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PUBLIC SERVICE  
COMMISSION  
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**CABLEVISION**

June 20, 2003

2003 JUN 23 AM 10:30

Ms. Janet H. Deixler, Secretary  
New York State  
Public Service Commission  
Agency Building Three  
Empire State Plaza  
Albany, New York 12223

Re: Application for Waiver Pursuant to Part 590.3 and 590.22, Subtitle R of the regulations promulgated by the New York State Public Service Commission

Dear Ms. Deixler:

Pursuant to Part 590.3 and 590.22, Subtitle R of the regulations promulgated by the New York State Public Service Commission ("Commission"), Cablevision Systems Westchester Corporation ("Cablevision") hereby submits this request for a waiver of Part 595.1(o) of the Commission's Rules. On June 10, 2003, Cablevision submitted an application for renewal of the Certificate of Confirmation for the cable franchise in the Town of Mount Kisco ("Town"), Westchester County, New York. The application was submitted for confirmation of a nonexclusive cable franchise agreement executed between the parties on August 22, 2002 ("Franchise"). A copy of the application, which includes a copy of the Franchise, is attached hereto as Exhibit I.

Part 595.1 of the Commission's regulations set forth required contents of franchises. Among the required terms, Part 595.1(o) obligates cable operators and municipalities to include in franchise agreements a provision stating

- (1) whether a franchise fee shall be payable by the franchisee to the municipality; and, if applicable,
- (2) the precise amount or method of calculation of such franchise fee which, if expressed as a percentage of the franchisee's revenues, shall be expressed as a percentage of the franchisee's gross revenues derived from the operation of the cable system within such municipality. *A municipality may elect to approve certain exclusions from said revenue base, provided that the resultant revenue base shall not be less than revenues received by the franchisee directly from subscribers for any cable services purchased by subscribers on a regular, recurring monthly basis* (emphasis added).

Under the terms of the Franchise, the franchise fee is expressed as a percentage of certain revenues of Cablevision. As provided in Section 18.1 of the Franchise, the Town does not currently receive a franchise fee. Cablevision has agreed, however, upon notice from the Town to pay the Town a franchise fee of up to five percent (5%) of "Gross Receipts".<sup>1</sup> Specifically

<sup>1</sup> Section 1.9 defines "Gross Receipts" as follows: "The total annual subscription payments (including payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers

excluded from the definition of "Gross Receipts" are monies collected from franchise fees, received by Cablevision from subscribers within the Town.

The Franchise included an exclusion of franchise fees, based upon recent case law that classified such payments as revenue. In the mid-1990's, the question of whether the amount paid as a franchise fee constitutes "revenue" for purposes of calculating the franchise fee was the subject of considerable debate. In 1995 the Federal Communications Commission held that such amount was not revenue, and that the imposition of a 5% franchise fee on the franchise fee itself, would violate the federal statutory limit on franchise fees.<sup>2</sup> In an appeal of the FCC order, the United States Court of Appeals for the Fifth Circuit ruled that amounts collected as a franchise fee were indeed "gross revenue", and could therefore be included in the 5% fee without violating the statutory cap.<sup>3</sup> While the Fifth Circuit decision is not controlling in New York State, following the Court's decision, Cablevision acceded to local franchise authorities that the franchise fee could be included in the gross revenue of the Company.

Under federal law, cable operators are permitted to pass through to subscribers the amount of the total bill assessed as a franchise fee, and to identify the franchising authority to which the fee is paid.<sup>4</sup> Since customers ultimately pay these fees, the Commission's rules provide significant discretion in determining a) the amount of the franchise fee, up to the maximum five percent (5%) permitted under the law; and, b) exclusions from gross revenue from which the rate is applied. For example, in some communities in New York State, there is no franchise fee, while in other municipalities, the fee assessed is 5%, or somewhere in between. Similarly, in some instances cable operators and local franchising authorities negotiate to include the broadest possible range of receipts, while in other situations agreeing to a narrower definition results in exclusion of certain revenue categories.

Many factors, which vary significantly from one community to another, can impact the negotiation between cable operators and local franchising authorities as to the appropriate level of franchise fees. These decisions often include such things as the financial needs of the community; the willingness of local elected officials to impose additional pecuniary burdens on its citizenry; the policies of surrounding jurisdictions; the level of competition in the marketplace; and, the overall balancing of benefits and burdens contained in the agreement taken as a whole. Given these costs are ultimately borne by the customer, as a matter of public policy, local franchising authorities should be empowered to establish the individual needs in their respective communities.

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resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee", but not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, bad debt, refunds, *franchise fees*, or for access or local programming..." (emphasis added).

<sup>2</sup> Under 47 U.S.C. 542(b) "the franchise fees paid by a cable operator with respect to any cable system shall not exceed 5 percent of such cable operator's gross revenues derived in such period from the operation of the cable system to provide cable services..."

<sup>3</sup> *City of Dallas v. Federal Communications Commission*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997). "...all money collected from subscribers, including funds used to pay franchise fees, must be included in a cable operator's gross revenue."


<sup>4</sup> See 47 U.S.C. 542(c).

Since the franchise fee constitutes revenue, and cable operators are permitted to pass these costs onto subscribers, assessing a franchise fee on the franchise fee itself, results in an additional obligation on the subscriber. Where local franchising authorities opt to collect revenue net of the franchise fee, there is a corollary reduction in the subscriber pass through. Just as municipalities may decide to reduce the subscriber obligation by electing to receive less than the statutory maximum, so too should they be permitted to negotiate revenue exclusions, which result in a similar reduction in the customer contribution.

In several recent orders approving franchise renewals entered into between Cablevision (or one of its affiliates) and other local franchising authorities in the State, the Commission has found that exclusion of franchise fees from the gross revenue is inconsistent with Section 595.1(o).<sup>5</sup> In arriving at this conclusion, the Commission relies on the proviso in subparagraph (2) of Section 595.1(o), which conditions the approval of exclusions from gross revenue by limiting it to situations where the resultant revenue base is not be less than "revenues received by the franchisee directly from subscribers for any cable services purchased by subscribers on a regular, recurring monthly basis."

While it is Cablevision's view that franchise fees are not "cable services purchased by subscribers on a regular, recurring monthly basis" and therefore not limited by this proviso, irrespective of the Commission's contrary interpretation of the rule, it remains in the public interest for the agency to grant a waiver. Where both parties have entered a bilateral agreement, the result of which is to inure a benefit to Mount Kisco cable customers by reducing the cost of the service, the Commission should utilize its authority pursuant Part 590.22 of the agency's regulations.

Respectfully submitted,



Charles A. Forma, Esq.  
Senior Vice President, Law

Enclosures

cc: Town of Mount Kisco  
John A. Figliozzi, Deputy Chief, Municipal Assistance Section, NYSPSC  
Timothy J. Rooney, Jr., Area Vice President, Public Affairs, Cablevision

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<sup>5</sup> See, as examples, Case No. 97-V-1558 – Application of Cablevision Systems Long Island Corporation d/b/a Cablevision for approval of the renewal of its cable television franchise in the Village of Upper Brookville and Case No. 97-V-0935 – Application of Cablevision of Rockland/Ramapo, Inc. d/b/a Cablevision of Rockland/Ramapo, Inc.; Cablevision of the Hudson Valley; Cablevision for approval of the renewal of its cable television franchise for the Village of New Hempstead. Both orders issued and effective October 19, 2001: "Section 595.1(o) of our rules require that the revenue base not be less than the revenues received directly from subscribers for any cable services purchased on a regular, recurring monthly basis. Therefore, our approval will be expressly conditioned upon striking from the agreement 'for franchise fees'..."



June 10, 2003

Ms. Janet H. Deixler  
Secretary  
New York State Public  
Service Commission  
Cable Television Bureau  
Agency Building Three  
Empire State Plaza  
Albany, New York 12223

Re: Certificate of Confirmation  
Village/Town of Mount Kisco

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Dear Ms. Deixler:

This application is submitted by Cablevision Systems Westchester Corporation ("Cablevision"), successor-in-interest to A-R Cable Services-NY, Inc., 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, for a renewal of the Certificate of Confirmation for the cable television franchise in the Village/Town of Mount Kisco, New York ("Village/Town").

The Village/Town granted a cable television franchise to Cablevision by agreement dated March 24, 1992, which expired on October 8, 2002.

On April 26, 2002, Cablevision submitted an Application for Renewal of the Cable Television Franchise of the Village/Town of Mount Kisco to the Village/Town, a copy of which is annexed hereto and designated as Exhibit I.

On June 24, 2002, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal were held.

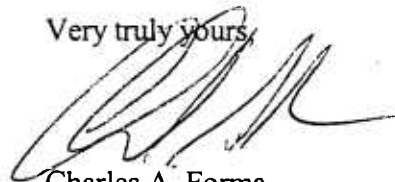
On July 8, 2002, the Village/Town Board of Trustees passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On August 22, 2002, the Village/Town executed a nonexclusive cable television franchise agreement with Cablevision within the geographical boundaries of the Village/Town, a copy of which agreement is annexed hereto as Exhibit IV.

New York State Public  
Service Commission  
June 10, 2003  
Page 2

Cablevision, pursuant to Section 821 of the New York State Executive Law and the Rules and Regulations thereunder now requests that the Commission confirm the franchise agreement. Cablevision intends to continue to engage in origination cablecasting and access cablecasting within the Village/Town. The operation of the Village/Town system has not been and will not be in violation of, or in any way inconsistent with, any federal or state law or regulation.

Under Section 821 of the New York State Executive Law, we now respectfully request Commission confirmation of the franchise agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'C. Forma', is written over the words 'Very truly yours,'.


Charles A. Forma  
Senior Vice President, Law

Enclosures

cc: Village/Town of Mount Kisco

PLUSSEA\COMMISSION\MOUNTKISCO

I, Charles A. Forma, Senior Vice President, Law hereby certify that I have this 10<sup>th</sup> day of June, 2003, sent by first class United States Mail postage prepaid a copy of the foregoing Application for Renewal of Certificate of Confirmation to the Village/Town Clerk, Village/Town Hall, 104 Main Street, Mt. Kisco, New York 10549.



Charles A. Forma

PLUSSEA\COMMISSION\MOUNTKISCO



April 26, 2002

Ms. Janet H. Deixler  
Secretary  
New York State Public  
Service Commission  
Cable Television Bureau  
Agency Building Three  
Empire State Plaza  
Albany, New York 12223-1350

Re: Town/Village of Mount Kisco  
Application for Renewal  
of Certificate of Confirmation

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Dear Ms. Deixler:

Cablevision Systems Westchester Corporation, 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, hereby submits an original and four (4) copies of its Form R-2 Application for Renewal of Franchise or Certificate of Confirmation in connection with its intention to renew its Franchise for the Town/Village of Mount Kisco.

A copy of this letter will be sent to the Village Clerk of the Town/Village of Mount Kisco.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Charles A. Forma", written over the words "Very truly yours,".

Charles A. Forma  
Senior Vice President, Law

Enclosure

cc: Town/Village of Mount Kisco

PLUSSEA\COMMISSION\R2LTR.REN\p 206

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Janet H. Deixler - Secretary  
NY State Public Srv. Commission  
Cable Television Bureau - Agency Bldg. 3  
Empire State Plaza  
Albany, NY 12223

2. Article Number (Copy from service label)

E 109 547 853

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent  
☐ AddressD. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☒ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

LOFRAN/01-11.353

Domestic Return Receipt

102595-99-M-17

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town Village of Mount Kisco  
104 Main St.  
Mount Kisco, NY 10549-  
0150

2. Article Number (Copy from service label)

E 109 547 854

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent  
☐ AddressD. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

LOFRAN/01-11.353

Domestic Return Receipt

102595-99-M-17



**APPLICATION FOR RENEWAL OF FRANCHISE  
OR CERTIFICATE OF CONFIRMATION  
(Form R-2)**

1. The exact legal name of applicant is:  
**Cablevision Systems Westchester Corporation: CSC Holdings, Inc.**
  
2. Applicant does business under the following name or names:  
  
**Cablevision  
Cablevision of Westchester**
  
3. Applicant's mailing address is:  
  
**Cablevision Government Relations  
6 Executive Plaza  
Yonkers, NY 10701**
  
4. Applicant's telephone number(s) is (are):  
  
**914-378-4531 or  
914-378-4530**
  
5. (a) This application is for the renewal of operating rights in the  
  
**Town/Village of Mt. Kisco**  
  
(b) Applicant serves the following additional municipalities  
from the same headend or from a different headend but  
in the same or adjacent county:  
  
**See Attachment "A"**

6. The number of subscribers in each of the municipalities noted above is: **See Attachment "A"**

(Primary residential connections  
(Secondary residential connections  
(Residential pay-cable subscriptions  
(Commercial connections  
(Other

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7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate):

**See Attachment "B" (off-air signals indicated by \*)**

8. Applicant does provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

**See Attachment "D"**

9. The current monthly rates for service in the municipality specified in Question 5(a) are: **See Attachment "C"**

(Primary connections  
(Secondary connections  
(Pay-cable subscriptions  
(Commercial connections  
(Other

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10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5(a)? **See Attachment "A"**  
In the municipalities specified in Question 5(b)? **See Attachment "A"**

11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:

**The system has been rebuilt to a 750MHz platform with node sizes of 500 homes or less and increased stand-by power capacity.**

**The call center employee base has been expanded to 136 employees in numerous locations, all serving the same customer base. An Aspect phone center was installed during the past year, whose most welcomed feature is a hot greet which tells about outage locations as well as the language routing cue to employees who speak Spanish or Russian, to name a few.**

**Routine service calls and installations are now done 7 days a week and the workday has been expanded to 7:30 am to 8:00 pm. The on-time guarantee lessens the pain of tardy installations with either a one-month credit or \$20, whichever is greater.**

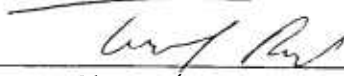
12. Indicate whether applicant has previously filed with the NYS Department of Public Service its:

(a) Current Statement of Assessment pursuant to Section 217, Chapter 83? ☒Yes    ☐No

(b) Current Annual Financial Report? ☒Yes    ☐No

If answer to any of above is negative, please explain:

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so describe below: No

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

Date \_\_\_\_\_

Please attach a copy of applicant's current annual performance test.

**Town of Mount Kisco R2  
Attachment A**

**Plant Information:**

	<b>Miles of Plant</b>	<b>New Miles</b>
Bedford	145.6	0.7
Mount Kisco	24.9	0.1
North Castle	113	0
Putnam Valley	102.8	0.3
Somers	136	0.11
Yorktown	220.4	0.58

**Subscriber Information:**

	<b>Primary</b>	<b>Secondary</b>	<b>Pay</b>	<b>Commercial</b>
Bedford	4303	2589	1454	42
Mount Kisco	3161	1500	1011	55
North Castle	1841	1296	738	14
Putnam Valley	2688	1257	1208	4
Somers	3609	1989	1693	25
Yorktown	10288	5604	4547	69

**Cablevision of Westchester/ Attachment B**

2	WCBS (2) New York (CBS)*	42	WE: Women's Entertainment
3	Fox Sports Net NY	43	WSAH (43) Bridgeport (IND)*
4	WNBC (4) New York (NBC)*	44	Bravo
5	WNYW (5) New York (Fox)*	45	Lifetime
6	HBO	46	A&E
7	WABC (7) New York (ABC)*	47	WNJU (47) Newark (IND)*
8	CNN	48	Sci-Fi Channel
9	WWOR (9) Secaucus (UPN)*	49	ABC Family
10	The Weather Channel	50	Comedy Central
11	WPIX (11) New York (WB)*	51	E! Entertainment TV
12	News 12 Westchester	52	VHI
13	WNET (13) New York (PBS)*	53	MTV
14	TV Guide Channel	54	WTBY (54) Poughkeepsie (IND)*
15	MSG Network	58	Court TV
16	Metro	60	The Health Network *
17	Metro Traffic & Weather	61	HSN
18	Metro Learning	62	ShopNBC
19	C-SPAN 2	63	WRNN (62) Kingston (IND)
20	C-SPAN	64	PPV Movies & Events
21	WLIW (21) Plainview (PBS)*	65	PPV Hit Movies
22	Fox News Channel	66	PPV Hit Movies
23	MSNBC	67	Playboy TV / Shop at Home
24	CNBC	68	PPV Coming Attractions
25	QVC	69	Hallmark Channel / EWTN
26	The History Channel	70	Local Programming / Public Access
27	Discovery Channel	71	Public Access (Educational)
28	The Learning Channel	72	Public Access (Government)
29	Food Network	73	BET
30	Home & Garden TV	74	TNN
31	WPXN (31) New York (PAX)*	75	American Movie Classics
32	Cartoon Network	76	Independent Film Channel
33	Nickelodeon	77	Encore
34	Disney Channel	78	STARZ!
35	ESPN2	79	HBO 2
36	ESPN	80	Showtime
37	TNT	81	Showtime Too
38	USA Network	82	Flix
39	TBS	83	Cinemax
40	FX	84	The Movie Channel
41	WXTV (41) Paterson (IND)*		

\* Off-Air Channels

## Attachment C

Cablevision of Westchester  
2013 Crompond Road  
Yorktown Heights, NY 10598

Call (914) 962-4444 to order OptimumTV

OptimumTV offers over 80 channels and 4 Pay Per View services. It's optimum variety and convenience. Choose any of the OptimumTV packages: Optimum, Optimum Preferred, or Optimum Gold. Each package provides a distinctive blend of channels to optimize your family's home entertainment experience. You can even tailor your OptimumTV service to your viewing interests by adding premium programming. Go ahead – it's your choice. It's OptimumTV.

### The Optimum<sup>sm</sup> Package <sup>(1)</sup>

\$47.00 per month

Includes Broadcast Basic Service,  
4 Pay Per View channels,  
and...

ABC Family	The History Channel
A&E	Home & Garden TV
American Movie Classics	The Learning Channel
BET	Lifetime
Bravo	MSNBC
CNBC	MTV
CNN	Metro
C-SPAN	Metro Learning
C-SPAN 2	Metro Traffic & Weather
Cartoon Network	MSG Network
Comedy Central	News 12 Westchester
Court TV	Nickelodeon
Discovery Channel	PPV Coming Attractions
Disney Channel	Sci-Fi Channel
E! Entertainment TV	Shop At Home (P/T)
ESPN	STARZ!
ESPN2	TNN
EWTN / Odyssey	TNT
Encore	TV Guide Channel
FX	USA Network
Food Network	VH1
Fox News Channel	WE: Women's Entertainment
The Health Network	The Weather Channel

**Attachment C/ Page 2**

**The Optimum Preferred<sup>®</sup> Package <sup>(1)</sup>**

**\$61.00 per month**

**Includes the entire Optimum Package,  
plus...**

Flix  
HBO  
HBO 2  
Independent Film Channel  
*And your choice of*  
Showtime  
*or*  
Fox Sports Net New York

**The Optimum Gold<sup>sm</sup> Package <sup>(1)</sup>**

**\$81.00 per month**

**Includes everything in Optimum Preferred,  
and...**

Cinemax  
Fox Sport Net New York  
The Movie Channel  
Showtime  
Showtime Too

**Individual Channel Selections**

**You can even tailor your OptimumTV service  
to your viewing interests by adding  
the individual channels listed below.**

**Go ahead – it's your choice. It's OptimumTV.**

**\$1.95 each per month <sup>(2)</sup>**

E! Entertainment Television  
Encore  
Flix  
Food Network  
Independent Film Channel  
Sci-Fi Channel  
WE: Women's Entertainment

**\$10.95 each per month <sup>(2)</sup>**

Cinemax  
Disney Channel  
Fox Sports Net New York  
HBO/HBO 2  
The Movie Channel  
Playboy TV  
Showtime  
STARZ! and Encore



**Family Cable – \$38.35 per month**

ABC Family, A&E, AMC, BET, Bravo, CNBC, CNN, C-SPAN, C-SPAN 2, Cartoon Network, Comedy Central, Court TV, Discovery Channel, ESPN, ESPN 2, EWTN / Odyssey, FX, Fox News Channel, The Health Network, HGTV, The History Channel, The Learning Channel, Lifetime, MSNBC, MTV, MSG Network, Metro, Metro Traffic & Weather, Metro Learning, News 12 Westchester, Nickelodeon, Pay Per View, Pay Per View Coming Attractions, Shop At Home, TNN, TNT, TV Guide Channel, USA Network, VH1, The Weather Channel

*Broadcast Basic at \$12.85 + Family Cable at \$25.50 = \$38.35 monthly*

**Broadcast Basic – \$12.85 per month**

WCBS, WNBC, WNYW, WABC, WPXN, WLIW, WTBY, WWOR, WPIX, WNET, WNJU, WSAH, TBS, WRNN, WXTV, Educational/Government Access, Local Programming/Public Access, HSN, QVC, ShopNBC

**Notes**

[1] Broadcast Basic and an addressable cable box are required to receive the Optimum Packages.

[2] Cost of premium channels may vary with non-Optimum packages.

**Please note that the rates listed do not include charges for equipment and installation or applicable taxes and fees.**

*The listed programs, packages, services, number of channels, content, format, rates and other aspects of Cablevision's service are its current offerings and are subject to change or discontinuance at any time in accordance with applicable law.*

*All rates are subject to, depending on where you live, federal, state and local taxes and fees which will be added to your monthly bill.*

## **Attachment D/Town of Mount Kisco/ R2**

### **Yorktown 2001 Activity Report**

**Hours of Operation - 9:30am -9:30pm Monday - Friday**

- **4pm – 10pm Monday – Friday – Master Control Operator on duty.**
- **2pm – 5pm Wednesdays – Access Coordinator on location.**

**Shows Aired on a weekly basis – 44**

**Number of shows produced in the studio for 2001 – 185**

**Number of hours the studio was utilized in 2001 – 370**

**Number of hours of editing time in 2001 - 96**

**Active Producers Utilizing the Studio - 7**

**Active Producers Utilizing the Editing Facility – 2**

### **Additional Activity - 2001**

- **Open House - Sep. 25th. – Producers invited to facility**
- **Open House Training Class - Nov. 16<sup>th</sup> – 11 producers trained on new equipment.**

### **2001 Studio Improvements**

- **Complete rewire on Control Room to include new monitors, refurbished S-VHS decks, enhanced character generator, camera control units sent back to vendor for complete overhaul and new audio monitoring system.**
- **New camera communication system for talkback between camera operators and director including equipment to provide internal communications to the talent of the set.**
- **New installation of A/B edit controller to allow two editing decks to work simultaneously with the record editing deck and the addition of time code to allow for more precision edits.**
- **Complete rewire of Master Control operations to allow for multiple playback of access programming.**
- **Complete realignment of fiber transmission equipment to enhance video playback on air.**
- **New community bulletin board equipment installed for higher quality announcements.**
- **Complete renovation of control room and master control space including expanding the control room space to double the original size, new flooring and new electrical service for isolated power for all technical equipment.**
- **Set renovation to include painting of existing set.**
- **Installation of a dubbing station to provide producers with multiple copies of their product as they are being taped.**
- **Re-lighting of studio to provide better lighting quality for all shows.**

***YORKTOWN***  
***PROOF OF PERFORMANCE***  
***2001***

## PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION WOOD ST &amp; RICHARD DR, PUTNAM VALLEY

DATE 2/7/01

NODE ID P2

TECH 305-306-316

TP VALUE 17

CASSCADE 12TA, 1LE = 13 AMPS

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	15	77.2625	13.6	4.5	1.3	47.8	65.4	65.4	MULTI 0.5
9	15.7	187.26	14.5	4.5001	1	49.2	67.2	66.7	MULTI 0.6
25	10	229.26	13.3	4.5	0.6	50.2	69.5	69	MULTI 0.4
29	12.4	253.26	13.9	4.5	0.5	49.1	68.4	66	MULTI 1.7
33	11.1	277.26	14.2	4.5	1	49	65.5	64.9	NTC-7 0.3
35	12.9	289.26	14.1	4.5	0.5	52.6	69	65.4	MULTI 0.3
52	13.5	391.26	13.4	4.5	0.7	51.1	64.8	61.7	MULTI 1.1
62	14.8	451.25	13.6	4.5	0.9	50.1	66.1	61.6	NTC-7 0.9
73	13.4	517.25	13.6	4.5	0.7	51.1	67.2	57.9	MULTI 1
78	12.5	549.26	13.8	4.5	1.6	51	68.6	63.1	MULTI 1.7

File 01 Location RICHARD DRIVE  
 File 02 Location RICHARD DRIVE  
 File 03 Location RICHARD DRIVE  
 File 04 Location RICHARD DRIVE

05FEB01 01:00  
 05FEB01 07:00  
 05FEB01 13:00  
 05FEB01 19:00

Test By \_\_\_\_\_

File	01	02	03	04			
Date	05FEB01	05FEB01	05FEB01	05FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
02	+25.0	+24.8	+24.7	+24.8	00.3	Pass	02
03	+25.4	+25.5	+25.5	+25.4	00.1	Pass	03
04	+25.4	+25.3	+25.4	+25.3	00.1	Pass	04
05	+24.9	+24.8	+24.9	+24.9	00.1	Pass	05
06	+22.5	+22.2	+22.9	+23.0	00.8	Pass	06
95	-20.0	-20.0	-20.0	-20.0	00.0	Pass	95
96	-19.9	-19.9	-19.9	-19.9	00.0	Pass	96
97	-19.9	-19.9	-19.9	-19.9	00.0	Pass	97
98	-19.9	-19.9	-19.9	-19.9	00.0	Pass	98
99	+23.3	+23.4	+23.6	+23.5	00.3	Pass	99
14	+23.7	+23.6	+23.7	+23.7	00.1	Pass	14
15	+22.9	+22.8	+23.0	+22.8	00.2	Pass	15
16	+22.6	+22.4	+22.6	+22.6	00.2	Pass	16
17	+23.4	+23.3	+23.4	+23.3	00.1	Pass	17
18	+22.9	+22.9	+23.0	+22.9	00.1	Pass	18
19	+23.9	+23.7	+23.7	+23.8	00.2	Pass	19
20	+23.9	+24.1	+23.9	+24.2	00.3	Pass	20
21	+23.6	+23.7	+23.5	+23.6	00.2	Pass	21
22	+23.5	+23.5	+23.6	+23.3	00.3	Pass	22
07	+23.2	+23.2	+23.2	+23.2	00.0	Pass	07
08	+22.8	+22.7	+22.7	+22.8	00.1	Pass	08
09	+23.0	+22.8	+22.9	+22.9	00.2	Pass	09
10	+23.2	+23.1	+23.2	+23.0	00.2	Pass	10
11	+22.6	+22.7	+22.7	+22.9	00.3	Pass	11
12	+22.7	+22.7	+22.7	+22.7	00.0	Pass	12
13	+22.9	+22.8	+22.8	+22.8	00.1	Pass	13
23	+23.6	+23.6	+23.6	+23.6	00.0	Pass	23
24	+24.4	+24.3	+24.3	+24.4	00.1	Pass	24
25	+23.9	+23.8	+23.9	+23.6	00.3	Pass	25
26	+24.1	+24.1	+24.2	+24.0	00.2	Pass	26
27	+23.9	+23.8	+23.8	+23.9	00.1	Pass	27
28	+23.3	+23.1	+23.3	+23.3	00.2	Pass	28
29	+22.3	+21.7	+22.9	+23.1	01.4	Pass	29
30	+23.8	+23.7	+23.8	+23.6	00.2	Pass	30
31	+23.3	+22.8	+22.9	+23.5	00.7	Pass	31
32	+24.3	+24.2	+24.4	+24.2	00.2	Pass	32
33	+22.0	+22.1	+22.1	+22.1	00.1	Pass	33
34	+23.3	+23.7	+24.0	+20.8	03.2	Pass	34
35	+24.5	+24.5	+24.6	+24.5	00.1	Pass	35
36	+23.9	+23.8	+23.8	+23.9	00.1	Pass	36

File 01 Location RICHARD DRIVE  
 File 02 Location RICHARD DRIVE  
 File 03 Location RICHARD DRIVE  
 File 04 Location RICHARD DRIVE

05FEB01 01:00  
 05FEB01 07:00  
 05FEB01 13:00  
 05FEB01 19:00

Test By \_\_\_\_\_

File	01	02	03	04			
Date	05FEB01	05FEB01	05FEB01	05FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
37	+23.7	+23.7	+23.6	+23.6	00.1	Pass	37
38	+23.9	+23.6	+23.8	+23.7	00.3	Pass	38
39	+23.7	+23.8	+23.8	+23.7	00.1	Pass	39
40	+23.0	+23.0	+23.1	+23.2	00.2	Pass	40
41	+23.6	+23.6	+23.6	+23.6	00.0	Pass	41
42	+22.1	+21.5	+21.9	+22.0	00.6	Pass	42
43	+24.8	+24.5	+24.3	+24.9	00.6	Pass	43
44	+22.6	+23.0	+22.6	+23.0	00.4	Pass	44
45	+23.1	+22.9	+23.0	+23.1	00.2	Pass	45
46	+23.6	+23.6	+23.5	+23.6	00.1	Pass	46
47	+23.2	+23.2	+23.2	+23.1	00.1	Pass	47
48	+23.1	+22.0	+23.4	+22.6	01.4	Pass	48
49	+23.5	+23.6	+23.6	+23.7	00.2	Pass	49
50	+22.6	+22.7	+22.7	+22.8	00.2	Pass	50
51	+22.3	+21.0	+22.0	+20.8	01.5	Pass	51
52	+24.3	+24.3	+24.2	+24.3	00.1	Pass	52
53	+22.2	+22.1	+22.2	+22.3	00.2	Pass	53
54	+22.9	+22.8	+22.8	+22.9	00.1	Pass	54
55	+20.9	+22.1	+20.9	+22.1	01.2	Pass	55
56	+22.0	+22.0	+21.1	+21.4	00.9	Pass	56
57	+20.9	+22.9	+21.8	+22.5	02.0	Pass	57
58	+22.0	+22.0	+21.8	+21.9	00.2	Pass	58
59	+21.0	+20.9	+21.0	+20.0	01.0	Pass	59
60	+22.5	+22.6	+22.5	+22.5	00.1	Pass	60
61	+21.2	+21.2	+21.2	+21.1	00.1	Pass	61
62	+21.9	+21.9	+21.9	+22.0	00.1	Pass	62
63	+22.2	+22.3	+22.2	+22.2	00.1	Pass	63
64	+20.7	+22.0	+21.1	+21.4	01.3	Pass	64
65	+21.4	+22.0	+22.7	+21.1	01.6	Pass	65
66	+21.3	+22.7	+22.6	+21.9	01.4	Pass	66
67	+22.1	+22.1	+21.9	+21.9	00.2	Pass	67
68	+21.7	+22.0	+19.8	+22.4	02.6	Pass	68
69	+22.2	+22.2	+22.1	+22.1	00.1	Pass	69
70	+21.6	+21.4	+21.5	+21.4	00.2	Pass	70
71	+25.8	+25.8	+25.8	+25.7	00.1	Pass	71
72	+23.0	+22.8	+23.0	+23.0	00.2	Pass	72
73	+21.9	+22.0	+21.9	+22.0	00.1	Pass	73
74	+21.3	+21.2	+21.5	+21.4	00.3	Pass	74
75	+20.9	+20.9	+20.9	+21.1	00.2	Pass	75
76	+18.5	+19.7	+19.2	+19.5	01.2	Pass	76

# PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION

WOOD ST & RICHARD DR, PUTNAM VALLEY

DATE 2/7/01

NODE ID

P2

TECH 305-306-316

TP VALUE

17

CASSCADE 12TA, 1LE = 13 AMPS

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	15	77.2625	13.6	4.5	1.3	47.8	65.4	65.4	MULTI 0.5
9	15.7	187.26	14.5	4.5001	1	49.2	67.2	66.7	MULTI 0.6
25	10	229.26	13.3	4.5	0.6	50.2	69.5	69	MULTI 0.4
29	12.4	253.26	13.9	4.5	0.5	49.1	68.4	66	MULTI 1.7
33	11.1	277.26	14.2	4.5	1	49	65.5	64.9	NTC-7 0.3
35	12.9	289.26	14.1	4.5	0.5	52.6	69	65.4	MULTI 0.3
52	13.5	391.26	13.4	4.5	0.7	51.1	64.8	61.7	MULTI 1.1
62	14.8	451.25	13.6	4.5	0.9	50.1	66.1	61.6	NTC-7 0.9
73	13.4	517.25	13.6	4.5	0.7	51.1	67.2	57.9	MULTI 1
78	12.5	549.26	13.8	4.5	1.6	51	68.6	63.1	MULTI 1.7

Apr 12 01 09:34a

Outside Plant

914 962 6257

P.1

HP CALAN Form 8600-FCC\_24-1 of 34

File 01	Location	RICHARD DRIVE	05FEB01	01:00
File 02	Location	RICHARD DRIVE	05FEB01	07:00
File 03	Location	RICHARD DRIVE	05FEB01	13:00
File 04	Location	RICHARD DRIVE	05FEB01	19:00

Test By \_\_\_\_\_

File	01	02	03	04			
Date	05FEB01	05FEB01	05FEB01	05FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
02	+25.0	+24.8	+24.7	+24.8	00.3	Pass	02
03	+25.4	+25.5	+25.5	+25.4	00.1	Pass	03
04	+25.4	+25.3	+25.4	+25.3	00.1	Pass	04
05	+24.9	+24.8	+24.9	+24.9	00.1	Pass	05
06	+22.5	+22.2	+22.9	+23.0	00.8	Pass	06
95	-20.0	-20.0	-20.0	-20.0	00.0	Pass	95
96	-19.9	-19.9	-19.9	-19.9	00.0	Pass	96
97	-19.9	-19.9	-19.9	-19.9	00.0	Pass	97
98	-19.9	-19.9	-19.9	-19.9	00.0	Pass	98
99	+23.3	+23.4	+23.6	+23.5	00.3	Pass	99
14	+23.7	+23.6	+23.7	+23.7	00.1	Pass	14
15	+22.9	+22.8	+23.0	+22.8	00.2	Pass	15
16	+22.6	+22.4	+22.6	+22.6	00.2	Pass	16
17	+23.4	+23.3	+23.4	+23.3	00.1	Pass	17
18	+22.9	+22.9	+23.0	+22.9	00.1	Pass	18
19	+23.9	+23.7	+23.7	+23.8	00.2	Pass	19
20	+23.9	+24.1	+23.9	+24.2	00.3	Pass	20
21	+23.6	+23.7	+23.5	+23.6	00.2	Pass	21
22	+23.5	+23.5	+23.6	+23.3	00.3	Pass	22
07	+23.2	+23.2	+23.2	+23.2	00.0	Pass	07
08	+22.8	+22.7	+22.7	+22.8	00.1	Pass	08
09	+23.0	+22.8	+22.9	+22.9	00.2	Pass	09
10	+23.2	+23.1	+23.2	+23.0	00.2	Pass	10
11	+22.6	+22.7	+22.7	+22.9	00.3	Pass	11
12	+22.7	+22.7	+22.7	+22.7	00.0	Pass	12
13	+22.9	+22.8	+22.8	+22.8	00.1	Pass	13
23	+23.6	+23.6	+23.6	+23.6	00.0	Pass	23
24	+24.4	+24.3	+24.3	+24.4	00.1	Pass	24
25	+23.9	+23.8	+23.9	+23.6	00.3	Pass	25
26	+24.1	+24.1	+24.2	+24.0	00.2	Pass	26
27	+23.9	+23.8	+23.8	+23.9	00.1	Pass	27
28	+23.3	+23.1	+23.3	+23.3	00.2	Pass	28
29	+22.3	+21.7	+22.9	+23.1	01.4	Pass	29
30	+23.8	+23.7	+23.8	+23.6	00.2	Pass	30
31	+23.3	+22.8	+22.9	+23.5	00.7	Pass	31
32	+24.3	+24.2	+24.4	+24.2	00.2	Pass	32
33	+22.0	+22.1	+22.1	+22.1	00.1	Pass	33
34	+23.3	+23.7	+24.0	+20.8	03.2	Pass	34
35	+24.5	+24.5	+24.6	+24.5	00.1	Pass	35
36	+23.9	+23.8	+23.8	+23.9	00.1	Pass	36



File 01 Location RICHARD DRIVE  
 File 02 Location RICHARD DRIVE  
 File 03 Location RICHARD DRIVE  
 File 04 Location RICHARD DRIVE

05FEB01 01:00  
 05FEB01 07:00  
 05FEB01 13:00  
 05FEB01 19:00

Test By \_\_\_\_\_

File	01	02	03	04			
Date	05FEB01	05FEB01	05FEB01	05FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
37	+23.7	+23.7	+23.6	+23.6	00.1	Pass	37
38	+23.9	+23.6	+23.8	+23.7	00.3	Pass	38
39	+23.7	+23.8	+23.8	+23.7	00.1	Pass	39
40	+23.0	+23.0	+23.1	+23.2	00.2	Pass	40
41	+23.6	+23.6	+23.6	+23.6	00.0	Pass	41
42	+22.1	+21.5	+21.9	+22.0	00.6	Pass	42
43	+24.8	+24.5	+24.3	+24.9	00.6	Pass	43
44	+22.6	+23.0	+22.6	+23.0	00.4	Pass	44
45	+23.1	+22.9	+23.0	+23.1	00.2	Pass	45
46	+23.6	+23.6	+23.5	+23.6	00.1	Pass	46
47	+23.2	+23.2	+23.2	+23.1	00.1	Pass	47
48	+23.1	+22.0	+23.4	+22.6	01.4	Pass	48
49	+23.5	+23.6	+23.6	+23.7	00.2	Pass	49
50	+22.6	+22.7	+22.7	+22.8	00.2	Pass	50
51	+22.3	+21.0	+22.0	+20.8	01.5	Pass	51
52	+24.3	+24.3	+24.2	+24.3	00.1	Pass	52
53	+22.2	+22.1	+22.2	+22.3	00.2	Pass	53
54	+22.9	+22.8	+22.8	+22.9	00.1	Pass	54
55	+20.9	+22.1	+20.9	+22.1	01.2	Pass	55
56	+22.0	+22.0	+21.1	+21.4	00.9	Pass	56
57	+20.9	+22.9	+21.8	+22.5	02.0	Pass	57
58	+22.0	+22.0	+21.8	+21.9	00.2	Pass	58
59	+21.0	+20.9	+21.0	+20.0	01.0	Pass	59
60	+22.5	+22.6	+22.5	+22.5	00.1	Pass	60
61	+21.2	+21.2	+21.2	+21.1	00.1	Pass	61
62	+21.9	+21.9	+21.9	+22.0	00.1	Pass	62
63	+22.2	+22.3	+22.2	+22.2	00.1	Pass	63
64	+20.7	+22.0	+21.1	+21.4	01.3	Pass	64
65	+21.4	+22.0	+22.7	+21.1	01.6	Pass	65
66	+21.3	+22.7	+22.6	+21.9	01.4	Pass	66
67	+22.1	+22.1	+21.9	+21.9	00.2	Pass	67
68	+21.7	+22.0	+19.8	+22.4	02.6	Pass	68
69	+22.2	+22.2	+22.1	+22.1	00.1	Pass	69
70	+21.6	+21.4	+21.5	+21.4	00.2	Pass	70
71	+25.8	+25.8	+25.8	+25.7	00.1	Pass	71
72	+23.0	+22.8	+23.0	+23.0	00.2	Pass	72
73	+21.9	+22.0	+21.9	+22.0	00.1	Pass	73
74	+21.3	+21.2	+21.5	+21.4	00.3	Pass	74
75	+20.9	+20.9	+20.9	+21.1	00.2	Pass	75
76	+18.5	+19.7	+19.7	+19.5	01.2	Pass	76

File 01 Location RICHARD DRIVE  
 File 02 Location RICHARD DRIVE  
 File 03 Location RICHARD DRIVE  
 File 04 Location RICHARD DRIVE

05FEB01 01:00  
 05FEB01 07:00  
 05FEB01 13:00  
 05FEB01 19:00

Test By \_\_\_\_\_

File	01	02	03	04			
Date	05FEB01	05FEB01	05FEB01	05FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
77	+19.0	+19.5	+19.4	+18.9	00.6	Pass	77
78	+18.5	+16.5	+17.0	+17.3	02.0	Pass	78
79	+16.6	+17.0	+15.9	+16.1	01.1	Pass	79
80	-19.7	-19.7	-19.7	-19.7	00.0	Pass	80
81	-19.7	-19.7	-19.7	-19.7	00.0	Pass	81
82	-19.7	-19.7	-19.7	-19.7	00.0	Pass	82
83	-19.7	-19.7	-19.7	-19.7	00.0	Pass	83
84	-19.7	-19.7	-19.7	-19.7	00.0	Pass	84
85	-19.7	-19.7	-19.7	-19.7	00.0	Pass	85
86	-19.7	-19.7	-19.7	-19.7	00.0	Pass	86
87	-19.7	-19.7	-19.7	-19.7	00.0	Pass	87
88	-19.7	-19.7	-19.7	-19.7	00.0	Pass	88
89	-19.7	-19.7	-19.7	-19.7	00.0	Pass	89
90	-19.7	-19.7	-19.7	-19.7	00.0	Pass	90
91	-19.8	-19.8	-19.8	-19.8	00.0	Pass	91
92	-19.8	-19.8	-19.8	-19.8	00.0	Pass	92
93	-19.8	-19.8	-19.8	-19.8	00.0	Pass	93
94	-19.9	-19.9	-19.9	-19.9	00.0	Pass	94
100	-19.9	-19.9	-19.9	-19.9	00.0	Pass	100
101	-19.9	-19.9	-19.9	-19.9	00.0	Pass	101
102	-19.9	-19.9	-19.9	-19.9	00.0	Pass	102
103	-19.9	-19.9	-19.9	-19.9	00.0	Pass	103
104	-19.9	-19.9	-19.9	-19.9	00.0	Pass	104
105	-19.9	-19.9	-19.9	-19.9	00.0	Pass	105
106	-20.0	-20.0	-20.0	-20.0	00.0	Pass	106
107	-20.0	-20.0	-20.0	-20.0	00.0	Pass	107
108	-20.0	-20.0	-20.0	-20.0	00.0	Pass	108
109	-20.0	-20.0	-20.0	-20.0	00.0	Pass	109
110	-20.0	-20.0	-20.0	-20.0	00.0	Pass	110
111	-19.9	-19.9	-19.9	-19.9	00.0	Pass	111
112	-19.9	-19.9	-19.9	-19.9	00.0	Pass	112
113	-19.9	-19.9	-19.9	-19.9	00.0	Pass	113
114	-19.9	-19.9	-19.9	-19.9	00.0	Pass	114
115	-19.9	-19.9	-19.9	-19.9	00.0	Pass	115
116	-19.8	-19.8	-19.8	-19.8	00.0	Pass	116

File 05 Location\_\_\_\_\_WOODS END  
 File 06 Location\_\_\_\_\_WOODS END  
 File 07 Location\_\_\_\_\_WOODS END  
 File 08 Location\_\_\_\_\_WOODS END

06FEB01 01:00  
 06FEB01 07:00  
 06FEB01 13:00  
 06FEB01 19:00

Test By\_\_\_\_\_

File	05	06	07	08			
Date	06FEB01	06FEB01	06FEB01	06FEB01			
Time	01:00	07:00	13:00	19:00			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
T9	-03.2	<-07	<-07	<-07			T9
T10	<-07	<-07	<-07	<-07			T10
02	+28.4	+28.6	+28.4	+28.2	00.4	Pass	02
03	+28.6	+28.6	+28.6	+28.5	00.1	Pass	03
04	+29.7	+29.6	+29.6	+29.1	00.6	Pass	04
05	+29.1	+29.2	+29.1	+28.9	00.3	Pass	05
06	+27.6	+25.9	+28.1	+26.6	02.2	Pass	06
95	-06.2	<-07	<-07	+12.5			95
96	<-07	<-07	<-07	<-07			96
97	<-07	<-07	<-07	<-07			97
98	<-07	<-07	<-07	<-07			98
99	+28.6	+26.7	+25.4	+27.8	03.2	Pass	99
14	+28.8	+28.6	+28.7	+28.4	00.4	Pass	14
15	+28.2	+28.2	+28.1	+28.0	00.2	Pass	15
16	+28.4	+28.2	+28.2	+28.1	00.3	Pass	16
17	+28.8	+28.6	+28.6	+28.8	00.2	Pass	17
18	+28.9	+28.8	+28.7	+28.8	00.2	Pass	18
19	+28.9	+28.8	+28.8	+28.8	00.1	Pass	19
20	+29.4	+29.3	+29.2	+29.3	00.2	Pass	20
21	+28.6	+28.6	+28.4	+28.3	00.3	Pass	21
22	+28.8	+28.7	+28.5	+28.5	00.3	Pass	22
07	+28.8	+28.9	+28.9	+28.8	00.1	Pass	07
08	+29.3	+28.9	+29.1	+29.0	00.4	Pass	08
09	+29.3	+29.1	+29.0	+29.0	00.3	Pass	09
10	+30.8	+30.5	+30.6	+30.8	00.3	Pass	10
11	+30.6	+30.1	+30.4	+30.4	00.5	Pass	11
12	+31.4	+31.2	+31.2	+31.2	00.2	Pass	12
13	+31.8	+31.4	+31.5	+31.5	00.4	Pass	13
23	+31.1	+30.9	+30.9	+30.8	00.3	Pass	23
24	+32.5	+32.7	+32.5	+32.5	00.2	Pass	24
25	+32.9	+32.7	+32.7	+32.4	00.5	Pass	25
26	+32.3	+32.3	+32.0	+32.2	00.3	Pass	26
27	+32.6	+32.6	+32.3	+32.4	00.3	Pass	27
28	+32.3	+32.0	+31.7	+32.1	00.6	Pass	28
29	+31.7	+30.9	+31.1	+31.2	00.8	Pass	29
30	+32.4	+32.1	+32.2	+32.0	00.4	Pass	30
31	+31.6	+31.4	+31.5	+31.0	00.6	Pass	31
32	+33.4	+33.1	+33.2	+33.2	00.3	Pass	32
33	+32.0	+31.8	+31.8	+31.7	00.3	Pass	33
34	+29.8	+31.1	+29.4	+29.3	01.8	Pass	34

## PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION

WOODS END RD, PUTNAM VALLEY

DATE 2/7/01

NODE ID

P1

TECH 305-306-316

TP VALUE

17

CASCADE 12 TA, 1LE = 13 AMPS

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	11.7	77.2625	13.7	4.4	1.6	48.2	67	66.8	MULTI 0.6
9	14	187.2625	14.3	4.5	1	46.8	65.8	66.2	MULTI 0.8
25	16.5	229.26	13.5	4.5	1.7	48.9	68.3	68.4	MULTI 0.2
29	16.5	253.26	14	4.5	0.9	48.1	66.3	66.5	MULTI 1.6
33	16.8	277.26	14.3	4.5	1.8	47.8	66.6	66.8	NTC-7 0.2
35	17.9	289.26	14	4.5	1.6	48.3	67.6	68	MULTI 0.4
52	15.7	391.26	13.7	4.4	1.8	50.5	64.1	61.3	MULTI 1.2
62	16.5	451.25	13.9	4.5	0.2	48.8	64.5	64.3	NTC-7 0.9
73	15.3	517.2599	13.7	4.5	0.8	48.9	65.3	64.6	MULTI 0.5
78	11.9	549.2622	13.8	4.4	1.7	48.3	61.5	61	MULTI 1.7

File 05 Location WOODS END  
 File 06 Location WOODS END  
 File 07 Location WOODS END  
 File 08 Location WOODS END

06FEB01 01:00  
 06FEB01 07:00  
 06FEB01 13:00  
 06FEB01 19:00

Test By \_\_\_\_\_

File	05	06	07	08			
Date	06FEB01	06FEB01	06FEB01	06FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
35	+33.4	+33.0	+33.0	+33.1	00.4	Pass	35
36	+33.1	+32.7	+32.9	+32.8	00.4	Pass	36
37	+33.4	+33.2	+33.1	+33.2	00.3	Pass	37
38	+34.1	+33.7	+33.7	+33.6	00.5	Pass	38
39	+34.4	+34.1	+34.1	+33.9	00.5	Pass	39
40	+34.9	+34.6	+34.6	+34.7	00.3	Pass	40
41	+33.3	+32.9	+33.4	+33.1	00.5	Pass	41
42	+32.6	+32.7	+32.6	+31.0	01.7	Pass	42
43	+34.8	+34.4	+34.5	+34.4	00.4	Pass	43
44	+32.6	+32.2	+32.1	+32.2	00.5	Pass	44
45	+33.0	+32.4	+32.5	+32.7	00.6	Pass	45
46	+33.1	+32.9	+33.0	+33.0	00.2	Pass	46
47	+32.5	+32.0	+32.3	+32.1	00.5	Pass	47
48	+31.0	+31.7	+31.1	+31.1	00.7	Pass	48
49	+31.6	+31.2	+31.3	+31.2	00.4	Pass	49
50	+31.1	+30.6	+30.8	+30.5	00.6	Pass	50
51	+28.2	+29.9	+29.4	+28.8	01.7	Pass	51
52	+29.8	+29.5	+29.5	+29.4	00.4	Pass	52
53	+31.0	+30.8	+30.9	+30.8	00.2	Pass	53
54	+31.5	+31.1	+31.1	+31.2	00.4	Pass	54
55	+29.8	+30.0	+29.4	+29.1	00.9	Pass	55
56	+30.3	+29.5	+29.5	+30.7	01.2	Pass	56
57	+30.3	+31.0	+31.1	+31.2	00.9	Pass	57
58	+30.1	+29.5	+29.8	+29.8	00.6	Pass	58
59	+29.0	+29.1	+29.4	+28.4	01.0	Pass	59
60	+31.8	+30.3	+30.7	+30.9	01.5	Pass	60
61	+30.0	+30.0	+30.1	+30.1	00.1	Pass	61
62	+29.8	+29.3	+29.5	+29.5	00.5	Pass	62
63	+30.0	+29.7	+29.6	+29.6	00.4	Pass	63
64	+29.5	+29.0	+29.3	+30.0	01.0	Pass	64
65	+30.0	+29.4	+29.5	+30.4	01.0	Pass	65
66	+30.3	+31.4	+31.5	+31.1	01.2	Pass	66
67	+31.7	+31.4	+31.4	+31.4	00.3	Pass	67
68	+32.1	+31.6	+31.7	+32.0	00.5	Pass	68
69	+31.8	+31.4	+31.4	+31.7	00.4	Pass	69
70	+30.6	+30.1	+30.4	+30.6	00.5	Pass	70
71	+31.1	+30.5	+30.8	+30.8	00.6	Pass	71
72	+31.8	+31.4	+31.6	+31.7	00.4	Pass	72
73	+31.7	+31.2	+31.3	+31.1	00.6	Pass	73
74	+31.3	+30.8	+30.9	+31.1	00.5	Pass	74

File 05 Location\_\_\_\_\_ WOODS END  
 File 06 Location\_\_\_\_\_ WOODS END  
 File 07 Location\_\_\_\_\_ WOODS END  
 File 08 Location\_\_\_\_\_ WOODS END

06FEB01 01:00  
 06FEB01 07:00  
 06FEB01 13:00  
 06FEB01 19:00

Test By\_\_\_\_\_

File	05	06	07	08			
Date	06FEB01	06FEB01	06FEB01	06FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
75	+30.7	+30.0	+30.2	+30.2	00.7	Pass	75
76	+29.1	+29.1	+29.2	+28.9	00.3	Pass	76
77	+29.7	+29.1	+29.3	+27.8	01.9	Pass	77
78	+28.5	+28.1	+28.3	+27.3	01.2	Pass	78
79	+26.8	+24.3	+22.9	+28.0	05.1	Pass	79
80	<-07	<-07	<-07	<-07			80
81	<-07	<-07	<-07	<-07			81
82	<-07	<-07	<-07	<-07			82
83	<-07	<-07	<-07	<-07			83
84	<-07	<-07	<-07	<-07			84
85	<-07	<-07	<-07	<-07			85
86	<-07	<-07	<-07	<-07			86
87	<-07	<-07	<-07	<-07			87
88	<-07	<-07	<-07	<-07			88
89	<-07	<-07	<-07	<-07			89
90	<-07	<-07	<-07	<-07			90
91	<-07	<-07	<-07	<-07			91
92	<-07	<-07	<-07	<-07			92
93	<-07	<-07	<-07	<-07			93
94	<-07	<-07	<-07	<-07			94
100	<-07	<-07	<-07	<-07			100
101	<-07	<-07	<-07	<-07			101
102	<-07	<-07	<-07	<-07			102
103	<-07	<-07	<-07	<-07			103
104	<-07	<-07	<-07	<-07			104
105	<-07	<-07	<-07	<-07			105
106	<-07	<-07	<-07	<-07			106
107	<-07	<-07	<-07	<-07			107
108	<-07	<-07	<-07	<-07			108
109	<-07	<-07	<-07	<-07			109
110	<-07	<-07	<-07	<-07			110
111	<-07	<-07	<-07	<-07			111
112	<-07	<-07	<-07	<-07			112
113	<-07	<-07	<-07	<-07			113
114	<-07	<-07	<-07	<-07			114
115	<-07	<-07	<-07	<-07			115
116	<-07	<-07	<-07	<-07			116

# PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION

JOURNEY'S END, YORKTOWN

DATE 2/13/01

NODE ID

Y-6

TECH 316-305

TP VALUE

14V - 4P

CASCADE

ND,11TA

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	16.3	77.2625	14	4.5	1.4	47.6	63.5	65.1	MULTI 0.9
9	15.4	187.2625	14.3	4.5	1.4	47.3	52	64.2	MULTI 1
25	19.7	229.2626	14.1	4.5001	1.3	47.1	54.7	64.3	MULTI 0.4
29	18.5	253.2625	14.9	4.4999	1.5	48.1	55.6	64.9	MULTI 1.5
33	15.9	277.2618	14.9	4.5	1.4	46.3	54.9	61.8	NTC-7 0.3
35	17.1	289.2625	14.1	4.5001	1.8	47.5	68.1	61.8	MULTI 0.5
52	14.8	391.2623	14.2	4.5	1.3	48.1	60.4	59.2	MULTI 1.2
62	14.6	451.2506	14.3	4.5002	1.3	47.7	65	60.6	NTC-7 0.9
73	15.6	517.25	14.3	4.5001	1.3	51.3	60.6	61.6	MULTI 0.5
78	14.8	547.2623	9.2	4.5001	1.5	51.3	60.6	60.1	1.7

HP CALAN Form 8600-FCC\_24-1 of 3:

File 13 Location JOURNEYS END YT  
 File 14 Location JOURNEYS END YT  
 File 15 Location JOURNEYS END YT  
 File 16 Location JOURNEYS END YT

08FEB01 01:00  
 08FEB01 07:00  
 08FEB01 13:00  
 08FEB01 19:00

Test By \_\_\_\_\_

File	13	14	15	16			
Date	08FEB01	08FEB01	08FEB01	08FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
T9	<-22	<-22	<-22	<-22			T9
T10	<-22	<-22	<-22	<-22			T10
02	+17.2	+17.3	+17.2	+17.2	00.1	Pass	02
03	+18.3	+18.6	+18.3	+18.5	00.3	Pass	03
04	+18.2	+18.4	+18.5	+18.4	00.3	Pass	04
05	+18.6	+18.5	+18.5	+18.6	00.1	Pass	05
06	+18.2	+16.5	+16.2	+16.9	02.0	Pass	06
95	<-22	<-22	-21.5	<-22			95
96	<-22	<-22	<-22	<-22			96
97	<-22	<-22	<-22	<-22			97
98	<-22	<-22	<-22	<-22			98
99	+17.4	+17.6	+17.4	+17.6	00.2	Pass	99
14	+17.1	+17.1	+16.7	+16.9	00.4	Pass	14
15	+16.4	+16.4	+16.5	+16.4	00.1	Pass	15
16	+15.4	+15.6	+15.6	+15.5	00.2	Pass	16
17	+15.3	+15.2	+15.1	+15.1	00.2	Pass	17
18	+14.2	+14.2	+14.0	+13.9	00.3	Pass	18
19	+15.4	+15.3	+15.4	+15.5	00.2	Pass	19
20	+16.3	+16.4	+16.5	+16.5	00.2	Pass	20
21	+16.0	+16.0	+16.0	+16.0	00.0	Pass	21
22	+16.8	+16.8	+16.6	+16.7	00.2	Pass	22
07	+16.9	+16.8	+16.9	+16.8	00.1	Pass	07
08	+16.8	+17.0	+17.0	+17.0	00.2	Pass	08
09	+17.0	+16.8	+16.9	+16.7	00.3	Pass	09
10	+17.4	+17.3	+17.1	+17.4	00.3	Pass	10
11	+16.5	+16.6	+16.4	+16.5	00.2	Pass	11
12	+17.6	+17.5	+17.5	+17.5	00.1	Pass	12
13	+19.3	+19.4	+19.3	+19.3	00.1	Pass	13
23	+19.8	+19.9	+19.8	+19.7	00.2	Pass	23
24	+20.4	+20.6	+20.4	+20.4	00.2	Pass	24
25	+20.7	+20.7	+20.4	+20.6	00.3	Pass	25
26	+21.0	+21.3	+21.2	+21.2	00.3	Pass	26
27	+20.4	+20.5	+20.4	+20.2	00.3	Pass	27
28	+21.0	+21.1	+20.6	+21.1	00.5	Pass	28
29	+21.1	+21.1	+21.0	+20.8	00.3	Pass	29
30	+20.7	+20.7	+20.6	+20.3	00.4	Pass	30
31	+20.9	+20.3	+19.7	+20.3	01.2	Pass	31
32	+20.8	+20.8	+20.7	+20.7	00.1	Pass	32
33	+19.5	+19.7	+19.4	+19.6	00.3	Pass	33
34	+17.4	+17.6	+18.1	+18.9	01.5	Pass	34



File 13 Location JOURNEYS END YT  
 File 14 Location JOURNEYS END YT  
 File 15 Location JOURNEYS END YT  
 File 16 Location JOURNEYS END YT

08FEB01 01:00  
 08FEB01 07:00  
 08FEB01 13:00  
 08FEB01 19:00

Test By \_\_\_\_\_

File	13	14	15	16			
Date	08FEB01	08FEB01	08FEB01	08FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
35	+19.6	+19.8	+19.7	+19.6	00.2	Pass	35
36	+19.5	+19.4	+19.2	+19.5	00.3	Pass	36
37	+19.3	+19.3	+19.2	+19.1	00.2	Pass	37
38	+19.5	+19.7	+19.7	+19.6	00.2	Pass	38
39	+19.1	+19.3	+19.2	+19.1	00.2	Pass	39
40	+17.8	+17.7	+17.7	+17.7	00.1	Pass	40
41	+17.9	+18.0	+17.9	+18.0	00.1	Pass	41
42	+17.2	+17.4	+16.6	+16.3	01.1	Pass	42
43	+18.3	+18.4	+18.1	+18.1	00.3	Pass	43
44	+18.0	+18.0	+18.3	+18.1	00.3	Pass	44
45	+19.2	+19.2	+19.1	+19.1	00.1	Pass	45
46	+18.1	+18.2	+18.1	+18.0	00.2	Pass	46
47	+17.9	+17.9	+18.0	+17.9	00.1	Pass	47
48	+17.2	+17.3	+17.0	+18.0	01.0	Pass	48
49	+17.5	+17.6	+17.3	+17.5	00.3	Pass	49
50	+18.4	+18.6	+18.3	+18.3	00.3	Pass	50
51	+17.8	+17.7	+17.1	+18.5	01.4	Pass	51
52	+17.6	+17.6	+17.5	+17.5	00.1	Pass	52
53	+17.3	+17.5	+17.3	+17.3	00.2	Pass	53
54	+18.4	+18.4	+18.4	+18.4	00.0	Pass	54
55	+15.4	+15.3	+15.5	+14.4	01.1	Pass	55
56	+17.6	+17.6	+17.1	+16.6	01.0	Pass	56
57	+16.2	+15.3	+16.5	+16.2	01.2	Pass	57
58	+18.5	+18.2	+18.3	+18.2	00.3	Pass	58
59	+18.5	+16.8	+17.6	+18.3	01.7	Pass	59
60	+17.5	+17.3	+17.3	+17.4	00.2	Pass	60
61	+17.8	+18.1	+18.0	+17.9	00.3	Pass	61
62	+17.7	+17.7	+17.8	+17.6	00.2	Pass	62
63	+17.8	+17.7	+17.6	+17.7	00.2	Pass	63
64	+17.2	+16.5	+17.1	+17.5	01.0	Pass	64
65	+16.6	+16.8	+17.1	+16.9	00.5	Pass	65
66	+17.8	+18.1	+18.5	+17.1	01.4	Pass	66
67	+19.0	+18.8	+19.0	+18.7	00.3	Pass	67
68	+19.6	+19.4	+19.5	+19.4	00.2	Pass	68
69	+20.0	+20.1	+20.0	+19.9	00.2	Pass	69
70	+19.7	+19.6	+19.5	+19.6	00.2	Pass	70
71	+17.4	+17.6	+17.5	+17.5	00.2	Pass	71
72	+22.3	+22.4	+22.2	+22.3	00.2	Pass	72
73	+19.2	+19.3	+19.2	+19.2	00.1	Pass	73
74	+19.2	+19.1	+19.1	+19.1	00.1	Pass	74

File 13 Location JOURNEYS END YT  
 File 14 Location JOURNEYS END YT  
 File 15 Location JOURNEYS END YT  
 File 16 Location JOURNEYS END YT

08FEB01 01:00  
 08FEB01 07:00  
 08FEB01 13:00  
 08FEB01 19:00

Test By \_\_\_\_\_

File	13	14	15	16			
Date	08FEB01	08FEB01	08FEB01	08FEB01			
Time	01:00	07:00	13:00	19:00	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
75	+19.6	+19.8	+19.8	+19.9	00.3	Pass	75
76	+19.5	+19.7	+20.0	+19.5	00.5	Pass	76
77	+18.2	+17.7	+19.2	+17.6	01.6	Pass	77
78	+17.8	+17.8	+15.4	+18.4	03.0	Pass	78
79	+16.8	+16.7	+15.9	+16.4	00.9	Pass	79
80	<-22	<-22	<-22	<-22			80
81	<-22	<-22	<-22	<-22			81
82	<-22	<-22	<-22	<-22			82
83	<-22	<-22	<-22	<-22			83
84	<-22	<-22	<-22	<-22			84
85	<-22	<-22	<-22	<-22			85
86	<-22	<-22	<-22	<-22			86
87	<-22	<-22	<-22	<-22			87
88	<-22	<-22	<-22	<-22			88
89	<-22	<-22	<-22	<-22			89
90	<-22	<-22	<-22	<-22			90
91	<-22	<-22	<-22	<-22			91
92	<-22	<-22	<-22	<-22			92
93	<-22	<-22	<-22	<-22			93
94	<-22	<-22	<-22	<-22			94
100	<-22	<-22	<-22	<-22			100
101	<-22	<-22	<-22	<-22			101
102	<-22	<-22	<-22	<-22			102
103	<-22	<-22	<-22	<-22			103
104	<-22	<-22	<-22	<-22			104
105	<-22	<-22	<-22	<-22			105
106	<-22	<-22	<-22	<-22			106
107	<-22	<-22	<-22	<-22			107
108	<-22	<-22	<-22	<-22			108
109	<-22	<-22	<-22	<-22			109
110	<-22	<-22	<-22	<-22			110
111	<-22	<-22	<-22	<-22			111
112	<-22	<-22	<-22	<-22			112
113	<-22	<-22	<-22	<-22			113
114	<-22	<-22	<-22	<-22			114
115	<-22	<-22	<-22	<-22			115
116	<-22	<-22	<-22	<-22			116

# PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION OLD ROUTE 100, SOMERS

DATE 2/7/01

NODE ID S-2

TECH 306-305

TP VALUE 17V 4P

CASCADE ND, 15TA

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	6	77.2624	13.9	4.5	1.8	43.9	56.7	56.2	MULTI 0.6
9	10.5	187.2625	14.6	4.5	2.1	49	62.2	59.4	MULTI 0.7
25	11.8	229.2624	13.6	4.4	1.6	48.8	62.6	60.7	MULTI 0.4
29	10.1	253.2626	13.9	4.5	1.8	48.5	62	52.8	MULTI 1.5
33	9.9	277.2618	14.9	4.5	1.5	48.1	61.7	61.1	NTC-7 0.1
35	12	289.2624	14.5	4.5	1.7	49.5	64.1	63.9	MULTI 0.3
52	13.4	391.2623	14.2	4.5	1.3	48.8	63	62.6	MULTI 0.9
62	11.5	451.2505	14.2	4.5	1.6	50.1	64.8	59.4	NTC-7 0.9
73	15.3	517.2499	13.8	4.5	1.2	48.1	67.4	58	MULTI 0.4
78	13	547.2822	15	4.5	1.2	48.5	65.5	62.8	1.7

# PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION OLD ROUTE 100, SOMERS

DATE 2/7/01

NODE ID S-2

TECH 306-305

TP VALUE 17V 4P

CASCADE ND, 15TA

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	6	77.2624	13.9	4.5	1.8	43.9	56.7	56.2	MULTI 0.6
9	10.5	187.2625	14.6	4.5	2.1	49	62.2	59.4	MULTI 0.7
25	11.8	229.2624	13.6	4.4	1.6	48.8	62.6	60.7	MULTI 0.4
29	10.1	253.2626	13.9	4.5	1.8	48.5	62	52.8	MULTI 1.5
33	9.9	277.2618	14.9	4.5	1.5	48.1	61.7	61.1	NTC-7 0.1
35	12	289.2624	14.5	4.5	1.7	49.5	64.1	63.9	MULTI 0.3
52	13.4	391.2623	14.2	4.5	1.3	48.8	63	62.6	MULTI 0.9
62	11.5	451.2505	14.2	4.5	1.6	50.1	64.8	59.4	NTC-7 0.9
73	15.3	517.2499	13.8	4.5	1.2	48.1	67.4	58	MULTI 0.4
78	13	547.2622	15	4.5	1.2	48.5	65.5	62.8	1.7

HP CALAN Form 8600-FCC\_24-1 of 3:

File 17 Location OLD 100  
 File 18 Location OLD 100  
 File 19 Location OLD 100  
 File 20 Location OLD 100

09FEB01 01:00  
 09FEB01 07:00  
 09FEB01 13:00  
 09FEB01 19:00

Test By \_\_\_\_\_

File	17	18	19	20			
Date	09FEB01	09FEB01	09FEB01	09FEB01			
Time	01:00	07:00	13:00	19:00			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
T9	<-27	<-27	<-27	<-27			T9
T10	<-27	<-27	<-27	<-27			T10
02	+05.2	+05.7	+05.6	+05.5	00.5	Pass	02
03	+07.1	+07.0	+07.0	+07.0	00.1	Pass	03
04	+08.2	+08.5	+08.0	+08.4	00.5	Pass	04
05	+08.2	+08.1	+08.1	+08.2	00.1	Pass	05
06	+08.4	+06.6	+07.3	+05.9	02.5	Pass	06
95	<-27	<-27	<-27	<-27			95
96	<-27	<-27	<-27	<-27			96
97	<-27	<-27	<-27	<-27			97
98	<-27	<-27	<-27	<-27			98
99	+05.9	+07.2	+06.9	+07.6	01.7	Pass	99
14	+08.4	+08.5	+08.5	+08.5	00.1	Pass	14
15	+07.8	+07.7	+07.7	+07.1	00.7	Pass	15
16	+06.4	+06.4	+06.6	+06.3	00.3	Pass	16
17	+08.0	+08.0	+08.0	+08.0	00.0	Pass	17
18	+09.1	+08.9	+08.6	+08.7	00.5	Pass	18
19	+09.8	+09.7	+09.6	+09.6	00.2	Pass	19
20	+10.4	+10.2	+10.1	+10.3	00.3	Pass	20
21	+10.4	+10.3	+10.1	+09.9	00.5	Pass	21
22	+08.7	+08.6	+08.8	+08.6	00.2	Pass	22
07	+11.3	+11.0	+11.1	+11.0	00.3	Pass	07
08	+13.0	+12.7	+12.8	+12.5	00.5	Pass	08
09	+13.2	+12.5	+12.9	+12.7	00.7	Pass	09
10	+13.1	+13.1	+12.8	+12.9	00.3	Pass	10
11	+14.1	+13.9	+14.0	+13.8	00.3	Pass	11
12	+13.0	+12.9	+13.1	+12.7	00.4	Pass	12
13	+13.3	+13.4	+13.4	+13.2	00.2	Pass	13
23	+14.4	+14.4	+14.2	+14.2	00.2	Pass	23
24	+14.0	+14.1	+14.1	+14.1	00.1	Pass	24
25	+13.8	+13.8	+13.7	+13.7	00.1	Pass	25
26	+14.2	+14.6	+14.6	+14.4	00.4	Pass	26
27	+13.7	+14.0	+13.8	+13.9	00.3	Pass	27
28	+13.5	+13.5	+13.5	+13.4	00.1	Pass	28
29	+13.5	+13.8	+13.7	+13.6	00.3	Pass	29
30	+13.9	+14.2	+14.1	+14.1	00.3	Pass	30
31	+12.2	+13.0	+12.7	+13.2	01.0	Pass	31
32	+14.9	+15.0	+15.0	+15.0	00.1	Pass	32
33	+13.4	+13.7	+13.5	+13.3	00.4	Pass	33
34	+12.9	+11.3	+11.5	+11.3	01.6	Pass	34

File 17 Location OLD 100  
 File 18 Location OLD 100  
 File 19 Location OLD 100  
 File 20 Location OLD 100

09FEB01 01:00  
 09FEB01 07:00  
 09FEB01 13:00  
 09FEB01 19:00

Test By \_\_\_\_\_

File	17	18	19	20			
Date	09FEB01	09FEB01	09FEB01	09FEB01			
Time	01:00	07:00	13:00	19:00			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
35	+15.0	+15.3	+15.4	+15.2	00.4	Pass	35
36	+14.6	+14.9	+14.7	+14.8	00.3	Pass	36
37	+14.1	+14.5	+14.5	+14.3	00.4	Pass	37
38	+15.6	+15.9	+15.8	+15.8	00.3	Pass	38
39	+14.6	+15.0	+14.7	+14.8	00.4	Pass	39
40	+13.9	+14.0	+14.1	+14.1	00.2	Pass	40
41	+15.0	+15.3	+15.3	+15.3	00.3	Pass	41
42	+13.2	+11.8	+13.0	+11.1	02.1	Pass	42
43	+14.2	+14.4	+14.3	+14.2	00.2	Pass	43
44	+13.8	+14.0	+14.0	+14.0	00.2	Pass	44
45	+13.4	+14.2	+14.2	+14.3	00.9	Pass	45
46	+13.1	+13.7	+13.4	+13.6	00.6	Pass	46
47	+10.7	+11.2	+11.3	+11.2	00.6	Pass	47
48	+12.0	+10.6	+13.0	+09.5	03.5	Pass	48
49	+14.1	+14.0	+14.3	+14.2	00.3	Pass	49
50	+15.0	+15.3	+15.3	+15.3	00.3	Pass	50
51	+13.1	+14.2	+13.0	+14.9	01.9	Pass	51
52	+14.8	+15.1	+14.9	+15.0	00.3	Pass	52
53	+15.3	+15.7	+15.9	+16.0	00.7	Pass	53
54	+15.9	+16.3	+16.1	+16.1	00.4	Pass	54
55	+14.7	+15.3	+15.6	+15.0	00.9	Pass	55
56	+14.6	+14.0	+14.1	+12.8	01.8	Pass	56
57	+14.1	+14.3	+15.0	+15.3	01.2	Pass	57
58	+14.3	+14.8	+14.9	+14.9	00.6	Pass	58
59	+13.4	+14.6	+13.7	+15.0	01.6	Pass	59
60	+15.8	+16.7	+16.7	+16.8	01.0	Pass	60
61	+13.6	+13.6	+13.6	+13.6	00.0	Pass	61
62	+13.5	+13.8	+13.7	+13.8	00.3	Pass	62
63	+16.1	+16.3	+16.5	+16.4	00.4	Pass	63
64	+16.5	+16.7	+16.7	+16.8	00.3	Pass	64
65	+15.3	+15.5	+15.4	+15.2	00.3	Pass	65
66	+15.7	+15.5	+15.1	+15.8	00.7	Pass	66
67	+16.3	+16.6	+16.5	+15.9	00.7	Pass	67
68	+15.4	+15.5	+15.6	+15.5	00.2	Pass	68
69	+17.3	+17.3	+17.3	+17.6	00.3	Pass	69
70	+17.7	+17.7	+17.9	+17.9	00.2	Pass	70
71	+15.7	+15.8	+15.8	+15.7	00.1	Pass	71
72	+18.1	+18.1	+18.1	+17.9	00.2	Pass	72
73	+17.6	+17.8	+17.8	+17.5	00.3	Pass	73
74	+17.1	+17.0	+17.3	+17.1	00.3	Pass	74



# PROOF WORK SHEET

SYSTEM YORKTOWN

TP LOCATION BUTTLERVILLE RD, SOMERS

DATE 2/13/01

NODE ID S-3

TECH 316-302

TP VALUE 8V 2PORT

CASCADE ND,6TK,1DA,2LE=10

CHAN #	VID LVL	VIDEO FRQ	AUD LVL DELTA	AUD FRQ OFFSET	HUM	C/N	CSO	CTB	INBAND CH RESPONSE
5	11.7	77.2624	13.9	4.5	1	49.5	62.6	62.7	MULTI 0.6
9	13.9	187.2625	14.6	4.5	1.2	50.4	66.1	60.9	MULTI 0.8
25	14.9	229.2625	13.6	4.5	0.9	50	66.7	59	MULTI 0.3
29	14.9	253.2626	13.9	4.5	1.3	50.1	65.3	54	MULTI 1.6
33	14.3	277.2618	14.9	4.5	1	48.7	61.8	55	NTC-7 0.2
35	15.2	289.2625	14.5	4.5	1.3	51.2	66.4	57.3	MULTI 0.2
52	13.2	391.2623	14.2	4.5001	1.1	50.7	64.5	55.7	MULTI 1.2
62	13.3	451.2506	14.2	4.5001	1.2	51	64.1	64	NTC-7 0.8
73	14.1	517.25	13.8	4.5001	1	51.9	63.9	60	MULTI 0.6
78	13	547.2622	15	4.5	1.1	51.2	64	64.4	1.6



File 21 Location BUTTLERVILLE  
 File 22 Location BUTTLERVILLE  
 File 23 Location BUTTLERVILLE  
 File 24 Location BUTTLERVILLE

10FEB01 01:00  
 10FEB01 07:00  
 10FEB01 13:00  
 10FEB01 19:00

Test By \_\_\_\_\_

File	21	22	23	24			
Date	10FEB01	10FEB01	10FEB01	10FEB01			
Time	01:00	07:00	13:00	19:00			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
T9	<-22	<-22	<-22	<-22			T9
T10	<-22	<-22	<-22	<-22			T10
02	+14.0	+13.9	+13.8	+13.8	00.2	Pass	02
03	+14.7	+14.8	+14.7	+14.8	00.1	Pass	03
04	+14.9	+15.1	+15.1	+15.1	00.2	Pass	04
05	+14.5	+14.2	+14.5	+14.5	00.3	Pass	05
06	+11.6	+12.8	+12.3	+14.0	02.4	Pass	06
95	<-22	-02.1	<-22	<-22			95
96	<-22	<-22	<-22	<-22			96
97	<-22	<-22	<-22	<-22			97
98	<-22	<-22	<-22	<-22			98
99	+14.6	+14.6	+13.2	+14.7	01.5	Pass	99
14	+14.6	+14.6	+14.6	+14.6	00.0	Pass	14
15	+14.3	+14.3	+14.3	+14.3	00.0	Pass	15
16	+14.3	+14.2	+14.4	+14.3	00.2	Pass	16
17	+14.8	+14.9	+14.8	+15.0	00.2	Pass	17
18	+14.8	+14.5	+14.8	+14.5	00.3	Pass	18
19	+15.8	+15.8	+15.7	+15.8	00.1	Pass	19
20	+16.2	+16.2	+15.9	+16.1	00.3	Pass	20
21	+16.3	+16.1	+16.1	+16.2	00.2	Pass	21
22	+16.5	+16.5	+16.4	+16.4	00.1	Pass	22
07	+16.5	+16.5	+16.4	+16.4	00.1	Pass	07
08	+17.0	+16.8	+16.9	+17.0	00.2	Pass	08
09	+17.2	+17.2	+17.2	+17.3	00.1	Pass	09
10	+17.4	+17.4	+17.2	+17.6	00.4	Pass	10
11	+17.5	+17.5	+17.6	+17.5	00.1	Pass	11
12	+17.6	+17.5	+17.5	+17.5	00.1	Pass	12
13	+17.6	+17.3	+17.5	+17.5	00.3	Pass	13
23	+18.0	+18.1	+18.0	+18.0	00.1	Pass	23
24	+18.3	+18.3	+18.4	+18.4	00.1	Pass	24
25	+18.4	+18.6	+18.6	+18.6	00.2	Pass	25
26	+18.5	+18.6	+18.7	+18.6	00.2	Pass	26
27	+18.9	+18.7	+18.9	+18.9	00.2	Pass	27
28	+18.5	+18.7	+18.7	+18.7	00.2	Pass	28
29	+18.3	+18.2	+18.3	+18.3	00.1	Pass	29
30	+19.1	+19.2	+19.2	+19.2	00.1	Pass	30
31	+18.4	+18.0	+18.0	+18.2	00.4	Pass	31
32	+19.8	+19.7	+19.8	+19.8	00.1	Pass	32
33	+18.6	+18.6	+18.5	+18.6	00.1	Pass	33
34	+17.1	+17.5	+18.0	+17.3	00.9	Pass	34

File 21 Location BUTTLERVILLE  
 File 22 Location BUTTLERVILLE  
 File 23 Location BUTTLERVILLE  
 File 24 Location BUTTLERVILLE

10FEB01 01:00  
 10FEB01 07:00  
 10FEB01 13:00  
 10FEB01 19:00

Test By \_\_\_\_\_

File	21	22	23	24			
Date	10FEB01	10FEB01	10FEB01	10FEB01			
Time	01:00	07:00	13:00	19:00			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch =
35	+19.0	+19.0	+19.0	+19.0	00.0	Pass	35
36	+18.9	+18.9	+18.8	+19.1	00.3	Pass	36
37	+18.7	+18.6	+18.5	+18.3	00.4	Pass	37
38	+19.2	+19.2	+19.2	+19.3	00.1	Pass	38
39	+18.8	+18.8	+18.8	+18.7	00.1	Pass	39
40	+18.2	+17.9	+18.1	+18.3	00.4	Pass	40
41	+18.7	+18.4	+18.5	+18.8	00.4	Pass	41
42	+15.7	+16.5	+16.5	+16.1	00.8	Pass	42
43	+18.9	+18.7	+18.7	+18.7	00.2	Pass	43
44	+18.2	+18.1	+17.9	+18.1	00.3	Pass	44
45	+18.0	+18.0	+17.8	+17.9	00.2	Pass	45
46	+18.0	+18.0	+17.7	+17.9	00.3	Pass	46
47	+17.8	+17.9	+17.9	+18.0	00.2	Pass	47
48	+16.7	+16.9	+17.4	+16.5	00.9	Pass	48
49	+18.3	+18.3	+18.3	+18.2	00.1	Pass	49
50	+18.5	+18.3	+18.4	+18.5	00.2	Pass	50
51	+16.9	+15.9	+14.7	+16.6	02.2	Pass	51
52	+17.2	+17.1	+17.2	+17.1	00.1	Pass	52
53	+17.4	+17.2	+17.1	+17.3	00.3	Pass	53
54	+18.2	+17.6	+17.9	+17.9	00.6	Pass	54
55	+17.6	+16.8	+17.3	+16.8	00.8	Pass	55
56	+17.7	+17.6	+17.8	+16.2	01.6	Pass	56
57	+15.9	+17.8	+17.2	+17.4	01.9	Pass	57
58	+17.0	+17.0	+17.0	+16.9	00.1	Pass	58
59	+16.6	+16.4	+16.8	+15.7	01.1	Pass	59
60	+17.5	+17.3	+17.1	+17.3	00.4	Pass	60
61	+17.7	+17.7	+17.7	+17.8	00.1	Pass	61
62	+17.7	+17.6	+17.4	+17.7	00.3	Pass	62
63	+17.9	+17.7	+17.7	+17.8	00.2	Pass	63
64	+15.9	+16.9	+14.5	+17.0	02.5	Pass	64
65	+16.2	+17.4	+17.7	+17.4	01.5	Pass	65
66	+16.3	+17.7	+18.0	+18.1	01.8	Pass	66
67	+17.3	+17.7	+17.4	+17.7	00.4	Pass	67
68	+18.3	+18.1	+18.0	+17.9	00.4	Pass	68
69	+18.5	+18.4	+18.3	+18.4	00.2	Pass	69
70	+19.6	+19.4	+19.4	+19.5	00.2	Pass	70
71	+19.0	+18.8	+18.5	+18.9	00.5	Pass	71
72	+20.5	+20.6	+20.6	+20.7	00.2	Pass	72
73	+20.1	+19.7	+19.7	+20.1	00.4	Pass	73
74	+19.6	+19.6	+19.4	+19.4	00.2	Pass	74

File 21 Location\_\_\_ BUTTLERVILLE  
File 22 Location\_\_\_ BUTTLERVILLE  
File 23 Location\_\_\_ BUTTLERVILLE  
File 24 Location\_\_\_ BUTTLERVILLE

Test B..

10FEB01 01:00  
10FEB01 07:00  
10FEB01 13:00  
10FEB01 19:00

# AFFIDAVIT OF PUBLICATION

EXHIBIT II

## from The Journal News

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

### Northern Area

Arnawalk	North Salem
Armonk	Ossining
Baldwin Place	Peekskill
Bedford	Pound Ridge
Bedford Hills	Purdys
Briarcliff Manor	Shenorock
Buchanan	Shrub Oak
Chappaqua	Somers
Crompond	South Salem
Cross River	Verplanck
Croton Falls	Waccabuc
Croton on Hudson	Yorktown Heights
Goldens Bridge	Brewster
Granite Springs	Carmel
Jefferson Valley	Cold Spring
Katonah	Garnison
Lincolndale	Lake Peekskill
Millwood	Mahopac
Mohegan Lake	Mahopac Falls
Montrose	Putnam Valley
Mount Kisco	Patterson

### Central Area

Ardsley	Pleasantville
Ardsley on Hudson	Port Chester
Dobbs Ferry	Purchase
Elmsford	Rye
Greenburgh	Scarsdale
Harrison	Tarrytown
Hartsdale	Thornwood
Hawthorne	Valhalla
Irvington	White Plains
Larchmont	Hastings on Hudson
Mamaroneck	

### Southern Area

Mount Vernon	Eastchester
Yonkers	New Rochelle
Tuckahoe	Pelham
Bronxville	

### Rockland Area

Suffern	Pomona
Blauvelt	Sloatsburg
Congers	Sparkill
Garnerville	Spring Valley
Haverstraw	Stony Point
Hilborn	Tallman
Nanuet	Tappan
New City	Theis
Nyack	Tomkins Cove
Orangeburg	Valley Cottage
Palisades	West Haverstraw
Pearl River	West Nyack
Piermont	

LOLA HALL

being  
duly sworn, says that he/she is the principal clerk of The Journal News, a newspaper published in the County of Westchester and State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper indicated on the left and on the dates checked below:

Year <u>2002</u>																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June										X							X
	19	20	21	22	23	24	25	26	27	28	29	30	31				

Signed

Public Hearing  
Franchise Renewal

Please take notice that the Board of Trustees of the Village/Town of Mount Kisco will conduct a public hearing on June 24, 2002 at 7:00 pm at the Mount Kisco Municipal Building, 104 Main Street, Mount Kisco, NY 10549, to afford all interested parties an opportunity to be heard concerning the renewal of the franchise currently held by CSC Holdings, Inc. and its transfer to Cablevision Systems Westchester Corporation. Copies of the renewal application are available for public inspection during normal business hours at the office of the Village Manager, 104 Main Street, Mount Kisco, NY 10549.

Dated: June 4, 2002

By Order of the Mount Kisco Board of Trustees  
Patricia Dwyer,  
Village Manager

Sworn to before me

this 19 day

Mary

Notary Public, Westchester County

MARY A. DeMANE  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 4830671  
QUALIFIED IN WESTCHESTER COUNTY  
TERM EXPIRES JULY 31, 2005

rededication/relocation project of the Columbus Statue, which was tentively scheduled for October 13, 2002.

Trustee DiChiara advised that the next Buildings and Grounds was scheduled for July 16<sup>th</sup>. He would have a report at the next Village Board meeting.

Trustee Romeo advised that the next Code Enforcement Review Committee was tentively scheduled for September 11<sup>th</sup>.

Mayor Reilly noted that she had nothing new to report just the regular day to day business.

**6) Old Business**

**A. Resolution authorizing the Mayor to sign the Cablevision Franchise Renewal Agreement.**

Motion made by Trustee Romeo and seconded by Trustee Vetare-Civitello authorizing the Mayor to sign the Cablevision Franchise Renewal Agreement.

Motion Adopted

Mayor Reilly	Aye
Trustee Romeo	Aye
Trustee Cindrich	Aye
Trustee DiChiara	Aye
Trustee Vetare-Civitello	Aye

**B. Request for relief from special assessment district re: McDonald Property 88-92 Lexington Ave.**

The property owner Mr. Daniel McDonald stated that he was placed in the special assessment district for the Business Improvement District. He stated that when he was placed in the "BID" he was not fully aware of the tax implications. He stated that he didn't think he should be included in this district because he was not a business, nor did he utilize any of the municipal parking. He stated that the district was set-up for commercial in the business district, and his property was a multi-family dwelling apartment building. He stated that he met with the Village Manager a few weeks ago to ask for some type of relief from this special assessment and Ms. Dwyer suggested to him that he talk to the Village Board of Trustee.

Mayor Reilly asked when Mr. McDonald purchased the property.

Mr. McDonald replied that he has owned the property since 1984 and his family has owned the property since 1920. He stated that this additional assessment raised his town tax by 33%.

Mr. Romeo asked what was the current zoning for this property.

Mr. McDonald stated that it was zoned "Commercial District-1".

Ms. Dwyer stated that the Village created the Business Improvement District in in 1992 for the Village Center Parking Improvement District. The district was created to encompass all properties in CB-1 throughout the downtown district. The businesses would pay 62 ½% of the assessment for the improvement to the parking areas and the Village at large would pay the balance 37 ½%. Ms. Dwyer stated that prior to this adoption several public hearings were held for public comment on the apportionment. Ms. Dwyer stated that Mr. McDonald's apportionment of his special assessment for the year 2002 is \$972.86. Ms. Dwyer stated that since 1992 the Village Center Parking Improvement District has been expanded to share some of the expenses associated with this district (Annie Says and Party City). Ms. Dwyer noted that properties had never been removed from the Business Improvement District given the Village's determination that there was a benefit to these parcels in the district. Ms. Dwyer stated that Mr. McDonald's only relief would have to come from the Village Board because it was a local law. Ms. Dwyer stated that it was Mr. McDonald's prerogative to use his property as residential even though it was zoned for commercial use.

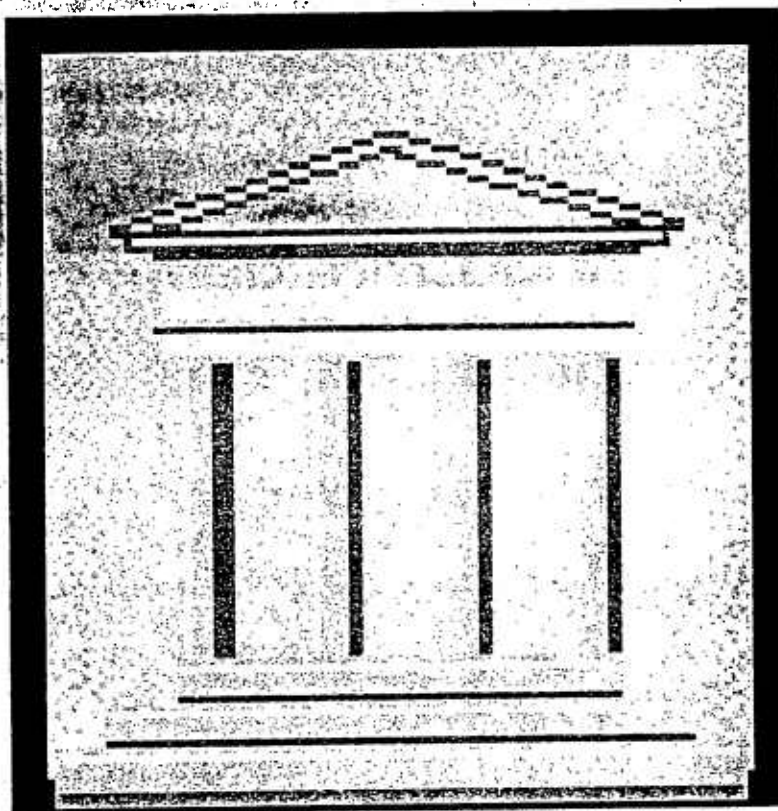
Mayor Reilly asked Mr. McDonald if the \$972.86 was the total tax or the assessment for the Business Improvement District.

Mr. McDonald replied that the \$972.86 was for the BID, it was in addition to his regular Town Taxes. His total Village Tax was approximately \$4,000.00, which includes the special assessment for Shoppers Park.

Mayor Reilly stated that the property had value because it was zoned commercial, even though Mr. McDonald was using the property as a multi-family rental.

***Town/Village of Mount Kisco  
and  
Cablevision Systems Westchester Corp.***

***FRANCHISE AGREEMENT***



***The Honorable Patricia M. Reilly, Supervisor  
The Honorable J. Michael Cindrich, Trustee  
The Honorable Peter DiChiara, Trustee  
The Honorable Richard P. Romeo, Trustee  
The Honorable Elizabeth Vetare-Civitello, Trustee  
Ms. Patricia Dwyer, Manager***

***Emilie Spaulding, Cablevision  
Adam Falk, Esq., Cablevision***

**A FRANCHISE RENEWAL AGREEMENT**

**between the**

**Village/Town of Mt. Kisco  
Westchester County, State of New York**

**and**

**Cablevision Systems Westchester Corporation**

## INDEX TO FRANCHISE

1.0 DEFINITION OF TERMS

### PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE  
3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE  
4.0 TERRITORIAL LIMITS  
5.0 FRANCHISE SUBJECT TO LAW AND REGULATION  
6.0 CONDITIONS ON USE OF STREETS AND PUBLIC  
    GROUNDS  
7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE  
8.0 DEFAULT, REVOCATION, TERMINATION,  
    ABANDONMENT  
9.0 SEVERABILITY  
10.0 EFFECTIVE DATE AND TERM

### PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND  
    REGULATIONS  
12.0 SYSTEM SPECIFICATIONS  
13.0 SYSTEM PERFORMANCE STANDARDS  
14.0 SYSTEM MAINTENANCE AND REPAIR

### PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION  
16.0 MUNICIPAL AND SCHOOL SERVICE  
17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL  
    ACCESS



PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

- 18.0 FRANCHISE FEE
- 19.0 INDEMNITY AND INSURANCE
- 20.0 RATES AND CHARGES
- 21.0 EMPLOYMENT PRACTICES
- 22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT  
AND INSPECT SYSTEM
- 23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S  
BOOKS AND RECORDS
- 24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE  
MUNICIPALITY
- 25.0 MANDATORY RECORD KEEPING
- 26.0 MUNICIPAL EMERGENCIES

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS  
AND CUSTOMER SERVICE REQUIREMENTS

- 27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND  
REGULATION
- 28.0 EMPLOYEE IDENTIFICATION/TRAINING
- 29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM
- 30.0 MISCELLANEOUS PROVISIONS

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

- 31.0 PERIODIC PERFORMANCE EVALUATION SESSIONS
- 32.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE  
FRANCHISE PROVISIONS
- 33.0 COMPETITIVE FAIRNESS
- 34.0 APPROVAL OF THE COMMISSION

A FRANCHISE RENEWAL AGREEMENT  
between the  
Village/Town of Mt. Kisco, Westchester County, State of New York  
and  
Cablevision Systems Westchester Corporation

WHEREAS, the Village/Town of Mt. Kisco (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, CSC Holdings, Inc., as successor in interest to A-R Cable Investments Inc., having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, as part of the franchise renewal, CSC Holdings, Inc. has advised the Municipality that it also seeks to transfer the franchise to Cablevision Systems Westchester Corporation ("Franchisee"); and,

WHEREAS, the Municipality and franchisee have complied with all Federal and State-mandated procedural and substantive

requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible; and;

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission, as of the effective date of this agreement and as may be hereafter amended.

#### THEREFORE

The Municipality and Franchisee agree as follows:

#### 1.0 DEFINITION OF TERMS

1.1 "Area Outage": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a

location affecting five or more subscribers.

**1.2 "Cable Service":** the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934.

**1.3 "Capability":** the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.

**1.4 "Communications System"** (herein also referred to as "System"): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.

**1.5 "FCC":** the Federal Communications Commission.

1.6 "Franchise": the rights and obligations described in this document, and used interchangeably with the term "Agreement".

1.7 "Franchise Fee": the fee paid by the "Franchisee" to the "Municipality" in exchange for the rights granted pursuant to the "Franchise."

1.8 "Franchisee": Cablevision Systems Westchester Corporation, and its lawful successors and assignees.

1.9 "Gross Revenue": The total annual subscription payments (including payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee", but, not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, bad debt, refunds, franchise fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this "Agreement". The term "Gross Revenue" shall not include revenue received by Franchisee for the provision of cable modem services over the Cable System. The

Franchisee and the Municipality agree, however, that should the FCC decide that cable modem services over a cable system are "cable services" as defined under applicable federal law, or should a court of competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals related thereto, the Municipality shall be entitled to amend this Agreement in the manner prescribed under applicable State law or this Franchise to include recurring monthly subscriber receipts from the provision of such services as "Gross Revenue," and Franchisee agrees to pay Franchise Fees on such receipts, on a going forward basis, effective the date of issuance of an order from the NYSPSC approving such amendment.

1.10 "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.11 "State": the State of New York.

## PART I -- THE FRANCHISE

### 2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with the Municipality's generally applicable local laws, ordinances, rules and regulations.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of the various generally applicable codes and ordinances of the Municipality regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction.

2.4 No privilege or power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

### 3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement is non-exclusive and shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject to the terms of this Agreement

### 4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

### 5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject



to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as of the effective date of this Agreement and as may be amended from time to time.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations necessary for the health, safety and general welfare of the public. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations of general applicability to all business entities as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise.

Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.5 The Municipality's Village Manager shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

## 6.0            CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with the generally applicable ordinances, local laws and regulations of the Municipality. To the extent that the Municipality's existing generally applicable laws, rules or regulations require reimbursement of the Municipality by all utilities who perform work in the public right of way, this Franchise shall not be construed as a waiver, and Franchisee shall be subject to such requirement and reimburse the Municipality for all reasonable costs incurred by the

Municipality in connection therewith.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 All structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with the generally applicable local laws and ordinances, rules and regulations, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced.

6.6 All structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated,

or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this Franchise does not establish priority for use over other present or future permit or Agreement holders or the Municipality's own use of the streets and public grounds. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances and necessary in the public interest.

6.8 Nothing in this Agreement shall hinder the right of the

Municipality or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

#### 7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 No change in control of Franchisee, or this Franchise shall occur without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed.

7.2 At least one-hundred twenty (120) days before a proposed change of control is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent of such proposal. If the Municipality fails to render a final decision on the request for a change of control within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree to an extension of time.

7.3 The Municipality may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the franchise hereunder and in deciding whether to grant the petition:

- a) the experience of proposed assignee or transferee;
- b) the managerial and technical qualifications of proposed assignee or transferee;
- c) the legal integrity of proposed assignee or transferee;
- d) the financial ability and stability of the proposed assignee or transferee;
- e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;
- f) the likely effects of the transfer or assignment on the

health, safety, and welfare of the citizenry of the community relative to the operation of the System.

7.4 Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such other information as is required pursuant thereto.

7.5 In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth the specific reasons for its decision in writing by municipal resolution.

7.6 No consent from the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the Franchisee, including a change of ownership or control of Franchisee or of this Franchise to Cablevision Systems Corporation, Cablevision Systems Westchester Corporation or to another subsidiary of Cablevision Systems Corporation.

#### 8.0        DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 The Municipality may revoke this franchise and all



rights of Franchisee hereunder for any of the following reasons:

a) Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

c) Franchisee attempts or does practice a fraud or deceit in its securing of this Franchise; or

d) Franchisee practices fraud or displays repeated

negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's franchise fee; or

e) Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute; in which case the payments in question will be put in escrow until the dispute is settled; or

f) Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

g) Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

8.2 For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise: Section 7; Section 10; Section 12.3; Section 15; Section 16; Section 17.

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the Municipality shall have adopted a resolution setting forth the cause and reason for the revocation and the effective date thereof. Such resolution shall not be adopted until after the expiration of

sixty (60) days prior written notice to Franchisee and an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such resolution.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in 8.4, Franchisee may be excused from its obligations in the Franchise herein during the course of any such events or conditions, only upon notice to the Municipality. Such notice shall include clear evidence as to how such events have prevented Franchisee from meeting its obligations. The time specified for performance of Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be agreed by the Municipality and Franchisee.

8.6 Franchisee shall not abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality.

8.7 Upon expiration, termination or revocation of this franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in connection with the services authorized herein, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification to provide telecommunications.

## 9.0 SEVERABILITY

9.1 Should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

## 10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 The term of this Agreement shall be ten (10) years from the effective date.

## PART II -- THE SYSTEM

### 11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall at all times comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State

occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the system shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

## 12.0      SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

12.2 All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner.

12.3 Franchisee's system shall provide for a minimum channel capacity of not less than eighty-three (83) channels on the effective date of this Agreement. In accordance with the

requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall incorporate equipment capable of providing standby powering of the System so as to minimize Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide service throughout the territorial limits of the

Municipality. The System shall be so constructed so as to be capable of providing service to throughout the territorial limits of the Municipality at Franchisee's costs and expense, subject to the provisions of Section 15.1. The Franchisee shall extend the System to any commercial or business customer which Franchisee is authorized to serve, subject to the provisions of Section 15.1(b).

#### 13.0        SYSTEM PERFORMANCE STANDARDS

13.1 All signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction.

13.2 Operation of the System shall be such that no interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality.

#### 14.0        SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.



14.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

### PART III -- THE SERVICE

#### 15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide service within the Municipality upon the lawful request of any and all persons who

Village Town of Mt. Pleasant Franchise Agreement  
June 14-87

are owners or tenants of residential property within the Municipality, subject to the following:

a) With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge.

b) All commercial structures within the territorial limits of the Municipality shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts where applicable, to the extent permitted under federal and State law.

#### 16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Franchisee shall provide one (1) installation of broadcast basic cable television service without monthly service charge to one (1) receiver location in each municipal building, school, and library, subject to the applicable rules and regulations of the FCC and the NYSPSC, as set forth below:

(a) Franchisee shall, without charge, make one (1) aerial connection for basic service, as provided below, into the internal R.F. distribution system of each municipal office building, library and school within the Municipality (hereinafter singly or collectively referred to as the "premises"). Franchisee shall make a connection at one outlet in each such premise for the purpose of enabling the said premises to distribute the basic cable television service. Where such premises consist of more than one building, only one tie-in and connection shall be made.

(b) Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution system of the premises. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution system is completed, and the responsibility for performance of the internal R.F. distribution system, and for distribution of the transmissions throughout such system shall be solely that of

the premises. Franchisee makes no representation or warranty as to the ability of such distribution System to carry the programs transmitted over its Cable System. However, Franchisee will offer, without charge, technical consulting services to the premises in order to make the internal system work effectively for the purpose intended herein.

(c) The procedure for making such connections shall be as follows: Connections will be made at the time when Franchisee is serving the area within which the premises is located. At such time, Franchisee shall send written notification of the provisions of this paragraph to such premises. Thereafter, upon written request from the recipient official, Franchisee will make the above described tie-in and connection to the internal distribution System of such premises. Where Franchisee is serving the area but the premises to be connected with an aerial installation is located more than 500 feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond 500 feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such costs shall be submitted to said recipient, in writing, before installation is begun.

(d) As used in this Agreement, the terms:

(i) "school" shall mean those educational institutions within the Municipality chartered by the New York State Board of

Regents pursuant to the New York Education Law; and

(ii) "library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

(iii) "municipal buildings" shall mean the Municipality's Village/Town Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as designated in Exhibit A herein.

16.2 When high-speed Internet access via cable modem service from Franchisee becomes commercially available to residential customers within the Municipality, Cablevision shall provide to the Municipality, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to the Municipality's Village Police Station the "designated building"). The Municipality shall be permitted, at its own cost, to network up to three (3) additional personal computer terminals in the designated building (four computers in total) to the cable modem provided by Franchisee.

#### 17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial

public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality, and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policy. Should Franchisee's said policies be inconsistent with the standards established in Section 595.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.3 Definitions and Miscellaneous.

a) The term "public access channel" means a channel designated for noncommercial use by residents of the Municipality on a nondiscriminatory basis. To the extent such channel is shared with other municipalities, it may similarly be used for noncommercial purposes by residents of such other towns and villages as well.

b) The term "educational access channel" means a channel designated for noncommercial use by the Municipality's school districts and not-for-profit educational institutions located within the Municipality that are chartered or licensed by the New York State Education Department or Board of Regents. To the extent such channel is shared with other municipalities, it may

be used for noncommercial purposes by similarly qualified school districts and not-for-profit educational institutions within such other towns and villages as well.

c) The term "government access channel" means a channel designated for noncommercial use by municipal, county and State government, or agencies thereof. To the extent such channel is shared with other municipalities, it may be used for noncommercial governmental purposes by such other towns and villages as well.

d) The term "local use" means noncommercial use by residents of the Municipality including school districts and not-for-profit educational institutions in the Municipality and municipal, county and State governments, or agencies thereof.

e) The term "access cablecast day" means a day or part thereof during which public, educational or governmental access facilities are available for PEG use.

17.4 Designation of channels. Franchisee shall designate channel capacity for PEG access as follows:

a) The Franchisee shall designate (i) at least one full-time activated public access channel; (ii) at least one

full-time activated government/educational access channel; and  
(iii) one additional full-time activated channel for educational/governmental use whenever the first channel so designated shall have been used for such educational and governmental programming on the average of at least 12 hours per day during any 90-day period; provided, however, that the calculation of such average shall not include any day when the unavailability of PEG access facilities precludes achieving such programming level. In the event that two channels for educational and governmental use are required by this Section, one channel shall be designated the educational access channel and one channel shall be designated the governmental access channel; provided, however, that either channel may be used for either purpose if necessary to satisfy the demand for channel time.

17.5 Administration and Use of Public Access Channel. The public access channel shall be operated and administered by the entity designated by the Municipality or, until such designation is made, by Franchisee; provided, however, that the Municipality may designate such entity at any time by a resolution duly adopted by the Municipality, or by written notice of the Municipality or such person authorized to provide such notice on behalf of the Municipality. The Municipality understands that several municipalities in Franchisee's service area currently share the public access channel. Accordingly, the Franchisee



shall continue to administer the shared public access channel, unless all the municipalities who share the use of the public access channel shall agree to a shared-services arrangement for the administration of said public access channel between them.

17.6 Administration and Use of Government and Educational Access Channel(s). The educational and governmental access channel or channels shall be operated and administered by the Municipality, or in its discretion, any entity appointed or designated by the Municipality, in accordance with federal and State law and regulation. The Municipality understands that several municipalities in Franchisee's service area currently share the government/educational access channel. Should the Municipality continue to share the government/educational access channel with one or more school districts and/or local governments in the area, administration of such channel(s) shall remain on a cooperative basis between such entities, as they may mutually desire.

17.7 Channel time shall be scheduled on the public access channel by the entity responsible for the administration thereof on a nondiscriminatory basis. In the event that the Municipality, or an entity designated by the Municipality operates and administers the public access channel, it may adopt rules for such access use, consistent with federal and State law.

Should Franchisee continue to operate and administer such channel it may similarly adopt rules related to the operation and administration of such public access, consistent with federal and State law.

17.8 The Franchisee shall not exercise any editorial control over any lawful public, educational or governmental use of channel capacity designated for PEG purposes.

17.9 The Municipality shall not exercise any editorial control over any use by the public of a public access channel except as may be permitted by law.

17.10 Channels designated for PEG use shall be included in the lowest level of service offered by the Franchisee.

17.11 Franchisee shall be permitted to use time on one or more PEG access channels whenever there are no blank channels available on the same level of service which includes the PEG channel(s) and whenever such PEG channel(s) is not scheduled for use at least 72 hours in advance of such time or times desired by the Franchisee; provided that any use of such PEG channel(s) by the Franchisee shall at all times be subordinate to designated PEG use and shall terminate or be preempted by PEG programming scheduled at least 72 hours in advance. All non-access

programming on PEG channels shall be identified as such by an appropriate announcement made prior to and following each non-access use. Notwithstanding the foregoing, at such time as any PEG channel has been programmed for a daily average of eight hours or 50 percent of the hours of access cablecast days, whichever is less, during any 90-day period, use of such channel by the Franchisee shall be suspended for such time as such minimum PEG use of such channel is maintained.

**17.12 Educational and Governmental Access Capital Support.**

As capital support to the Municipality's PEG access efforts, within 60 days of the effective date of this Franchise, Franchisee shall provide to the Municipality the equipment as provided in Exhibit B, to allow for the production of educational and governmental access programming on Franchisee's Cable System.

**17.13 Public Access Production Facilities.** Subject to the reasonable requirements of the Franchisee, including notice and scheduling procedures, Franchisee agrees to continue to make available public access production facilities and training available for non-commercial use at no charge to residents of the Municipality who desire to produce public access programs.

**17.14** Within six (6) months from completion of cable infrastructure improvements necessary to permit the Municipality to utilize the existing government-educational access channel for

cablecasting of discrete programming shown solely to Franchisee's subscribers in the Municipality, Franchisee agrees, upon request of the Municipality, to substitute the existing shared government/ educational access channel to the Municipality for its exclusive use.

#### PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

##### 18.0 FRANCHISE FEE

18.1 Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Revenue for the preceding year. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

18.2 Each semi-annual payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis for the computation of the payment.

18.3 Franchisee shall not to deduct from the Franchise Fee the Municipality's portion of the special franchise tax paid to the Village under Section 626 of the New York State Real Property



patent rights arising from Franchisee's performance under this Agreement. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.

19.3 Each insurance policy shall bear the name of the Municipality as an additional insured.

19.4 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.5 Not later than sixty (60) days after the effective date of this Agreement, Franchisee shall furnish to the Municipality certificates of insurance in conformity with the requirements of this Franchise.

19.6 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within

the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A+. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Agreement. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld.

#### 20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall, at all times, comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

20.3 Franchisee shall offer a discount of \$1.50 off the monthly service charge to senior citizens, sixty-two (62) years of age and older who are heads of household and receive the

broadcast basic stand-alone service from Franchisee. Such discount shall not be available to senior citizens that receive a monthly discounted bulk rate from the Franchisee for Cable Service. The Franchisee may at its discretion, require participating senior citizens to furnish proof of qualification in such form as it may determine to be necessary to demonstrate eligibility for such senior citizen discount program.

#### 21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

#### 22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and



authority to test or require Franchisee to test, analyze, and report on the performance of the System. Franchisee shall cooperate fully with the Municipality in performing such testing.

a) In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the Municipality for the costs of such designee.

b) The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.3 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

22.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit

examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

### 23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

**24.0      REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY**

**24.1** Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.4.

**24.2** Franchisee shall furnish to the Municipality such additional information and records with respect to the operation, affairs, transactions or property of the System and the service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

**25.0      MANDATORY RECORD KEEPING**

**25.1** Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

**25.2** The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Section 24.4.

25.4 If any of the records described in this Franchise are proprietary in nature or must be kept confidential under federal, State, or local law, upon written request by the Franchisee, such information shall be treated as confidential, and to the extent consistent with applicable law, such records shall be made available for inspection purposes only to those persons within the Municipality who must have access to such information in order to perform their duties on behalf of the Municipality.

#### 26.0        MUNICIPAL EMERGENCIES

26.1 Franchisee shall participate, to the extent required by law, rule or regulation in national or regional emergency alert Systems. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Municipality on a shared basis with other municipalities in the region.

### PART V    --    FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS

#### AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities, including but not limited to sections 590.60 through 590.92 of the NYSPSC Rules and Regulations, as may be amended. 9NYCRR§590.60 through 9NYCRR§590.92. A copy of such regulations as of the effective date of this Franchise is attached hereto as Exhibit C.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone System that shall meet, at a minimum, the standards set by federal and State law.

29.2 Franchisee shall have the ongoing responsibility to insure that the telephone System utilized meets the customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone Systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone System performance commonly used in the industry, and other relevant factors.

### 30.0 MISCELLANEOUS PROVISIONS

30.1 Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S. C. Sec. 552).

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

31.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

31.1 Upon thirty (30) day notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such session shall not be initiated sooner than one year after the close of a previously conducted performance evaluation session. All performance evaluation meetings shall be open to the public.

31.2 Topics which may be discussed at any performance evaluation session may include, but not be limited to, System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

31.3 During review and evaluation, Franchisee shall fully cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review.

31.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

32.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified by the Municipality and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

32.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement.

33.0 COMPETITIVE FAIRNESS

33.1 In the event that the Municipality grants one (1) or more



franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to be necessary to insure fair and equal treatment by this Agreement and said other Agreements.

33.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the franchise. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisees belief that certain provisions

of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

#### 34.0 APPROVAL OF THE NYSPC

34.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, or its successor agency, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, or its successor agency, and the FCC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed  
this Agreement as of the date written below.

Village/Town of Mt. Kisco

BY: *Patricia M. Kelly*  
Mayor

Cablevision Systems Westchester Corporation

By: *Tom Roush*  
*OR* Area Vice President

Date: *August 22 2002*

## Exhibit B

<u>QUAN.</u>	<u>DESCRIPTION</u>	<u>MAKE</u>
1 FIBER / MAKE READY INSIDE PLANT TO AIR		RADIANT OR BNI
2 COLOR MONITOR FOR PREVIEW / PROGRAM / INCLD RACKMT		JVC
2 MONITOR RECIEVER FOR OFF SYSTEM MONITOR		PANASONIC
1 EVENT CONTROLLER		LEIGHTRONIX
2 q-SVHS deck		PANASONIC
2 DECK CONTROLLER	ag-1340	LEIGHTRONIX
2 RACK MOUNT		MIDDLE ATLANTIC
1 DV RECORDER / PLAYER		PANASONIC
1 DECK CONTROLLER	PANASONIC	LEIGHTRONIX
1 RACK MOUNT		MIDDLE ATLANTIC
1 AUDIO MIXER	8 CHANNEL	SHURE
1 AUDIO MIXER	4 CHANNEL	SHURE
1 CD PLAYER 5 DISK		SONY
1 RACK MOUNT		MIDDLE ATLANTIC
1 AUDIO AMP	PA SYSTEM	QSC
1 EQUALIZER	31 BAND FOR ROOM	SAMSON
1 AUDIO AGC		SYMETRIX
1 TIME BASE CORRECTOR		DPS
1 MESSAGE GENERATOR		MAGICBOX
1 MODEM	CABLE OR DIAL UP	OPEN
2 ADDITIONAL SITE LISCENSE		MAGICBOX
1 CAMERA		PANASONIC
1 TRIPOD		BOGEN
1 BOX DV TAPE	83 MIN	PANASONIC
1 BOX SVHS	180 MIN	MAXELL
8 GOOSENECK DESK MICS		SHURE
3 HAND HELD MICS		ELECTRO VOICE/ TELEX
1 SHOTGUN TYPE MIC		AUDIO TECHNICA
4 DESK STANDS		ATLAS
2 FLOOR STANDS		ATLAS
1 SNAKE	8 CHANNEL X 20 FT	PROCO
8 MIC CABLE	CANARE XLR M>F 3 25 FT	MARKERTEK
2 MIC CABLE	CANARE XLR M>F 3 75 FT	MARKERTEK
1 VIDEO PROJECTOR	FOR EDISPLAY	MITUBUSHI
1 SCREEN	DA-LITE VIDEO SPECTRA MODEL B	DA-LITE
1 STAND	VIDEO PROJECTOR STAND	BRETTFORD

Subject to change due to availability

## Exhibit C

### CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS

**§590.60 Applicability.** Every cable television company shall comply with the customer service standards set forth in this Part. Additional standards not inconsistent with federal or state law may be established by municipal franchising authorities.

#### Historical Note

*Sec. filed Jan 18, 1979; and, filed October 16, 1979 eff. Oct 16, 1979.*

*Historical notes to be amended and cited in 9NYCRR June 95*

#### §590.61 Definitions.

- (a) Basic subscriber channel shall mean any channel which is provided as part of the basic monthly service rate.
- (b) Billing dispute shall mean a disagreement between a subscriber and cable television company concerning:
  - (1) credits for payments made by the subscriber to the cable television company;
  - (2) credit or refund for service outage;
  - (3) errors in billing amount; or
  - (4) assessment of late charges.
- (c) Home wiring shall mean the internal wiring contained within premises of a subscriber which does not include any active elements such as amplifiers, converters or decoder boxes or remote control units.
- (d) Cable Television system shall have the meaning as defined in Section 596.1(c) of this subtitle.
- (e) Collection charge shall mean a fee or charge imposed upon a subscriber by a cable television company for its efforts at collecting or attempting to collect a past due account by personal visit at a subscriber's home or place of business.
- (f) Commission shall mean the New York State Commission on Cable Television.
- (g) Downgrade charge shall mean a charge imposed upon a subscriber for implementing a request by the subscriber for a change in service to a less expensive tier than the tier currently subscribed to.
- (h) Late charge shall mean a charge which is added to a cable television subscriber's account or bill for nonpayment of a previously due account.
- (i) Local office shall mean the business office of the cable television company serving the municipality in which a billing dispute arises.
- (j) Normal business hours shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and or some weekend hours.
- (k) Normal operating conditions shall mean those service conditions which are within the control of the cable company. Those conditions which are not within the control of the cable company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable company include, but are not limited to, special promotions, pay-per-view events, rate increases, etc.

peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iv) Service call shall mean any work requiring the visit of a cable television representative to the point of service and any appointment requiring the presence of the subscriber, including but not limited to, installations, repairs and additional outlets.

(vii) Service interruption shall mean the loss of picture or sound of one or more cable channels.

(viii) Service outage shall mean a loss of picture or sound on all basic subscriber channels or on all channels provided on any other service tier or on one or more premium channels which is not caused by the subscriber's television receiver or the subscriber.

(xi) Small cable television systems shall have the meaning as defined in Section 596.1(c) of this Subtitle.

#### Historical Note

*Sec. filed Jan 18, 1979; and, filed October 16, 1979, and, filed Dec 22, 1989 eff. Jan 12, 1990, amended (a)-(k), added (h), and, filed Apr 23, 1990 and Aug 31, 1990, and (h) (see 590.69A(f), later renamed 590.74(j)).*

*Historical note to be amended and cited in 9NYCRR June 1995.*

#### §590.62 Billing practices; billing period.

- (a) (1) Every cable television company shall adopt billing practices in compliance with sections 590.61 through 590.66 of this Part and shall provide notice to subscribers in accordance with section 590.80(c) of this Part.
- (2) Every cable television company (i) shall file copies of its billing practices and payment requirements with the commission; and (ii) shall maintain copies thereof on file in its local office for public inspection for a period of two years.
- (b) Billing practices may include the opportunity for advance billing.
- (c) Billing practices shall provide that a subscriber, upon request, shall be given the option of paying monthly. Use of coupon books for the remittance of monthly payments shall satisfy the monthly payment option request. If such coupon books are used by the company, no other bills for service are required to be sent out by the cable television company.

#### Historical Note

*Sec. filed Jan 18, 1979, and filed October 16, 1979 eff. Oct 16, 1979, and filed Dec 22, 1989 eff. Jan 12, 1990, and filed Apr 23, 1990 and Aug 31, 1990, and (b) and (c) (see 590.69A(f), later renamed 590.74(j)).*

*Historical note to be amended and cited in 9NYCRR June 1995.*

#### §590.63 Bill format, late charges, collection charges, reconnect charges and downgrade charges.

- (a) Each subscriber bill shall be clear, concise and understandable and shall:
  - (1) (i) include the name, address and telephone number of the company and (ii) the toll free subscriber assistance telephone number of the commission identified as "Unresolved Inquiries, NYS Commission on Cable Television" or otherwise as may be approved by the commission upon specific request by a cable company, which shall appear on the front side of the bill or be referenced on the front side of the bill by the words "Important subscriber information on reverse side."

(2) itemize each category of service including, but not limited to, basic service, cable programming services, per channel premium services, and pay per view programming, and each piece of equipment for which a charge is imposed;

(3) state the billing period and clearly delineate all activity during the billing period, including but not limited to, the amount of current billing and appropriate credits or rebates, optional charges, late charges and past due balances, if any.

(b) Each subscriber bill shall specify a minimum time for payment which shall not be less than fifteen (15) days from mailing of the bill.

(c) Any late charge permitted by law or by the franchise, if imposed upon the subscriber, shall be itemized on the subscriber's bill, or notice of delinquent payment in cases where coupon books are used.

(d) If a late charge is to be imposed, it shall not be imposed sooner than forty-five (45) days after the mailing of the bill to the subscriber or the due date, if coupons are used.

(e) No cable television company shall impose a collection charge upon any subscriber, except as prescribed in subdivision 590.66(c) of this Part.

(f) No cable television company shall impose a charge for the reconnection of service, the amount of which is based solely upon consideration of whether the subscriber was previously in arrears for an amount due said company.

(g) A cable television company may impose a downgrade charge upon the conditions and in the circumstances as follows:

(1) subscribers have been notified of such charge in writing in at least 10 point type;

(2) the charge does not exceed the amount permitted under applicable federal law or regulation;

(3) the downgrade was not requested by a subscriber affected by a significant programming change or a network change which included a retiering of service or a rate change within thirty (30) days of the receipt by the subscriber of (i) a notice required by Section 590.80 (b) (4) and (c) (4) of this Part or (ii) a notice of retiering or a rate change as required by Section 590.80(a) of this Part.

#### Historical Note

Sec. filed Jan 18, 1979, and filed October 16, 1979, and filed Dec 22, 1989 eff Jan 12, 1990, and filed Apr 25, 1990 and Aug 31, 1990, and (f) (see 590.694(f), later renum. 590.74(f)).

Historical note to be amended and cited in NYCRR June 1995

#### §590.64 Billing disputes, auxiliary equipment, credits, and refunds.

(a) Every cable television company shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedures shall provide for at least 30 days from the date of receipt of the bill for the subscriber to register a billing complaint. The procedures shall provide that the subscriber remit the undisputed portion of the bill in question pending resolution of the portion in dispute and that the subscriber shall be responsible for paying the undisputed portion of current and future bills.

(b) Cable television service shall not be discontinued due to nonpayment of the portion in dispute during the period allowed herein for investigation of a billing dispute.

(c) The cable television company shall notify the subscriber, in writing, of the result of its investigation of the billing complaint within 20 working days of the registration of the complaint.

(d) If the complaint is not resolved within 30 days of the date it is registered with the company, complainant may refer the matter to the commission in accordance with the provisions of section 590.70 of this Part. If referral is not made within 30 days, the company may commence its disconnection procedures in accordance with section 590.66 of this Part.

(e) The cable television company shall retain in its local office all billing complaint records for at least one year.

(f) When a cable television company supplies auxiliary equipment such as a converter or other modifying device to a subscriber the company can expect reasonable care of such equipment by the subscriber. A cable operator shall notify the subscriber and the commission in writing of any charges to subscribers for lost, stolen or damaged converters. In the event such equipment is lost, stolen or damaged, and the cable television company seeks to charge the subscriber for such equipment, the company shall give written, dated notice to the subscriber of the amount sought and the subscriber's opportunity to refer the matter to the commission in accordance with the provisions of section 590.70 of this Part.

(g) Refund checks will be issued promptly but no later than either:

(1) the subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier; and

(2) the subscriber's next billing cycle after the return of equipment supplied by the cable company if service is terminated or thirty (30) days, whichever is earlier.

(h) Credits for service will be issued not later than the subscriber's next billing cycle following determination that a credit is warranted.

#### Historical Note

Sec. filed Jan 18, 1979, and filed Oct 16, 1979 eff Oct 16, 1979

Historical note to be amended and cited in NYCRR June 1995

#### §590.65 Credit for service outage.

(a) Every cable television company shall provide credit to subscribers affected by any service outage in excess of four (4) continuous hours in accordance with subdivisions (b) and (c) of this section. The four (4) hour period shall commence at the time the cable television company first becomes aware of the outage.

(b) Whenever a cable television company may reasonably determine the existence and scope of a service outage as, for example, a service outage caused by a major failure in the system's headend or distribution electronic equipment, which service outage exceeds four (4) continuous hours and some part of which occurs during the hours 6:00 p.m. to 12:00 a.m., the cable television company shall issue a credit to each affected subscriber.

(c) In the event a cable television company cannot determine all subscribers affected by a service outage in excess of four (4) continuous hours or any part of such outage occurs during the hours 6:00 p.m. to 12:00 a.m., credit shall be given to any eligible subscriber who makes application therefor by either written or oral notice within 90 days of such service outage.

(d) The minimum credit shall be equal to one thirtieth times the applicable monthly charge for each twenty-four hour period during which a service outage continues for at least four hours.

(e) A cable television company shall be responsible for every service outage.

(f) Prior written notice of a scheduled service outage shall be filed with the commission and the affected municipality. Every cable television company shall make a reasonable effort to inform subscribers, in advance, of any scheduled service outages.

#### Historical Note

See filed Jan. 18, 1979, and filed Oct. 16, 1979, and filed Dec. 22, 1989, eff. Jan. 12, 1990.

Historical note to be amended and cited in NYCRR June 1995. (Formerly Sec. 590.66)

#### § 590.66 Discontinuance of service for nonpayment.

(a) A cable television subscriber shall not be considered delinquent in payment until at least forty-five (45) days have elapsed from the mailing of the bill to the subscriber or due date, if coupons are used, and payment has not been received by the company.

(b) No cable television company shall physically or electronically discontinue service for nonpayment of bills rendered for service until:

(1) the subscriber is delinquent in payment for cable television service; and

(2) at least five days have elapsed after a separate written notice of impending discontinuance has been served personally upon a subscriber, or

(3) at least eight days have elapsed after mailing to the subscriber a separate written notice of impending discontinuance (for which postage is paid by the cable television company), addressed to such person at the premises where the subscriber requests billing, or

(4) at least five days have elapsed after a subscriber has either signed for or refused a certified letter (postage to be paid by the cable television company), containing a separate written notice of impending discontinuance addressed to such person at the premises where the subscriber requests billing.

(c) Notice of service discontinuance shall clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of service, reconnection charges if applicable, and the date by which, and the place where, such payment must be made.

(d) No cable television company shall disconnect service for nonpayment on a Sunday, public holiday or a day when the local office of the company is not open for business without providing an opportunity for the subscriber to pay the amount in arrears.

(e) When a company is at a subscriber's residence or place of business to disconnect service and the subscriber, at that time, pays the amount in arrears in lieu of disconnection, the company may add a reasonable collection charge to the subscriber's bill provided all other applicable provisions of this section have been followed.

(f) Receipt of a subsequently dishonored negotiable instrument in response to notice of discontinuance shall not constitute payment, and no cable television company shall be required to issue an additional notice prior to discontinuance.

#### Historical Note

See filed Jan. 18, 1979, and filed Oct. 16, 1979, and filed Dec. 22, 1989, eff. Jan. 12, 1990.

Historical note to be amended and cited in NYCRR June 1995. (Formerly Sec. 590.67)

#### § 590.70 Subscribers' complaints; procedure.

(a) Complaints by cable television subscribers will be accepted by the commission in any form, written or by telephone. The procedure with respect to such complaints shall be as follows:

(1) Whenever a subscriber complaint is filed, the cable television company named therein will be served by the commission with a copy of the complaint, and a written notice calling the complaint to its attention and requesting a statement concerning the matter. The commission also will forward a copy of the complaint to the chief executive officer of the municipality in which the complainant resides. Within 10 days, or such other period as may be specified in the notice, the cable television company shall submit a written answer to the commission and shall serve a copy of said answer on the complainant and on the chief executive officer of the municipality. The answer must contain a statement of the action that has been taken to resolve the complaint and/or to preclude any recurrence of the matter complained of. If the subject of the complaint is the failure of the company to provide cable television service to a potential subscriber who has requested service, the commission may require the cable television company to provide, in addition to the information required by this paragraph, a map of the franchised area indicating information requested by the commission.

(2) Complaints received by the commission by telephone shall be recorded and kept on file. Where the nature of the telephoned complaint warrants, the commission may request written information from the complainant. In such cases, the commission shall follow the procedure specified in paragraph (1) of this subdivision.

(3) Where numerous complaints are made, or where it appears that complaints have not been resolved, the commission may make further inquiry, which may be formal or informal, and which may include a hearing or oral argument, or both.

(b) Every cable television company shall adopt and file with the commission, in writing, its procedures for the reporting and resolution of subscriber complaints which procedures may be in such form and contain such provision as the company deems necessary provided they are not in conflict with any procedures, rules or regulations of the commission. Every television cable company shall give notice to subscribers of such procedures in accordance with section 590.5(f) of this Part.

(c)(1) The commission may delegate by written notice to any officers or employees of the commission authority pursuant to the provisions of this section to investigate, hear and resolve complaints between a cable television company and its subscribers concerning disputed bills, charges, disputed service problems and other subscriber-related problems. Except in the instance of an appeal to any party, disposition of unresolved complaints

will be determined by such officers or employees of the commission as the commission designates to act in its place. In exercising this function, the designated officers or employees may obtain the information required to make a determination by conversation with the complainant or his or her representative, by telephone or in person, supplemented where appropriate by written materials from the complainant, reports or documents from the cable television company (including such data as may be required by the staff at the request of the complainant or on its own initiative), through written complaints similarly supplemented, or through a conference conducted by the designated officer or employee at which the complainant, accompanied and assisted by such friend, advisor or attorney as he or she desires, and company representatives are present. Officers or employees designated to consider complaints will afford both the complainant and the cable television company a fair and reasonable opportunity to present evidence pertinent to the complaint and to challenge evidence submitted by the other party to the dispute. The complainant or cable television company complained of may obtain a written statement of the determination, including a brief reason for the conclusion. The party adversely affected by the determination of the officer or employee designated to consider the complaint may appeal to the commission. Any such appeal shall be in writing and set forth the specific basis for claiming error and shall as far as practicable follow the procedures prescribed for petitions for reconsideration provided in section 590.19 of this Part.

(2) After receipt of the answer to a complaint and where the procedures described in paragraph (1) of this subdivision are not applicable or cannot reasonably resolve the issues raised by a complaint, the commission, on its own initiative, the recommendation of staff or the request of the complainant or cable television company, may call a public hearing upon notice utilizing the procedures set forth in section 590.51 et seq. of this Part.

(3) Pending resolution of complaints, the commission may require appropriate interim relief to either party. In the case of complaints regarding bills or deposits, the commission, without hearing or formal order, may, and in the absence of unusual circumstances shall, preclude discontinuance of service or the issuance of any notice of discontinuance during the commission's investigation of such complaint, upon such terms and conditions as it deems appropriate.

#### Historical Note

See files 17, 1973 *amended* filed Mar. 30, 1980 Aug. 2, 1982 Feb. 2, 1987 (1) Feb. 2, 1987 Amended (1) (1) *Amended* to be amended and filed in 953 CRR June 1985 (1) *amended* See 590.51

#### §590.80 Subscriber notices.

a) Rates, programming services and channel positions.

(1) As hereinafter provided, every cable television company shall provide notice to subscribers of its products and services, list prices and options for programming services and other services and the conditions of

subscription to programming and other services; and (ii) the channel positions of programming carried on the system.

(2) Form and content of notice. (i) Notice shall be provided (a) to new subscribers at the time of installation, (b) to any subscriber who requests a change in service, (c) to all subscribers at least semi-annually, provided, however, that any cable television company that bills subscribers only by coupon book and does not provide regular mailings to subscribers at least quarterly may provide such notice to subscribers on an annual basis, and (d) to any person who requests such information. (ii) Notice shall be in writing and (a) shall be provided immediately where a request is made in person or (b) shall be provided by first class mail sent within ten (10) business days of the date of any request made by telephone or in writing. (iii) The notice shall contain a description, materially accurate as of the first day of the previous month, of all service tiers and the networks provided thereon and the rates and charges therefor and other services or products offered to subscribers and the rates and charges for such other services and products. The notice shall also include a statement of significant rights accorded to the subscribers pursuant to Section 824-a of the Executive Law and the regulations promulgated by the commission. Such statement shall be in a format approved by the commission. In addition, notice to new subscribers shall include a copy of any notice which has been sent to current subscribers pursuant to subdivisions (a) - (c) of this section within the previous sixty (60) days.

(3) Changes. (i) Every cable television company shall provide notice to subscribers of any changes in rates, programming services or channel positions as soon as possible through announcement on the cable system and in writing. Notice of any increase in the rates for the basic service tier or associated equipment must be provided to subscribers at least 30 days in advance. Notice of other such changes must be given to subscribers thirty (30) days in advance if such change is within the control of the cable television company. For purposes of this paragraph "announcements on the cable system" shall mean a "written, on-screen message on the affected channel(s), or program listing channel, or such other channel as may be used for the dissemination of written messages to subscribers."

(ii) If a change in programming services or channel positions constitutes either a "significant programming change" as defined in subdivision (b) of this section or a "network change" as defined in subdivision (c) of this section, the cable television company shall also provide the notice as described in such subdivision.

#### (b) Significant programming change.

(1) Definitions. For purposes of this section (a) a significant programming change shall mean the removal or alteration of recurring programming which materially changes the quality or level of programming on a network, provided that where such terms shall not include deletions of programs mandated by the regulations of the Federal Communications Commission, nor shall it include deletions of programs that are determined by the



cable television company in lieu of such programs deleted pursuant to such regulations of the Federal Communications Commission, (ii) a network shall mean a group of programs distributed, packaged, promoted or sold to subscribers as the offering of a single entity, including but not limited to, a channel or station, and (iii) service tier shall mean a category of cable television services or other services provided by a cable television company and for which a rate or fee is charged by the cable television company, including, but not limited to, basic services, premium networks or services, recurring pay-per-view services and other categories of cable services for which there are additional charges.

(2) Notice required. Every cable television company shall provide notice of a significant programming change to the commission and to subscribers affected thereby.

(3) Notice to commission. Notice shall be provided to the commission no later than the later occurring of forty-five (45) days prior to the effective date of the change or within five (5) business days of the date upon which the cable television company first knows of such change. The notice shall specify the recurring programming affected by the change, whether such recurring programming was, or will be, distributed as part of basic cable service or some other service tier immediately prior to the change and the effective date of the change.

(4) Notice to subscribers. Notice shall be provided to subscribers who are receiving services affected by such change in writing no later than the later occurring of thirty (30) days prior to the effective date of such change or within thirty (30) days of the date upon which the cable television company first knows of such change and by written on-screen visual message prominently displayed on the affected television program channel or channels, and on the program listing channel of the cable television system, if one is provided, at least once each hour for no less than a thirty (30) day period.

(5) Form and content of notice to subscribers. Notice shall be directed to each affected subscriber as follows: (i) by the mailing of a separate written notice to the subscriber's billing address of record, or (ii) by a written notation printed on the subscriber's regular billing statement, or (iii) by a written notice accompanying the subscriber's regular billing statement. Such notice shall specify the recurring programming affected by the change and the effective date of the change. Such notice shall also inform subscribers of the opportunity to downgrade or terminate service within thirty (30) days of the receipt of the notice without charge for such termination or downgrade if the programming change includes a retrenching of service or a rate increase.

**Network change**

(1) Definitions. For purposes of this subdivision (1) a network change shall mean the removal of a network from a service tier whether or not added to another tier or a substantial alteration of the character of a network by a cable television company or an affiliate it controls except that a network change shall not include the removal of a

network from a service tier within thirty-one (31) days of the date upon which such network was added to such service tier for promotional purposes, where such promotion was clearly disclosed to subscribers; (ii) the character of a network shall be determined by reference to the nature, mix and quantity of programming provided on the network and whether such programming is supported by commercial sponsorship or other means. (The character of a network which contains a uniform programming format, e.g., an all-shopping channel, an all-weather channel, an all-sports channel, etc., shall be considered distinct from the character of a network which includes various categories of programming. The character of a network shall also include consideration of whether a network provides programming twenty-four (24) hours per day or some lesser period of time); and (iii) promotes repeatedly and in a significant manner shall mean a promotion of the availability of a particular network on basic cable service which is designed to encourage the public to subscribe to basic cable service to receive such network and which is conducted by use of multiple media or by the multiple use of a single medium.

(2) Notice required. Every cable television company shall provide notice of a network change to the commission and to the subscribers affected thereby.

(3) Notice to commission. Notice shall be provided to the commission no later than the later occurring of forty-five (45) days prior to the effective date of the change or within five (5) business days of the date upon which the cable television company first knows of such change. Notice shall specify the network affected by the change, whether such network was, or will be, distributed as part of the basic cable service or some other service tier immediately prior to the change and the effective date of the change. If the network change relates to the basic service tier, the notice to the commission shall also state whether said network has been repeatedly promoted by the cable television company as available on its basic cable service during the six months immediately preceding the date of the change and, if the network has been so promoted during such period of time, the notice shall also include the specific date upon which such promotion was concluded and the number of subscribers who commenced their subscription to basic cable service during the ninety (90) days immediately before and after the last day of promotion. If the network change relates to a network that is being deleted from basic cable service and will not be available on any other service tier, the notice shall state whether said network continues to be reasonably available to the cable television company. For purposes of this paragraph the term continues to be reasonably available to the cable television company shall mean a network, including a broadcast television station, that has been lawfully distributed by the cable television company to its subscribers as part of its basic cable service and without a substantial alteration of the character of the network then available to the cable television company on the same terms and

conditions as before or remains available to the cable television company pursuant to terms and conditions as previously agreed. A network shall also be considered to continue to be reasonably available to a cable television company when, notwithstanding a modification of the terms and conditions under which it may be distributed or a change in the character of the network, the commission so determines in writing based upon consideration of (i) whether the cable television company is required to offer commercial leased access and the terms and conditions of such leased access, if any, (ii) the character of the network relative to the character of other networks distributed on the system and the manner of distribution of such other networks; (iii) the terms and conditions pursuant to which the network is available to the cable television company relative to the terms and conditions applicable to the distribution by the cable television company of other networks as part of basic cable television service; (iv) the extent to which the network is currently being distributed by other cable television companies in the state as part of basic cable television service on terms and conditions similar to the terms and conditions at issue, and (v) the extent to which the cable television company may have an ownership interest in any network distributed on the system which is similar in character to the terminated network.

(4) Notice to subscribers. Every cable television company shall provide notice of a network change to each subscriber affected thereby. Such notice shall be provided to subscribers who are receiving services affected by any such change in writing no later than the later occurring of thirty (30) days prior to the effective date of any change or within thirty (30) days of the date upon which the cable television company first knows of such change and by written on-screen visual message prominently displayed on the affected television programming channel or channels, and on the program listing channel of the cable television system, if one is provided, at least once each hour for no less than a thirty (30) day period.

(5) Form and content of notice to subscribers. Notice shall be directed to each affected subscriber as follows: (i) by the mailing of a separate written notice to the subscriber's billing address of record, or (ii) by a written notation printed on the subscriber's regular billing statement, or (iii) by a written notice accompanying the subscriber's regular billing statement. Such notice shall specify the network affected by the change and the effective date of the change and shall inform subscribers of the opportunity to downgrade or terminate service within thirty (30) days of the receipt of the notice without any charge for such termination or downgrade if the network change includes a lowering of service or rate increase.

(6) Additional provisions for network change affecting a premium service tier. If the notice describes a network change that affects a network that was being distributed as part of a premium service tier immediately prior to the change, such notice shall also inform subscribers who have

incurred installation, upgrade or other one-time charges relating to such premium service tier within six months prior to the effective date of the change or who have prepaid any monthly service charges for said premium service tier, that they may elect to downgrade or terminate service within thirty (30) days of the receipt of such notice and obtain a rebate of any such charges.

(7) Additional provisions for network change affecting basic cable service. If the notice describes a network change which affects a network that was being distributed as part of basic cable service immediately prior to the change, and the network was repeatedly promoted by the cable television company and in a significant manner as available as part of basic cable service at any time during the six months immediately preceding the date of the change, such notice, or a second notice given in the same manner as the first notice within thirty (30) days of the first notice, shall contain additional information as follows: (i) *Removal of network to premium tier.* If a network is moved from basic cable service to a more expensive tier, such notice shall inform subscribers who commenced their subscriptions to basic cable service during the ninety (90) day period immediately before or after the last day of the promotion, of the opportunity, within (30) days of receipt of the notice either (a) to upgrade to the more expensive service tier which includes the network at no charge and to receive said service tier for up to six months also at no charge; or (b) to terminate service and receive a refund of all installation, upgrade or other one-time charges paid during the six months prior to the change. (ii) *Removal of network from system.* If a network (a) is deleted from basic cable service, (b) was a substantial inducement to a significant number of subscribers, and (c) continues to be reasonably available to the cable television company, such notice shall inform subscribers who commenced their subscriptions to basic cable service during the ninety (90) day period immediately before or after the last day of the promotion, of the opportunity, within thirty (30) days of receipt of the notice, either (aa) to terminate service and receive a refund of all installation, upgrade or other one-time charges paid during the six months prior to the change, or (bb) to continue service and receive a credit in the amount specified in the notice which credit shall be for a portion of the monthly rate for basic cable service for each month or portion thereof the network is not available on the system during the six month period commencing with the last day of the promotion, or (cc) to continue service and petition the commission for determination of the amount of an appropriate credit for a portion of the monthly rate for basic cable service for each month or portion thereof the network is not available on the system during the six month period commencing with the last day of the promotion.

(8) A cable television company shall maintain copies of all advertisements, lists or other notifications regarding programming sent to or made available to the public. For purposes of this subsection, advertisements for other television

shall mean any commercial messages which a cable television company originates and causes to be disseminated to the public or its subscribers by means of radio, television or print, or pursuant to a printed directive, which relate to the service users, networks or programming offered by said company to its subscribers and the rates and charges therefor, except that such terms shall not include any commercial message concerning a network or programming which originates with the network or programmer independent of the cable television company.

(d) Pay per view programming. Subdivisions (a) - (c) shall not apply to pay per view programming.

(e) Billing practices.

(1) Every cable television company shall provide notice to subscribers of its billing practices and payment requirements including the use of payment coupons. The notice shall describe or define, at a minimum, billing procedures (including payment requirements to avoid discontinuance of service, e.g., payment due dates), late charges, downgrade charges, advance billing options, if any, procedures to be followed in billing disputes and credit to be given for service outages.

(2) Notice shall be in the form of a separate written notice and shall be provided (i) to new subscribers at the time of initial subscription or reconnection, (ii) to all subscribers semi-annually and (iii) to all subscribers at least thirty (30) days in advance of any significant change in such billing practices or payment requirements and as further prescribed in section §90.62 of this Part.

(f) Complaint procedures.

(1) Every cable television company shall provide notice to subscribers of its complaint procedures.

(2) Notice shall be in writing and shall be provided (i) to new subscribers at the time of initial subscription or reconnection to the cable television system, (ii) to all subscribers annually and (iii) to all subscribers at least thirty (30) days in advance of any significant change in such complaint procedures and (iv) to subscribers at any time upon request. The notice shall inform the subscriber that any unresolved complaint with the company may be referred to the commission pursuant to subdivision (a) of section §90.70. Such notice shall also contain the address and telephone number of the commission and the toll-free subscriber assistance telephone number of the commission.

(g) Installation, use and maintenance of cable service.

(1) Every cable television company shall provide notice to subscribers of its installation and service maintenance policies and instructions on how to use cable services with company provided or subscriber owned equipment, and a description of any incompatibility problems and the means of resolving such problems. Notice shall be in writing and shall be provided to new subscribers at the time of installation (i) to any person upon request to all subscribers annually and (iii) to all subscribers at least thirty (30) days in advance of any significant changes in such information and (iv) to subscribers at any time upon request.

(h) Lost, stolen or damaged equipment. A cable television company shall provide notice to subscribers of any charge

for lost, stolen or damaged equipment in accordance with section §90.64(f) of this Part.

(i) Disconnection of service. Every cable television company shall provide separate written notice of service discontinuance in accordance with section §90.66 of this Part.

(j) Removal of home wiring. (1) Every cable television company shall provide notice to subscribers of the opportunity to acquire home wiring upon termination of service if the company seeks to remove such wiring. (2) Notice shall be in writing and shall be provided to subscribers at least thirty (30) days prior to the earliest date such home wiring would be removed.

#### Historical Note

Sec. filed May 30, 1986, and, filed Dec. 22, 1989 eff. Jan. 12, 1990, and, (c)-(d)

(See §90.69A, later renum. §90.74). Historical note to be amended

and cited in 9NYCRR June 1993.

#### §90.90 Telephone availability and answer standards.

(a) Every cable television system shall maintain a local, toll-free or collect call telephone access line which will be available to its subscribers twenty-four (24) hours a day, seven days a week, provided, that:

(1) after normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(b) Trained company representatives must be available to respond to callers during normal business hours.

(c) All cable television systems, except small cable television systems, under normal operating conditions, shall meet the following telephone answer standards:

(1) telephone answer time by trained company representatives, including wait-time, shall not exceed thirty (30) seconds from when the connection is made;

(2) if a call needs to be transferred, transfer time shall not exceed thirty (30) seconds;

(3) callers will receive a busy signal less than three (3) percent of the time; and

(4) requirements of this part, shall be met no less than ninety (90) percent of the time, measured on a quarterly basis.

(d) Information to demonstrate compliance regarding telephone answer standards shall be reported to the commission for normal business hours on a quarterly basis and shall include, at a minimum: (i) the total number of days trained company representatives were available to receive incoming calls; (ii) the total number of calls received on such days; (iii) average length of time a caller waits on hold before reaching a trained company representative; (iv) total number of calls abandoned by incoming callers; and (v) percentage of time callers received a busy signal when attempting to reach the cable system or such other information that will document compliance with such standards.

(e) Cable systems filing quarterly with the commission regarding telephone answer standards must maintain for a period of one (1) year at the local offices, summary of records sufficient to measure and verify compliance with quarterly telephone answer standards.

(f) Quarterly reports on telephone answer standards shall be filed with the commission on April 15, July 15, October 15 and January 15 of each year.

(g) Cable television systems will not be required to acquire equipment or perform surveys to measure compliance with telephone answer and service standards unless an historical record of complaints indicates a clear failure to comply.

(h) Customer service centers and bill payment sites shall be conveniently located and open at least during normal business hours.

#### Historical Note

*Historical note to be added and cited in 9NYCRR June 1995*

**§590.91 Installations, outages and service calls.** (a) Whenever a service call including an installation or reconnection, is not started within the scheduled "appointment window", as established pursuant to paragraph (3) of subdivision (b) of this section, the subscriber shall not be charged for such service call, including an installation or reconnection, unless the service call was rescheduled with the subscriber's consent before the close of business on the business day prior to the initial scheduled "appointment window".

(b) All cable television systems under normal operating conditions shall meet no less than ninety-five percent (95%) of the time, measured on a quarterly basis, the following service standards:

(1) standard installations of up to one-hundred fifty (150) feet from existing aerial distribution plant shall be performed within seven (7) business days after an order is placed, unless a subscriber requests a particular date beyond seven (7) business days;

(2) excluding conditions beyond control of the cable company, a cable television system will (i) begin working on service interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known and (ii) begin actions to correct other service problems the next business day after notification of the service problem or trouble call;

(3) the "appointment window" alternatives for installations, service calls, and other installation activities will be either (i) a specific time, (ii) morning or afternoon hours, (iii) a four hour time block of time during normal business hours, (iv) evenings or Saturdays during normal business hours, or (v) at the option of the cable television company outside of normal business hours for the express convenience of the customer; and,

(4) if a cable company representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as soon as possible, at a time which is convenient for the customer consistent with paragraphs (1) and (2) of this subdivision.

(c) Information to demonstrate compliance regarding the service standards contained in subdivision (b) of this section, measured on a quarterly basis, shall be reported to the commission and shall at a minimum include: (i) number of requests for standard installations and number performed within seven (7) business days, (ii) number of service interruptions and number of service interruptions responded to within and after twenty-four (24) hours after notification,

(iii) number of service calls to subscriber's residence for installations, outages and service calls performed and number performed as per subscriber requested time period, (iv) number of installations or service calls rescheduled, and (v) number of credits issued for missed installation or service calls to subscriber's premises, or such other information that will document compliance with such standards.

(d) Quarterly service reports shall be filed with the commission on April 15, July 15, October 15 and January 15 of each year.

(e) Provisions of subdivision (a) paragraphs (3) through (4) of subdivision (b) and subdivisions (c) and (d) of this section shall not be applicable to small cable television systems.

(f) Provisions for keeping records of service or trouble calls by cable television systems are specified in part 596.8(g).

#### Historical Note

*Historical note to be added and cited in 9NYCRR June 1995*

**§590.92 Removal of home wiring.** (a) Upon voluntary termination of cable service by a subscriber, a cable television company shall not remove the cable home wiring unless it gives the subscriber the opportunity to acquire the wiring at the replacement cost, and the subscriber declines. The cost is to be determined based on the replacement cost per foot of the cabling multiplied by the length in feet of the cable home wiring. If the subscriber declines to acquire the cable home wiring, the cable television company must then remove it within thirty (30) days or make no subsequent attempt to remove it or to restrict its use. Every cable television company shall provide notice to subscribers of the provisions of this section in accordance with Section 590.86(g) of this part.

#### Historical Note

*Historical note to be added and cited in 9NYCRR June 1995*

## Exhibit A

Municipal Building	104 Main Street	Mount Kisco
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Police Department	40 Green Street	Mount Kisco
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Fire Department	1 Green Street	Mount Kisco
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Highway Garage	43 Columbus Avenue	Mount Kisco
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