



July 31, 2002

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

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

Dear Ms. Deixler:

Pursuant to Part 590.3 and 590.22, Subtitle R of the regulations promulgated by the New York State Public Service Commission ("Commission"), Cablevision Systems Long Island Corporation ("Cablevision") hereby submits this request for a waiver of Part 595.1(o) of the Commission's Rules. On July 25, 2002, Cablevision submitted an application for renewal of the Certificate of Confirmation for the cable franchise in the Village of Roslyn Estates ("Village"), Nassau County, New York. The application was submitted for confirmation of a nonexclusive cable franchise agreement executed between the parties on July 3, 2002 ("Franchise"). A copy of the application, which includes a copy of the Franchise, is attached hereto as Exhibit I.

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

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

Under the terms of the Franchise, the franchise fee is expressed as a percentage of certain revenues of Cablevision. As provided in Section 18.1 of the Franchise, Cablevision agreed to pay

the Village a franchise fee equal to three percent (3%) of "Gross Receipts".¹ Specifically excluded from the definition of "Gross Receipts" are monies collected from franchise fees, received by Cablevision from subscribers within the Village.

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

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

Many factors, which vary significantly from one community to another, can impact the negotiation between cable operators and local franchising authorities as to the appropriate level of franchise fees. These decisions often include such things as the financial needs of the community; the willingness of local elected officials to impose additional pecuniary burdens on its citizenry; the policies of surrounding jurisdictions; the level of competition in the marketplace; and, the overall balancing of benefits and burdens contained in the agreement taken as a whole.

¹ Section 1.9 defines "Gross Receipts" as follows: "The total annual subscription charges paid to Franchisee (including, but not limited to payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee". Gross receipts shall include advertising and home shopping channel commission revenue received by "Franchisee" attributable to sales within the Municipality but not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, *franchise fees...*". (emphasis added).

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

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

⁴ See 47 U.S.C. 542(c).

Given these costs are ultimately borne by the customer, as a matter of public policy, local franchising authorities should be empowered to establish the individual needs in their respective communities.

Since the franchise fee constitutes revenue, and cable operators are permitted to pass these costs onto subscribers, assessing a franchise fee of 5% on the 5% franchise fee itself, results in an additional quarter percent (.25%) obligation on the subscriber, bringing the total franchise fee to 5.25%. Where local franchising authorities opt to collect revenue net of the franchise fee, there is a corollary reduction in the subscriber pass through. Just as municipalities may decide to reduce the subscriber obligation by electing to receive less than the statutory maximum, so too should they be permitted to negotiate revenue exclusions, which result in a similar reduction in the customer contribution.

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

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

Respectfully submitted,



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

Enclosures

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

Village of Roslyn Estates
Waiver Request
07/31/2002

cc: Village of Roslyn Estates
John A. Figliozzi, Deputy Chief, Municipal Assistance Section, NYSPSC
Dodie P. Tschirch, Area Vice President, Long Island Region, Cablevision
Jeffrey Clark, Director, Franchise Management, Long Island Region, Cablevision



July 25, 2002

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

Re: Certificate of Confirmation
Village of Roslyn Estates

Dear Ms. Deixler:

This application is submitted by Cablevision Systems Long Island Corporation ("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 Roslyn Estates, New York ("Village").

The Village granted a cable television franchise to Cablevision by agreement dated January 26, 1993, which expired on November 17, 2001. Cablevision requested and the New York State Public Service Commission, Cable Television Bureau granted Temporary Operating Authority after the expiration of the initial term.

On, April 11, 2001, Cablevision submitted an Application for Renewal of the Cable Television Franchise of the Village of Roslyn Estates to the Village, a copy of which is annexed hereto and designated as Exhibit I.

On August 6, 2001, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal were held.

On July 1, 2002, the Village Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On July 3, 2002, 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
July 25, 2002
Page 2

Cablevision, pursuant to Section 821 of the New York State Executive Law and the Rules and Regulations thereunder now requests that the Commission confirm the franchise agreement. Cablevision intends to continue to engage in origination cablecasting and access cablecasting within the Village. 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 'Charles A. Forma', written over the closing 'Very truly yours,'.

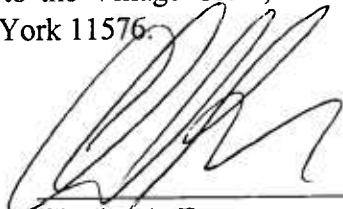
Charles A. Forma
Senior Vice President, Law

Enclosures

cc: Village of Roslyn Estates

PLUSSEA\COMMISSION\ROSLYN ESTATES

I, Charles A. Forma, Senior Vice President, Law, hereby certify that I have this 25th day of July, 2002, sent by first class United States Mail postage prepaid a copy of the foregoing Application for Renewal of Certificate of Confirmation to the Village Clerk, Village of Roslyn Estates, Village Hall, 25 The Tulips, Roslyn Estates, New York 11576.

A handwritten signature in dark ink, appearing to be 'C. Forma', written over a horizontal line.

Charles A. Forma

PLUSSEA\COMMISSION\ROSLYN ESTATES



April 11, 2001

Ms. Deborah Renner
Acting Secretary
New York State Public
Service Commission
Cable Television Bureau
Agency Building Three
Empire State Plaza
Albany, New York 12223-1350

Re: Village of Roslyn Estates
Application for Renewal
of Certificate of Confirmation

Dear Ms. Renner:

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

A copy of this letter will be sent to the Village Clerk of the Village of Roslyn Estates.

Very truly yours,

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

Charles A. Forma
Senior Vice President, Law

Enclosure

cc: Village of Roslyn Estates

PLUSSEAVCOMMISSIONR2LTR.RENp.194

LOLIW/01.11.65/ Roslyn Estates

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

MS. DEBORAH LENNER
CABLE TELEVISION BUREAU
AGENCY BLDG THREE
EMPIRE STATE PLAZA
ALBANY, NY 1223-1350

4a. Article Number

4b. Service Type

- ☒ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

PS (MIKE) FA

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Mike FA

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

THE HON. SUSAN BEN-MOSHE
MAYOR
VILLAGE OF ROSLYN ESTATES
85 THE TULIPS
ROSLYN, NY 11576

4a. Article Number

4b. Service Type

- ☒ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

APR 12 2001

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X D. Goshu

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt



April 6, 2001

The Honorable Susan Ben-Moshe
Mayor
Village of Roslyn Estates
25 The Tulips
Roslyn, NY 11576

Dear Mayor Ben-Moshe:

This letter is to inform you that the franchise agreement between Cablevision Systems Long Island Corporation and the Village of Roslyn Estates is scheduled to expire on November 17, 2001. In accordance with the Rules and Regulations of the New York Public Service Commission we will be filing an Application for Renewal of Franchise. A copy of this filing will be sent to you shortly.

Cablevision has enjoyed serving the residents of your community and we look forward to continuing that relationship.

Should you have any questions regarding this application or the renewal process, please do not hesitate to contact me at (516) 393-3667.

Sincerely,



Jeffrey M. Clark
Director, Franchise Management

cc: Charles Forma, Esq.

**APPLICATION FOR RENEWAL OF FRANCHISE OR
CERTIFICATE OF CONFIRMATION**

1. The exact legal name of applicant is:

Cablevision Systems Long Island Corporation

2. Applicant does business under the following trade name or names:

Cablevision

3. Applicant's mailing address is:

**1111 Stewart Avenue
Bethpage, NY 11714**

4. Applicant's telephone number(s) is/are:

(516) 803-2300

5. (A) This application is for a renewal of operating rights in the
Incorporated Village of Roslyn Estates

(B) Applicant serves the following additional municipalities from the same headend
or from a different headend but in the same or an adjacent county:

"See Attachment A"

6. The number of subscribers in each of the municipalities noted above is:

Primary residential connections:

Secondary residential connections:

Residential pay-cable subscriptions:

Commercial connections:

Other:

"See Attachment A"

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 ☒ does not ☐ provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

"See Attachment C"

9. The current monthly rates for service in the municipality specified in Question 5 (A) are:

Primary connections:

Secondary connections:

Pay-cable subscriptions:

Commercial connections:

Other:

"See Attachment D"

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)?

Aerial : none

Underground: none

In the municipalities specified in Question 5 (B)?

Aerial: 2.78

Underground: 8.89

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

"See Attachment E"

12. Indicate whether applicant has previously filed with the State Commission on Cable Television its:

A. Current Statement of Assessment pursuant to Section 817 of the Executive Law?

Yes [X]

No []

B. Current Annual Financial Report?

Yes [X]

No []

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:

"See Attachment E"

NOTE: Please attach a copy of applicant's current annual performance test results per 9 NYCRR Subtitle R Section 596.5.


Dodie Tschirch

AREA VICE PRESIDENT, COMMUNICATION,
GOVERNMENT & PUBLIC AFFAIRS
SUBURBAN NEW YORK

Title

Date

AX #	FRANCHISE		BASIC SUBSCRIBERS
0	MISC		15
1	BABYLON	BAB	41,927
2	HEMPSTEAD(TOWN)	HEMP	121,503
3	NORTH HEMPSTEAD	N HEMP	24,299
4	LINDENHURST	BAB	6,817
5	AMITYVILLE	BAB/O.B.	2,527
6	FARMINGDALE	BAB/O.B.	2,616
7	GLEN COVE	CITY N.H.	6,384
8	MASSAAPEQUA PARK	O.B	4,744
9	CENTRE ISLAND	O.B	114
10	LAUREL HOLLOW	O.B.	433
11	ROSYLN	N.HEMP	1,049
12	ROSYLN ESTATES	N.HEMP	328
13	WESTBURY	N.H.	3,140
14	BAYVILLE	O.B.	2,082
15	MINEOLA	N.H.	5,228
16	HUNTINGTON* (75)	HUNT	42,228
17	VALLEY STREAM	HEMP	8,482
18	SEA CLIFF	O.B.	1,348
19	ISLAND PARK	HEMP	2,377
20	FREEPORT	HEMP	9,457
21	WILLISTON PARK	N.H.	1,998
22	STEWART MANOR	HEMP	658
23	OYSTER BAY	O.B.	67,250
24	EAST ROCKAWAY	HEMP	2,670
25	LONG BEACH	HEMP	10,839
26	PORT WASHINGTON	N.HEMP	758
27	MANORHAVEN	N.HEMP	1,654
28	BAXTER ESTATES	N.HEMP	215
29	NEW HYDE PARK	N HEMP	1,002
30	NEW HYDE PARK	HEMP	1,049
31	FLORAL PARK	N.H.	516
32	FLORAL PARK	HEMP	3,504
33	HEMPSTEAD(VILLAGE)	HEMP	9,994
34	SOUTH FLORAL PARK	HEMP	322
35	CEDARHURST	HEMP	1,543
36	GARDEN CITY	HEMP	5,585
37	EAST WILLISTON	N.H.	670
38	HEWLETT HARBOR	HEMP	348
39	ROCKVILLE CENTER	HEMP	7,007
40	ATLANTIC BEACH	HEMP	669
41	BELLROSE	HEMP	270
42	EAST HILLS	N.HEMP	1,987
43	WOODSBURGH	HEMP	219
44	HEWLETT NECK	HEMP	138
45	HEWLETT BAY PARK	HEMP	170
46	MALVERNE	HEMP	2,542
47	MILL NECK	O.B.	265
48	ASHAROKEN	HUNT	233
49	OLD WESTBURY	O.B.	219
50	OLD WESTBURY	N.H.	558

51	SANDS POINT	N. HEMP	683
52	MUTTONTOWN	.B.	727
53	UPPER BROOKVILLE	O.B.	347
54	LATTINGTOWN	O.B.	533
55	MATINECOCK	O.B.	215
56	OYSTER BAY COVE	O.B.	628
57	COVE NECK	O.B.	88
58	OLD BROOKVILLE	O.B.	466
59	LLOYD HARBOR	HUNT	860
60	BROOKVILLE	O.B.	506
75	HUNTINGTON	HUNT	11,165
76	NORTHPORT	HUNT	2,495
77	HUNTINGTON BAY	HUNT	504
80	VILLAGE OF BABYLON	BAB	3,892
96	ROSYLN HARBOR	N.H./O.B.	283
	BABYLON		57,779
	HUNT		57,485
	N. HEMP		50,752
	OYSTER BAY		79,965
	HEMP		189,346
			435,327
	GREAT NECK CORP (OLD COX SYSTEM)		
81	VILLAGE OF KINGS POINT		0
82	VILLAGE OF GREAT NECK		1
83	VILLAGE OF SADDLE ROCK		0
84	VILLAGE OF GREAT NECK ESTATES		0
85	VILLAGE OF KENSINGTON		0
86	VILLAGE OF GREAT NECK PLAZA		0
87	VILLAGE OF RUSSELL GARDENS		2
88	VILLAGE OF THOMPASTON		0
89	VILLAGE OF LAKE SUCCESS		4
90	VILLAGE OF PLANDOME PLAZA		0
91	VILLAGE OF PLANDOME		0
92	VILLAGE OF PLANDOME HEIGHTS		0
93	VILLAGE OF FLOWER HILL		2
94	VILLAGE OF MUNSEY PARK		0
95	VILLAGE OF NORTH HILLS		1
	SUB TOTAL		10

Islip	15,022
Great Neck	13,951
Lynbrook	6,811

TOTAL 471,136

ATTACHMENT "B"
ANSWER TO QUESTION # 7

SATELLITE

Arts & Entertainment
America's Health Network
American Movie Classics
Animal Planet
BET
Bravo
Cable News Network (CNN)
Cartoon Network
Cinemax
CNBC
Comedy Central
Country Music Television
Court TV
C-SPAN
C-SPAN-2
Discovery Channel
Disney Channel
E! Entertainment Television
Encore
ESPN
ESPN2
The Family Channel
Fox News Channel
Fox Sports NY
FLIX
Food Network
FX
Game Show Network
HBO
HBO Plus
The History Channel
Home & Garden Television
Independent Film Channel
The Learning Channel
Lifetime
Madison Square Garden Network (MSG)
MSNBC
The Movie Channel
MuchMusic
MTV
National Jewish Television
Nashville Network
Nickelodeon
Pay Per View
Playboy Channel
QVC
Romance Classics
Sci-Fi Channel
Shop At Home
Showtime
Showtime2
Soap Net
SpeedVision
STARZ!
TBS
TNT (Turner Network Television)
USA Network
Valuevision
VH-1 (Video Hits-1)
The Weather Channel

VHF FIBER OPTIC .EED

WCBS-TV NY Channel 2
WNBC-TV NY Channel 4
WNYW-TV NY Channel 5

WABC-TV NY Channel 7
WOR-TV NY Channel 9
WPIX-TV NY Channel 11
WNET-TV NJ Channel 13

UHF OFF-AIR PICKUP

WLIW-TV NY Channel 21
WPXN-TV NY Channel 31
WXTV-TV NY Channel 41
WNJU-TV NY Channel 47
WLIG-TV NY Channel 55
WHSI-TV NY Channel 67

FIBER OPTICS

News12 Long Island
Telicare
Metro Learning
Metro Guide
Metro Traffic & Weather

LOCAL

Cablevision Sports Network
OTB Racing
On Optimum
Swap and Shop

ATTACHMENT "D"

RATE INFORMATION

Rates are on file with the New York State Public Service Commission. Attached is a copy for your information.

Commercial Basic Primary	\$21.00 – 23.05/mo.
Commercial Pay Cable Connection	\$45.00 - \$120.00/mo

ATTACHMENT "E"

Cablevision has taken several steps to improve system operation and has achieved several goals, outlined below:

1. Cablevision founded in 1973 began offering cable TV service to 1,500 homes in Hicksville. Today Cablevision serves more than 750,000 homes across Long Island employs more than 5,000 Islanders. OptimumTV - Cablevision's fiber backbone supported system, is the leading technology in providing superior picture quality, increased channel capacity and expanded programming services. Programming on Optimum includes local proprietary programming like News 12 and Cablevision Sports.
2. Over the past several years Cablevision has been upgrading and enhancing the cable system to include a state-of-the-art fiber optic head-end. The system servicing the residents in the Village were completed in 1997. With the use of fiber technology, subscribers receive improved picture quality, virtually uninterrupted by weather-related problems. Fiber's unique properties will also provide the opportunity for future channel additions. Cablevision has raised the standard of excellence in virtually every area of service, from signal delivery to customer service. Two-way addressable converter with remote, so subscribers can change the level of service by telephone, order Pay-Per-View instantly, from 10 minutes before the feature begins to up to 5 minutes after - without a phone call. To provide a more reliable system, Cablevision has installed Stand by Power/Status Monitoring capabilities that will keep the service in operation in the event of a power failure. 24-hour status monitoring provides the technicians with up-to-the-minute information on any power-related problem.
3. Cablevision has implemented an extensive preventative maintenance program. This program, in conjunction with a head-end upgrade effort, has allowed us to reduce our service call ratio dramatically to .33 per subscriber per year.
4. The battery operated stand-by power for the Long Island System keeps the cable system operating for approximately 2 1/2 to 3 hours in the event of a power failure. As a result, Cablevision has experienced a significant reduction in power related outages, resulting in a reduction in subscriber cable outage time.
5. Cablevision continues construction on its telecommunications system across Long Island, a 750 MHz fiber optic network. This improves both picture quality and reduces outages affecting large numbers of subscribers. The fiber optic head-end located at the Hicksville Technical Center is a state-of-the art operation and serves as a model for the cable industry.

6. Cablevision implemented an Installation Repair Program within the system. This program has decreased the number of multiple trips to customers and has increased time appointments to allow for four-hour windows.
7. Cablevision's on-time service guarantee program was restructured to take part in the cable industry's nationwide offering set by the National Cable Television Association.
8. Cablevision is committed to promoting a partnership between cable and the schools in its community. To reinforce that commitment, Cablevision provides up to 5 free outlets, of every Long Island school with Family Cable service. Eight (8) free subscriptions to The Educator's Guide To Cable Programming are mailed monthly to each school participating in Cablevision's Cable in the Classroom project and support materials from the program networks. Cablevision's Power To Learn Scholarship Program provides \$1,000 to sixteen college bound high school seniors. In the year 2001 the number of recipients will double to thirty two.
9. As the fiber optic system is activated and cable modem service becomes available in each municipality, schools have the opportunity to utilize on-line services via a cable modem provided free of charge.
10. Cablevision supports hundreds of Long Island community based organizations through cash contributions and/or the production and airing of public service announcements and community service programming on its cable system.

rates and services



E X A M I N E Y O U R O P T I O N S

OptimumTV[®] A Service of Cablevision

150 Crossways Park Drive West
Woodbury, NY 11797

OPTIMUM TV[®] BY CABLEVISION

For leisure. For life.
For everyone in your family.



In packages that deliver the most cable
for your money. And individual channel
selections that let you create a value
that's all your own.

It's the best way there is to watch TV.

Thanks for choosing us.

call us anytime

Nassau
516-364-8400

Suffolk
631-225-5555

Hearing Impaired (TTY/TDD)
516-364-2608

www.cablevision.com

OptimumTV packages

the **OPTIMUMSM** package **\$45.50***

Includes Broadcast Basic, up to 9 PPV channels and...

Disney Channel
The New Encore
Food Network
Independent Film Channel
MuchMusic
Romance Classics
STARZI
A&E
AMC
Animal Planet
BET
Bravo
Cartoon Network
CMT
CNBC
CNN
Comedy Central
Court TV
C-SPAN
C-SPAN 2
Discovery Channel
E! Entertainment Television
ESPN
ESPN2
Fox Family Channel
Fox News Channel
FX

Game Show Network
The Health Network
The History Channel
HGTV
The Learning Channel
Lifetime
Local Programming
Metro
Metro Traffic & Weather
Metro Learning
MSNBC
MTV
TNN
News 12 Long Island
Nickelodeon
On Optimum
OTB
Sci-Fi Channel
SoapNet
Speedvision
Telecare
TNT
USA Network
VH1
The Weather Channel

the **OPTIMUM PREFERRED[®]** package **\$61.95***

Includes everything in Optimum plus...

HBO
HBO Plus
Flix

Your choice of
Showtime and Showtime 2
or
FOX Sports Net New York and
MSG Network

the **OPTIMUM GOLDSM** package **\$78.95***

Includes everything in Optimum Preferred plus...

Cinemax
The Movie Channel
MSG Network

FOX Sports Net New York
Showtime
Showtime 2

*All Optimum packages require an addressable cable box

i .vidual
channel
selections

\$2.95 each monthly*

The New Encore, Food Network, Flix, Independent Film Channel,
MuchMusic, Romance Classics

\$10.95 each monthly**

Cinemax, HBO***

MSG Network, Showtime***

Fox Sports Net New York, The Movie Channel

* On-screen display addressable cable box required. If HBO or FOX Sports Net New York is purchased at \$12.95 at the Family Cable service level, a cable box is not required.

** All premium services, including Disney Channel and STARZ/The New Encore, are \$12.95 per month except The Movie Channel which is \$11.95 per month when purchased with non-OptimumTV package.

*** HBO Plus or Showtime 2 available when ordering Optimum, Optimum Preferred, or Optimum Gold packages and HBO and/or Showtime.

FAMILY CABLE – \$38.75 monthly

A&E, AMC, Animal Planet, BET, Bravo, Cartoon Network, CMT, CNBC, CNN,
Comedy Central, Court TV, C-SPAN, C-SPAN 2, Discovery Channel, E! Entertainment
Television, ESPN, ESPN2, Fox Family Channel, Fox News Channel, FX, Game Show
Network, The Health Network, The History Channel, HGTV, The Learning Channel,
Lifetime, Local Programming, Metro, Metro Traffic & Weather, Metro Learning,
MSNBC, MTV, TNN, News 12 Long Island, Nickelodeon, On OptimumTV, OTB (p/t),
Sci-Fi Channel, SoapNet, Speedvision, Telecare, TNT, USA Network, VH1,
The Weather Channel

(Broadcast Basic at \$10.85 + Family Cable at \$27.90 = \$38.75 monthly)

BROADCAST BASIC – \$10.85 monthly

WCBS, WNBC, WNYW, WABC, WOR, WPIX, WNET, WLIW, WLNY,
WHSI, WFXN, WXTV, WNUD, WBS, QVC, Shop At Home,
ValueVision, Public Access, PPV, Coming Attractions

Channel Lineup

- | | |
|-------------------------------------|-------------------------------------|
| 1/99 PPV Coming Attractions | 43 AMC |
| 2 WCBS (2) New York (CBS) | 44 Bravo |
| 3 FOX Sports Net New York | 45 Lifetime |
| 4 WNBC (4) New York (NBC) | 46 A&E |
| 5 WNYW (5) New York (Fox) | 47 WNJU (47) Linden (IND) |
| 6 HBO | 48 Sci-Fi Channel |
| 7 WABC (7) New York (ABC) | 49 Fox Family Channel |
| 8 CNN | 50 Comedy Central |
| 9 WWOR (9) Secaucus (IND) | 51 E! Entertainment TV |
| 10 The Weather Channel | 52 VH1 |
| 11 WPIX (11) New York (IND) | 53 MTV |
| 12 News 12 Long Island* | 54 BET |
| 13 WNET (13) New York (PBS) | 55 WLNY (55) Riverhead (IND) |
| 14 On OptimumTV | 56 WHSI (67) Smithtown (HSN) |
| 15 MSG Network | 57 Animal Planet |
| 16 Metro* | 58 Court TV |
| 17 Metro Traffic & Weather* | 59 Game Show Network |
| 18 Metro Learning* | 60 The Health Network** |
| 19 C-SPAN 2 | 61 QVC |
| 20 C-SPAN | 62 Shop at Home |
| 21 WLIW (21) Plainview (PBS) | 63 ValueVision |
| 22 Fox News Channel | 64 PPV Movies & Events |
| 23 MSNBC | 65 PPV Hit Movies |
| 24 CNBC | 66 PPV Hit Movies |
| 25 Telecare** | 67 Playboy TV/OTB/RAI |
| 26 The History Channel | 68 PPV Spice (Adult) |
| 27 Discovery Channel | 69 PPV Action |
| 28 The Learning Channel | 70 Local Programming***† |
| 29 Food Network | 71 Public Access/CMT |
| 30 HGTV | 72 SoapNet |
| 31 WPIX (31) New York (PAX) | 73 MuchMusic |
| 32 Cartoon Network | 74 TNN |
| 33 Nickelodeon | 75 Speedvision |
| 34 Disney Channel | 76 Independent Film Channel |
| 35 ESPN2 | 77 The New Encore |
| 36 ESPN | 78 STARZ! |
| 37 TNT | 79 HBO Plus |
| 38 USA Network | 80 Showtime |
| 39 TBS | 81 Showtime 2 |
| 40 FX | 82 Flix |
| 41 WXTV (41) Paterson (IND) | 83 Cinemax |
| 42 Romance Classics | 84 The Movie Channel |
| | 85 PPV Spice 2 (Adult) |
| | 86 PPV Hit Movies |
| | 87 PPV Hit Movies |

*Cable exclusive.

** May be periodically interrupted with alternate programming.

† Malverne customers - Malverne Access, Channel 70.

‡ Rockville Centre customers - School Channel, Channel 69; Gov't Access, Channel 70

Some services may require an addressable cable box.

Note: Second channel number indicates location on cable-ready TV sets.

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

Month	Services	Monthly Rates
Broadcast Basic	\$ 10.85	Family Cable \$ 27.90
Packages: Includes Broadcast Basic. (Packages require an addressable cable box.)		
Optimum		\$ 45.50
Optimum Preferred		\$ 61.95
Optimum Gold		\$ 78.95
Fee for premium programming on additional outlet(s) (charge per household)		\$ 4.50
Addressable cable box		ea. \$ 2.76
One addressable addset cable box (with discounted premium programming outlet fee)*		\$ 5.26
Two addressable addset cable boxes (with discounted premium programming outlet fee)*		\$ 8.02
Three addressable addset cable boxes and above*		ea. \$ 2.76
Wireless remote control for addressable cable box		ea. \$.17
Watch N' Record addressable cable box		ea. \$ 5.34
Watch N' Record remote control		ea. \$.36
Service to additional outlet without a cable box or premium service(s)		Free
TV Guide - A weekly program guide to OptimumTV's channel lineup		ea. \$ 3.99
The Cable Guide (monthly)		ea. \$ 1.50

*Available only when ordering Optimum, Optimum Preferred or Optimum Gold packages.

Pay Per View (see notes 1 & 2)

Movies and special events	Priced individually
Playboy TV	(per night) \$ 8.95
Adult programming	(per title) \$ 8.95

Notes: 1. Requires a subscription to Broadcast Basic at \$10.85/month.
2. Requires an on-screen display addressable cable box.

One-Time Charges

Connection: Standard aerial or underground connection of up to 150 feet from main cable line	
Non-wired home	\$ 61.33
Pre-wired home	\$ 34.51
Charges for aerial or underground connection in excess of 150 feet quoted in advance. Custom connection charges will be quoted prior to commencement of work. Deposits or partial advance payments may be required and are not refundable once work has commenced. Full payment due upon completion of work.	
Connection of service to additional cable TV outlet at time of initial connection	ea. \$ 34.70
Separate visit	1st additional outlet \$ 47.48
Subsequent (2nd, 3rd, etc.) additional outlet(s)	ea. \$ 47.48
Connection of VCR or antenna A/B switch if done at time of initial connection	
(not including A/B switch)	\$ 21.55
All other times (not including A/B switch)	ea. \$ 21.55
Relocate internal or external cable or cable outlet	ea. \$ 42.79
Change of service	
Service call	\$ 32.33
Upgrade/downgrade/lateral change - home visit	ea. \$ 21.55
Upgrade/downgrade/lateral change - transaction fee (home visit not required)	ea. \$ 1.99
Disconnect	Free
Returned check charge	ea. \$ 15.00
Home collection charge	ea. \$ 25.00
Equipment	
VCR or antenna A/B switch (self-installed)	ea. \$ 10.00

OTHER TERMS:

1. An additional charge from 3.1963% to 5.25% (depending on where you live) of your total fees for programming and equipment charges will be added to your bill, and paid to your state and local government. An FCC administrative fee of 4¢ per month will also be added to your bill. All charges may be subject to sales tax.
2. Initial service and programming charges are billed from date of connection to the end of the current billing period.
3. All outside wiring connections must be performed by Cablevision with Cablevision equipment. Inside wiring, including the connection of antenna A/B switches and VCRs, not performed by Cablevision must meet our technical standards. A/B switches purchased from sources other than Cablevision must also meet Cablevision's technical standards.
4. Channel selectors/cable boxes, wireless hand-held remote controls and certain other equipment are the property of Cablevision and must be returned when service is changed or disconnected. In the event a channel selector/cable box is lost, stolen, damaged, destroyed or not returned, Cablevision will charge your account up to \$200 for each cable box and up to \$15 for each wireless hand-held remote control.
5. An adult (18 years or older) member of household must be present during connection and service appointments.
6. Cablevision reserves the right to institute different rates and/or terms and conditions of service for promotional purposes.
7. One-time charges may be paid in full or, for your convenience, by installment.
8. Downgrades are free within 30 days of a change in rates or retiering of services.
9. If your account is 30 days past due, you will see a reminder message on your statement. If your past due balance is not paid after another 15 days (45 days in total), you will be charged a \$3.75 late fee on top of your past due balance. If your account remains unpaid, your service may be disconnected. You can avoid any late charges by paying your bill promptly.

Rates effective for residential customers: January, 2001

04 ROSLYN

T.P.#	VILLAGE	MAP	POLE	CAS	TAP	FEET	TEST DATE	TECH #	VISUAL P/V	MIN C/N	PICTURE QUALITY	% of HUM
	CARLE PLACE	15-e-49		N + 3	8	180						
1	Jamaca Blvd N/O Westbury Av.	Node # 189										
	OLD WESTBURY	14-e-50	L - 70	N + 4	8	233						
2	Hastings Rd. S/O South St.	Node # 111										
	ROSLYN HEIGHTS	14-e-25	L - 70	N + 4	23	155						
3	Willow St. W/O Willis Av.	Node # 172										
	ROSLYN HEIGHTS	14-e-27	T - 2	N + 4	14	201						
4	Norman Pl. S/O Maple St.	Node # 142										
	ALBERTSON	14-e-28	L - 2	N + 3	14	215						
5	Yule St. C/O Willis Av.	Node # 120										
	LAKE SUCCESS	6-e-37	5	N + 4	14	210						
6	Pembroke Av. C/O Fayette Pl.	Node # 45										
	LAKE SUCCESS	6-e-37	6	N + 3	8	528						
7	Westminster Rd. C/O Kensington Pl.	Node # 47										

2001

+ half Proofs

N. Hemp.

401	C/N	CSO	CTB	LEVEL	HUM	INCH.
3						0.4
12						1.3
21						1.0
30						1.4
36						1.5
46						1.0
57						0.6
63						1.0
74						1.8

402	C/N	CSO	CTB	LEVEL	HUM	INCH.
3						.8
12						1.3
21						1.2
30						1.5
36						1.1
46						.8
57						.8
63						.4
74						1.5

403	C/N	CSO	CTB	LEVEL	HUM	INCH.
3						1.0
12						1.4
21						1.1
30						1.5
36						1.1
46						.8
57						1.8
63						.5
74						1.5

404	C/N	CSO	CTB	LEVEL	HUM	INCH.
3						1.1
12						1.8
21						1.1
30						1.8
36						1.4
46						.8
57						.8
63						.8
74						1.8

ilent Form 8600-FCC_24-1 of 34

09	Location	File 0301	05JAN01	03:02
10	Location	File 0302	05JAN01	08:15
11	Location	File 0303	05JAN01	13:37
12	Location	File 0304	05JAN01	18:52

st By _____

ile ate ime h #	09 05JAN01 03:02 Visual	10 05JAN01 08:15 Visual	11 05JAN01 13:37 Visual	12 05JAN01 18:52 Visual	24 Hour Variation	24 Hour Result	Ch #
02	+10.5	+10.2	+10.0	+10.1	00.5	Pass	02
03	+11.0	+10.5	+10.2	+10.3	00.8	Pass	03
04	+10.7	+10.4	+10.5	+10.4	00.3	Pass	04
05	+11.6	+11.1	+11.1	+10.8	00.8	Pass	05
06	+12.1	+11.6	+11.7	+11.7	00.5	Pass	06
95	+11.6	+10.6	+11.2	+10.9	01.0	Pass	95
96	+11.6	+10.9	+11.1	+10.5	01.1	Pass	96
99	+13.0	+12.0	+12.4	+12.4	01.0	Pass	99
14	+13.2	+12.6	+12.7	+12.4	00.8	Pass	14
15	+12.9	+12.9	+12.8	+12.8	00.1	Pass	15
16	+13.0	+12.4	+12.3	+12.5	00.7	Pass	16
17	+11.2	+10.4	+10.2	+10.6	01.0	Pass	17
18	+12.7	+12.2	+12.2	+12.1	00.6	Pass	18
19	+11.9	+11.2	+11.4	+11.3	00.7	Pass	19
20	+12.5	+12.3	+12.3	+12.2	00.3	Pass	20
21	+13.2	+12.1	+12.6	+12.5	01.1	Pass	21
22	+12.2	+12.0	+12.2	+12.2	00.2	Pass	22
07	+12.9	+12.5	+12.4	+12.4	00.5	Pass	07
08	+13.2	+12.6	+12.8	+12.7	00.6	Pass	08
09	+13.4	+13.2	+13.1	+13.1	00.3	Pass	09
10	+13.5	+13.0	+12.7	+12.9	00.8	Pass	10
11	+13.3	+12.5	+12.9	+12.7	00.8	Pass	11
12	+13.6	+13.0	+12.9	+13.0	00.7	Pass	12
13	+12.4	+11.8	+12.2	+12.0	00.6	Pass	13
23	+12.6	+12.1	+12.1	+12.4	00.5	Pass	23
24	+12.8	+12.1	+12.1	+12.3	00.7	Pass	24
25	+12.9	+12.2	+12.0	+12.3	00.9	Pass	25
26	+12.6	+12.2	+11.7	+12.3	00.9	Pass	26
27	+12.7	+11.6	+11.8	+11.8	01.1	Pass	27
28	+12.1	+11.0	+11.3	+11.4	01.1	Pass	28
29	+12.0	+11.1	+10.9	+10.3	01.7	Pass	29
30	+12.8	+12.1	+12.1	+12.0	00.8	Pass	30
31	+13.4	+12.5	+12.7	+12.5	00.9	Pass	31
32	+13.5	+12.8	+12.8	+12.8	00.7	Pass	32
33	+14.0	+13.2	+13.2	+13.1	00.9	Pass	33
34	+13.1	+12.4	+13.0	+12.5	00.7	Pass	34
35	+13.7	+13.0	+12.9	+13.1	00.8	Pass	35
	+14.0	+13.3	+13.0	+13.4	01.0	Pass	36
	+13.8	+13.2	+13.2	+13.1	00.7	Pass	37
8	+13.6	+12.9	+12.8	+12.9	00.8	Pass	38

ilent Form 8600-FCC_24-2 of 3:

09	Location	File 0301	05JAN01	03:02
10	Location	File 0302	05JAN01	08:15
11	Location	File 0303	05JAN01	13:37
12	Location	File 0304	05JAN01	18:52

st By _____

File	09	10	11	12			
Date	05JAN01	05JAN01	05JAN01	05JAN01			
Time	03:02	08:15	13:37	18:52	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
39	+13.7	+12.7	+12.9	+12.6	01.1	Pass	39
40	+13.5	+12.5	+12.5	+12.6	01.0	Pass	40
41	+13.0	+12.1	+12.0	+12.0	01.0	Pass	41
42	+12.8	+12.4	+11.8	+11.7	01.1	Pass	42
43	+13.8	+12.9	+12.9	+12.9	00.9	Pass	43
44	+13.5	+12.9	+12.6	+12.9	00.9	Pass	44
45	+13.4	+12.3	+12.3	+12.5	01.1	Pass	45
46	+13.5	+12.7	+12.8	+12.5	01.0	Pass	46
47	+13.5	+12.7	+12.4	+12.7	01.1	Pass	47
48	+13.8	+12.7	+12.9	+12.8	01.1	Pass	48
49	+14.0	+13.2	+13.1	+13.2	00.9	Pass	49
50	+14.2	+13.3	+13.2	+13.3	01.0	Pass	50
51	+14.4	+13.7	+13.5	+13.7	00.9	Pass	51
52	+14.9	+14.1	+14.0	+14.0	00.9	Pass	52
53	+14.9	+14.2	+14.2	+14.2	00.7	Pass	53
54	+14.9	+14.3	+14.1	+14.1	00.8	Pass	54
55	+15.1	+14.1	+13.5	+13.9	01.6	Pass	55
56	+15.1	+14.4	+14.3	+14.0	01.1	Pass	56
57	+14.5	+14.3	+13.9	+13.8	00.7	Pass	57
58	+13.9	+13.6	+13.3	+13.2	00.7	Pass	58
59	+14.7	+13.4	+13.2	+13.3	01.5	Pass	59
60	+15.5	+14.3	+14.2	+14.4	01.3	Pass	60
61	+16.0	+15.3	+15.0	+15.1	01.0	Pass	61
62	+16.1	+15.5	+15.3	+15.3	00.8	Pass	62
63	+16.5	+15.6	+15.3	+15.2	01.3	Pass	63
64	+15.0	+14.5	+15.4	+14.0	01.4	Pass	64
65	+16.5	+16.0	+15.6	+15.9	00.9	Pass	65
66	+16.6	+15.7	+15.9	+16.0	00.9	Pass	66
67	+16.9	+16.1	+15.7	+15.8	01.2	Pass	67
68	+14.8	+16.2	+16.3	+16.1	01.5	Pass	68
69	+15.3	+13.2	+15.2	+15.9	02.7	Pass	69
70	+17.0	+16.4	+15.8	+16.2	01.2	Pass	70
71	+16.0	+15.4	+14.9	+15.1	01.1	Pass	71
72	+15.9	+14.8	+14.5	+14.8	01.4	Pass	72
73	+17.2	+16.3	+15.9	+15.9	01.3	Pass	73
74	+17.1	+16.3	+15.9	+16.3	01.2	Pass	74
75	+17.3	+16.4	+16.2	+16.7	01.1	Pass	75
76	+16.9	+15.9	+15.8	+16.0	01.1	Pass	76
77	+16.4	+15.5	+15.2	+15.5	01.2	Pass	77
78	+16.1	+15.1	+15.0	+15.4	01.1	Pass	78

09	Location	File 0301	05JAN01	03:02
10	Location	File 0302	05JAN01	08:15
11	Location	File 0303	05JAN01	13:37
12	Location	File 0304	05JAN01	18:52

st By_____

File	09	10	11	12			
ate	05JAN01	05JAN01	05JAN01	05JAN01			
ime	03:02	08:15	13:37	18:52			
h #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
79	+16.0	+15.0	+15.3	+15.1	01.0	Pass	79
80	+18.7	+17.6	+17.4	+18.1	01.3	Pass	80
81	+16.3	+16.4	+15.1	+16.1	01.3	Pass	81
82	+17.1	+16.5	+15.6	+16.5	01.5	Pass	82
83	+16.6	+17.7	+16.4	+14.9	02.8	Pass	83
84	+17.0	+16.7	+16.0	+16.0	01.0	Pass	84
85	+18.3	+18.2	+17.2	+17.8	01.1	Pass	85

ilent Form 8600-FCC-1 of 3
ate 05JAN01

18:52

emp +63.5 F (+17.5 C)

ocation File 0304

Cascade

Peak-to-Valley 08.0 dB

Test Point

Test By

Ch #	Signal Visual	Level Data Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
02	+10.1	-04.4	14.5	Pass	Pass	Pass	Pass
03	+10.3	-04.1	14.4	Pass	Pass	Pass	Pass
04	+10.4	-04.4	14.8	Pass	Pass	Pass	Pass
05	+10.8	-03.3	14.1	Pass	Pass	Pass	Pass
06	+11.7	-03.1	14.8	Pass	Pass	Pass	Pass
95	+10.9	-03.4	14.3	Pass	Pass	Pass	Pass
96	+10.5	-02.8	13.3	Pass	Pass	Pass	Pass
99	+12.4	-02.0	14.4	Pass	Pass	Pass	Pass
14	+12.4	-02.5	14.9	Pass	Pass	Pass	Pass
15	+12.8	-02.3	15.1	Pass	Pass	Pass	Pass
16	+12.5	-02.1	14.6	Pass	Pass	Pass	Pass
17	+10.6	-04.8	15.4	Pass	Pass	Pass	Pass
18	+12.1	-02.4	14.5	Pass	Pass	Pass	Pass
19	+11.3	-03.1	14.4	Pass	Pass	Pass	Pass
20	+12.2	-02.1	14.3	Pass	Pass	Pass	Pass
1	+12.5	-02.5	15.0	Pass	Pass	Pass	Pass
2	+12.2	-02.6	14.8	Pass	Pass	Pass	Pass
07	+12.4	-02.4	14.8	Pass	Pass	Pass	Pass
08	+12.7	-02.1	14.8	Pass	Pass	Pass	Pass
09	+13.1	-02.1	15.2	Pass	Pass	Pass	Pass
10	+12.9	-01.6	14.5	Pass	Pass	Pass	Pass
11	+12.7	-01.8	14.5	Pass	Pass	Pass	Pass
12	+13.0	-02.0	15.0	Pass	Pass	Pass	Pass
13	+12.0	-02.0	14.0	Pass	Pass	Pass	Pass
23	+12.4	-02.2	14.6	Pass	Pass	Pass	Pass
24	+12.3	-02.9	15.2	Pass	Pass	Pass	Pass
25	+12.3	-03.2	15.5	Pass	Pass	Pass	Pass
26	+12.3	-02.7	15.0	Pass	Pass	Pass	Pass
27	+11.8	-03.1	14.9	Pass	Pass	Pass	Pass
28	+11.4	-03.6	15.0	Pass	Pass	Pass	Pass
29	+10.3	-02.6	12.9	Pass	Pass	Pass	Pass
30	+12.0	-02.7	14.7	Pass	Pass	Pass	Pass
31	+12.5	-02.3	14.8	Pass	Pass	Pass	Pass
32	+12.8	-01.9	14.7	Pass	Pass	Pass	Pass
33	+13.1	-01.3	14.4	Pass	Pass	Pass	Pass
34	+12.5	-01.7	14.2	Pass	Pass	Pass	Pass
35	+13.1	-02.1	15.2	Pass	Pass	Pass	Pass
36	+13.4	-01.6	15.0	Pass	Pass	Pass	Pass
37	+13.1	-01.7	14.8	Pass	Pass	Pass	Pass
38	+12.9	-01.9	14.8	Pass	Pass	Pass	Pass

lent Form 8600-FCC-2 of 3
te 05JAN01

18:52

mp +63.5 F (+17.5 C)

cation File 0304

Cascade

Peak-to-Valley 08.0 dB

Test Point

Test By

h	Signal Visual	Level Data Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
9	+12.6	-01.5	14.1	Pass	Pass	Pass	Pass
0	+12.6	-02.1	14.7	Pass	Pass	Pass	Pass
1	+12.0	-02.1	14.1	Pass	Pass	Pass	Pass
2	+11.7	-02.0	13.7	Pass	Pass	Pass	Pass
3	+12.9	-01.7	14.6	Pass	Pass	Pass	Pass
4	+12.9	-01.8	14.7	Pass	Pass	Pass	Pass
5	+12.5	-02.1	14.6	Pass	Pass	Pass	Pass
6	+12.5	-02.2	14.7	Pass	Pass	Pass	Pass
7	+12.7	-02.2	14.9	Pass	Pass	Pass	Pass
8	+12.8	-01.6	14.4	Pass	Pass	Pass	Pass
9	+13.2	-01.8	15.0	Pass	Pass	Pass	Pass
0	+13.3	-01.4	14.7	Pass	Pass	Pass	Pass
1	+13.7	-01.4	15.1	Pass	Pass	Pass	Pass
2	+14.0	-00.9	14.9	Pass	Pass	Pass	Pass
3	+14.2	-00.7	14.9	Pass	Pass	Pass	Pass
4	+14.1	-00.5	14.6	Pass	Pass	Pass	Pass
5	+13.9	-00.9	14.8	Pass	Pass	Pass	Pass
6	+14.0	-00.9	14.9	Pass	Pass	Pass	Pass
7	+13.8	-01.1	14.9	Pass	Pass	Pass	Pass
8	+13.2	-01.6	14.8	Pass	Pass	Pass	Pass
9	+13.3	-00.9	14.2	Pass	Pass	Pass	Pass
0	+14.4	+00.0	14.4	Pass	Pass	Pass	Pass
1	+15.1	+00.3	14.8	Pass	Pass	Pass	Pass
2	+15.3	+00.6	14.7	Pass	Pass	Pass	Pass
3	+15.2	+00.5	14.7	Pass	Pass	Pass	Pass
4	+14.0	+02.0	12.0	Pass	Pass	Pass	Pass
5	+15.9	+00.0	15.9	Pass	Pass	Pass	Pass
6	+16.0	+00.9	15.1	Pass	Pass	Pass	Pass
7	+15.8	+02.4	13.4	Pass	Pass	Pass	Pass
8	+16.1	-01.0	17.1	FAIL	Pass	Pass	Pass
9	+15.9	+00.6	15.3	Pass	Pass	Pass	Pass
0	+16.2	+01.5	14.7	Pass	Pass	Pass	Pass
1	+15.1	-00.2	15.3	Pass	Pass	Pass	Pass
2	+14.8	-01.3	16.1	Pass	Pass	Pass	Pass
3	+15.9	+00.9	15.0	Pass	Pass	Pass	Pass
4	+16.3	+01.0	15.3	Pass	Pass	Pass	Pass
5	+16.7	+00.9	15.8	Pass	Pass	Pass	Pass
6	+16.0	+01.1	14.9	Pass	Pass	Pass	Pass
7	+15.5	+01.3	14.2	Pass	Pass	Pass	Pass
8	+15.4	+00.7	14.7	Pass	Pass	Pass	Pass

ilent Form 8600-FCC-3 of 3
ate 05JAN01

18:52

emp +63.5 F (+17.5 C)

ocation File 0304

Cascade

Peak-to-Valley 08.0 dB

Test Point

Test By

Ch #	Signal Level Data Visual Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
79	+15.1 +00.5	14.6	Pass	Pass	Pass	Pass
80	+18.1 +03.5	14.6	Pass	Pass	Pass	Pass
81	+16.1 +01.2	14.9	Pass	Pass	Pass	Pass
82	+16.5 +03.1	13.4	Pass	Pass	Pass	Pass
83	+14.9 +01.5	13.4	Pass	Pass	Pass	Pass
84	+16.0 +01.7	14.3	Pass	Pass	Pass	Pass
85	+17.8 +02.9	14.9	Pass	Pass	Pass	Pass

FCC Compliance Report - Signal Level

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 403

Test Point: 34

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp. °F °C		Tester	Visual Level (dBmV)	Aural Level (dBmV)	V-A Diff (dB)	V-A No Conv. Status	V-A Bbnd Conv. Status	Vis Level Status	Adj Chan Status
3	05-Feb-01	03:30	40.0	4.4	9	15.60	0.90	14.70	PASS	PASS	PASS	PASS
12	05-Feb-01	03:30	40.0	4.4	9	18.10	2.90	15.20	PASS	PASS	PASS	PASS
21	05-Feb-01	03:30	40.0	4.4	9	18.50	3.50	15.00	PASS	PASS	PASS	PASS
30	05-Feb-01	03:30	40.0	4.4	9	19.90	4.70	15.20	PASS	PASS	PASS	PASS
36	05-Feb-01	03:30	40.0	4.4	9	17.90	2.40	15.50	PASS	PASS	PASS	PASS
46	05-Feb-01	03:30	40.0	4.4	9	17.10	2.30	14.80	PASS	PASS	PASS	PASS
57	05-Feb-01	03:30	40.0	4.4	9	17.90	3.50	14.40	PASS	PASS	PASS	PASS
63	05-Feb-01	03:30	40.0	4.4	9	20.60	6.00	14.60	PASS	PASS	PASS	PASS
74	05-Feb-01	03:30	40.0	4.4	9	23.20	7.70	15.50	PASS	PASS	PASS	PASS

Overall Status:

PASS PASS PASS PASS

Full-System Visual Level Variation/Status:

7.60 dB

PASS

FCC Compliance Report - Carrier-to-Noise Ratio

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 403

Test Point: 34

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp.		Tester		Measured C/N Ratio (dB)	C/N Status
			°F	°C				
3	05-Feb-01	03:30	40.0	4.4	9		51.00	PASS
12	05-Feb-01	03:30	40.0	4.4	9		52.60	PASS
21	05-Feb-01	03:30	40.0	4.4	9		51.30	PASS
30	05-Feb-01	03:30	40.0	4.4	9		46.70	PASS
36	05-Feb-01	03:30	40.0	4.4	9		47.60	PASS
46	05-Feb-01	03:30	40.0	4.4	9		47.80	PASS
57	05-Feb-01	03:30	40.0	4.4	9		47.80	PASS
63	05-Feb-01	03:30	40.0	4.4	9		45.20	PASS
74	05-Feb-01	03:30	40.0	4.4	9		47.60	PASS

Overall Status: PASS

FCC Compliance Report - Composite Second Order

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 403

Test Point: 34

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp. °F °C		Tester	Measured CSO (dB)	CSO Status
3	05-Feb-01	03:30	40.0	4.4	9	67.50	PASS
12	05-Feb-01	03:30	40.0	4.4	9	70.70	PASS
21	05-Feb-01	03:30	40.0	4.4	9	67.80	PASS
30	05-Feb-01	03:30	40.0	4.4	9	68.70	PASS
36	05-Feb-01	03:30	40.0	4.4	9	66.80	PASS
46	05-Feb-01	03:30	40.0	4.4	9	66.50	PASS
57	05-Feb-01	03:30	40.0	4.4	9	66.90	PASS
69	05-Feb-01	03:30	40.0	4.4	9	69.00	PASS
74	05-Feb-01	03:30	40.0	4.4	9	67.60	PASS

Overall Status: PASS

FCC Compliance Report - Composite Triple Beat

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 403

Test Point: 34

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp.		Tester		Measured CTB (dB)	CTB Status
			°F	°C				
3	05-Feb-01	03:30	40.0	4.4	9		63.90	PASS
12	05-Feb-01	03:30	40.0	4.4	9		66.20	PASS
21	05-Feb-01	03:30	40.0	4.4	9		66.10	PASS
30	05-Feb-01	03:30	40.0	4.4	9		63.90	PASS
36	05-Feb-01	03:30	40.0	4.4	9		65.00	PASS
46	05-Feb-01	03:30	40.0	4.4	9		64.20	PASS
57	05-Feb-01	03:30	40.0	4.4	9		65.60	PASS
63	05-Feb-01	03:30	40.0	4.4	9		65.10	PASS
74	05-Feb-01	03:30	40.0	4.4	9		64.10	PASS

Overall Status: PASS

FCC Compliance Report - Hum

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 403

Cascade: N+4

Test Point: 34

Chan Name	Date	Time (24-Hr)	Temp.		Tester	Measured Hum (%)	Hum Status
			°F	°C			
3	05-Feb-01	03:30	40.0	4.4	9	1.50	PASS

Overall Status: PASS

ilent Form 8600-FCC_24-1 of 3:

13	Location	File 0401	05JAN01	02:57
14	Location	File 0402	05JAN01	08:25
15	Location	File 0403	05JAN01	13:41
16	Location	File 0404	05JAN01	18:58

st By _____

File	13	14	15	16			
Date	05JAN01	05JAN01	05JAN01	05JAN01			
Time	02:57	08:25	13:41	18:58	24 Hour	24 Hour	
Ch #	Visual	Visual	Visual	Visual	Variation	Result	Ch #
02	+12.7	+12.1	+12.4	+12.4	00.6	Pass	02
03	+13.0	+12.4	+12.7	+12.3	00.7	Pass	03
04	+13.2	+12.6	+12.6	+12.9	00.6	Pass	04
05	+13.6	+12.8	+13.2	+13.1	00.8	Pass	05
06	+13.3	+12.7	+12.9	+12.8	00.6	Pass	06
95	+13.1	+11.9	+12.8	+12.3	01.2	Pass	95
96	+12.6	+11.6	+12.2	+12.0	01.0	Pass	96
99	+13.6	+12.8	+13.4	+12.9	00.8	Pass	99
14	+14.0	+13.6	+14.2	+13.6	00.6	Pass	14
15	+14.4	+13.6	+13.9	+13.2	01.2	Pass	15
16	+14.0	+13.6	+13.9	+13.4	00.6	Pass	16
17	+12.5	+11.6	+10.3	+12.0	02.2	Pass	17
18	+13.9	+13.2	+13.5	+13.2	00.7	Pass	18
19	+12.7	+12.1	+12.5	+12.1	00.6	Pass	19
20	+13.8	+13.2	+13.5	+13.1	00.7	Pass	20
21	+13.7	+12.9	+13.4	+13.1	00.8	Pass	21
22	+13.9	+13.3	+13.7	+13.4	00.6	Pass	22
07	+14.0	+13.4	+13.7	+13.2	00.8	Pass	07
08	+13.7	+13.1	+13.5	+13.2	00.6	Pass	08
09	+13.8	+13.2	+13.6	+13.1	00.7	Pass	09
10	+14.0	+13.4	+14.0	+13.7	00.6	Pass	10
11	+14.1	+13.6	+14.2	+13.4	00.8	Pass	11
12	+13.9	+13.0	+13.6	+13.0	00.9	Pass	12
13	+13.7	+13.1	+13.5	+13.1	00.6	Pass	13
23	+13.2	+12.5	+12.7	+12.5	00.7	Pass	23
24	+12.8	+11.9	+12.4	+12.3	00.9	Pass	24
25	+12.1	+11.4	+11.6	+11.3	00.8	Pass	25
26	+11.8	+11.3	+11.7	+11.4	00.5	Pass	26
27	+12.1	+11.1	+11.7	+11.2	01.0	Pass	27
28	+12.1	+11.2	+11.7	+11.2	00.9	Pass	28
29	+11.4	+10.6	+11.2	+10.9	00.8	Pass	29
30	+12.1	+11.2	+11.6	+11.4	00.9	Pass	30
31	+12.8	+11.8	+12.3	+12.0	01.0	Pass	31
32	+13.4	+12.6	+13.1	+12.3	01.1	Pass	32
33	+13.4	+12.5	+13.0	+12.6	00.9	Pass	33
34	+13.7	+11.0	+13.3	+12.2	02.7	Pass	34
35	+13.6	+13.0	+13.4	+13.1	00.6	Pass	35
36	+13.5	+13.1	+13.4	+12.8	00.7	Pass	36
37	+13.6	+13.1	+13.4	+13.2	00.5	Pass	37
38	+13.2	+12.8	+13.1	+12.4	00.8	Pass	38

13	Location	File 0401	05JAN01	02:57
14	Location	File 0402	05JAN01	08:25
15	Location	File 0403	05JAN01	13:41
16	Location	File 0404	05JAN01	18:58

Test By _____

File	13	14	15	16			
Date	05JAN01	05JAN01	05JAN01	05JAN01			
Time	02:57	08:25	13:41	18:58			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
39	+13.2	+12.4	+13.2	+12.5	00.8	Pass	39
40	+13.3	+12.3	+12.9	+12.6	01.0	Pass	40
41	+13.2	+12.3	+12.4	+12.3	00.9	Pass	41
42	+12.6	+12.2	+12.6	+11.5	01.1	Pass	42
43	+13.2	+12.1	+12.8	+12.4	01.1	Pass	43
44	+13.1	+12.5	+12.9	+12.6	00.6	Pass	44
45	+13.3	+12.2	+12.7	+12.3	01.1	Pass	45
46	+13.0	+12.0	+12.5	+12.1	01.0	Pass	46
47	+13.1	+12.3	+12.7	+12.3	00.8	Pass	47
48	+13.7	+12.7	+13.3	+12.8	01.0	Pass	48
49	+13.5	+12.9	+12.9	+12.8	00.7	Pass	49
50	+14.3	+13.7	+14.0	+13.5	00.8	Pass	50
51	+13.9	+13.3	+13.6	+13.4	00.6	Pass	51
52	+14.4	+13.7	+14.3	+13.7	00.7	Pass	52
53	+14.6	+13.9	+14.4	+14.1	00.7	Pass	53
54	+15.0	+14.2	+14.7	+14.3	00.8	Pass	54
55	+15.0	+14.0	+14.5	+14.0	01.0	Pass	55
56	+15.2	+14.3	+14.3	+14.2	01.0	Pass	56
57	+15.1	+14.1	+14.5	+14.1	01.0	Pass	57
58	+14.8	+14.0	+14.4	+13.8	01.0	Pass	58
59	+14.4	+13.5	+13.9	+13.4	01.0	Pass	59
60	+14.7	+14.1	+14.4	+13.8	00.9	Pass	60
61	+14.9	+13.7	+14.5	+13.9	01.2	Pass	61
62	+15.1	+14.2	+14.5	+14.2	00.9	Pass	62
63	+15.6	+14.2	+14.5	+14.6	01.4	Pass	63
64	+15.2	+12.9	+14.5	+14.1	02.3	Pass	64
65	+15.6	+14.8	+15.2	+14.5	01.1	Pass	65
66	+15.7	+13.7	+14.4	+14.5	02.0	Pass	66
67	+15.8	+14.5	+14.8	+12.4	03.4	Pass	67
68	+14.4	+14.8	+15.5	+14.6	01.1	Pass	68
69	+14.0	+13.7	+14.0	+12.4	01.6	Pass	69
70	+13.7	+12.8	+12.8	+13.2	00.9	Pass	70
71	+13.2	+12.4	+12.7	+12.8	00.8	Pass	71
72	+13.3	+11.7	+12.4	+12.3	01.6	Pass	72
73	+15.1	+13.9	+14.5	+14.0	01.2	Pass	73
74	+15.3	+14.3	+14.5	+14.0	01.3	Pass	74
75	+14.8	+13.8	+14.5	+13.9	01.0	Pass	75
76	+15.6	+13.7	+14.1	+14.3	01.9	Pass	76
77	+14.4	+13.2	+13.6	+13.4	01.2	Pass	77
78	+14.3	+12.9	+13.4	+12.4	01.9	Pass	78

13	Location	File 0401	05JAN01	02:57
14	Location	File 0402	05JAN01	08:25
15	Location	File 0403	05JAN01	13:41
16	Location	File 0404	05JAN01	18:58

st By_____

File	13	14	15	16			
Date	05JAN01	05JAN01	05JAN01	05JAN01			
Time	02:57	08:25	13:41	18:58			
Ch #	Visual	Visual	Visual	Visual	24 Hour Variation	24 Hour Result	Ch #
79	+14.3	+12.7	+13.4	+13.2	01.6	Pass	79
80	+16.0	+15.9	+15.7	+15.5	00.5	Pass	80
81	+13.4	+14.1	+13.7	+13.7	00.7	Pass	81
82	+14.9	+13.5	+13.6	+13.7	01.4	Pass	82
83	+15.0	+13.9	+13.2	+10.5	04.5	Pass	83
84	+15.0	+14.2	+14.3	+13.6	01.4	Pass	84
85	+15.7	+15.5	+15.1	+14.8	00.9	Pass	85

lent Form 8600-FCC-1 of 3
ate 05JAN01

18:58

amp +64.2 F (+17.9 C)

ocation File 0404

Cascade

Peak-to-Valley 05.0 dB

Test Point

Test By

Ch #	Signal Visual	Level Data Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
02	+12.4	-02.1	14.5	Pass	Pass	Pass	Pass
03	+12.3	-01.4	13.7	Pass	Pass	Pass	Pass
04	+12.9	-01.8	14.7	Pass	Pass	Pass	Pass
05	+13.1	-02.2	15.3	Pass	Pass	Pass	Pass
06	+12.8	-01.7	14.5	Pass	Pass	Pass	Pass
95	+12.3	-02.0	14.3	Pass	Pass	Pass	Pass
96	+12.0	-02.2	14.2	Pass	Pass	Pass	Pass
99	+12.9	-01.2	14.1	Pass	Pass	Pass	Pass
14	+13.6	-01.1	14.7	Pass	Pass	Pass	Pass
15	+13.2	-00.4	13.6	Pass	Pass	Pass	Pass
16	+13.4	-00.9	14.3	Pass	Pass	Pass	Pass
17	+12.0	-04.5	16.5	Pass	Pass	Pass	Pass
18	+13.2	-01.2	14.4	Pass	Pass	Pass	Pass
19	+12.1	-02.2	14.3	Pass	Pass	Pass	Pass
20	+13.1	-01.1	14.2	Pass	Pass	Pass	Pass
21	+13.1	-02.0	15.1	Pass	Pass	Pass	Pass
22	+13.4	-01.7	15.1	Pass	Pass	Pass	Pass
07	+13.2	-01.8	15.0	Pass	Pass	Pass	Pass
08	+13.2	-01.1	14.3	Pass	Pass	Pass	Pass
09	+13.1	-01.9	15.0	Pass	Pass	Pass	Pass
10	+13.7	-01.4	15.1	Pass	Pass	Pass	Pass
11	+13.4	-01.5	14.9	Pass	Pass	Pass	Pass
12	+13.0	-01.4	14.4	Pass	Pass	Pass	Pass
13	+13.1	-01.7	14.8	Pass	Pass	Pass	Pass
23	+12.5	-02.8	15.3	Pass	Pass	Pass	Pass
24	+12.3	-03.0	15.3	Pass	Pass	Pass	Pass
25	+11.3	-04.2	15.5	Pass	Pass	Pass	Pass
26	+11.4	-03.0	14.4	Pass	Pass	Pass	Pass
27	+11.2	-04.0	15.2	Pass	Pass	Pass	Pass
28	+11.2	-04.0	15.2	Pass	Pass	Pass	Pass
29	+10.9	-02.9	13.8	Pass	Pass	Pass	Pass
30	+11.4	-03.5	14.9	Pass	Pass	Pass	Pass
31	+12.0	-03.0	15.0	Pass	Pass	Pass	Pass
32	+12.3	-02.2	14.5	Pass	Pass	Pass	Pass
33	+12.6	-01.9	14.5	Pass	Pass	Pass	Pass
34	+12.2	-01.8	14.0	Pass	Pass	Pass	Pass
35	+13.1	-02.3	15.4	Pass	Pass	Pass	Pass
36	+12.8	-01.7	14.5	Pass	Pass	Pass	Pass
37	+13.2	-01.9	15.1	Pass	Pass	Pass	Pass
38	+12.4	-02.1	14.5	Pass	Pass	Pass	Pass

lent Form 8600-FCC-2 of 3
ate 05JAN01

18:58

amp +64.2 F (+17.9 C)

ocation File 0404

Cascade

Peak-to-Valley 05.0 dB

Test Point

Test By

Ch #	Signal Visual	Level Aural	Data Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
39	+12.5	-01.8		14.3	Pass	Pass	Pass	Pass
40	+12.6	-02.5		15.1	Pass	Pass	Pass	Pass
41	+12.3	-02.1		14.4	Pass	Pass	Pass	Pass
42	+11.5	-02.0		13.5	Pass	Pass	Pass	Pass
43	+12.4	-02.1		14.5	Pass	Pass	Pass	Pass
44	+12.6	-02.2		14.8	Pass	Pass	Pass	Pass
45	+12.3	-02.3		14.6	Pass	Pass	Pass	Pass
46	+12.1	-02.5		14.6	Pass	Pass	Pass	Pass
47	+12.3	-02.1		14.4	Pass	Pass	Pass	Pass
48	+12.8	-02.3		15.1	Pass	Pass	Pass	Pass
49	+12.8	-01.9		14.7	Pass	Pass	Pass	Pass
50	+13.5	-01.9		15.4	Pass	Pass	Pass	Pass
51	+13.4	-01.5		14.9	Pass	Pass	Pass	Pass
52	+13.7	-00.6		14.3	Pass	Pass	Pass	Pass
53	+14.1	-00.8		14.9	Pass	Pass	Pass	Pass
54	+14.3	-00.2		14.5	Pass	Pass	Pass	Pass
55	+14.0	-00.8		14.8	Pass	Pass	Pass	Pass
56	+14.2	-00.5		14.7	Pass	Pass	Pass	Pass
57	+14.1	-00.7		14.8	Pass	Pass	Pass	Pass
58	+13.8	-01.4		15.2	Pass	Pass	Pass	Pass
59	+13.4	-01.0		14.4	Pass	Pass	Pass	Pass
60	+13.8	-00.5		14.3	Pass	Pass	Pass	Pass
61	+13.9	-01.0		14.9	Pass	Pass	Pass	Pass
62	+14.2	-00.1		14.3	Pass	Pass	Pass	Pass
63	+14.6	-00.4		15.0	Pass	Pass	Pass	Pass
64	+14.1	-00.8		14.9	Pass	Pass	Pass	Pass
65	+14.5	-00.8		15.3	Pass	Pass	Pass	Pass
66	+14.5	-01.0		15.5	Pass	Pass	Pass	Pass
67	+12.4	+01.2		11.2	Pass	Pass	Pass	Pass
68	+14.6	-03.9		18.5	FAIL	Pass	Pass	Pass
69	+12.4	-01.8		14.2	Pass	Pass	Pass	Pass
70	+13.2	-01.2		14.4	Pass	Pass	Pass	Pass
71	+12.8	-03.1		15.9	Pass	Pass	Pass	Pass
72	+12.3	-03.5		15.8	Pass	Pass	Pass	Pass
73	+14.0	-01.0		15.0	Pass	Pass	Pass	Pass
74	+14.0	-01.0		15.0	Pass	Pass	Pass	Pass
75	+13.9	-01.3		15.2	Pass	Pass	Pass	Pass
76	+14.3	-01.3		15.6	Pass	Pass	Pass	Pass
77	+13.4	-00.9		14.3	Pass	Pass	Pass	Pass
78	+12.4	-01.6		14.0	Pass	Pass	Pass	Pass

te 05JAN01

18:58

mp +64.2 F (+17.9 C)

cation File 0404

Cascade

Peak-to-Valley 05:0 dB

Test Point

Test By

h	Signal Visual	Level Data Aural	V:A Ratio	10-17 dB Ratio	+03.0 dBmV Min	03.0 dB Adj	13.0 dB Overall
9	+13.2	-02.1	15.3	Pass	Pass	Pass	Pass
0	+15.5	+00.9	14.6	Pass	Pass	Pass	Pass
1	+13.7	-01.3	15.0	Pass	Pass	Pass	Pass
2	+13.7	+00.7	13.0	Pass	Pass	FAIL	Pass
3	+10.5	-00.8	11.3	Pass	Pass	FAIL	Pass
4	+13.6	-00.6	14.2	Pass	Pass	FAIL	Pass
5	+14.8	+00.5	14.3	Pass	Pass	Pass	Pass

FCC Compliance Report - Signal Level

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 404

Test Point: 35

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp. °F °C		Tester	Visual Level (dBmV)	Aural Level (dBmV)	V-A Diff (dB)	V-A No Conv. Status	V-A Bbnd Conv. Status	Vis Level Status	Adj Chan Status
3	05-Feb-01	23:08	40.0	4.4	13	19.80	4.70	15.10	PASS	PASS	PASS	PASS
12	05-Feb-01	23:08	40.0	4.4	13	19.00	3.90	15.10	PASS	PASS	PASS	PASS
21	05-Feb-01	23:08	40.0	4.4	13	19.60	4.50	15.10	PASS	PASS	PASS	PASS
30	05-Feb-01	23:08	40.0	4.4	13	21.10	5.70	15.40	PASS	PASS	PASS	PASS
36	05-Feb-01	23:08	40.0	4.4	13	18.50	3.40	15.10	PASS	PASS	PASS	PASS
46	05-Feb-01	23:08	40.0	4.4	13	16.50	2.20	14.30	PASS	PASS	PASS	PASS
57	05-Feb-01	23:08	40.0	4.4	13	16.70	2.70	14.00	PASS	PASS	PASS	PASS
63	05-Feb-01	23:08	40.0	4.4	13	19.50	4.80	14.70	PASS	PASS	PASS	PASS
74	05-Feb-01	23:08	40.0	4.4	13	21.60	6.30	15.30	PASS	PASS	PASS	PASS

Overall Status: PASS PASS PASS PASS

Full-System Visual Level Variation/Status: 5.10 dB PASS

FCC Compliance Report - Carrier-to-Noise Ratio

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 404

Test Point: 35

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp.		Tester	Measured C/N Ratio (dB)	C/N Status
			°F	°C			
3	05-Feb-01	23:08	40.0	4.4	13	50.60	PASS
12	05-Feb-01	23:08	40.0	4.4	13	50.60	PASS
21	05-Feb-01	23:08	40.0	4.4	13	51.10	PASS
30	05-Feb-01	23:08	40.0	4.4	13	47.40	PASS
36	05-Feb-01	23:08	40.0	4.4	13	48.60	PASS
46	05-Feb-01	23:08	40.0	4.4	13	47.20	PASS
57	05-Feb-01	23:08	40.0	4.4	13	47.30	PASS
63	05-Feb-01	23:08	40.0	4.4	13	45.90	PASS
74	05-Feb-01	23:08	40.0	4.4	13	48.80	PASS

Overall Status: PASS

FCC Compliance Report - Composite Second Order

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 404

Test Point: 35

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp.		Tester		Measured CSO (dB)	CSO Status
			°F	°C				
3	05-Feb-01	23:08	40.0	4.4	13		71.00	PASS
12	06-Feb-01	01:59	40.0	4.4	13		69.20	PASS
21	06-Feb-01	01:59	40.0	4.4	13		72.10	PASS
30	06-Feb-01	01:59	40.0	4.4	13		68.40	PASS
36	06-Feb-01	01:59	40.0	4.4	13		66.40	PASS
46	06-Feb-01	01:59	40.0	4.4	13		66.50	PASS
57	06-Feb-01	01:59	40.0	4.4	13		67.40	PASS
63	06-Feb-01	00:37	40.0	4.4	13		73.10	PASS
74	05-Feb-01	23:08	40.0	4.4	13		64.70	PASS

Overall Status: PASS

FCC Compliance Report - Composite Triple Beat

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 404

Test Point: 35

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp.		Tester	Measured CTB (dB)	CTB Status
			°F	°C			
3	05-Feb-01	23:08	40.0	4.4	13	65.50	PASS
12	05-Feb-01	23:08	40.0	4.4	13	65.20	PASS
21	05-Feb-01	23:08	40.0	4.4	13	66.00	PASS
30	05-Feb-01	23:08	40.0	4.4	13	63.60	PASS
36	05-Feb-01	23:08	40.0	4.4	13	63.00	PASS
46	05-Feb-01	23:08	40.0	4.4	13	63.30	PASS
57	05-Feb-01	23:08	40.0	4.4	13	63.40	PASS
63	05-Feb-01	23:08	40.0	4.4	13	66.50	PASS
74	05-Feb-01	23:08	40.0	4.4	13	67.10	PASS

Overall Status: PASS

FCC Compliance Report - Hum

Printed: 14-Feb-2001

Report Title: 1 st Half 2001

Location: 404

Test Point: 35

Cascade: N+4

Chan Name	Date	Time (24-Hr)	Temp. °F °C		Tester	Measured Hum (%)	Hum Status
3	05-Feb-01	23:08	40.0	4.4	13	1.30	PASS

Overall Status: PASS

Affidavit of Publication

County of Nassau

SS

State of New York,

Ilse Hirseland, being duly sworn, deposes and says that she is the principal Clerk of the Publisher of

The ROSLYN NEWS

a weekly newspaper published at Mineola in the county of Nassau, in the State of New York, and that a notice, a printed copy of which is hereunto annexed, has been published in said newspapers once in each week for

1 weeks, viz:

July 19, 2001

PLEASE TAKE NOTICE

The Board of Trustees of the Village of Roslyn Estates will hold a public hearing at 8:00 p.m. on Monday, August 6, 2001, at the Village Hall, 25 The Tulips, Roslyn Estates, New York 11576, with respect to the application of Cablevision Systems of Long Island Corporation, doing business at 1111 Stewart Avenue, Bethpage, NY 11714, for the renewal of its Franchise Agreement with the Village of Roslyn Estates, which said agreement is scheduled to expire on November 17, 2001.

At said hearings all parties expressing an interest will be given an opportunity to be heard.

Persons who may suffer from a disability which would prevent them from participating in said hearing should notify Nancy Yoshii, Clerk-Treasurer, at (516) 621-3541 in sufficient time to permit such arrangements to be made to enable such persons to participate in said hearings.

Dated: Roslyn Estates, New York
July 13, 2001

BY ORDER OF THE
BOARD OF TRUSTEES
VILLAGE OF ROSLYN ESTATES
Nancy Yoshii, Clerk-Treasurer
7-19-2001-1T-#7872-ROS

Ilse Hirseland

Sworn to me this 19 day of
July-2001

Elizabeth L. Boecke

Notary Public

Elizabeth L. Boecke
Notary Public, State of New York
No.30-4505506
Qualified in Nassau County
Commission Expires Jan. 31, 2002

RESOLUTION AUTHORIZING MAYOR TO EXECUTE FRANCHISE
AGREEMENT BETWEEN THE INCORPORATED VILLAGE OF
ROSLYN ESTATES
AND
CABLEVISION SYSTEMS LONG ISLAND CORPORATION

WHEREAS, the Village of Roslyn Estates (hereinafter "Village") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and

WHEREAS, Cablevision Systems Long Island Corporation (hereinafter "Franchisee"), having previously secured permission of the Village to use such streets, rights of way, and public grounds under a franchise agreement that has since expired, has petitioned the Village for a renewal of such franchise, and

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

WHEREAS, during said public hearing and proceeding, various proposals of the parties for constructing, maintaining, improving and operating the communications System described in a previously submitted proposed franchise renewal agreement were considered and found adequate and feasible; it is therefore,

RESOLVED, that the Honorable Susan Ben-Moshe, Mayor of said Village be and hereby is authorized to execute the previously submitted proposed franchise renewal agreement on behalf of said Village.

Dated: 7/1/02
Roslyn Estates, New York

Nancy Yoshii
Clerk-Treasurer

A FRANCHISE RENEWAL AGREEMENT
between the
Village of Roslyn Estates, Nassau County, State of New York
and
Cablevision Systems Long Island Corporation

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A FRANCHISE RENEWAL AGREEMENT
between the
Village of Roslyn Estates, Nassau County, State of New York
and
Cablevision Systems Long Island Corporation

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

WHEREAS, Cablevision Systems Long Island Corporation (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

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

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

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission,

THEREFORE

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "Area Outage": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.

1.2 "Cable Service": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or

other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

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

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

1.5 "FCC": the Federal Communications Commission.

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

1.7 "Franchise Fee": the fee paid by the "Franchisee" to

the "Municipality" in exchange for the rights granted pursuant to the "Franchise."

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

1.9 "Gross Receipts": The total annual subscription payments (including, but not limited to, payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee". Gross Receipts shall include advertising and home shopping channel commission revenue received by Franchisee attributable to sales within the Municipality but not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, franchise fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this "Agreement". The term "Gross Receipts" shall not include revenue received by Franchisee for the provision of cable modem services over the Communication System. The Franchisee and the Municipality agree, however, that should the FCC decide that cable modem services over a cable system are "Cable Services" as defined under applicable federal law, or should a court of

competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals related thereto, the Municipality shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable State law or this Franchise to include recurring monthly subscriber receipts from the provision of such services as "Gross Receipts" and Franchisee agrees to pay Franchise Fees on such receipts, on a going forward basis, effective sixty (60) days following the date of issuance of an order from the NYSPSC approving such amendment.

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

1.11 "State": the State of New York.

1.12 "Public Ways": The surface, the air space above the surface and the area below the surface on any public street, highway, road, alley, right of way, or other public place within the corporate limits of the Municipality, as the same may now exist or hereinafter be altered or extended.

1.13 "Equipment": Such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals,

attachments and other property necessary and appurtenant to the operation of the System.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the Public Ways.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the Public Ways such Equipment as are necessary and appurtenant to the operation of the System in conformance with the Municipality's generally applicable local laws, ordinances, rules and regulations including, but not limited to, any generally applicable laws, regulations or permit requirements pertaining to the above ground placement of utility equipment, such as vaults, amplifiers or other Equipment of Franchisee. Where approval of the Municipality is required, such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, except in an emergency, on a temporary basis, no above ground vaults, amplifiers, pedestals or other bulky Equipment (excluding

Equipment customarily attached to utility poles) shall be installed without the prior approval of the Municipality. Such approval shall be limited to the issue of what is reasonably necessary to protect the safety and aesthetic quality of the Public Ways within the Municipality. Such approval shall not be unreasonably withheld or delayed.

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

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed nor waived by this Agreement.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Public Ways. The Municipality specifically reserves the right to grant at any time such additional franchises for this

purpose as it deems appropriate; provided, however, that such other franchises be upon similar terms and conditions, and include similar burdens and obligations, as contained in this Agreement, subject to the terms of this Agreement.

4.0 TERRITORIAL LIMITS

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

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws,

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

5.4 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.5 The Mayor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or

final notice of default shall require vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with the generally applicable ordinances, local laws and regulations of the Municipality.

6.2 No Equipment in the Public Ways shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such Equipment in the Public Ways; provided however, such approval may not be unreasonably withheld or delayed.

6.3 Equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of Public Ways, and to cause minimum interference with rights, or reasonable convenience of property owners who adjoin any of the said Public Ways. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee

shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority, in an appropriate and reasonably aesthetic manner, to remove, trim, cut, and keep clear trees and bushes upon and overhanging Public Ways to the minimum extent necessary to keep same clear of Equipment.

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

commenced.

6.6 All Equipment, in, over, under and upon Public Ways, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, condition, and in good order and repair.

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

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

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily remove, raise or lower its Equipment 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 Equipment shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required, or such lesser notice as may be reasonable under emergency situations.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 The Franchise may not be assigned or transferred, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. A change in control of Franchisee shall be deemed a transfer of this Franchise.

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

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

- a) the experience of proposed assignee or transferee;
- b) the managerial and technical qualifications of proposed assignee or transferee;

- c) the legal integrity of proposed assignee or transferee;
- d) the financial ability and stability of the proposed assignee or transferee;
- e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;
- f) the likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the System.
- g) any material legal claim, lawsuit, or administrative proceeding, including any default proceeding of the proposed assignee or transferee, arising out of or involving a cable system and the provision of Cable Service, provided such review shall take into consideration whether there has been any final decision finding the proposed assignee or transferee in default.

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

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

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

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 The Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

a) Franchisee fails, after thirty days (30) prior written notice from the Municipality, to comply or to take all reasonable steps and proceed with due diligence to comply with a material provision or material provisions of this Agreement. So long as Franchisee continues to use due diligence, Franchisee shall not be in default; or

b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal

bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

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

d) Franchisee practices fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's franchise fee; or

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

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

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

h) Franchisee fails after ninety days (90) prior written notice from the Municipality, to comply or to take all reasonable steps and proceed with due diligence to comply with a non-material provision or non-material provisions of this Agreement. So long as Franchisee continues to use due diligence Franchisee shall not be in default.

8.2 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the Municipality shall have adopted a resolution setting forth the cause and reason for the revocation and the effective date thereof. Such resolution shall not be adopted until after the expiration of thirty(30) days prior written notice to Franchisee and an opportunity for Franchisee to cure the alleged violation, or provide a plan that reasonably satisfies the Municipality that Franchisee is actively pursuing to cure the violation within a reasonably acceptable period of time. In addition, the Village may also request that Franchisee provide the Village with a plan that demonstrates any efforts that the Company intends to take in order to minimize the likelihood of such occurrences in the future. If Franchisee has failed to cure after the expiration of said thirty (30) day period or fails to provide a plan that reasonably satisfies the Municipality, the Municipality shall

promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution.

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

8.4 In the event of such circumstances as described in 8.3, Franchisee may be excused from its obligations herein during the course of any such events or conditions, only upon notice to the Municipality. Such notice shall include clear evidence as to how such events have prevented Franchisee from meeting its

obligations. The time specified for performance of Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be agreed by the Municipality and Franchisee.

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

8.6 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the Equipment constructed or maintained in connection with the services authorized herein, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain federal or state certification to provide telecommunications.

9.0 SEVERABILITY

9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain

in full force and effect.

10.0 EFFECTIVE DATE AND TERM

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

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

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

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

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

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than 77 channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

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

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

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

13.0 SYSTEM PERFORMANCE STANDARDS

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

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

14.0 SYSTEM MAINTENANCE AND REPAIR

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

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

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

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

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

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

installation charge.

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

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

16.0 MUNICIPAL AND SCHOOL SERVICE

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

(a) Franchisee shall, without charge, make one (1) aerial

connection for basic service, as provided below, into the internal R.F. distribution system of each municipal office building, library and school within the Municipality (hereinafter singly or collectively referred to as the "premises").

Franchisee shall make a connection at one outlet in each such premise for the purpose of enabling the said premises to distribute the basic cable television service. Where such premises consist of more than one building, only one tie-in and connection shall be made.

(b) Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution system of the premises. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution system is completed, and the responsibility for performance of the internal R.F. distribution system, and for distribution of the transmissions throughout such system shall be solely that of the premises. Franchisee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its System. However, Franchisee will offer, without charge, reasonable technical consulting services to the premises in order to make the internal system work effectively for the purpose intended herein.

(c) Where Franchisee is serving the area but the premises to

be connected with an aerial installation is located more than 500 feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond 500 feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such costs shall be submitted to said recipient, in writing, before installation is begun.

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

(i) "school" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

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

(iii) "municipal office buildings" shall mean the Municipality's Village hall, its police, fire or ambulance corps buildings.

(e) Franchisee shall provide to the Municipality, free of charge, one (1) high speed cable modem and monthly Internet access service, including a standard installation, to the Village Hall (the "designated building"). The Municipality shall be permitted, at its own cost, to network up to three (3) additional

personal computer terminals in the designated building (four computers in total) to the cable modem provided by Franchisee.

(f) In consideration for the rights granted in this Franchise, Franchisee shall provide the Municipality with a one-time grant of three thousand dollars (\$3000.00), which may be used by the Municipality, in its discretion, for any cable or telecommunications related purpose.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

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

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to 3 percent (3%) of Franchisee's Gross Receipts for the preceding year or such higher percentage of Gross Receipts as the Municipality may determine in its discretion, up to a maximum of five percent (5%) of Gross Receipts. In the event the Municipality determines to implement a franchise fee higher than three percent (3%), it shall provide written notification to Franchisee ninety (90) days prior to the date the Municipality determines to implement the change in the franchise fee. The Municipality shall not change the franchise fee more than once annually. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

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

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following

levels of general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

- | | |
|---|--------------------------|
| a) Personal injury or death: | \$500,000 per person |
| | \$500,000 per occurrence |
| b) Property damage: | \$500,000 per occurrence |
| c) Automobile Insurance: | \$500,000 per occurrence |
| c) Excess liability or umbrella coverage: | \$10,000,000. |

19.2 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, volunteers acting as agents of the Municipality, under the direction and supervision of the Municipality or its employees and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, including reasonable litigation expenses and reasonable fees of attorneys and expert witnesses incurred arising out of claims resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or

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

19.3 Each insurance policy other than Workers Compensation shall bear the name of the Municipality as an additional insured.

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

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

an officer of the Franchisee with personal knowledge, that the coverage required in this Agreement has been satisfied, and that the Municipality has been added to all appropriate policies as an additional insured.

19.6 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve or reject such policies or certificates, provided such approval shall not be unreasonably withheld, and/or such rejection shall not be on unreasonable grounds.

20.0 **RATES AND CHARGES**

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

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

21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, sex, sexual preference, marital status, protected disability, or for any other reason which is prohibited by State and federal law.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

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

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the System. Franchisee shall

cooperate fully with the Municipality in performing such testing.

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

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

22.3 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

22.4 At all reasonable times and for the purpose of

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

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

RECORDS

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

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of fifty miles (50) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

23.3 Subject to Section 25.4 the following System and operational reports shall be made available to the Village upon the latter's request:

- a) A summary of the previous year's number of subscribers.
- b) A summary of service requests received and the disposition of same;
- c) A summary of the number of Area Outages, the reasons therefore, and the action and time taken to restore service.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

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

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

25.0 MANDATORY RECORD KEEPING

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

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

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Section 25.4.

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

26.0 MUNICIPAL EMERGENCIES

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

**PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS
AND CUSTOMER SERVICE REQUIREMENTS****27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION**

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities, including, but not limited to 47 CFR Part 76.309, as may be amended during the term of this Agreement.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

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

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

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

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

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

30.0 MISCELLANEOUS PROVISIONS

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

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

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

31.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

31.1 Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such session shall not be initiated sooner than one year after the completion of a previously conducted performance evaluation session without the consent of Franchisee. All performance evaluation meetings shall be open to the public.

31.2 Not less than thirty (30) days prior to any performance evaluation session, Municipality shall provide notice to Franchisee of the topics that it wishes to address at such

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

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

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

32.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

32.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified by the Municipality and Franchisee is finally

determined by the Municipality to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

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

33.0 LEVEL TERMS

33.1 In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to

jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, and the FCC.

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

Village of Roslyn Estates

BY: Susan Ben-Moshe

Mayor

CABLEVISION SYSTEMS LONG ISLAND CORPORATION

By: Dodie P. Ischirch

Ischirch

Area Vice President,

Communication, Government &

Public Affairs

New York Suburban

Date: 7/03/02

be necessary to insure fair and equal treatment by this Agreement and said other Agreements.

33.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a substantial competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise.

Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisees belief that certain provisions of the Franchise Agreement place Franchisee at a substantial disadvantage; iii) identify the regulatory burdens to be amended or repealed in order to eliminate the substantial disadvantage. The Municipality shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

34.0 **APPROVAL OF THE NYSPC**

34.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate