custodian of all original and copied audiovisual works.

The purpose of this Agreement is to establish that PANDA is owner of any federal, state or other copyright or other intellectual property rights to Operator's production and Operator hereby waives any claims to this product whatsoever.

PANDA, in keeping with its purposes, intends to make all of its productions freely available to the public so that this and any other of its productions shall be in this public domain free of any restrictions as to use.

Operator's receipt of pay (if any) and completion of services constitutes full and complete payment with PANDA's obligation to her/him and no rights to her/his production shall have been created in Operator by a result of these services.

Operator, and her/his heirs and assigns, grants PANDA whatever rights it needs to obtain copyright, etc., in its sole name, and to extend and renew these rights wherever and whenever it can, now and in the future.

PANDA may exercise its copyrights commercially, in the public interest, or even place all or certain productions to the public domain at its sole discretion.

Operator shall neither claim any rights in these products nor interfere with PANDA's assertion or perfection of exclusive rights in them. Operator, in fact, agrees to assist PANDA in any way necessary to perfect its rights in these products now and in the future.

Intending to be legally bound, the parties sign on this _____ day of _____, 20____.

PANDA

By: _____
(Name/Title)

OPERATOR

By: _____
(Name/Title)

EXHIBIT 4

CABLE DATA 2010

	Subscribers	Percentage	Municipality Share
Red Hook Town			
Rhinebeck Town			
Red Hook Village			
Rhinebeck Village			
Tivoli Village			
Total			

CABLE DATA 2003

	Subscribers*	Percentage	Municipality Share
Red Hook Town	1,314	20.5189%	\$14,003.69
Rhinebeck Town	949	28.4108%	\$10,113.77
Red Hook Village	800	17.2972%	\$ 8,525.84
Rhinebeck Village	1,128	24.3892%	\$12,021.43
Tivoli Village	434	9.38378%	\$ 4,625.27
Total	4,625	100.00%	\$49,290.00**

* Number of Subscribers is based on information supplied by Time Warner in 2003.

** 2003 PANDA Budget of \$49,290 divided by 4,625 subscribers = \$10.6573 per subscriber.

Corrected Copy 8/5/03