

2008 JUN 19 AM 10:00

**CABLEVISION**

June 18, 2008

Ms. Jaclyn A. Brillong  
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 of Hastings-on-Hudson

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Dear Ms. Brillong:

This application is submitted by Cablevision of Southern Westchester, Inc. ("Cablevision"), 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 of Hasting-on-Hudson, New York ("Village").

The Village granted a cable television franchise to Cablevision by agreement dated September 1, 1995, which expired on August 31, 2005. Cablevision requested and the New York State Public Service Commission, Cable Television Bureau granted Temporary Operating Authority after the expiration of the initial term.

Attached hereto and designated as Exhibit I, please find a copy of Cablevision's Application for Renewal of the Cable Television Franchise of the Village of Hastings-on-Hudson.

On May 29, 2007, 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 was held.

On April 15, 2008, the Village Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On April 22, 2008, the Village executed a nonexclusive cable television franchise agreement with Cablevision within the geographical boundaries of the Village, a copy of which agreement is annexed hereto as Exhibit IV.

New York State Public  
Service Commission

June 18, 2008

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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. The operation of the Village 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 black ink, appearing to read "Clifford Harris", with a horizontal line extending to the right from the end of the signature.

Clifford Harris  
Senior Counsel, Programming

Enclosures

cc: Village of Hastings-on-Hudson

PLUSSEACOMMISSIONHASTINGS-ON-HUDSON

I, Clifford Harris, Senior Counsel, Programming, hereby certify that I have this 18<sup>th</sup> day of June, 2008, sent by first class United States Mail postage prepaid copies of the foregoing Application for a Certificate of Confirmation to the Village Clerk of the Village of Hastings-on-Hudson, Municipal Building, 7 Maple Avenue, Hastings-on-Hudson, New York 10706.

A handwritten signature in black ink, appearing to read 'Clifford Harris', is written over a horizontal line. The signature is stylized and cursive.

Clifford Harris

PLUSSEACOMMISSION\HASTINGS-ON-HUDSON

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

1. The exact legal name of applicant is: **Cablevision of Southern Westchester, Inc.**
2. Applicant does business under the following name or names: **Cablevision**
3. Applicant's mailing address is: **6 Executive Plaza, Yonkers, NY 10701**
4. Applicant's telephone number(s) is (are): **914-378-4515**
5. (a) This application is for the renewal of operating rights in the **Village of Hastings-on-Hudson**  
  
(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 \_\_\_\_\_

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**

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:

**The number of hours of locally originated programming carried by the system during the past twelve months is 850 hours.**

**The nature of the programming includes series produced by Cablevision such as "Meet the Leaders", featuring local officials and administrators of non-profit organizations in a half-hour interview program, and "Neighborhood Journal" which features local communities and events.**

**Cablevision produced and broadcast coverage of the 2007 Empire State Games which was held in various locations near the subject franchise area. Public Access, Government Access and Educational Access, produced by community members, including topics such as health, religion, cooking, sports, talk shows, municipal and school meetings and announcements, fill out the community programming complement of offerings.**

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 \_\_\_\_\_

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)? **.22**  
In the municipalities specified in Question 5(b)? **12.94**
11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:
12. Indicate whether applicant has previously filed with the NYS Department of Public Service:
- (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:

Adam Falk  
Signature 

Area Vice President

6/17/03  
Date

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

**Hastings-on-Hudson  
Attachment A**

<b>Municipality</b>	<b>Customers</b>
Ardsley (Village)	1,342
Bronxville (Village)	2,127
Dobbs Ferry (Village)	3,035
Eastchester (Town)	6,551
Elmsford (Village)	1,450
Greenburgh (Town)	13,744
Hastings-on-Hudson (Village)	2,828
Irvington (Village)	2,073
Larchmont (Village)	
Mamaroneck (Town)	
Mamaroneck (Village)	11,869
New Rochelle (City)	22,781
North Castle (Town)	678
Pelham (Village)	1,981
Pelham Manor (Village)	1,774
Rye (City)	5,025
Rye Brook (Village)	3,045
Scarsdale (Village)	4,926
Tuckahoe (Village)	2,373
White Plains (City)	18,528

**Hastings-on-Hudson  
Attachment B**

\*indicates off-air signal

* 2 WCBS New York (CBS)	69 ESPN Classic	195 MTV Tr3s
* 3 WPXN New York (ION)	70 YES Network	196 FOX Sports en Español
* 4 WNBC New York (NBC)	71 MSG	197 mun2
* 5 WNYW New York (FOX)	72 FSN NY	199 V-Me
* 6 WRNN Kingston (IND)	75 Government Access	200 World Picks Latino On Demand
* 7 WABC New York (ABC)	76 Public Access/CMT	201 TVE Internacional
* 8 WXTV Paterson (Univision)	77 Educational Access	202 CNN en Español
* 9 My9	78 Local Programming	203 Docu TVE
* 10 WLNY Riverhead (IND)	82 HBO	204 Momentum TV
* 11 CW11	83 IFC	205 Infinito
12 News 12 Westchester	84 Showtime	206 telefe internacional
* 13 WNET New York (PBS)	85 Cinemax	207 The History Channel en Español
* 14 WSAH Bridgeport (IND)	86 The Movie Channel	208 Canal Sur
15 Cablevision Channel Guide	87 fuse	209 TV Colombia
* 16 WNJU Linden (Telemundo)	88 GSN	210 TV Chile
* 17 WFUT Newark (TeleFutura)	89 SoapNet	211 Supercanal Caribe
18 QVC	90 Showtime Too	212 Discovery en Español
19 HSN	91 Flix	213 Dominican View
* 20 WMBC Newton (IND)	92 Pay Per View	214 La Familia Network
* 21 WLIW Plainview (PBS)	93 Pay Per View	215 EWTN Español
22 NYC TV	94 Playboy TV (Adult)	216 María+Visión
23 MSNBC	95 Club Jenna (Adult)	217 Cartoon Network (SAP)
24 CNBC	96 HBO2	218 Sorpresa
25 CNN	100 iO Digital Channel Guide	219 Toon Disney (SAP)
26 FOX News Channel	101 iO Showcase	220 ESPN Deportes
27 Discovery Channel	102 C-SPAN3	221 CASA Club TV
28 The Learning Channel	103 EuroNews	222 Utilísima Satelital
29 Food Network	104 BBC World News	223 FOX Sports en Español
30 HGTV	105 Bloomberg TV	224 GOL TV
31 Disney Channel	107 WABC Plus	225 Latele Novela
32 Cartoon Network	108 Eyewitness News Now	226 MTV Tr3s
33 Nickelodeon	109 WNBC Weather Plus	227 mun2
34 TV Land	110 WNBC 4.4	228 CANAL-i
35 ESPN2	116 NYS Legislative TV	229 HTV música
36 ESPN	120 Discovery Kids	230 Cine Latino
37 TNT	121 Toon Disney	231 iO Sports
38 USA Network	122 Nicktoons TV	232 Azteca America
39 TBS	123 Noggin	233 VeneMovies
40 FX	124 The N	234 Telemicro Internacional
41 Spike TV	131 Kids Thirteen	235 Ecuavisa Internacional
42 WE tv	132 WLIW World	236 Caracol TV Internacional
43 AMC	133 WLIW Create	237 WAPA America
44 Bravo	140 ESPN Classic	238 The Chinese Channel/Sino TV
45 Lifetime	141 ESPNEWS	239 ET Global NY (Chinese Programming)
46 A&E	142 FOX Soccer Channel	240 CCTV-4 (Chinese Programming)
47 The History Channel	145 The Golf Channel	242 World Picks Hindi On Demand
48 Sci-Fi Channel	146 VERSUS	243 TV Asia (South Asian Programming)
49 ABC Family	148 NBA TV	244 ITV Gold (South Asian Programming)
50 Comedy Central	160 Bio	245 Zee TV (South Asian Programming)
51 E!	161 History International	246 SET Asia (South Asian Programming)
52 VH1	162 National Geographic Chann	250 World Picks Russian On Demand
53 MTV	170 The Science Channel	251 RTVi (Russian Programming)
54 BET	171 Investigation Discovery	252 RTN (Russian Programming)
55 MTV2	172 Discovery Home Channel	253 Channel 1 Russia
56 Speed Channel	173 Military Channel	254 NTV America (Russian Programming)
57 Animal Planet	175 G4	261 MKTV (Korean Programming)
58 truTV	179 Logo	262 MBC (Korean Programming)
59 CNN Headline News	180 Oxygen	263 The Korean Channel (Korean Programming)
60 SportsNet New York	181 ShopNBC	265 TV Japan
61 News 12 Traffic & Weather	182 Jewelry Television	267 TV5 Monde
62 The Weather Channel	184 Great American Country	276 SPT (Portuguese Programming)
63 Travel Channel	185 BET Jazz	279 RAI (Italian Programming)
65 C-SPAN	186 VH1 Classic	282 TV Polonia (Polish Programming)
66 C-SPAN2	187 CMT	291 The Jewish Channel On Demand
67 Turner Classic Movies	188 MTV Hits	300 HBO On Demand
68 Religious Programming	189 VH1 Soul	301 HBO Signature
	190 Fox Movie Channel	302 HBO Family
	191 Hallmark Channel	303 HBO Comedy
	192 Sundance Channel	304 HBO Zone

**Hastings-on-Hudson  
Attachment B**

<b>305</b> HBO Latino	<b>605</b> <u>Optimum Autos</u>	<b>814</b> Adult Alternative
<b>306</b> HBO West	<b>606</b> <u>Optimum Homes</u>	<b>815</b> Alternative
<b>307</b> HBO2 West	<b>607</b> CNET TV	<b>816</b> Retro-Active
<b>308</b> HBO Signature West	<b>610</b> <u>iO Games</u>	<b>817</b> Electronica
<b>309</b> HBO Family West	<b>612</b> News 12 Interactive	<b>818</b> Dance
<b>320</b> <u>Showtime On Demand</u>	<b>620</b> Move 'n Match Puzzles	<b>819</b> Lite Hits
<b>321</b> Showtime Showcase	<b>630</b> Caller ID on iO TV	<b>820</b> Adult Top 40
<b>322</b> Showtime Extreme	<b>631</b> Hollywood.com TV	<b>821</b> Hit List
<b>323</b> Showtime Beyond	<b>632</b> Broadway.com TV	<b>822</b> Kidz Only!
<b>324</b> Showtime Next	<b>652</b> FX Preview Channel	<b>823</b> Party Favorites
<b>325</b> Showtime Family Zone	<b>700</b> Hi-Def On Demand	<b>824</b> Showcase
<b>326</b> Showtime Women	<b>701</b> MOJO HD	<b>825</b> '90s
<b>327</b> Showtime West	<b>702</b> CBS HD	<b>826</b> '80s
<b>328</b> Showtime Too West	<b>704</b> NBC HD	<b>827</b> '70s
<b>329</b> Showtime Showcase West	<b>705</b> FOX HD	<b>828</b> Solid Gold Oldies
<b>340</b> Starz	<b>707</b> ABC HD	<b>829</b> Smooth Jazz
<b>341</b> Starz Cinema	<b>709</b> My9 HD	<b>830</b> Jazz
<b>342</b> Starz Kids & Family	<b>710</b> HDNews	<b>831</b> Blues
<b>343</b> Starz Edge	<b>711</b> CW HD	<b>832</b> Reggae
<b>344</b> Starz inBlack	<b>713</b> Thirteen HD	<b>833</b> Soundscapes
<b>345</b> Starz West	<b>714</b> Gallery HD	<b>834</b> Easy Listening
<b>350</b> Encore	<b>715</b> YES HD	<b>835</b> Big Band & Swing
<b>351</b> Encore Action	<b>716</b> MSG HD	<b>836</b> Singers & Standards
<b>352</b> Encore Mystery	<b>717</b> FSN NY HD	<b>837</b> Show Tunes
<b>353</b> Encore Westerns	<b>718</b> SportsNet New York HD	<b>838</b> Contemporary Christian
<b>354</b> Encore Love	<b>719</b> VERSUS HD/The Golf Char	<b>839</b> Gospel
<b>355</b> Encore Drama	<b>720</b> WorldSport HD	<b>840</b> Classical Masterpieces
<b>356</b> Encore Wam	<b>721</b> WLIW World	<b>841</b> Light Classical
<b>357</b> Encore West	<b>722</b> Family Room HD	<b>842</b> Pop Latino
<b>370</b> <u>Cinemax On Demand</u>	<b>723</b> Animania HD	<b>843</b> Musica Urbana
<b>371</b> ActionMAX	<b>724</b> Treasure HD	<b>844</b> Salsa y Merengue
<b>372</b> MoreMAX	<b>725</b> CNN HD	<b>845</b> Mexicana
<b>373</b> ThrillerMAX	<b>726</b> National Geographic Chann	<b>846</b> Rock en Español
<b>374</b> WMAX	<b>727</b> HD Theater	<b>847</b> Americana
<b>375</b> @MAX	<b>728</b> Equator HD	<b>848</b> Opera
<b>376</b> 5 StarMAX	<b>729</b> Ultra HD	<u>900 iO Upgrades</u>
<b>377</b> OuterMAX	<b>730</b> HGTV HD	<u>901 Order Optimum Online</u>
<b>378</b> Cinemax West	<b>734</b> Rush HD	
<b>380</b> TMC Xtra	<b>735</b> ESPN2 HD	
<b>381</b> TMC West	<b>736</b> ESPN HD	
<b>382</b> TMC Xtra West	<b>737</b> TNT in HD	
<b>401</b> NHL Network	<b>739</b> TBS in HD	
<b>402</b> TVG Network	<b>740</b> Starz HD	
<b>403</b> FUEL TV	<b>744</b> Universal HD	
<b>404</b> FOX College Sports Pacific	<b>750</b> HBO HD	
<b>405</b> FOX College Sports Central	<b>760</b> Showtime HD	
<b>406</b> FOX College Sports Atlantic	<b>766</b> Food Network HD	
<b>407</b> Outdoor Channel	<b>770</b> Cinemax HD	
<b>408</b> VERSUS	<b>776</b> Kung Fu HD	
<b>409</b> GOL TV	<b>777</b> Monster HD	
<b>410</b> The Golf Channel	<b>778</b> Film Fest HD	
<b>411</b> MavTV	<b>779</b> World Cinema HD	
<b>414</b> iO Sports2	<b>780</b> The Movie Channel HD	
<b>430</b> NBA TV	<b>785</b> Rave HD	
<b>431</b> NBA League Pass ® Preview	<b>786</b> GamePlay HD	
<b>500</b> <u>On Demand</u>	<b>801</b> Music Choice® Channels	
<b>502</b> <u>Free On Demand</u>	<b>801</b> Sounds of the Season	
<b>503</b> <u>Disney Channel On Demand</u>	<b>802</b> Today's Country	
<b>504</b> <u>Westchester On Demand</u>	<b>803</b> Classic Country	
<b>506</b> <u>here! On Demand</u>	<b>804</b> Bluegrass	
<b>507</b> <u>Anime Network On Demand</u>	<b>805</b> Hip-Hop and R&B	
<b>508</b> <u>IFC in Theaters On Demand</u>	<b>806</b> Classic R&B	
<b>512</b> <u>WWE 24/7 On Demand</u>	<b>807</b> R&B Soul	
<b>513</b> <u>Howard TV On Demand</u>	<b>808</b> R&B Hits	
<b>515</b> <u>Adult On Demand</u>	<b>809</b> Rap	
<b>516</b> <u>Playboy TV On Demand</u>	<b>810</b> Metal	
<b>517</b> <u>Too Much for TV On Demand</u>	<b>811</b> Rock	
<b>600</b> iO Dashboard	<b>812</b> Arena Rock	
<b>604</b> MSG Interactive	<b>813</b> Classic Rock	

## Attachment C

### iO TV<sup>sm</sup> Packages

(Requires a subscription to Broadcast Basic and a digital cable box)

iO Gold -- Current customers can upgrade to iO Gold  
\$92.95

iO Silver -- Current customers can upgrade to iO Silver  
\$72.95

iO Package -- Current customers can upgrade  
your current package + \$10.95/mo.

iO en Español

(\$14.95/mo. for Broadcast Basic customers)  
your current package + \$5.95/mo.

### Family Cable & Broadcast Basic

Family Cable (Price includes subscription to Broadcast Basic)

\$49.95

Broadcast Basic

\$10.58

Individual Channel Selections

Monthly Prices

If your iO TV package does not include these channels, you can add the following:

11 HBO Premium Channels

\$11.95

11 Showtime Premium Channels

\$9.95

9 Cinemax Premium Channels

\$9.95

4 TMC Premium Channels

\$9.95

6 Starz and 8 Encore Premium Channels

\$9.95

**Playboy TV (adult)**

\$9.95

Premium Channels On Demand

Monthly Prices

HBO On Demand

\$4.95

**Order**

Cinemax On Demand

\$4.95

**Order**

Showtime On Demand

\$4.95

**Order**

Starz/Encore On Demand

\$4.95

**Order**

Disney Channel On Demand

\$4.95

**Order**

IFC in Theaters On Demand

\$4.95

**Order**

here! On Demand

\$6.95

**Order**

WWE 24/7 On Demand

\$6.95

**Order**

Playboy TV On Demand

\$4.95

**Order**

Anime Network On Demand

\$6.95

**Order**

**Order**  
Howard TV On Demand

\$9.95

**Order**

Too Much for TV On Demand

\$9.95

**Order**

The Jewish Channel

\$4.95

**Order**

International Programming

Monthly Prices

Russian Package

package: \$29.95

each: \$14.95

South Asian Package

package: \$19.95

each: \$9.95

(\$29.95 for Broadcast Basic customers)

Korean Package

package: \$14.95

each: \$9.95

(\$24.95 for Broadcast Basic customers)

Chinese Package

package: \$14.95

each: \$9.95

(\$24.95 for Broadcast Basic customers)

TV Japan

\$24.95

Raitalia

\$9.95

SPT (Portuguese)

\$9.95

TV5 Monde

\$9.95

TV Polonia

\$9.95

iO Games

Monthly Prices

Logic Pak, Hits Pak, Sesame Street Games and Arcade Pak are available with a Scientific Atlanta 4200, 4250, or DVR digital cable box.

Variety Pak

\$4.95

**Order**

Casino Pak

\$4.95

**Order**

Arcade Pak

\$4.95

**Order**

Logic Pak

\$4.95

**Order**

Hits Pak

\$4.95

**Order**

Sesame Street Games

\$4.95

**Order**

Sports Packages

Seasonal/Monthly Prices

MLB Extra Innings

\$199

**Order**

iO Sports Pak

\$5.95/month

**Order**

MLS Direct Kick

\$79

**Order**

NHL Center Ice

NBA League Pass

ESPN Full Court

ESPN GamePlan

Add-On Services

Monthly Prices

iO DVR Service

\$9.95

HD Service

(Channels vary based on your iO package.)

No charge

Equipment

Monthly Prices

Digital Cable Box, HD Cable Box or DVR

\$6.28

Remote Control

\$0.22

Premium Programming on Additional Outlets

\$1.50

Digital Cable Card

\$2.00

Affidavit of Publication

STATE OF NEW YORK }  
County of Westchester } USA

KATHLEEN D. PIERPONT being  
duly sworn says \*(s)he is Principal Clerk of

**Enterprise**

a newspaper published in the Village of  
Hastings-on-Hudson, County of Westchester,  
and State of New York, and that a notice of which the  
annexed printed notice is a copy, has been published in

**Enterprise** 1 times, once  
each week for one successive weeks,  
that such publication was made in the issues of:

*May 25, 2007*

*Kathleen D. Pierpont*

Principal Clerk

PUBLIC NOTICE  
PUBLIC HEARING CABLEVISION  
FRANCHISE AGREEMENT

Notice is hereby given:  
That the Board of Trustees of the Village  
of Hastings-on-Hudson will conduct a  
Public Hearing on Tuesday, May 29, 2007 at  
8:00 PM or soon thereafter in the  
Municipal Building, 7 Maple Avenue,  
Hastings-on-Hudson, New York concern-  
ing the application of Cablevision of  
Southern Westchester, Inc. for a renewal  
cable television franchise. At such time and  
place all persons interested in the subject  
matter thereof shall be given opportunity  
to be heard concerning the same.

Copies of the application of Cablevision  
of Southern Westchester, Inc. for an initial  
cable television franchise are available for

public inspection on the Village web site  
[www.hastingsgov.org](http://www.hastingsgov.org) or during normal  
business hours at the Office of the Village  
Clerk, 7 Main Street, Hastings-on-Hudson,  
NY.

BY ORDER OF  
THE BOARD OF TRUSTEES  
SUSAN MAGGIORIO  
Village Clerk

41619-2007

Sworn before me this 25<sup>th</sup> day  
of May, 2007

*Andrea Hegarty*

Notary Public

ANDREA HEGARTY  
NOTARY PUBLIC STATE OF NEW YORK  
Principal Clerk or Foreman of the composing room. NO. 01HE6056939

QUALIFIED IN WESTCHESTER COUNTY  
TERM EXPIRES APRIL 9, 2008

*2011*



VILLAGE OF HASTINGS-ON-HUDSON

Municipal Building  
 7 Maple Avenue  
 Hastings-on-Hudson, New York 10706  
 (914) 478-3400  
 Fax: (914) 478-4624  
 hastings@hastingsgov.org      http://hastingsgov.org

**38:08 APPROVAL OF RENEWAL OF CABLE FRANCHISE AGREEMENT WITH CABLEVISION OF SOUTHERN WESTCHESTER, INC.**

**WHEREAS**, the Village of Hastings-on Hudson (the “Village”) is a “franchising authority” in accordance with Title VI of the Communications Act of 1934, (the “Communications Act”), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the “Cable Laws”); and

**WHEREAS**, the Village, jointly executed a franchise renewal agreement with UA-Columbia Cablevision of Westchester, Inc. d/b/a TCI Cable of Westchester (“TCI”) on September 1, 1995; and

**WHEREAS**, Cablevision of Southern Westchester, Inc. (“Franchisee”), or its predecessor, with the approval of both the Village and the New York State Public Service Commission (the “Commission”), acquired certain assets from TCI including the cable system and franchise in the Village on March 4, 1998; and,

**WHEREAS**, Franchisee has submitted a proposed Franchise Renewal Agreement to operate a cable system within the Village, and

**WHEREAS**, The Village and Franchisee have mutually agreed to the terms of a Franchise Renewal Agreement, and

**WHEREAS**, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard, was held before the Village on May 29, 2007, now therefore be it

**RESOLVED**: that the Village of Hastings-on-Hudson hereby establishes itself as the lead agency for the purpose of review of the proposed action under the provisions of the State Environmental Quality Review Act (SEQRA) and makes the following finding:

(a) That the Village Board’s execution of the proposed Franchise Renewal Agreement is a Type II Action under the State Environmental Quality Review Act (SEQRA). Specifically, this action is covered under 6 NYCRR

**Cable Franchise Agreement**

**by and between**

**the Village of Hastings-on-Hudson**

**and**

**Cablevision of Southern Westchester, Inc.**

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THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Village of Hastings-on-Hudson, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and Cablevision of Southern Westchester, Inc. (the "Franchisee").

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act, (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has completed the upgrading of its existing telecommunications and information services network through the installation of a hybrid coaxial-fiber network (the "Fiber Network") in the Franchise Area which transmits both Cable Services and Non-Cable Services to subscribers;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the Village of Hastings-on-Hudson, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the character and the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has determined that the Franchise complies with the provisions of the Cable Law and with NY PSC's franchise standards, and that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: The tier of Cable Service which includes, at a minimum, the retransmission of primary local television broadcast signals provided to any Subscriber, any PEG Channels required by this Franchise or NY PSC rules, and any additional video programming signals as determined by Franchisee.

1.4 *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7 *Channel*: a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

1.8 *Communications Act*: The Communications Act of 1934, as amended.

1.9 *Control*: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10 *Educational Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA.

1.11 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control that directly or indirectly results in Franchisee's non-compliance with, or delay in the performance of, any obligation hereunder. This includes, but is not limited to, severe or unusual weather conditions, strikes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God.

1.13 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and any area annexed thereto during the term of this franchise.

1.14 *Franchisee*: Cablevision of Southern Westchester, Inc., and its lawful and permitted successors, assigns and transferees.

1.15 *Government Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use of the LFA.

1.16 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area, including revenues from services provided to Subscribers in the Service Area that are Cable Services or are classified or will be classified by federal law, the FCC or a court of competent jurisdiction as Cable Services subject to Franchise Fees.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; and (iv) video on demand, including pay per view; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

Gross Revenue shall not include: revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant payments.

1.17 *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20), as amended.

1.18 *Internet Access:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19 *Local Franchise Authority (LFA):* The Village of Hastings-on-Hudson, New York, or the lawful successor, transferee, or assignee thereof.

1.20 *Non-Cable Services:* Any service provided over the Fiber Network that is not a "Cable Service."

1.21 *Normal Business Hours:* 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.

1.22 *NY PSC*: The New York Public Service Commission.

1.23 *PEG*: Public, Educational, and Governmental.

1.24 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25 *Public Access Channel*: An Access Channel required by this Agreement and Title 16, Chapter VIII, Section 895.4, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to be designated by the Franchisee for noncommercial use by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.29 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30 *Transfer of the Franchise*.

1.30.1 Any transaction in which:

1.30.1.1 a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2 the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2 However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; or transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee.

1.31 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. The LFA acknowledges that currently the Franchisee lawfully provides Non-cable Services over the Cable System.

### 2.2 *Conditions on Use of Streets and Public Grounds*:

2.2.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in a manner consistent with applicable reasonable standards adopted by the Village, and no such work that requires the closing of a public street shall be conducted without the prior permission and approval of the manner of doing the work by the Village, and not be unreasonably withheld.

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

2.2.3 All structures, lines and equipment erected by the Franchisee within the Village 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 the 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 the Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are required to be placed underground, the Franchisee's cable also shall be placed underground.

2.2.4 The 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 Village so as to keep same clear of poles, wires, cables, conduits and fixtures. Franchisee shall comply with all generally applicable laws and regulations of the Village pertaining to this subject.

2.2.5 In exercising rights pursuant to hereto, the Franchisee shall not endanger or interfere with the lives of persons, interfere with any installations of the Village, any public utility serving the Village 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 the other present or future permit or franchise holders or the Villagers own use of the streets and public grounds. The Village shall

at all times control the distribution of space in, over, under or across all streets and public grounds and occupied by Franchisee's Fiber Network.

2.2.6 Nothing in this Agreement shall hinder the right of the LFA or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the Fiber Network in any way interfere with the construction, maintenance or repair of such public works or public improvements, the Franchisee shall, at its own cost and expense, protect or relocate its Fiber Network, or part thereof, as reasonably directed by the LFA or any governmental authority.

2.2.7 Upon request of a person holding a building or moving permit issued by the Village, the 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 the Franchisee by the person requesting the same. In such cases, the Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

2.3 *Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall be non-exclusive, and the LFA has granted and reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise.

2.5 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable lawful provisions of federal law and state law and FCC and NY PSC rules, regulations, standards and orders, as amended from time to time, including, but not limited to, the Communications Act.

2.6 *No Waiver:*

2.6.1 The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7 *Construction of Agreement:*

2.7.1 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.7.2 The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement.

2.8 *Police Powers:* Nothing in this Agreement shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police power including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable and not materially in conflict with applicable federal and state laws, rules; regulations and orders, and this Agreement.

2.9 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee to pre-existing condition at Franchisee's expense.

2.10 *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Obligation:* Subject to the issuance of all necessary permits by the LFA, within twelve (12) months of the Effective Date of this Franchise and in conformity with the NY PSC rules and regulations, Franchisee shall offer Cable Service to all existing residential dwellings within the Franchise Area upon the lawful request of any person who is an owner or tenant of such a dwelling.

3.1.1 *Density Requirement:* Franchisee shall extend its Cable System to newly constructed residential dwellings as those dwellings are constructed or become physically occupied; provided that such dwellings are located in an area where the average density is equal to or greater than twenty-five (25) occupied residential dwellings per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line.

### 3.2 *Availability of Cable Service:*

3.2.1 *Availability of Cable Service Generally:* Franchisee shall make Cable Service available to all residential dwellings and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwellings that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such costs shall be submitted to said Subscriber in writing, before installation is begun.

3.2.2 *No Discrimination in the Availability of Cable Service:* Franchisee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides.

3.3 *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public library and educational institution chartered or licensed by the New York State Department of Education or Board of Regents, and such other buildings used for municipal purposes as designated initially by the LFA in Exhibit A to this Agreement ("Exhibit A"), and thereafter during the Franchise term, as requested in writing, such additional new public buildings designated by Franchisee that are within 500 feet of aerial trunk and feeder lines. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.4 *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times with the requirements of Section 895.5 of the NY PSC rules and regulations.

## 4. **SYSTEM FACILITIES**

4.1 *Quality of Materials:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2 *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be designed and operated to provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2 The Cable System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by law and voluntarily agreed upon by Franchisee.

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and the New York EAS Plan, as amended from time to time, in order that emergency messages may be distributed over the System.

## 5. PEG SERVICES

### 5.1 *PEG Set Aside:*

5.1.1 In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for one (1) full time, shared Public Access Channel, one (1) full-time, shared Educational Access Channel, and one (1) full-time, dedicated Government Access Channel (each, individually, a "PEG Channel" and, collectively, "PEG Channels") as required by the rules of the NY PSC.

5.1.2 The PEG programming to be carried on each of the PEG Channels set aside by Franchisee for LFA shall be non-commercial, public, educational and government access programming in accordance with applicable law and regulation. The PEG programming transmitted from the Interconnection Points on Franchisee's system and on such channels shall be for the benefit of Franchisee's Subscribers, and may not be distributed to persons who are not Subscribers without the prior written consent of Franchisee.

Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3 The LFA or its appointee shall administer Public Access in conformance with applicable laws and regulations.

### 5.2 *PEG Access Interconnection:*

5.2.1 Franchisee shall provide the capability to LFA to transmit programming from designated points (the "Interconnection Points") for distribution on the Cable System within the Franchise Area as follows: Franchisee shall construct facilities to connect the Village Hall to the Community Center; connect the Hastings Elementary School to the Community Center; connect the High School to the Community Center; and connect the Community Center to the Cablevision System distribution point for distribution to Cablevision Subscribers. The connections from the High School and the Elementary School to the Community Center shall be completed within 120 days of the Effective Date.

5.2.2 The LFA shall provide to Franchisee at the Interconnection Points a suitable video signal for each PEG Channel. Franchisee, upon receipt of the suitable video signal, shall provide, install and maintain in good working order the equipment necessary for transmitting the PEG signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions, electrical power supply, access, pathway, and other facilities and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations. Should Franchisee determine that it cannot fulfill such obligation as a result of LFA's failure to cooperate or to provide suitable required space, environmental conditions, electrical power supply, access, pathway or other facilities, it shall so notify LFA in writing detailing the requirements of Franchisee that will enable it to fulfill its obligations hereunder.

5.2.3 Such upstream PEG channel transmission provided by Franchisee shall comply with applicable FCC standards governing the transport and distribution of PEG signals to Subscribers.

5.2.4 If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's headend or similar distribution location and distribution equipment and facilities in order to permit the continuation of such intended use.

5.3 *Backup Facilities and Equipment:* Subject to Section 5.2, Franchisee shall design, build, and maintain all PEG upstream feeds, connection, and distribution facilities in order that such feeds function as reliably as Franchisee's Cable System as a whole within the Franchise Area, and are no more likely to fail than is Franchisee's Cable System as a whole within the Franchise Area.

#### 5.4 *PEG Grants:*

5.4.1 Subject to subsections 5.4.2., 5.4.3., and 5.4.4., Franchisee shall pay a PEG grant (the "PEG Grant") to the LFA in the aggregate total amount of TWO HUNDRED FIFTY THREE THOUSAND, THIRTEEN DOLLARS (\$253,013.00), payable in fifteen (15) installments as follows:

- (i) The first installment of SIXTY ONE THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS (\$61,938.00) shall be payable within sixty (60) days of the Effective Date.
- (ii) The second through fifteenth installments of THIRTEEN THOUSAND, SIX HUNDRED FORTY-FIVE DOLLARS (\$13,645.00) each shall be payable annually within thirty (30) days of the first through fourteenth anniversary of the Effective Date, respectively.

5.4.2 If any new or renewed franchise agreement is granted to another provider, the amount of the Initial PEG Grant in that agreement shall be identical to that enunciated in Section 5.4.1 of this Agreement. If any new or renewed franchise agreement is granted to another provider, the amount of the Annual PEG Grant shall be identical in annual amount, or aggregate value to that enunciated in Section 5.4.1 of this Agreement measured over the period of time both or all such agreements are in effect. If the obligations imposed in Section 5.4.1 of this agreement, (including the total amount of the Initial PEG Grant and the amounts of the Annual PEG Grant) are not applied as specified in this Section 5.4.2, or such obligations are not imposed on all providers of Cable Service in the Service Area, Franchisee's obligations under Section 5.4.1 shall thereafter be reduced to an equivalent amount, but no refund shall be required of the LFA.

5.4.3 The PEG Grant shall be used solely by the LFA for PEG access facilities, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities.

5.4.4 The LFA shall provide Franchisee with an annual report setting forth a summary of all expenditures for PEG access equipment and facilities from the PEG Grants paid to the LFA and the amounts, if any, reserved for future capital expenditures for such purposes.

5.5 *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

## 6. **FRANCHISE FEES**

6.1 *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were made. Late payments shall be subject to interest at a rate of nine percent per year from the due date to the date payment is made.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Franchisee showing in detail the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.4 *Bundled Services:* If the Franchisee bundles Cable Service with any Non-Cable Service offering for which there is a single aggregate price specified on Subscriber's bills (a "Bundled Service"), the Franchisee agrees that it will not intentionally or unlawfully allocate any discount associated with purchasing Bundled Services (a "Bundled Discount") for the purposes of evading the Franchise Fee payments under this Franchise. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or regulation are to be excluded from the Bundled Discount allocation basis. Where pro rata allocation of Bundled Discounts is commercially practical for any Bundled Services offering, the Franchisee will allocate the Bundled Discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis. For purposes of this Section 6.4, pro rata means the standalone retail price of a Cable Service or Non-Cable Service.

## **7. REPORTS AND RECORDS**

7.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to the operation of the Cable System or Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise and in conformity with Section 894.1(m) of the New York State Cable Television Rules and Regulations. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall make the necessary books and records available for such inspection at a location within the state or at another mutually agreed upon site. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six years. Notwithstanding

anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. Subject to the requirements of the New York Freedom of Information Law ("FOIL"), the LFA shall treat any otherwise non-public information disclosed by Franchisee as confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who agree to maintain the confidentiality of all such information, or only as necessary in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information unrelated to the calculation of Franchise Fees; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request and reasonably cooperate with Franchisee to enforce the provisions of this paragraph. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. 551.

7.2 *System-Wide Statistics:* Subject to the requirements of Section 895.1(t) of the NY PSC rule and regulations, any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

## 8. INSURANCE AND INDEMNIFICATION

### 8.1 *Insurance:*

8.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

8.1.1.1 Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit for property damage and bodily injury per occurrence and five million dollars (\$5,000,000) in the aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3 Workers' Compensation insurance as required and in conformity with all legal requirements of the State of New York.

8.1.1.4 Employers' Liability Insurance per statutory limits required by State law.

8.1.1.5 Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance and excess liability or umbrella coverage. Such additional insured requirement shall be indicated on the original Certificates of Insurance.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.4 Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.5 Franchisee shall deliver to LFA copies of Certificates of Insurance showing evidence of all required coverages under this Agreement on or before the Effective Date and providing for at least thirty (30) days prior written notice to be given to LFA of cancellation, intent not to renew or any adverse material change.

## 8.2 *Indemnification:*

8.2.1 Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels as provided in Section 5.5, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount

of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3 The LFA shall be responsible for its own acts of willful misconduct, negligence or breach, subject to any and all defenses and limitations of liability provided by Law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

## 9. TRANSFER OF FRANCHISE

9.1 *LFA Consent Required:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

9.2 *LFA Consent Not Required for Certain Transactions:* No prior consent of the LFA shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

9.3 *Each Transfer of the Franchise Subject to this Article:* Each Transfer of the Franchise shall be governed by and comply with the provisions of this Article 9.

## 10. RENEWAL OF FRANCHISE

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law, and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2 *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4 *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

## 11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2 *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3 *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article; or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4 *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event that the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5 *Revocation:* If the LFA seeks to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, then the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the

Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3 The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6 *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

## 12. MISCELLANEOUS PROVISIONS

12.1 *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently

repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4 *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5 *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1 Notices to Franchisee shall be mailed to:

General Counsel, Cable and Communications  
Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, New York 11714

And a copy to:

Regional Vice President, Suburban New York  
Government Affairs  
Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, New York 11714

12.5.2 Notices to the LFA shall be mailed to:

Village Manager  
Village of Hastings-on-Hudson  
Hastings-on-Hudson Village Hall  
7 Maple Avenue  
Hastings-on-Hudson, New York 10502

12.5.3 with a copy to:

Village Attorney  
Village of Hastings-on-Hudson  
Hastings-on-Hudson Village Hall  
7 Maple Avenue  
Hastings-on-Hudson, New York 10502

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

12.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

12.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9 *Integrated Agreement:* This Agreement reflects the entire agreement of the parties. If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, or is limited in scope or effect by condition or other action, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, then the entirety of this Agreement shall be voidable by either party within 30 days of such action with notice as provided in section 12.5 hereof.

12.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

12.12 *NY PSC Approval:* This Franchise and any amendment or modification hereof is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date of execution by both LFA and Franchisee, indicating their assent to the terms of this Franchise. Franchisee shall also file any necessary notices with the FCC.

12.13 *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14 *Publishing Information:* [Intentionally omitted].

12.15 *Employment Practices:* 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.

12.16 *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17 *LFA Official*: The Village Manager of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.18 *No Waiver of LFA's Rights*: Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

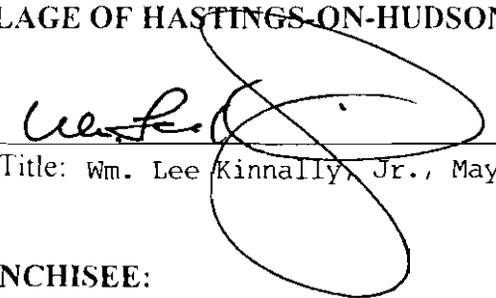
12.19 *No Third Party Beneficiaries*: Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.20 *Section 626 Treatment*: Franchisee hereby waives any right it may have to the full amount of the special franchise tax deduction under N.Y. Real Property Tax Law Section 626 (whether in the form of a reduction in the franchise fee amount paid to the LFA or as a credit against the special franchise tax), provided the LFA demands, imposes and enforces the same waiver against all existing, new and renewed providers of cable service in the Service Area. Franchisee shall execute and deliver such further documents and instruments and shall take such other actions as shall be reasonably necessary to evidence or effectuate this waiver. The operation of this Section 12.20 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

AGREED TO THIS 22nd DAY OF April, 2008.

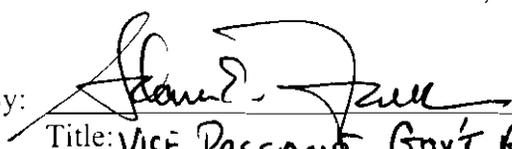
**LFA:**

**VILLAGE OF HASTINGS-ON-HUDSON**

By:   
Title: Wm. Lee Kinnally, Jr., Mayor

**FRANCHISEE:**

**Cablevision of Southern Westchester, Inc.**

By:   
Title: VICE PRESIDENT, GOV'T AFFAIRS

**EXHIBITS**

Exhibit A: Municipal Buildings to be Provided Free Cable Service

## EXHIBIT A

### MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Municipal Building  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706

Hastings Police Department  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706

Hastings Free Library  
1 Maple Avenue  
Hastings-on-Hudson, NY 10706

Hook and ladder Co. No. 1  
50 Main Street  
Hastings-on-Hudson, NY 10706

Union Hose Co. No. 2  
25 Rose Street  
Hastings-on-Hudson, NY 10706

Protection Engine Co. No. 1  
573 Warburton Avenue  
Hastings-on-Hudson, NY 10706

Riverview Manor Hose Co. No. 3  
83 Euclid Avenue  
Hastings-on-Hudson, NY 10706

Volunteer Ambulance Corp.  
47 Main Street  
Hastings-on-Hudson, NY 10706

Department of Public Works  
69 Southside Avenue  
Hastings-on-Hudson, NY 10706

James Harmon Community Center  
44 Main Street  
Hastings-on-Hudson, NY 10706

Hastings High School  
1 Mount Hope Boulevard  
Hastings-on-Hudson, NY 10706

Farragut Middle School  
27 Farragut Blvd.  
Hastings-on-Hudson, NY 10706

Hillside Elementary School  
120 Lefurgy Blvd.  
Hastings-on-Hudson, NY 10706

The Graham School  
1 Broadway  
Hastings-on-Hudson, NY 10706

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
SOUTHERN WESTCHESTER  
WINTER 2008

CV001

## COVER SHEET

### SYSTEM INFORMATION

PSID # 004901

Corporate Name:	CABLEVISION OF SOUTHERN WESTCHESTER INC.		
Company Name:	CABLEVISION SYSTEMS CORPORATION		
Managing Director:	MARK FITCHETT		
System Name:	SOUTHERN WESTCHESTER		
Address:	609 CENTER AVE.		
Town:	MAMARONECK	State: NY	Zip Code: 10543
Area PM Manager:	LESTER MAHON		
Telephone Number:	(914) 944-6332		

### SYSTEM DATA

System Mileage:	1074.80
System Bandwidth:	870 mhz
Active Channels:	161
# of Customers:	101,751
# of PM Field Techs:	13
Highest Operating Frequency:	750.2500 mhz

### HEAD END INFORMATION

I.S.P. Director:	BRIAN GENOVA		
I.S.P. Manager:	BOB BAILEY		
Head End (Name):	MAMARONECK		
Head End Address:	609 CENTER AVE.		
Town:	MAMARONECK	State: NY	Zip Code: 10543
Telephone Number:	(914)777-9039		

### TESTING INFORMATION

Testing Date(s):	1/31/2008 (All Proof documents are required to be retained for 5 Years)
Retention Period: (Discard Date)	1/31/2013
Quantity of Channels Tested:	11
Quantity of Test Points Tested:	14
Results:	

Form Prepared By:	(SIGNATURE)	Date: 2/17/2007
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Attachments: Community List, System design distortion, Test Point Locations, Test Equipment, Personnel List and a current channel Line up.





# //// CABLEVISION

Semi-Annual Proof of Performance Data  
 SOUTERN WESTCHESTER  
 WINTER 2008

PSID # 004901

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/30/2008 Time: 4:30AM Technician(s): THOMAS FENNESSY  
 System Test Point # 1 Headend: MAMARONECK  
 Location: CRESCENT AV Town: RYE CITY  
 Node # 5H14 **CASCADE** AMPS 4 L/E'S          Tap Value: 14/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz of distribution. E.g. A 750MHz System would require testing of 11 Channels.

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	17.2	47.0	1.1	1.6	63.0	60.0
5	77.2500	WNYW	17.5	48.0	2.0	1.4	60.0	58.0
8	181.2500	WXTV	17.6	48.0	1.0	1.7	61.0	58.0
18	145.2500	QVC	17.4	47.0	0.9	1.7	63.0	60.0
19	151.2500	HSN	16.3	48.0	0.9	1.4	62.0	59.0
31	265.2625	DISNEY	16.1	47.0	1.0	1.6	63.0	60.0
38	307.2625	USA	16.0	47.0	0.9	1.7	62.0	60.0
49	373.2625	FAMILY	16.0	47.0	2.0	1.7	63.0	60.0
59	421.2500	ANIMAL	17.0	47.0	0.9	1.5	62.0	60.0
63	457.7500	TRAVEL	18.0	47.0	1.0	1.7	63.0	59.0
65	473.7500	C-SPAN	17.0	47.0	1.1	1.6	63.0	60.0

**24 Hour Testing**

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The above data represents compliance to the Rule & Regulations of of the FCC, Part 76, Subpart K, 76 605 - Technical Standards. I have reviewed the actual proof documents and verify the above is a true summary The Systems Technical Inspection file is the back up to this document and is located at (Add the address where the technical file is maintained)

PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

PM Field Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
 SOUTHERN WESTCHESTER  
 WINTER 2008

PSID # 004901

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/30/2008 Time: 4:08AM Technician(s): AL JAMES  
 System Test Point # 3 Headend: MAMARONECK  
 Location: ESPLANADE ST. Town: PELHAM  
 Node # 8J02 **CASCADE** AMPS 4 L/E'S        Tap Value: 14/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	14.3	47.5	0.9	0.9	63.2	64.8
5	77.2500	WNYW	14.8	47.8	2.3	0.6	63.5	65.5
8	181.2500	WXTV	14.0	49.0	0.7	0.5	64.9	62.3
18	145.2500	QVC	14.1	48.7	0.8	0.3	63.9	65.7
19	151.2500	HSN	14.8	48.7	0.8	0.9	62.9	65.2
31	265.2625	DISNEY	14.5	49.3	0.7	1.0	62.8	60.4
38	307.2625	USA	14.5	48.7	0.9	0.8	63.6	68.5
49	373.2625	FAMILY	13.5	47.7	1.8	1.6	64.4	68.8
59	421.2500	ANIMAL	13.4	48.7	0.9	1.0	62.4	67.0
63	457.7500	TRAVEL	13.0	47.5	1.0	1.0	63.3	68.4
65	473.7500	C-SPAN	13.3	48.7	0.9	0.4	65.2	66.4

### 24 Hour Testing

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The above data represents compliance to the Rule & Regulations of of the FCC, Part 76, Subpart K, 76.605 - Technical Standards. I have reviewed the actual proof documents and verify the above is a true summary The Systems Technical Inspection file is the back up to this document and is located at (Add the address where the technical file is maintained)

PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

PM Field Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

# //// CABLEVISION

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FCC Rules & Regulations, Subpart K - Technical Standards, 76.601 (c) (1), below is a list of people performing the test and qualifications as well as a list of the test equipment used to perform those test, including make, model, serial number and recent calibration date.

## Personnel Performing Tests

PSID # 004901

EMPLOYEE NAME	EMPLOYEE ID	POSITION TITLE	TEST PERFORMED	TEST DURATION
AL JAMES	721	TECH SR - NETWORK	PROOF OF PERFORMANCE	26
TOM FENNESSY	719	TECH SR - NETWORK	PROOF OF PERFORMANCE	26
DELROY STEELE	720	TECH ADV - SVC	PROOF OF PERFORMANCE	20
AL JAMES	721	TECH SR - NETWORK	24 HOUR TEST	25
DELROY STEELE	720	TECH ADV - SVC	24 HOUR TEST	20
TOM FENNESSY	719	TECH SR - NETWORK	24 HOUR TEST	25

## Test Equipment Used

DESCRIPTION	MANUFACTURER	SERIAL NO.	MODEL	CALIBRATION DATE
SIGNAL LEVEL METER	CALAN	37241384	3010R	July-07
SIGNAL LEVEL METER	CALAN	42110119	3010R	July-07
SIGNAL LEVEL METER	CALAN	37241390	3010R	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	3543A01262	8591C	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	3916A03274	8591C	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	4115A04822	8591C	July-07

## GENERAL INFORMATION

FCC Rules & Regulations, Subpart K, Technical Standards, 76.601(a), this Cable Television System has been designed to comply with all applicable FCC rules & regulations. Current design specification limits of this system are as follows:

Design Specifications	Without Converter	With Converter
Worst case carrier to noise ratio:	47 dB	48 dB
Worst case composite triple beat ratio:	53 dBc	56 dBc
Worst case composite second order ratio:	53 dBc	56 dBc

FCC Rules & Regulations, Subpart K, Technical Standards, 76.605 (A)(1)(i), all authorized video signals delivered to the customer terminals are capable of being displayed by a TV broadcast receiver used for off-the-air reception of TV broadcast signals, as authorized under part 73 of the Commission's rules.

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Semi-Annual Proof of Performance Data  
SOUTERN WESTCHESTER  
WINTER 2008

PSID # 004901

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/30/2008 Time: 2:55AM Technician(s): DEROY STEELE  
 System Test Point # 2 Headend: MAMARONECK  
 Location: EDGARS LN. Town: HASTINGS ON HUDSON  
 Node # 1S04 **CASCADE** AMPS 4 L/E'S        Tap Value: 7/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Frequency	Call Sign	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	15.0	47.6	1.5	0.7	63.0	59.1
5	77.2500	WNYW	16.3	48.1	1.0	0.5	67.3	57.2
8	181.2500	WXTV	16.1	49.0	1.7	0.3	67.0	59.0
18	145.2500	QVC	16.2	50.1	0.8	0.6	58.1	67.1
19	151.2500	HSN	15.0	47.7	0.6	0.9	61.0	63.2
31	265.2625	DISNEY	15.5	47.2	0.9	0.9	65.0	61.0
38	307.2625	USA	14.9	47.3	0.5	0.6	58.0	57.5
49	373.2625	FAMILY	14.7	48.0	1.4	0.7	59.0	63.0
59	421.2500	ANIMAL	15.8	47.7	1.5	1.2	60.0	61.2
63	457.7500	TRAVEL	15.6	47.9	1.9	1.1	62.1	59.0
65	473.7500	C-SPAN	15.3	48.6	1.7	0.4	60.8	59.9

### 24 Hour Testing

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_

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\_\_\_\_\_

The above data represents compliance to the Rule & Regulations of of the FCC, Part 76, Subpart K, 76.605 - Technical Standards I have reviewed the actual proof documents and verify the above is a true summary The Systems Technical Inspection file is the back up to this document and is located at (Add the address where the technical file is maintained)

PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

PM Field Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

# /// CABLEVISION

Semi-Annual Proof of Performance Data  
 SOUTERN WESTCHESTER  
 WINTER 2008

PSID # 004901

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/30/2008 Time: 1:00 AM Technician(s): THOMAS FENNESSY  
 System Test Point # 4 Headend: MAMARONECK  
 Location: HILLANDALE DR. Town: RYE BROOK  
 Node # 5G03 **CASCADE** AMPS 6 L/E'S          Tap Value: 14/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Freq	Service	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	16.0	47.0	1.0	1.0	63.0	60.0
5	77.2500	WNYW	15.0	48.0	2.0	1.4	63.0	63.0
8	181.2500	WXTV	15.0	47.0	0.9	1.7	62.0	60.0
18	145.2500	QVC	14.8	47.0	1.0	1.6	63.0	63.0
19	151.2500	HSN	15.3	48.0	1.0	1.7	60.0	61.0
31	265.2625	DISNEY	15.3	47.0	0.9	1.7	62.0	63.0
38	307.2625	USA	15.6	47.0	1.0	1.5	63.0	63.0
49	373.2625	FAMILY	13.3	48.0	1.8	1.0	60.0	63.0
59	421.2500	ANIMAL	16.0	47.0	0.9	1.7	60.0	63.0
63	457.7500	TRAVEL	17.0	47.0	0.8	1.6	59.0	61.0
65	473.7500	C-SPAN	16.8	47.0	0.8	1.4	58.0	62.0

**24 Hour Testing**

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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PM Field Operations Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

PM Field Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

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 WINTER 2008

PSID # 004901

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/30/2008 Time: 1:10AM Technician(s) AL JAMES  
 System Test Point # 5 Headend MAMARONECK  
 Location: MADISON RD Town: SCARSDALE  
 Node # 4N14 **CASCADE** AMPS 3 L/E'S      Tap Value: 17/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Frequency	Call Sign	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	15.2	47.2	1.0	0.8	63.0	62.5
5	77.2500	WNYW	15.1	47.1	1.5	0.9	62.0	62.0
8	181.2500	WXTV	15.6	49.3	1.0	0.3	66.0	67.1
18	145.2500	QVC	15.9	47.9	1.9	2.0	57.5	58.0
19	151.2500	HSN	15.5	47.0	1.5	0.4	67.3	64.0
31	265.2625	DISNEY	15.0	47.0	0.9	0.6	66.7	67.1
38	307.2625	USA	16.1	47.3	0.8	1.6	65.8	66.1
49	373.2625	FAMILY	16.0	48.1	1.5	1.7	58.0	57.0
59	421.2500	ANIMAL	15.6	47.7	0.8	1.0	58.0	57.0
63	457.7500	TRAVEL	14.9	48.5	1.0	0.4	57.3	55.0
65	473.7500	C-SPAN	14.5	47.0	0.8	0.7	61.0	66.4

### 24 Hour Testing

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

PM Field Operations Manager \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

**//// CABLEVISION**

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 SOUTERN WESTCHESTER  
 WINTER 2008

PSID # 004901

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/30/2008 Time 2:51AM Technician(s): AL JAMES  
 System Test Point # 6 Headend: MAMARONECK  
 Location: MONROE ST Town NEW ROCHELLE  
 Node # 6F63 CASCADE AMPS 4 L/E'S Tap Value: 10/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Freq	Service	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	17.5	48.4	0.9	1.3	65.6	63.1
5	77.2500	WNYW	16.4	47.9	2.2	1.1	64.1	63.4
8	181.2500	WXTV	16.0	47.9	0.9	0.1	63.6	61.8
18	145.2500	QVC	15.5	47.3	0.8	0.3	64.5	64.1
19	151.2500	HSN	15.1	48.7	0.8	0.7	66.1	61.5
31	265.2625	DISNEY	14.3	48.4	1.0	1.3	62.4	62.6
38	307.2625	USA	13.3	48.8	0.7	0.8	62.8	69.8
49	373.2625	FAMILY	13.5	47.1	1.5	1.5	63.1	65.8
59	421.2500	ANIMAL	12.8	47.6	0.8	0.9	63.0	69.1
63	457.7500	TRAVEL	12.3	49.2	0.6	0.8	63.1	61.3
65	473.7500	C-SPAN	11.8	48.6	0.8	0.2	64.8	60.0

**24 Hour Testing**

**Visual signal level Variance (24 Hour Testing)**, has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

PM Field Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

# //// CABLEVISION

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 WINTER 2008

PSID # 004901

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/30/2008 Time: 1:24AM Technician(s): AL JAMES  
 System Test Point # 7 Headend MAMARONECK  
 Location: SHADOW LN Town: LARCHMONT  
 Node # 3C03 **CASCADE** AMPS 4 L/E'S          Tap Value: 14/8

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Frequency	Call Sign	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	17.2	49.3	0.9	1.0	67.0	68.9
5	77.2500	WNYW	17.5	49.5	2.3	0.8	66.4	67.8
8	181.2500	WXTV	11.6	50.6	0.9	0.6	64.3	61.5
18	145.2500	QVC	13.4	48.6	0.9	0.1	61.3	64.0
19	151.2500	HSN	13.3	48.9	0.8	0.5	63.7	62.7
31	265.2625	DISNEY	11.9	49.1	0.7	1.9	62.8	69.9
38	307.2625	USA	12.1	49.4	0.5	0.9	64.1	60.5
49	373.2625	FAMILY	10.0	47.6	1.6	1.6	63.3	68.7
59	421.2500	ANIMAL	10.9	47.6	1.0	0.9	61.7	68.8
63	457.7500	TRAVEL	11.2	47.8	0.9	0.8	62.9	67.7
65	473.7500	C-SPAN	10.9	47.9	0.7	0.2	63.5	66.7

**24 Hour Testing**

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
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PM Field Operations Supervisor. \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 PM Field Operations Manager \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)



Semi-Annual Proof of Performance Data  
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WINTER 2008



PSID # 004901

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/30/2008 Time: 2 00AM Technician(s): DELROY STEELE  
 System Test Point # 8 Headend: MAMARONECK  
 Location: SPRAIN VALLEY RD. Town: GREENBURGH  
 Node # 1P07 **CASCADE** AMPS 4 L/E'S Tap Value: 17/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61 2625	WPXN	14.5	48.0	1.2	0.9	64.0	65.0
5	77 2500	WNYW	14.6	48.1	1.6	0.8	57.0	58.0
8	181 2500	WXTV	15.0	47.0	0.6	1.2	61.2	63.0
18	145 2500	QVC	15.1	47.3	0.7	0.8	63.2	67.0
19	151 2500	HSN	14.9	47.2	1.3	0.5	62.8	67.0
31	265 2625	DISNEY	14.5	47.1	0.7	0.8	65.0	68.0
38	307 2625	USA	16.0	47.5	0.8	1.3	65.1	65.0
49	373.2625	FAMILY	16.3	48.5	1.7	1.5	66.8	66.2
59	421 2500	ANIMAL	15.9	47.0	0.8	1.0	64.9	63.0
63	457 7500	TRAVEL	15.9	47.6	1.0	0.8	60.3	64.0
65	473 7500	C-SPAN	16.3	48.1	0.9	0.4	63.7	62.7

**24 Hour Testing**

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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PM Field Operations Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

PM Field Operations Manager \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

**//// CABLEVISION**

Semi-Annual Proof of Performance Data  
 SOUTERN WESTCHESTER  
 WINTER 2008



PSID # 004901

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/30/2008 Time: 3.00AM Technician(s): THOMAS FENNESSY  
 System Test Point # 9 Headend: MAMARONECK  
 Location: URBAN ST. Town: MAMARONECK  
 Node # 3E13 CASCADE AMPS 3 L/E'S          Tap Value: 10/4

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601 (c) (2), Number of Channels to be tested, Measurements should be taken on a minimum of four (4) channels, Plus one for every 100 MHz

Channel	Freq	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61.2625	WPXN	16.0	49.0	1.0	1.5	63.0	60.0
5	77.2500	WNYW	16.0	49.0	2.0	1.7	63.0	61.0
8	181.2500	WXTV	16.0	48.0	2.0	1.7	60.0	58.0
18	145.2500	QVC	18.0	47.5	0.6	1.7	63.0	60.0
19	151.2500	HSN	20.0	47.0	0.7	1.5	63.0	60.0
31	265.2625	DISNEY	18.0	47.0	0.7	1.6	63.0	60.0
38	307.2625	USA	20.0	48.5	0.7	1.7	61.0	60.0
49	373.2625	FAMILY	18.0	48.6	1.6	1.5	60.0	58.0
59	421.2500	ANIMAL	19.0	48.8	0.7	1.7	63.0	60.0
63	457.7500	TRAVEL	17.0	47.0	1.0	1.5	63.0	60.0
65	473.7500	C-SPAN	20.0	48.0	0.8	1.7	63.0	60.0

**24 Hour Testing**

Visual signal level Variance (24 Hour Testing), has been performed and has passed the requirements of Part 76, Subpart K 76.605 (c), (3) of the FCC Rules & Regulations. Yes  No

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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PM Field Operations Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

PM Field Operations Manager: CABLEVISION Date: \_\_\_\_\_  
 (Signature)