

PENDING PETITION MEMO

Date: 8/20/2008

TO : OT
FROM: CENTRAL OPERATIONS
UTILITY: CABLEVISION SYSTEMS WESTCHESTER CORPORATION
SUBJECT: 08-V-0995

Petition of Cablevision Systems Westchester Corporation for Approval
of the Renewal of its Franchise with the Town of North Castle,
Westchester County.



August 19, 2008

Ms. Jaclyn A. Brillling
Secretary
New York State Public
Service Commission
Cable Television Bureau
Agency Building Three
Empire State Plaza
Albany, New York 12223

2008 AUG 20 AM 9:38
F. J. J.

Re: Certificate of Confirmation
Town of North Castle

Dear Ms. Brillling:

This application is submitted by Cablevision Systems Westchester 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 Town of North Castle, New York ("Town").

The Town granted a cable television franchise to Cablevision by agreement dated September 26, 1990, which expired on January 9, 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.

Attached hereto and designated as Exhibit I, please find a copy of Cablevision's Application for Renewal of the Cable Television Franchise of the Town of North Castle.

On May 28, 2008, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal was held.

On June 10, 2008, the Town Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On June 10, 2008, the Town executed a nonexclusive cable television franchise agreement with Cablevision within the geographical boundaries of the Town, a copy of which agreement is annexed hereto as Exhibit IV.

New York State Public
Service Commission
August 19, 2008
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 Town. The operation of the Town system has not been and will not be in violation of, or in any way inconsistent with, any federal or state law or regulation.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Clifford Harris', followed by a long horizontal line extending to the right.

Clifford Harris
Senior Counsel, Programming

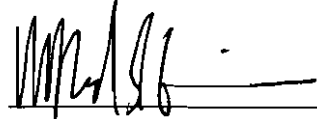
Enclosures

cc: Town of North Castle

PLUSSEA\COMMISSION\NORTH

CASTLE

I, Clifford Harris, Senior Counsel, Programming, hereby certify that I have this 19th day of August, 2008, sent by first class United States Mail postage prepaid copies of the foregoing Application for a Certificate of Confirmation to the Town Clerk of the Town of North Castle, Town Hall,. 15 Bedford Road, Armonk, New York 10504.


Clifford Harris

PLUSSEA\COMMISSION\NORTH CASTLE

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

1. The exact legal name of applicant is: **Cablevision Systems Westchester Corporation**
2. Applicant does business under the following name or names: **Cablevision**
3. Applicant's mailing address is: **6 Executive Plaza, Yonkers, NY 10701**
4. Applicant's telephone number(s) is (are): **914-378-4515**
5. (a) This application is for the renewal of operating rights in the **Town of North Castle**
(b) Applicant serves the following additional municipalities
from the same headend or from a different headend but
in the same or adjacent county:

See Attachment A

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

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

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

See Attachment B

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

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

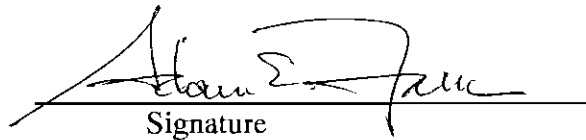
The nature of the programming includes series produced by Cablevision such as "Meet the Leaders", featuring local officials and administrators of non-profit organizations in a half-hour interview program, and "Neighborhood Journal" which features local communities and events.

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

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

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

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5(a)? **0**
In the municipalities specified in Question 5(b)? **13.16**
11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:
12. Indicate whether applicant has previously filed with the NYS Department of Public Service:
- (a) Current Statement of Assessment pursuant to Section 217, Chapter 83? ☒ Yes ☐ No
- (b) Current Annual Financial Report? ☒ Yes ☐ No
- If answer to any of above is negative, please explain:
13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so describe below:


Signature

Area Vice President

8.14.08
Date

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

**North Castle
Attachment A**

Municipality	Customers
Bedford (Town)	5,182
Mount Kisco (Town)	3,696
North Castle (Town)	2,274

North Castle
Attachment B
*Indicates off-air signal

* 2 WCBS New York (CBS)	68 ShopNBC
* 3 WPXN New York (ION)	69 Religious Programming
* 4 WNBC New York (NBC)	70 YES Network
* 5 WNYW New York (FOX)	71 MSG
* 6 WXTV Paterson (Univision)	72 MSG Plus
* 7 WABC New York (ABC)	74 Public Access/CMT
8 HSN	82 HBO
* 9 My9	83 IFC
* 10 WTBY Poughkeepsie (IND)	84 Showtime
* 11 CW11	85 Cinemax
12 News 12 Westchester	86 The Movie Channel
* 13 WNET New York (PBS)	87 fuse
* 14 WSAH Bridgeport (IND)	88 GSN
15 Cablevision Channel Guide	89 SoapNet
* 16 WNJU Linden (Telemundo)	90 Showtime Too
* 17 WFUT Newark (TeleFutura)	91 Flix
18 Public Access (Educational)	92 Pay Per View
* 19 WRNN Kingston (IND)	93 Pay Per View
20 Public Access	94 Playboy TV (Adult)
* 21 WLIW Plainview (PBS)	95 Club Jenna (Adult)
22 NYC TV	96 HBO2
23 MSNBC	97 Turner Classic Movies
24 CNBC	100 iO Digital Channel Guide
25 CNN	101 iO Showcase
26 FOX News Channel	102 C-SPAN3
27 Discovery Channel	103 EuroNews
28 The Learning Channel	104 BBC World News
29 Food Network	105 Bloomberg TV
30 HGTV	107 WABC Plus
31 Disney Channel	108 Eyewitness News Now
32 Cartoon Network	109 WNBC Weather Plus
33 Nickelodeon	110 Universal Sports
34 TV Land	116 NYS Legislative TV
35 ESPN2	118 Leased Access/Local Programming
36 ESPN	120 Discovery Kids
37 TNT	121 Toon Disney
38 USA Network	122 Nicktoons Network
39 TBS	123 Noggin
40 FX	124 The N
41 Spike TV	131 Kids Thirteen
42 WE tv	132 WLIW World
43 AMC	133 WLIW Create
44 Bravo	140 ESPN Classic
45 Lifetime	141 ESPNEWS
46 A&E	142 FOX Soccer Channel
47 History	145 The Golf Channel
48 Sci-Fi Channel	146 VERSUS
49 ABC Family	148 NBA TV
50 Comedy Central	160 Bio
51 E!	161 History International
52 VH1	162 National Geographic Channel
53 MTV	170 Science Channel
54 BET	171 Investigation Discovery
55 MTV2	172 Planet Green
56 Speed Channel	173 Military Channel
57 Animal Planet	175 G4
58 truTV	179 Logo
59 CNN Headline News	180 Oxygen
60 SportsNet New York	182 Jewelry Television
61 News 12 Traffic & Weather	184 Great American Country
62 The Weather Channel	185 BET Jazz
63 Travel Channel	186 VH1 Classic
65 C-SPAN	187 CMT
66 C-SPAN2	188 MTV Hits
67 QVC	189 VH1 Soul

190 Fox Movie Channel	276 SPT (Portuguese Programming)
191 Hallmark Channel	279 RAI (Italian Programming)
192 Sundance Channel	282 TV Polonia (Polish Programming)
193 Hallmark Movie Channel	291 The Jewish Channel
195 MTV Tr3s	<u>300 HBO On Demand</u>
196 FOX Sports en Español	301 HBO Signature
197 mun2	302 HBO Family
198 LATV	303 HBO Comedy
199 V-Me	304 HBO Zone
200 World Picks Latino On Demand	305 HBO Latino
201 TVE Internacional	306 HBO West
202 CNN en Español	307 HBO2 West
203 Docu TVE	308 HBO Signature West
204 Momentum TV	309 HBO Family West
205 Infinito	<u>320 Showtime On Demand</u>
206 telefe internacional	321 Showtime Showcase
207 The History Channel en Español	322 Showtime Extreme
208 Canal Sur	323 Showtime Beyond
209 TV Colombia	324 Showtime Next
210 TV Chile	325 Showtime Family Zone
211 Supercanal Caribe	326 Showtime Women
212 Discovery en Español	327 Showtime West
213 Dominican View	328 Showtime Too West
214 La Familia Network	329 Showtime Showcase West
215 EWTN Español	339 Starz On Demand
216 María+Visión	340 Starz
217 Cartoon Network (SAP)	341 Starz Cinema
218 Sorpresa	342 Starz Kids & Family
219 Toon Disney (SAP)	343 Starz Edge
220 ESPN Deportes	344 Starz inBlack
221 CASA Club TV	345 Starz West
222 Utilísima Satelital	349 Encore On Demand
223 FOX Sports en Español	350 Encore
224 GOL TV	351 Encore Action
225 Latele Novela	352 Encore Mystery
226 MTV Tr3s	353 Encore Westerns
227 mun2	354 Encore Love
229 HTV música	355 Encore Drama
230 Cine Latino	356 Encore Wam
231 iO Sports	357 Encore West
232 Azteca America	<u>370 Cinemax On Demand</u>
233 VeneMovies	371 ActionMAX
234 Telemicro Internacional	372 MoreMAX
235 Ecuavisa Internacional	373 ThrillerMAX
236 Caracol TV Internacional	374 WMAX
237 WAPA America	375 @MAX
238 The Chinese Channel/Sino TV	376 5 StarMAX
239 ET Global NY (Chinese Programming)	377 OuterMAX
240 CCTV-4 (Chinese Programming)	378 Cinemax West
242 World Picks Hindi On Demand	380 TMC Xtra
243 TV Asia (South Asian Programming)	381 TMC West
244 iTV Gold (South Asian Programming)	382 TMC Xtra West
245 Zee TV (South Asian Programming)	401 NHL Network
246 SET Asia (South Asian Programming)	402 TVG Network
251 RTVi (Russian Programming)	403 FUEL TV
252 RTN (Russian Programming)	404 FOX College Sports Pacific
253 Channel 1 Russia	405 FOX College Sports Central
254 NTV America (Russian Programming)	406 FOX College Sports Atlantic
261 MKTV (Korean Programming)	407 Outdoor Channel
262 MBC (Korean Programming)	408 VERSUS
263 The Korean Channel (Korean Programming)	409 GOL TV
265 TV Japan	410 The Golf Channel
267 TV5 Monde	411 MavTV
268 The Filipino Channel	412 CBS College Sports
269 GMA Pinoy TV	414 iO Sports2

430 NBA TV	762 The Weather Channel HD
431 NBA League Pass ® Preview	763 Travel Channel HD
500 On Demand	764 TLC HD
502 Free On Demand	765 Discovery Channel HD
503 Disney Channel On Demand	766 Food Network HD
506 here! On Demand	767 FX HD
507 Anime Network On Demand	769 Speed Channel HD
508 IFC in Theaters On Demand	770 Cinemax HD
512 WWE 24/7 On Demand	776 Kung Fu HD
513 Howard TV On Demand	777 Monster HD
515 Adult On Demand	778 Film Fest HD
516 Playboy TV On Demand	779 VOOM HD Movies
517 Too Much for TV On Demand	780 The Movie Channel HD
600 iO Dashboard	782 Hallmark Movie Channel HD
604 MSG Interactive	783 IFC HD
605 Optimum Autos	785 Rave HD
606 Optimum Homes	786 GamePlay HD
607 CNET TV	801 Music Choice® Channels
610 iO Games	801 Sounds of the Season
612 News 12 Interactive	802 Today's Country
620 Move 'n Match Puzzles	803 Classic Country
630 Caller ID on iO TV	804 Bluegrass
631 Hollywood.com TV	805 Hip-Hop and R&B
632 Broadway.com TV	806 Classic R&B
652 FX Preview Channel	807 R&B Soul
700 Hi-Def On Demand	808 R&B Hits
701 MOJO HD	809 Rap
702 CBS HD	810 Metal
704 NBC HD	811 Rock
705 FOX HD	812 Arena Rock
707 ABC HD	813 Classic Rock
709 My9 HD	814 Adult Alternative
710 HDNews	815 Alternative
711 CW HD	816 Retro-Active
713 Thirteen HD	817 Electronica
714 Gallery HD	818 Dance
715 YES HD	819 Lite Hits
716 MSG HD	820 Adult Top 40
717 MSG Plus HD	821 Hit List
718 SportsNet New York HD	822 Kidz Only!
719 VERSUS HD/The Golf Channel HD	823 Party Favorites
720 WorldSport HD	824 Showcase
721 WLIW World	825 '90s
722 Family Room HD	826 '80s
723 Animania HD	827 '70s
724 Treasure HD	828 Solid Gold Oldies
725 CNN HD	829 Smooth Jazz
726 National Geographic Channel HD	830 Jazz
727 HD Theater	831 Blues
728 Equator HD	832 Reggae
729 Ultra HD	833 Soundscapes
730 HGTV HD	834 Easy Listening
733 Nickelodeon HD	835 Big Band & Swing
734 Rush HD	836 Singers & Standards
735 ESPN2 HD	837 Show Tunes
736 ESPN HD	838 Contemporary Christian
737 TNT in HD	839 Gospel
739 TBS in HD	840 Classical Masterpieces
740 Starz HD	841 Light Classical
741 Spike HD	842 Pop Latino
742 WE HD	843 Musica Urbana
743 AMC HD	844 Salsa y Merengue
744 Universal HD	845 Mexicana
750 HBO HD	846 Rock en Español
757 Animal Planet HD	847 Americana
759 Science Channel HD	848 Opera
760 Showtime HD	900 iO Upgrades
761 FOX News HD	901 Order Optimum Online

Attachment C

iO TVsm Packages

(Requires a subscription to Broadcast Basic and a digital cable box)	
iO Gold -- Current customers can upgrade to iO Gold	\$92.95
iO Silver -- Current customers can upgrade to iO Silver	\$72.95
iO Package -- Current customers can upgrade your current package + \$10.95/mo.	
<u>iO en Español</u>	
(\$14.95/mo. for Broadcast Basic customers)	
your current package + \$5.95/mo.	

Family Cable & Broadcast Basic

<u>Family Cable (Price includes subscription to Broadcast Basic)</u>	\$49.95
<u>Broadcast Basic</u>	\$16.72
Individual Channel Selections	
Monthly Prices	
If your iO TV package does not include these channels, you can add the following:	
<u>11 HBO Premium Channels</u>	\$11.95
<u>11 Showtime Premium Channels</u>	\$9.95
<u>9 Cinemax Premium Channels</u>	\$9.95
<u>4 TMC Premium Channels</u>	\$9.95
<u>6 Starz and 8 Encore Premium Channels</u>	\$9.95
Playboy TV (adult)	\$9.95
Premium Channels On Demand	
Monthly Prices	
<u>HBO On Demand</u>	\$4.95
Order	
<u>Cinemax On Demand</u>	\$4.95
Order	
<u>Showtime On Demand</u>	\$4.95
Order	
<u>Starz/Encore On Demand</u>	\$4.95
Order	
<u>Disney Channel On Demand</u>	\$4.95
Order	
<u>IFC in Theaters On Demand</u>	\$4.95
Order	
<u>here! On Demand</u>	\$6.95
Order	
<u>WWE 24/7 On Demand</u>	\$6.95
Order	
<u>Playboy TV On Demand</u>	\$4.95
Order	
<u>Anime Network On Demand</u>	\$6.95

Order <u>Howard TV On Demand</u>	\$9.95
Order <u>Too Much for TV On Demand</u>	\$9.95
Order <u>The Jewish Channel</u>	\$4.95
Order International Programming Monthly Prices <u>Russian Package</u> package: \$29.95 each: \$14.95 <u>South Asian Package</u> package: \$19.95 each: \$9.95 (\$29.95 for Broadcast Basic customers) <u>Korean Package</u> package: \$14.95 each: \$9.95 (\$24.95 for Broadcast Basic customers) <u>Chinese Package</u> package: \$14.95 each: \$9.95 (\$24.95 for Broadcast Basic customers) <u>Filipino Package</u> package: \$14.95 each: \$9.95 TV Japan	\$24.95
Raitalia	\$9.95
SPT (Portuguese)	\$9.95
TV5 Monde	\$9.95
TV Polonia	\$9.95
iO Games Monthly Prices Logic Pak, Hits Pak, Sesame Street Games and Arcade Pak are available with a Scientific Atlanta 4200, 4250, or DVR digital cable box. <u>Variety Pak</u>	\$4.95
Order <u>Casino Pak</u>	\$4.95
Order <u>Arcade Pak</u>	\$4.95
Order <u>Logic Pak</u>	\$4.95
Order <u>Hits Pak</u>	\$4.95
Order <u>Sesame Street Games</u>	\$4.95
Order Sports Packages Seasonal/Monthly Prices <u>MLB Extra Innings</u>	\$129
Order <u>iO Sports Pak</u> \$5.95/month	

Order

MLS Direct Kick

\$79

Order

NHL Center Ice

NBA League Pass

ESPN Full Court

ESPN GamePlan

Add-On Services

Monthly Prices

iO DVR Service

\$9.95

HD Service

(Channels vary based on your iO package.)

No charge

Equipment

Monthly Prices

Cable Box (Digital, HD or DVR)

\$6.28

Remote Control

\$0.22

Premium Programming on Additional Outlets

\$1.50

Digital CableCARD

\$2.00

AFFIDAVIT OF PUBLICATION

from

The Journal News

Florence Ziegler

being duly sworn sa _____ is the
principal clerk of The Journal News, a newspaper published in the County of Westchester, State
of New York, and the notice of which the annexed is a printed copy, was published in the
area(s) on the date(s) below:

Note: The two-character code to the left of the run dates indicates the zone(s) in which the newspaper is published. (See Legend below)

AN 05/17/08

Signed _____

Sworn to before me

This _____

23rd

day of

May

20 08

Notary Public, Westchester County

LEGAL NOTICE

NOTICE OF PUBLIC HEARING TOWN OF NORTH CASTLE

PLEASE TAKE NOTICE that the Town Board of the Town of North Castle will hold a Public Hearing at North Castle Community Center, 10 Clove Road, North White Plains, New York 10603 on May 28, 2008 at 7:30 P.M. to afford all interested parties the opportunity to be heard concerning the renewal of Cablevision Systems Westchester Corporation's franchise in the

Town of North Castle. A copy of the proposed franchise renewal agreement is available for review in the Town Clerk's Office at 15 Bedford Road, Armonk, New York.

All interested parties are urged to attend this hearing, at which time they will be given an opportunity to express their opinion for or against the above proposed Renewal of Cablevision Systems Westchester Corporation's franchise in the Town of North Castle.

BY THE ORDER OF
THE TOWN BOARD OF
THE TOWN OF
NORTH CASTLE, NEW YORK
ANN LEBER, TOWN CLERK

Dated: May 17, 2008

LOCAL MAIL
NOT BY PUBLIC DELIVERY NEW YORK
QUALITY MAIL
100% RECYCLED PAPER

Legend:

Northern Area (AN):

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

Central Area (AC):

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

Southern Area (AS): Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

Greater Westchester (GW): Includes Northern, Central and Southern Areas

Rockland Area (JN or RK): Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona

Northern Westchester Express (XNW): Armonk, Bedford, Bedford Hills, Chappaqua, Katonah, Mount Kisco, Pleasantville, Thornwood.

Putnam Express (XPU): Baldwin Place, Brewster, Carmel, Mahopac, Patterson, Putnam Valley

Sound Shore Express (XSS): Harrison, Larchmont, Mamaroneck, New Rochelle, Pelham, Port Chester, Purchase, Rye

White Plains Express (XWP): Elmsford, Hawthorne, Valhalla, White Plains

Yorktown & Cortlandt Express (XYC): Buchanan, Cortlandt Manor, Crompond, Croton on Hudson, Crugers, Jefferson Valley, Lincolnale, Mohegan Lake, Montrose, Ossining, Peekskill, Shenorock, Shrub Oak, Verplanck, Yorktown Heights

Review Press (BVW):

Bronxville, Eastchester, Scarsdale, Tuckahoe



TOWN OF NORTH CASTLE

Town Hall - 15 Bedford Road

Armonk, New York 10504

Established 1736

Ann Leber
Town Clerk

Telephone: (914) 273-3321
Fax: (914) 273-4176
www.northcastleny.com

I, Ann Leber, Town Clerk of the Town of North Castle, do hereby certify that the attached resolution was duly adopted at a regular meeting of the Town Board of the Town of North Castle held on June 10, 2008 and that the attached resolution is a true and correct transcript thereof.

Ann Leber, Town Clerk

Dated: June 16, 2008
Armonk, New York

AL/ad



TOWN OF NORTH CASTLE

**Town Hall - 15 Bedford Road
Armonk, New York 10504**

Established 1736

Ann Leber
Town Clerk

**Telephone: (914) 273-3321
Fax: (914) 273-4176
www.northcastleny.com**

RESOLUTION AUTHORIZING THE TOWN OF NORTH CASTLE TO RENEW A CABLE FRANCHISE AGREEMENT WITH CABLEVISION SYSTEMS WESTCHESTER CORPORATION TO OPERATE A CABLE SYSTEM IN THE TOWN OF NORTH CASTLE

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

WHEREAS, the Town, executed a franchise renewal agreement with A-R Cable Services-NY ("A-R") a wholly owned subsidiary of Cablevision Systems Corporation; on September 26, 1990 and

WHEREAS, Cablevision Systems Westchester Corporation ("Franchisee") a wholly owned subsidiary of Cablevision Systems Corporation has submitted a proposed Franchise Renewal Agreement to operate a cable system within the Town, servicing the area north of the Kensico Reservoir; and

WHEREAS, Franchisee, or an affiliate thereof, has submitted a proposed companion Franchise Renewal Agreement ("Companion Agreement") to operate a cable system within the Town, servicing those areas commonly known as North White Plains and Quarry Heights, pursuant to a franchise renewal agreement with UA-Columbia Cablevision of Westchester, Inc. d/b/a TCI Cable of Westchester ("TCI") on February 24, 1994, which cable system was acquired by the Franchisee, or an affiliate thereof, from TCI on March 4, 1998; and

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

WHEREAS, the Town has determined that Franchisee has the requisite legal, technical and financial capabilities to operate a cable system within the Town and that Franchisee's proposal for renewal of the franchise meets the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Town to be heard on the proposed Franchise Renewal Agreement and the Companion Agreement, was held before the Town on May 28, 2008.

NOW, THEREFORE, be it

RESOLVED, that the Town Board determines that it is in the best interest of the public to award a Franchise Renewal Agreement to the Franchisee; and be it

FURTHER RESOLVED that the Town Board concludes that the terms of Franchise Renewal

Agreement and the Companion Agreement, when viewed collectively, are reasonably comparable in their totality with the terms of the Agreement between the Town and Verizon NY, Inc., (Case # 07-V-0622, confirmed by the New York State Public Service Commission on June 22, 2007), and do not contain economic or regulatory burdens which, when taken as a whole, are greater or lesser than those burdens placed upon the party to the other agreement and/or agreements, or any other cable television franchisee operating in the same franchise area; and, with regard to the provision of facilities and support for Public, Educational and Governmental Access are competitively neutral; and be it

FURTHER RESOLVED that the Town Board hereby authorizes the Supervisor to enter into a Franchise Renewal Agreement with Cablevision Systems Westchester Corporation, and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Town of North Castle.

Dated: June 10, 2008

Cable Franchise Agreement
by and between
the Town of North Castle
and
Cablevision Systems Westchester Corporation

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EXHIBITS

Exhibit A:	Municipal Buildings to be Provided Free Cable Service
Exhibit B:	Service Area
Exhibit C:	PEG Channels
Exhibit D:	PEG Access Channels PEG Interconnection Sites

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Town of North Castle, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and Cablevision Systems Westchester Corporation (the "Franchisee").

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

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

WHEREAS, Franchisee has completed the upgrade of its existing telecommunications and information services network through the installation of a hybrid coaxial-fiber network ("Fiber Network") in the Franchise Area which transmits both the Cable and Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network will occupy the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

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

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

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

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

1.3 *Basic Service*: Any service tier, which includes the retransmission of primary local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4 *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

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

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

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

1.8 *Channel*: A portion of the electro magnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

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

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

1.11 *Educational Access Channel*: Pursuant to 47 U.S.C. § 531, an Access Channel available for the sole use of the LFA for educational purposes for programming to be used by local public schools and public school districts in the Franchise Area and other not-for profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA in Exhibit C to this Agreement.

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

1.13 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

1.15 *Franchisee*: Cablevision Systems Westchester Corporation and its lawful and permitted successors, assigns and transferees.

1.16 *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

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

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

Except as provided above, Gross Revenue shall not include: revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to

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

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

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

1.20 *Local Franchise Authority (LFA)*: The Town of North Castle New York, or the lawful successor, transferee, or assignee thereof.

1.21 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Business Hours*: Those hours during which most similar businesses in the

community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

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

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

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

1.26 *Public Access Channel*: An Access Channel available for noncommercial use by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

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

1.28 *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

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

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

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

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

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

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

1.32.2 However, notwithstanding Sub-subsections 1.31.1.1 and 1.31.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of

Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

2.2 *The Fiber Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFAs police power, the parties acknowledge that the LFA is not granted, as a consequence thereof, any broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit any existing authority that the LFA may have with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the Transportation Corporations Law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other similar adjustments to the Public-Rights-of Way.

2.3 *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise. '

2.4 *Grant Not Exclusive*: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Fiber Network.

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

2.6 *No Waiver*:

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

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

2.7 *Construction of Agreement:*

2.7.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

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

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

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

2.10 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to its pre-existing condition.

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Area:*

3.1.1 *Service Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall offer Cable Service to all residential areas of the Service Area except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where

developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1. and Section 3.2.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line. If, as a result of new construction, an area within the Service Area meets the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1, then Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

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

3.2.1 *No Discrimination in the Availability of Cable Service:* Franchisee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides; provided however, that Franchisee may terminate service to any subscriber for non-payment or any other reason allowed by the law.

3.3 *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit A attached hereto; or as designated by the LFA in the future during the Franchise term, upon sixty (60) days prior written notice to the Franchisee and within the Franchisee's approved video validated area; provided however, that any new additional buildings added to Exhibit A cannot exceed any more than one (1) buildings per year over the life of the Agreement or in the aggregate of a total of three (3) buildings over

the life of the Agreement; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.4 *Internet Service to Town Hall:* Franchisee shall provide to the LFA, without charge, basic cable modem service to North Castle Town Hall, located within the Franchise Area at 15 Bedford Road, Armonk, New York, as follows: (1) one standard installation; (2) one cable modem per installation; (3) cable modem service the term of this agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Franchisee shall permit the LFA, at its own cost, to network up to three (3) additional personal computer terminals at said Town Hall (four computers in total) to the cable modem provided by the Franchisee.

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

4. **SYSTEM FACILITIES**

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

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

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

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

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

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSCs

rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

4.5 *Parental Control:* Upon request by any digital Subscriber, and where technologically feasible, the Franchisee shall provide such requesting digital Subscriber with a parental control device at no additional charge. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5. PEG SERVICES

5.1 *PEG Set Aside:*

5.1.1 In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, PEG Channels).

5.1.2 The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in Exhibit C attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3 Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2 *PEG Access Connections:*

5.2.1 LFA shall designate in its sole discretion not more than two (2) sites within the Franchise Area for the connection of PEG access facilities with the Cable System (each, a PEG Access Channels PEG Interconnection Site), as designated on Exhibit D to this Agreement. In addition, LFA shall designate in its sole discretion not more than two (2) auxiliary sites within the Franchise Area for the connection of PEG access facilities with one of the PEG Access Channels PEG Interconnection Sites (each, a Auxiliary PEG Access Site), as designated on Exhibit D to this Agreement.

5.2.2 Subject to the successful completion of all required site preparation work by the LFA and provision of access to Franchisee for equipment installation and provisioning, Franchisee shall, without charge to the LFA, provide upstream PEG Channel transmission

connections between its video channel aggregation point and each PEG Access Channels PEG Interconnection Site in order to permit the signals to be correctly routed from the PEG Access Channels PEG Interconnection Sites to the appropriate PEG Access Channel for distribution to Subscribers as follows: (i) (1) PEG Access Channels PEG Interconnection Site shall be operable within one hundred eighty (180) days of the Effective Date; and (ii) one (1) PEG Access Channels PEG Interconnection Site shall be operable on or before the eight (8) month anniversary of the Effective Date; and (i) one Auxiliary PEG Access Site may be requested in writing by the LFA at any time after two hundred seventy (270) days from the Effective Date, and shall be operable within one hundred eighty days after such written request; and (ii) one Auxiliary PEG Access Site may be requested in writing by the LFA at any time after one (1) year from the Effective Date, and shall be operable within one hundred eighty days after such written request.

5.2.3 If at any time before the execution of this Agreement the LFA notifies the Franchisee in writing that it shall assume the cost of providing the upstream PEG channel transmission connection between the Franchisee's video aggregation point and the PEG Interconnection site located at North Castle Town Hall, 15 Bedford Road, Armonk, New York, 10504, pursuant to Section 5.2.2 of this Agreement, then the Franchisee shall commence the work to facilitate such connection within fourteen (14) days of the execution of this Agreement by the LFA, and complete said work no later than 90 days after said execution date. Furthermore, should the LFA assume the cost of providing said connection pursuant to this Section 5.2.3, Franchisee shall reimburse the LFA, for the cost of such connection, up to the amount of NINE THOUSAND FOUR HUNDRED, FORTY SIX AND 00/100 DOLLARS (\$9,446.00) within sixty (60) days of the Effective Date of this Agreement, but in no event shall said reimbursement take place later than November 1, 2008. The Franchisee shall not deduct the value of said reimbursement from the PEG Grant described in Subsection 5.4.1. of this agreement, nor from the Franchise Grant described in Section 5.5. of another agreement between the LFA and Cablevision of Southern Westchester Inc., described in Subsection 5.4.2. below.

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

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

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

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

5.4 *PEG Grant:*

5.4.1 *PEG Grant:* Franchisee shall provide to the LFA an initial grant payable in three (3) installments (the "Initial PEG Grant") in the total amount of FIFTY FIVE THOUSAND TWO HUNDRED DOLLARS (\$55,200). The first (1st) installment of THIRTY TWO THOUSAND TWO HUNDRED DOLLARS (\$32,200), shall be payable within thirty (30) days after the Effective Date. The second (2nd) installment of the Initial PEG Grant in the amount of TWENTY THOUSAND DOLLARS (\$20,000), shall be payable within thirty (30) days after the first (1st) anniversary of the Effective Date. The third (3rd), and final installment of the Initial PEG Grant in the amount of THREE THOUSAND DOLLARS (\$3,000), shall be payable within thirty (30) days after the second (2nd) anniversary of the Effective Date.

5.4.2 The LFA shall impose an equivalent obligation to the obligations contained in this Section 5.4.1 on all new and renewed providers of cable service in the Service Area. In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount or aggregate value than the obligations imposed in this Section 5.4.1, Franchisee's obligations under Section 5.4.1 shall thereafter be reduced to an equivalent amount, but no refund will be required from the LFA. Franchisee and the LFA agree that the obligations in this Section 5.4.1, and Sections 5.4.1 and 5.5 of another franchise renewal agreement between the LFA and Cablevision of Southern Westchester Inc., executed by the LFA on June 10, 2008, collectively are competitively neutral to the obligations in the LFA's franchise with Verizon New York, Inc., dated May 16, 2007 and approved pursuant to the Certificate of Confirmation in Case No. 07-V-0622 (Petition of Verizon New York Inc. for a Certificate of Confirmation for its Franchise with the Town of North Castle).

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

any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.5 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the Initial PEG Grant and the Franchise Grant or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscribers bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

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

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

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4 *Bundled Services:* If the Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or by regulation are to be excluded from the bundled discount allocation basis. Where pro rata allocation of Bundled Discounts is commercially practical for any Bundled Service offering, the Franchisee will allocate the Bundled Discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis.

6.5 *Section 626 Treatment:* Franchisee agrees that it will cease to apply the Franchise Fee as an offset against the special franchise tax provided for in N.Y. Real Property Tax Law Section 626 in the next full calendar month following the Effective Date, provided that the LFA imposes the same special franchise tax offset waiver restriction upon all new providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area expressed in writing in the franchise agreement of each respective cable provider. The operation of this Section 6.5 shall be strictly limited to Franchise Fees lawfully imposed upon Cable

Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

7. REPORTS AND RECORDS

7.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that is proprietary or confidential in nature, nor disclose any of its or an Affiliates books and records not relating to the provision of Cable Service in the Service Area. Pursuant to the requirements of the New York Freedom of Information Law ("FOIL"), LFA has the right to make an independent determination with respect to the proprietary or confidential nature of information disclosed by Franchisee. LFA shall treat, any such information disclosed by Franchisee, as determined by LFA, as proprietary and confidential. For purposes of this Section, proprietary or confidential information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, and if LFA determines in good faith that the requested information is not exempt from disclosure under FOIL, LFA shall notify Franchisee and before making disclosure shall give Franchisee a reasonable period of time in accordance with the New York Public Officers Law to respond to LFA's determination. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, and if LFA determines in good faith that disclosure of the requested information is exempt under FOIL, and the requesting party challenges LFA's determination that such information is exempt under FOIL, LFA shall notify Franchisee of such challenge in a sufficient period of time to allow Franchisee to intervene in any litigation related to such challenge. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2 *Records Required:* Franchisee shall at all times maintain:

7.2.1 Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term complaint as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2 Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and

cause;

7.2.3 Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4 Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5 A map showing the area of coverage for the provisioning of Cable Services.

7.3 *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1 *Insurance:*

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

8.1.1.1 Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System.

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

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

8.1.1.4 Employers Liability Insurance per statutory limits required by the law of the State of New York.

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

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

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required

insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

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

8.1.5 Franchisee shall deliver to LFA copies of Certificates of Insurance showing evidence of all required coverage under this Agreement on or before the Effective Date and providing for at least thirty (30) days written notice to be given to LFA of cancellation.

8.2 *Indemnification:*

8.2.1 Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG Channels, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3 The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4 The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents,

attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF FRANCHISE

9.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.31 above.

10. RENEWAL OF FRANCHISE

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

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

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

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

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

11.2 *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in

whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

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

11.4 *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11. 3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

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

11.5 *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

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

11.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this

Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFAs reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

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

12. **MISCELLANEOUS PROVISIONS**

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

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

12.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

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

12.4.1 Furthermore, the parties hereby agree that it is not the LFAs intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

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

12.5.1 Notices to Franchisee shall be mailed to:

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

With a copy to:

Cablevision Systems Westchester Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department

12.5.2 Notices to the LFA shall be mailed to:

Town Supervisor
15 Bedford Road
Armonk, New York 10504

12.5.3 with a copy to:

Town Attorney
15 Bedford Road
Armonk, New York 10504

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.7 *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

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

12.9 *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof,

such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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

12.11 *Fiber Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Fiber Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Fiber Network or to relocate the Fiber Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12 *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

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

12.14 *Publishing Information*: LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

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

12.16 *Identification of Franchisee's Employees, Vehicles & Contractors*: The Franchisee shall require all the Franchisee's personnel, contractors and subcontractors contacting subscribers or potential Subscribers outside the office of the franchisee to wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. The Franchisee shall require all the Franchisee representatives to wear appropriate clothing while working at a Subscribers premises. The Franchisee shall require that all service vehicles of the Franchisee and its contractors or subcontractors be clearly identified as such to the public. Specifically, the Franchisee vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee shall have the contractors/subcontractors name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

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

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

12.19 *LFA Official:* The Town Supervisor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

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

12.21 *Competitive Fairness.* In the event that a multi-channel video programmer/distributor provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments that relieve the Franchisee of burdens in this Agreement that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of the competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition. Amendments shall be made in conformity with applicable NYPSC regulations and shall be subject to NYPSC approval.

AGREED TO THIS 10th DAY OF June, 2008.

TOWN OF NORTH CASTLE:

By: Reese Seaman
[Title]

Cablevision Systems Westchester Corporation

By: Adam E. Zuck
[Title] VICE PRESIDENT, GOVT AND PUBLIC AFFAIRS

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

Exhibit D: PEG Access Channels PEG Interconnection Sites

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTERN WESTCHESTER
WINTER 2008

CV001

COVER SHEET

PSID # 004901

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

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

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

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

Results:	

Form Prepared By:		Date: 2/17/2007
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(SIGNATURE)

Attachments: Community List, System design distortion, Test Point Locations, Test Equipment, Personnel List and a current channel Line up

FCC Rules & Regulations, Subpart A - General, 76.5 (dd) Definitions, *Community Unit*. A cable television system, or portions of a cable television system that operates or will operate within a separate and distinct community or municipal entity.

PSID # 004901

[illegible]

//// CABLEVISION

Semi-Annual Proof of Performance Data

SOUTERN WESTCHESTER

WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TEST RESULTS

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

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

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

24 Hour Testing

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

COMMENTS:

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

PM Field Operations Supervisor:

(Signature)

Date: _____

PM Field Operations Manager:

(Signature)

Date: _____

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor _____ Date _____
(Signature)

PM Field Operations Manager: _____ Date _____
(Signature)

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTRE 2008

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

Personnel Performing Tests

PSID # 004901

NAME	IDENTIFICATION NUMBER	TECHNICAL QUALIFICATION	TEST TYPE	DATE
AL JAMES	721	TECH SR - NETWORK	PROOF OF PERFORMANCE	26
TOM FENNESSY	719	TECH SR - NETWORK	PROOF OF PERFORMANCE	26
DELROY STEELE	720	TECH ADV - SVC	PROOF OF PERFORMANCE	20
AL JAMES	721	TECH SR - NETWORK	24 HOUR TEST	25
DELROY STEELE	720	TECH ADV - SVC	24 HOUR TEST	20
TOM FENNESSY	719	TECH SR - NETWORK	24 HOUR TEST	25

Test Equipment Used

EQUIPMENT	MAKE	SERIAL NUMBER	MODEL	CALIBRATION DATE
SIGNAL LEVEL METER	CALAN	37241384	3010R	July-07
SIGNAL LEVEL METER	CALAN	42110119	3010R	July-07
SIGNAL LEVEL METER	CALAN	37241390	3010R	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	3543A01262	8591C	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	3916A03274	8591C	July-07
SPECTRUM ANALYZER	HEWLETT PACKARD	4115A04822	8591C	July-07

GENERAL INFORMATION

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

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

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

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor: _____ Date _____
(Signature)

PM Field Operations Manager: _____ Date _____
(Signature)

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor _____ Date: _____
(Signature)

PM Field Operations Manager _____ Date: _____
(Signature)

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor _____ Date: _____
(Signature)

PM Field Operations Manager: _____ Date: _____
(Signature)

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor: _____ Date: _____
(Signature)

PM Field Operations Manager: _____ Date: _____
(Signature)

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTERN WESTCHESTER
WINTER 2008

PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor.

(Signature)

Date: _____

PM Field Operations Manager.

(Signature)

Date: _____

//// CABLEVISION

Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTER 2008



PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

Channel	Frequency	Channel Name	Signal level	C/N	HUM	INCHNL	CTB	CSO
3	61 2625	WPXN	14.5	48.0	1.2	0.9	64.0	65.0
5	77 2500	WNYW	14.6	48.1	1.6	0.8	57.0	58.0
8	181 2500	WXTV	15.0	47.0	0.6	1.2	61.2	63.0
18	145 2500	QVC	15.1	47.3	0.7	0.8	63.2	67.0
19	151 2500	HSN	14.9	47.2	1.3	0.5	62.8	67.0
31	265 2625	DISNEY	14.5	47.1	0.7	0.8	65.0	68.0
38	307 2625	USA	16.0	47.5	0.8	1.3	65.1	65.0
49	373 2625	FAMILY	16.3	48.5	1.7	1.5	66.8	66.2
59	421.2500	ANIMAL	15.9	47.0	0.8	1.0	64.9	63.0
63	457 7500	TRAVEL	15.9	47.6	1.0	0.8	60.3	64.0
65	473 7500	C-SPAN	16.3	48.1	0.9	0.4	63.7	62.7

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor

(Signature)

Date: _____

PM Field Operations Manager

CABLEVISION
(Signature)

Date: _____

Six Executive Plaza, Yonkers, NY 10701
914 378-8960



Semi-Annual Proof of Performance Data
SOUTHERN WESTCHESTER
WINTER 2008



PSID # 004901

FCC PROOF OF PERFORMANCE TESTS RESULTS

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

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

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

24 Hour Testing

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

COMMENTS: _____

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

PM Field Operations Supervisor

(Signature)

Date: _____

PM Field Operations Manager:

CABLEVISION

(Signature)

Date: _____

Six Executive Plaza, Yonkers, NY 10701
914 378-8960