

Re: LMCMedia

From Thomas A. Murphy <tmurphy@vomny.org>

Date Tue 2/7/2023 7:40 AM

To Eney, Jaine Elkind <Supervisor@townofmamaroneckny.org>

Cc Mayor and Board <MayorandBoard@vomny.org>

I am cc'ing my Board. Their email address is above feel free to contact them at any time.

As you point out there is much to work out and many ways to get there but what I think is important is an iron clad commitment to the future survival of community television.

The Board of Control was that community wide expression of an ideal of public engagement and expression which came to fruition and was nurtured by the three communities.

I see the Town's plan as a business proposal which is devoid of the history of BOC's purpose or recognizing and appreciating the amazing asset that LMC has become.

But any further discussion needs to wait until my Board can discuss the Towns proposal.

Please feel free to share this with your Board also. I do wish we could have met as two governing bodies and had a public discussion of this critical matter between the two surviving BOC members.

Respectfully,

Tom Murphy

Mayor, Village of Mamaroneck

He/His/Him

On Feb 6, 2023, at 1:51 PM, Eney, Jaine Elkind
<Supervisor@townofmamaroneckny.org> wrote:

Dear Tom:

Thank you for sharing the Town Board memo with your Board. The memo was meant as an opening to begin discussion on how both our communities can best work together to share services from LMC-Media. Larchmont's withdrawal from the BOC agreement has made it clear that the relationship between the Town and the Village when it comes to LMC-Media needs to be updated. For example, the agreement was written when there were three member

communities and, as a result, does not provide any framework for how to operate in the event of a tie vote now that there are only two participants. We feel that an IMA will provide the most streamlined mechanism to continue our joint services from LMC-Media. Obviously, there are issues to be worked out, but I am confident that we can all come to a mutually agreeable solution. I hope you will share this email with you Board, as well.

Best,
Jaine

Jaine Elkind Eney
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From: Thomas A. Murphy <tmurphy@vomny.org>
Sent: Friday, February 3, 2023 5:30 PM
To: Eney, Jaine Elkind <Supervisor@TownofMamaroneckNY.org>
Subject: Re: LMCMedia

Jaine,

I will present this to my Board but I don't think your Board completely understands the function or the utility of the Board of Control. The work of supporting LMC would become more cumbersome, not less, under the Town's proposal. Some parts of the Town's plan seem superfluous and redundant if we are no longer in the BOC.

Bear in mind that there is a current agreement in effect between us and if the Town wishes to leave that agreement I would think it requires a one year notice just like Larchmont was compelled to do. But that is for the lawyers to decide.

I will let you know what my Board says. Stay warm and have a good weekend.

Respectfully,

Tom Murphy

Mayor, Village of Mamaroneck

He/His/Him

On Feb 3, 2023, at 5:18 PM, Eney, Jaine Elkind
<Supervisor@townofmamaroneckny.org> wrote:

Dear Tom:

You have asked me to outline the Town Board's proposal regarding the Town's and the Village's relationship with respect to both franchisees and LMCMedia's services:

1. We do not believe that there is a need any longer for the Board of

Control. It is an extra layer of government, with no apparent benefit, but with additional costs.

2. The TOM and the VOM have jointly hired counsel to negotiate with the cable companies. We should continue to do so. There will be separate identical agreements for each municipality and each franchisee (or in the alternative, the municipalities could jointly enter into two agreements, one with each franchisee) with the franchise fees and PEG money paid directly to each municipality.

3. The TOM and the VOM will enter into an IMA that will describe our relative rights and responsibilities (including financial responsibilities) with respect to LMCMedia.

(a) We propose a 5-yr term that is cancellable by either municipality on one-year's notice to the other municipality. The notice would be effective on the last day of a calendar month. There would also be a provision for extending the agreement, if both parties wish to do so.

(b) We would determine what services are included without additional charge to the municipality (basic package), and which services each municipality would pay for (enhanced services)

(c) The basic package would include the regular meetings of the Town Board and the Village Board of Trustees.

(d) The enhanced services would include worksessions and meetings of commissions, authorities or boards other than regular meetings of the Town Board and the Village Board of Trustees; promotional videos; events, etc. Each municipality would pay for the enhanced services at a stated rate.

(e) The agreement will provide a mechanism for the municipalities to determine the level of funding for the services that LMCMedia provides, and each municipality's prorata share, based on the number of subscribers in each municipality.

We look forward to working together to reach a satisfactory arrangement for all parties.

Best,
Jaine

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