

## MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding, when signed by the respective parties, will evidence the understanding that Larchmont Mamaroneck Community Television Inc., also known as LMC Media, is a not-for-profit corporation that has historically received franchise fees and Public, Educational, and Governmental (“PEG”) funds from the Town of Mamaroneck, Village of Mamaroneck and Village of Larchmont (the “municipalities”), and formerly from the Tri-Municipal Cable Television Board of Control. Upon the dissolution of Tri-Municipal Cable Television Board of Control, the municipalities started to make payments to LMC Media. However, Town of Mamaroneck and Village of Larchmont reached written agreements with LMC Media, while the Village of Mamaroneck did not as of April of 2026 and prior to the execution of this instrument.

2. Since the Tri-Municipal Cable Television Board of Control was dissolved in mid-2023, the Village of Mamaroneck continued to support LMC at levels that significantly exceeded the Village’s portion of the previous funding levels under the Tri-Municipal Cable Television Board of Control. From November 2023 through February 26, 2026, the Village sent to LMC \$848,302, inclusive of a payment made by the Town of Mamaroneck directly to LMC in the amount of \$19,233 on behalf of the Village. The remaining \$89,989.58 represents the fourth quarter of calendar year 2025 franchise fee revenue that had been received by the Village but had not yet been distributed prior to this instrument’s execution. The Village of Mamaroneck has withheld this payment as the Village of Mamaroneck has been advised that no payment can be made without a contract authorizing the same.

3. In addition, the Village of Mamaroneck provided PEG Funds from 2020 through 2023 in the amount of \$218,070.00. In fiscal year 2023-2024, \$413,493.77 was disbursed for the

studio on Mamaroneck Avenue. Separate from franchise fee payments, LMC has billed the Village for additional services, including event production, video editing, and video creation services in the amount of \$23,933.17 since mid-2023.

4. The total amount paid to LMC since mid-2023 is \$1,266,497.00.

5. Upon the execution of this instrument, Village of Mamaroneck will release fourth quarter calendar year 2025 franchise fee revenue, first quarter of calendar year 2026 franchise fee revenue, and a prorated portion of franchise fee revenue received covering the second quarter of calendar year 2026 received by the Village of Mamaroneck that has not yet been distributed to LMC Media, for services performed by LMC Media for the Village of Mamaroneck covering the fourth quarter of calendar year 2025, the first quarter of calendar year 2026, and the second quarter of calendar year 2026. LMC Media's retention of these funds is contingent upon LMC Media and the Village of Mamaroneck reaching a written agreement on or before June 1, 2026, covering agreed upon services performed by LMC Media for the Village of Mamaroneck for the third and fourth calendar year quarters of 2026 as well as Village of Mamaroneck fiscal year 2026-2027, and agreed upon payments made to LMC Media by Village of Mamaroneck for the aforementioned services.

**Village of Mamaroneck**

**Larchmont Mamaroneck Community Television Inc.**

\_\_\_\_\_  
Kathleen Gill  
Village Manager

\_\_\_\_\_  
Member of LMC Board Executive Committee

April \_\_\_\_, 2026

April \_\_\_\_, 2026