

PENDING PETITION MEMO

Date: 8/1/2007

TO : Office of Telecommunications  
FROM: CENTRAL OPERATIONS  
UTILITY: CABLEVISION OF WAPPINGERS FALLS, INC.  
SUBJECT: 03-V-1133

Petition of Cablevision of Wappingers Falls, Inc. for Renewal of its  
Franchise with Town of Wappinger, Dutchess County.



July 31, 2007

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

Re: Certificate of Confirmation  
Town of Wappinger

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Dear Ms. Brilling:

This application is submitted by Cablevision of Wappingers Falls, Inc. ("Cablevision"), 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, for a renewal of the Certificate of Confirmation for the cable television franchise in the Town of Wappinger, New York ("Village").

The Town granted a cable television franchise to Cablevision by agreement dated August 12, 1993, which expired on October 13, 2003. Cablevision requested and the New York State Commission on Cable Television 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 Wappinger.

On April 9, 2007, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, public hearings were held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal were held.

On April 23, 2007, the Town Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On April 30, 2007, 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.

2007 AUG - 1 AM 9:30  
RECEIVED  
PUBLIC SERVICE  
COMMISSION  
OSCAR P. HITS-ALBANY

New York State Public  
Service Commission  
July 31, 2007  
Page 2

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

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Alfred G. Kiefer", is written over a light gray rectangular background.


Alfred G. Kiefer  
Senior Counsel

Enclosures

cc: Town of Wappinger

PLUSSEA\COMMISSION\WAPPINGERTOWN

I, Alfred G. Kiefer, Senior Counsel hereby certify that I have this 31<sup>st</sup> day of July 2007, sent by first class United States Mail postage prepaid a copy of the foregoing Application for Renewal of Certificate of Confirmation to the Town Clerk, Town of Wappinger, 20 Middlebush Road, Wappingers Falls, New York 12590.

  
\_\_\_\_\_  
Alfred G. Kiefer

PLUSSEA\COMMISSION\WAPPINGERTOWN

**Application For Renewal of Franchise  
or Certificate of Confirmation  
(Form R-2)**

1 The exact legal name of the applicant is:  
**Cablevision of Wappingers Falls, Inc.**

2 Applicant does business under the following name or names:  
**Cablevision**

3 Applicant's mailing address is:  
**Cablevision  
719 Old Route 9 N  
Wappingers Falls, NY 12590**

4 Applicant's telephone number(s) is (are):  
**845 296-3564 or  
914 378-4530  
914 378-4531**

5 (a) This application is for the renewal of operating rights in the:  
**Town of Wappinger, Dutchess County**

(b) Applicant serves the following municipalities from the same headend or from a different headend  
but in the same of adjacent county:

**Amenia, Beacon, Clinton, Cold Spring, Dover, East Fishkill, Fishkill, T., Fishkill, V.,  
Hyde Park, LaGrange, Lloyd, Marlborough, Millbrook, Millerton, Nelsonville, North East,  
Philipstown, Pine Plains, Plattekill, T., Poughkeepsie, T. Stanford, Union Vale, Wappingers Falls, Washington**

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

**Subscribers**

Amenia, T.	1232
Beacon, C.	4544
Clinton, T.	1024
Cold Spring, V.	789
Dover, T.	2334
East Fishkill, T.	7563
Fishkill, T.	6480
Fishkill, V.	770
Hyde Park, T.	6562
LaGrange, T.	3242
Lloyd, T.	3212
Marlborough, T.	101
Millbrook, V.	607
Millerton, V.	336
Nelsonville, V.	176
North East, T.	316
Philipstown, T.	2105
Pine Plains, T.	437
Plattekill, T.	3040
Poughkeepsie, T.	6315
Stanford, T.	1027
Union Vale, T.	1267
Wappinger, T.	7419
Wappingers Falls, V.	1709
Washington, T.	681

- 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 A

- 8 Applicant does provide channel capacity and/or production facilities for local origination. If answer is **Affirmative**, please 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:

**160 hours**      **news, sports and public affairs programming**

9 The current monthly rate for service in the municipality specified in Question 5(a) are:

	<b>Primary Residential Subscribers</b>	<b>Secondary Residential Subscribers</b>	<b>Residential Pay-Cable Subscriptions</b>	<b>Commercial Connections</b>	<b>Other</b>
<b>Wappinger</b>	<b>\$13.96</b>	<b>\$46.95</b>	<b>\$9.95 - \$87.95</b>	<b>\$45.95 and \$89.95</b>	

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)?

**3.02**

In the municipalities specified in Question 5(b)?

<b>Amenla, T.</b>	<b>9.85</b>
<b>Beacon, C.</b>	<b>0.39</b>
<b>Clinton, T.</b>	<b>8.46</b>
<b>Cold Spring, V.</b>	<b>0.73</b>
<b>Dover, T.</b>	<b>4.37</b>
<b>East Fishkill, T.</b>	<b>0.58</b>
<b>Fishkill, T.</b>	<b>7.46</b>
<b>Fishkill, V.</b>	<b>0</b>
<b>Hyde Park, T.</b>	<b>3.38</b>
<b>LaGrange, T.</b>	<b>0.46</b>
<b>Lloyd, T.</b>	<b>0</b>
<b>Marlborough, T.</b>	<b>0</b>
<b>Millbrook, V.</b>	<b>10.82</b>
<b>Millerton, V.</b>	<b>10.48</b>
<b>Nelsonville, V.</b>	<b>0</b>
<b>North East, T.</b>	<b>1.48</b>
<b>Philipstown, T.</b>	<b>0.81</b>
<b>Pine Plains, T.</b>	<b>1.02</b>
<b>Plattekill, T.</b>	<b>1.70</b>
<b>Poughkeepsie, T.</b>	<b>1.58</b>
<b>Stanford, T.</b>	<b>4.18</b>
<b>Union Vale, T.</b>	<b>0.75</b>
<b>Wappingers Falls, V.</b>	<b>2.10</b>
<b>Wappinger, T.</b>	<b>3.02</b>
<b>Washington, T.</b>	<b>4.19</b>

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

**Digital cable and VoIP services have been introduced.**

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

(a) Current Statement of Assessment pursuant to Section 217, Chapter 83?

(b) Current Annual Financial Report?

If answer to any above is negative, please explain:

X	Yes	No
X	Yes	No

13 Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so describe below:

No

AM Rodie P. Ischuck Signature

VP Gov't & Public Affairs Title

Date

7/6/07

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



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# **PROOF OF PERFORMANCE**

## *FCC MEASUREMENTS – PART 76*

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**SYSTEM NAME:** Cablevision

**SYSTEM ADDRESS:** 719 Old Rt. 9N  
Wappingers Falls, N.Y. 12590

**HEAD END ADDRESS:** 719 Old Rt. 9N  
Wappingers Falls, N.Y. 12590

**FCC TESTING PERIOD:** WINTER 2007

**DATE TEST STARTED:** 1/3/07

**DATE TEST COMPLETED:** 1/18/07

# //// CABLEVISION

CV001

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

## COVER SHEET

### SYSTEM INFORMATION

PSID #5325

Corporate Name:	Cablevision		
Company Name:	Cablevision		
Managing Director:	Mark Fitchett		
System Name:	Wappingers Falls		
Address:	719 Old Rt. 9N		
Town:	Wappingers Falls	State: NY	Zip Code: 12590
Area PM Manager:	Lester Mahon		
Telephone Number:	914-378-4528		

### SYSTEM DATA:

System Mileage:	1250
System Bandwidth:	750 MHZ
Active Channels:	118
# of Customers:	60,355
# of PM Field Techs:	10
Highest Operating Frequency:	757.25

### HEADEND INFORMATION:

I.S.P. Director:	Brian Genova		
I.S.P. Manager	Bob Bailey		
Head End (Name):	Wappingers Falls		
Head End Address:	719 Old Rt. 9N		
Town:	Wappingers Falls	State: NY	Zip Code: 12590
Telephone Number:	845-297-6735		

### TEST INFORMATION:

Testing Date(s):	1/2/07 TO 1/18/07
	(All Proof documents are required to be retained for 5 Years)
Retention Period: (Discard Date)	
Quantity of Channels Tested:	11
Quantity of Test Points Tested:	10
Results:	Pass

Form Prepared By:		Date:
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(SIGNATURE)

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

# ////Cablevision

## Proof of Performance File Documents

Proof Documents	Semi-Annual Filing
Company System Data Cover Sheet	X
Community served list	X
System Test Point Data & Locations List	X
Design, Equipment & Personnel list	X
Current Channel Line up (all)	X
Test Summary sheet (Public File)	X
TEST	
Aural center frequency. (4.5Mhz +/-5kHz)	X
Visual signal level (min +3db)	X
Visual signal level 24 HR Test (max 8db)	X
Visual signal level (+/-3db within 6Mhz adjacent)	X
Visual signal level (13db overall, 550 Mhz bandwidth)	X
Visual / Aural Ratio (10 to 17db below visual level)	X
In Channel Response Test (+/- 2db .75 to 5Mhz)	X
Visual signal level to System noise ( better than 43db)	X
Coherent Disturbances Ratio ( CSO >51dbc CTB >51)	X
Terminal Isolation ( min. 18db) (Use Mfr Spec.)	X
Hum (3% of visual carrier)	X
Signal Leakage Monitoring	X
Labeling Files	
SUMMER PROOFS / YEAR	
WINTER / PROOFS / YEAR	

# ////// Cablevision

FCC Required Proof Documentation

<i>Outside Plant</i> Rule #	Description	Test Location
76.605 (a) (2)	Aural center frequency. (4.5Mhz +/-5kHz)	Customers Tap
76.605 (a) (3)	Visual signal level (min +3db)	Customers Tap
76.605 (a) (4)	Visual signal level 24 HR Test (max 8db)	Customers Tap
76.605 (a) (4) (i)	Visual signal level (+/-3db within 6Mhz adjacent)	Customers Tap
76.605 (a) (4) (ii)	Visual signal level (13db overall, 550 Mhz bandwidth)	Customers Tap
76.605 (a) (5)	Visual / Aural Ratio (10 to 17db below visual level)	Customers Tap
76.605 (a) (6)	In Channel Response Test (+/- 2db .75 to 5Mhz)	Customers Tap
76.605 (a) (7)	Visual signal level to System noise ( better than 43db)	Customers Tap
76.605 (a) (8)	Coherent Disturbances Ratio ( CSO >51dbc CTB >51)	Customers Tap
76.605 (a) (9)	Terminal Isolation ( min. 18db) (Use Mfr Spec.)	Customers Tap
76.605 (a) (10)	Hum (3% of visual carrier)	Customers Tap
76.605 (a) (12)	Signal Leakage Monitoring	100% of System
<i>Inside Plant</i> Rule #	Description	Test Location
76.605 (a) (2)	Aural center frequency. (4.5Mhz +/-5kHz)	Head End
76.605 (a) (5)	Visual / Aural Ratio (10 to 17db below visual level)	Head End
76.605 (a) (11) (i)	Chrominance - Luminance Delay (Within 170 NSEC)	Head End
76.605 (a) (11) (ii)	Differential Gain ( + / - 20%)	Head End
76.605 (a) (11) (iii)	Differential Phase ( + / - 10 Degrees)	Head End

2x a Year	Every 3 Years	# of Channels to be tested			Required documentation		
		All	4 +	One	Technical file	Public file	Compliance
X			X		X	X	X
X		X			X	X	X
X		X			X	X	X
X		X			X	X	X
X			X		X	X	X
X			X		X	X	X
X			X		X	X	X
X			X		X	X	X
X			X		X	X	X
X		N/A	N/A		X	X	X
X				X	X	X	X
4X A Year				X	X	X	X
2x a Year	Every 3 Years	# of Channels to be tested			Required documentation		
		All	4 +	One	Technical file	Public file	Compliance
X			X		X	X	
X		X			X	X	
	X		X		X	X	
	X		X		X	X	
	X		X		X	X	

**Semi-Annual Proof of Performance Data**  
**WAPPINGERS FALLS**  
**WINTER 2007**

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.

**COMMUNITIES SERVED BY THIS HEADEND: (Franchise Issuing Municipalities)**

**PSID # 005325**

[illegible]

# //// CABLEVISION

## Semi-Annual Proof of Performance Data

WAPPINGERS

WINTER 2007

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

### Personnel Performing Tests

PSID # 5325

Employee(S) NAME(S)	POSITION / TITLE	TEST(S) PERFORMED	YEARS EXPERIENCE
Thomas Towey	Tech Sr.	FCC POP	15
Kevin Moran	Tech Sr.	FCC POP	15
Jim Teeling	Tech Sr.	FCC POP	17
Bill Wilson	Tech	FCC POP	15

### Test Equipment Used

DESCRIPTION	MANUFACTURE	SERIAL #	MODEL #	CALIBRATION DATE
Analyzer	Agilent	391A03916	8591C	June-03
Analyzer	Agilent	4115A04691	8591C	Jun-03
Searcher Plus	Trilithic	200032113	VF-5	Sep-04
Signal Gen	Multidyne	15600594	TS12	Sep-04
Post Amp	Trilithic	200063089	AM1000-VF-MNT	Jun-04
FSM	Acterna	7143171	SDA 5000	Dec-03
FSM	Acterna	351613	SDA 5000	Dec-03

### 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:	_____ dB	_____ dB
Worst case composite triple beat ratio:	_____ dBc	_____ dBc
Worst case composite second order ratio:	_____ dBc	_____ 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.

## CV003

**FCC Rules & Regulations, Subpart K - Technical Standards, 76.601(c) (1) Performance tests.**

### SYSTEM PROOF TEST POINTS

**PSID # 00535**

[illegible]



# //// CABLEVISION

Semi-Annual Proof of Performance Data

WAPPINGERS FALLS, N.Y.

MUST CARRY CHANNELS

FCC Rules & Regulations, Part 76, Multichannel Video & Cable Television Services, Subpart K - Technical Standards, 76.601(b), is a list of the cable television channels which this system delivers to it's customers. This list contains certain channel information including, Converter location, Video and audio Frequencies, frequency offsets, Programming Type and Source, Call letters, Service name, Location, Class, Grade, Scrambled Status.

SYSTEM CHANNEL INFORMATION SHEET

PSID # 5325

CH	VIDEO	AUDIO	OFFSET	PROGRAMMING	SOURCE	CALL	SERVICE NAME	LOCATION	SCRAM
EIA/MAP	Frequency	Frequency	Frequency	TYPE					Yes / No
2	55.2500	59.7500		TV BROADCAST	INTERCEPT	WCBS	WCBS CH. 2	NEW YORK, N.Y.	NO
3	61.2500	65.7500		TV BROADCAST	INTERCEPT	WPXN	WPXN UHF-31	NEW YORK, N.Y.	NO
4	67.2500	71.7500		TV BROADCAST	INTERCEPT	WNBC	WNBC CH. 4	NEW YORK, N.Y.	NO
5	77.2500	81.7500		TV BROADCAST	INTERCEPT	WNYW	WNYW CH. 5	NEW YORK, N.Y.	NO
6	83.2500	87.7500		TV BROADCAST	INTERCEPT	WXTV	WXTV UHF-41	NEW YORK, N.Y.	NO
7	175.2500	179.7500		TV BROADCAST	INTERCEPT	WABC	WABC CH. 7	NEW YORK, N.Y.	NO
8	181.2500	185.7500		TV BROADCAST	INTERCEPT	WNJN	WNJN UHF 50	MONTCLAIR, N.J.	NO
9	187.2500	191.7500		TV BROADCAST	INTERCEPT	WWOR	WWOR CH. 9	NEW YORK, N.Y.	NO
10	193.2500	197.7500		TV BROADCAST	INTERCEPT	WTSY	WTSY UHF-54	POUGHKEEPSIE, N.Y.	NO
11	199.2500	203.7500		TV BROADCAST	INTERCEPT	WPIX	WPIX CH. 11	NEW YORK, N.Y.	NO
12	205.2500	209.7500							NO
13	211.2500	215.7500		TV BROADCAST	INTERCEPT	WNET	WNET CH. 13	NEW YORK, N.Y.	NO
14	121.2625	125.7625	Aero						
15	127.2625	131.7625	Aero	TV LPTV	INTERCEPT	W42AE	W42AE - UHF 42	POUGHKEEPSIE, N.Y.	NO
16	133.2625	137.7625	Aero	TV BROADCAST	INTERCEPT	WNJU	WNJU-UHF 47	PATERSON, N.J.	NO
17	139.2500	143.7500		TV BROADCAST	INTERCEPT	WFUT	WFUT - UHF 68	NEWARK, N.J.	NO
18	145.2500	149.7500							
19	151.2500	155.7500		TV BROADCAST	INTERCEPT	WRNN	WRNN UHF 62	KINGSTON, N.Y.	NO
20	157.2500	161.7500		TV BROADCAST	INTERCEPT	WMBC	WMBC UHF 63	NEWTON, N.J.	NO
21	163.2500	167.7500							
22	169.2500	173.7500							
23	217.2500	221.7500							
24	223.2500	227.7500							
25	229.2625	233.7625	Aero						
25	229.2625	233.7625	Aero						
26	235.2625	239.7625	Aero						
27	241.2625	245.7625	Aero						
28	247.2625	251.7625	Aero						
29	253.2625	257.7625	Aero						
30	259.2625	263.7625	Aero						
31	265.2625	269.7625	Aero						
32	271.2625	275.7625	Aero						
33	277.2625	281.7625	Aero						
34	283.2625	287.7625	Aero						
35	289.2625	293.7625	Aero						
36	295.2625	299.7625	Aero						
37	301.2625	305.7625	Aero						
38	307.2625	311.7625	Aero						
39	313.2625	317.7625	Aero						
39	313.2625	317.7625	Aero						
40	319.2625	323.7625	Aero						
41	325.2625	329.7625	Aero						
42	331.2750	335.7750	Other						
43	337.2625	341.7625	Aero						
44	343.2625	347.7625	Aero						
45	349.2625	353.7625	Aero						
46	355.2625	359.7625	Aero						
47	361.2625	365.7625	Aero						
48	367.2625	371.7625	Aero						
49	373.2625	377.7625	Aero						
50	379.2625	383.7625	Aero						

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 1:00AM Technician(s): Jim Teeling, Kevin Moran

System Test Point # 1 Headend: WAPPINGERS

Location: Maple Road Town: HYDE PARK

Node # HP7 **CASCADE**, Amps 1 L/E'S 1 Tap Value: 8DB/4 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP2IT	16.0	48.8	1.3	1.1	70.9	74.7
24	223.25	CNBC	12.7	45.4		0.9	67.5	76.0
27	241.26	DISC.	13.0	50.3		0.9	66.8	71.8
31	265.26	EWTN	12.6	50.4		0.9	65.1	73.1
41	325.26	SPIKE	12.4	49.7		1.0	66.5	73.7
47	361.26	HISTORY	11.8	48.5		1.1	65.3	79.3
50	379.26	COMEDY	10.9	46.1		1.1	66.0	70.3
57	421.25	ANIMAL	11.0	47.0		1.1	76.7	66.2
65	469.25	CSPAN2	12.4	48.0		1.0	75.2	66.8
66	475.25	CSPAN2	12.7	47.3		0.8	66.1	74.4
71	505.25	MSG	12.6	45.6		0.7	65.2	74.1

### 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  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 2:00AM Technician(s): Jim Teeling, Kevin Moran  
System Test Point # 2 Headend: WAPPINGERS  
Location: Old Post Road Town: HYDE PARK  
Node # HP42 **CASCADE**, Amps 1 L/E'S 1 Tap Value: 23DB/2 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	12.2	49.6		0.9	68.9	77.1
24	223.25	CNBC	11.9	46.4		0.9	65.9	76.1
27	241.26	DISC.	12.0	46.4		1.0	67.0	76.1
31	265.26	EWTN	11.9	48.6		1.0	66.7	74.1
41	325.26	SPIKE	13.1	48.9		0.9	65.7	75.5
47	361.26	HISTORY	12.1	48.1		1.0	64.1	73.0
50	379.26	COMEDY	12.3	48.1		0.9	65.2	70.3
57	421.25	ANIMAL	13.7	48.7		1.2	65.0	75.5
65	469.25	CSPAN	15.0	47.0		1.0	64.4	72.5
66	475.26	CSPAN2	15.4	45.7		0.8	64.1	74.0
71	505.25	MSG	16.5	50.5		0.7	65.1	72.7

### 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: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

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

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 4:00AM Technician(s): Jim Teeling, Kevin Moran

System Test Point # 3 Headend: WAPPINGERS

Location: Alhusen Road Town: PLATTEKILL

Node # PL12 **CASCADE**, Amps 1 L/E'S 1 Tap Value: 23DB/ 2 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	13.2	45.6	1.8	0.9	65.1	67.0
24	223.25	CNBC	12.4	46.5		1.1	64.8	68.8
27	241.26	DISC.	12.5	45.5		0.8	64.5	65.3
31	265.26	EWTN	12.6	45.3		1.2	65.4	67.7
41	325.26	SPIKE	13.4	48.6		0.9	66.2	73.3
47	361.26	HISTORY	13.4	45.2		1.2	65.8	66.7
50	379.26	COMEDY	13.4	46.2		1.1	64.4	69.2
57	421.25	ANIMAL	13.6	46.1		1.2	65.6	73.1
65	469.25	CSPAN	13.7	46.5		1.0	64.4	73.3
66	475.25	CSPAN2	14.4	47.1		0.8	63.7	74.6
71	505.25	MSG	14.8	47.2		0.7	67.9	73.8

### 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  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 3:00AM Technician(s): Jim Teeling, Kevin Moran

System Test Point # 4 Headend: WAPPINGERS

Location: North Road Town: LLOYD

Node # LL16 **CASCADE**, Amps            L/E'S            Tap Value: 23DB/2 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	11.2	47.7	1.7	0.8	69.2	76.7
24	223.25	CNBC	11.5	47.5		1.0	66.5	77.1
27	241.26	DISC.	11.8	47.2		0.9	76.7	67.2
31	265.26	EWTN	12.1	47.5		1.1	67.2	71.4
41	325.26	SPIKE	13.6	49.8		0.9	66.9	72.1
47	361.26	HISTORY	12.0	47.4		1.1	64.9	74.6
50	379.26	COMEDY	12.3	48.8		1.1	64.2	75.2
57	421.25	ANIMAL	12.9	47.9		1.1	65.4	76.1
65	469.25	CSPAN	14.3	46.7		1.0	63.5	64.0
66	475.25	CSPAN2	14.3	47.4		0.8	64.5	77.1
71	505.25	MSG	14.7	50.8		0.6	64.9	71.7

### 24 Hour Testing

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

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

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

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

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
SUMMER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 2:00AM Technician(s): Tom Towey, Bill Wilson  
System Test Point # 5 Headend: WAPPINGERS  
Location: Jennifer Hill Road Town: UNIONVALE  
Node # HO3 **CASCADE**, Amps 4 L/E'S 1 Tap Value: 20DB/4 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	11.0	50.4	2.0	1.0	61.0	57.1
24	223.25	CNBC	8.0	49.7		1.4	55.5	54.7
27	241.26	DISC.	9.3	50.1		1.0	59.8	56.9
31	265.26	EWTN	8.9	50.8		1.2	59.1	61.6
41	325.26	SPIKE	11.4	49.0		0.9	59.6	55.9
47	361.26	HISTORY	11.4	50.5		1.0	63.0	60.1
50	379.26	COMEDY	12.2	50.7		0.9	61.5	61.8
57	421.25	ANIMAL	12.5	47.7		1.3	63.2	60.5
65	469.25	CSPAN	13.4	50.2		1.0	57.1	56.6
66	475.25	CSPAN2	13.4	48.9		1.0	59.4	55.0
71	505.25	MSG	13.5	49.9		0.5	64.9	62.1

### 24 Hour Testing

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

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

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

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

# //// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 12:00AM Technician(s): Tom Towey, Bill Wilson

System Test Point # 6 Headend: WAPPINGERS

Location: Verplanck Road Town: EAST FISHKILL

Node # EF6 **CASCADE**, Amps 1 L/E'S 1 Tap Value: 23DB/4 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	13.8	50.8	1.8	0.9	64.1	58.2
24	223.25	CNBC	14.8	50.5		0.9	60.4	56.5
27	241.26	DISC.	15.1	50.1		0.9	64.6	60.1
31	265.26	EWTN	15.5	50.4		0.9	61.2	59.4
41	325.26	SPIKE	17.4	46.8		1.0	61.8	57.8
47	361.26	HISTORY	16.2	49.7		1.1	64.8	56.6
50	379.26	COMEDY	16.8	51.3		1.1	63.3	58.7
57	421.25	ANIMAL	18.3	52.2		1.3	67.2	61.3
65	505.25	MSG	18.6	52.1		1.0	57.1	56.6
66	475.25	CSPAN2	19.3	49.8		0.9	55.1	54.1
71	505.25	MSG	17.9	48.9		0.6	63.9	56.9

### 24 Hour Testing

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

# /// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 3:00am Technician(s): Tom Towey, Bill Wilson  
System Test Point # 7 Headend: WAPPINGERS  
Location: Route 9D Town: COLD SPRING  
Node # CS1 **CASCADE**, Amps 3 L/E'S 1 Tap Value: 4DB/2 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	18.1	51.8	1.7	1.1	65.5	61.4
24	223.25	CNBC	15.0	50.6		1.0	60.4	60.6
27	241.26	DISC.	15.9	50.1		1.1	62.5	55.4
31	265.26	EWTN	16.1	50.5		1.1	64.6	61.5
41	325.26	SPIKE	16.9	48.5		1.0	63.4	56.4
47	361.26	HISTORY	16.4	48.0		1.0	63.7	56.0
50	379.26	COMEDY	16.4	50.0		1.1	64.9	59.0
57	421.25	ANIMAL	17.7	52.5		1.2	65.0	59.6
65	469.25	CSPAN	17.0	49.9		1.1	55.3	55.5
66	475.25	CSPAN2	17.4	51.0		0.8	56.5	56.5
71	505.25	MSG	16.9	49.3		0.5	60.2	55.6

### 24 Hour Testing

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

COMMENTS:

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

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



# //// CABLEVISION

Semi-Annual Proof of Performance Data  
WAPPINGERS FALLS  
WINTER 2007

PSID # 005325

## FCC PROOF OF PERFORMANCE TESTS RESULTS

Date: 1/5/07 Time: 1:00AM Technician(s): Tom Towey, Bill Wilson

System Test Point # 8 Headend: WAPPINGERS

Location: Gidley Road Town: LAGRANGE

Node # LG2 CASCADE, Amps 3 L/E'S 1 Tap Value: 23DB/2Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	13.0	47.1	1.9	1.0	61.9	56.4
24	223.25	CNBC	11.6	50.0		1.2	57.2	55.4
27	241.26	DISC.	11.8	50.1		1.1	61.8	58.0
31	265.26	EWTN	11.7	49.9		0.9	61.4	63.4
41	325.26	SPIKE	12.1	47.4		1.0	57.1	57.1
47	361.26	HISTORY	10.9	49.0		1.1	65.1	60.8
50	379.26	COMEDY	11.0	48.7		0.9	63.5	56.2
57	421.25	ANIMAL	11.4	48.1		1.3	63.5	59.3
65	469.25	CSPAN	13.4	48.0		1.2	54.0	53.8
66	475.25	CSPAN2	13.6	48.5		0.7	57.1	54.7
71	505.25	MSG	13.4	48.7		0.6	58.8	58.5

### 24 Hour Testing

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

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

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

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

**//// CABLEVISION**

Semi-Annual Proof of Performance Data  
 WAPPINGERS FALLS  
 WINTER 2007

PSID # 005325

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/5/07 Time: 4:00AM Technician(s): Tom Towey, Bill Wilson

System Test Point # 9 Headend: WAPPINGERS

Location: Slocum Road Town: FISHKILL

Node # FT32 **CASCADE**, Amps 3 L/E'S 1 Tap Value: 23DB/2 Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	8.1	49.7	1.8	0.8	55.7	52.8
24	223.25	CNBC	8.6	47.1		0.8	53.0	52.6
27	241.26	DISC.	8.8	51.5		0.9	57.6	54.5
31	265.26	EWTN	9.2	51.6		1.0	58.9	52.7
41	325.26	SPIKE	11.1	50.0		1.0	57.9	57.2
47	361.26	HISTORY	10.4	48.6		1.4	63.4	59.5
50	379.26	COMEDY	11.4	50.0		1.1	62.4	61.1
57	421.25	ANIMAL	12.6	47.1		1.3	62.4	58.3
65	469.25	CSPAN	12.1	47.2		1.0	53.0	52.9
66	475.25	CSPAN2	12.0	46.0		0.8	54.0	54.0
71	505.25	MSG	12.3	48.7		0.5	59.6	57.0

**24 Hour Testing**

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

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

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

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

**//// CABLEVISION**

Semi-Annual Proof of Performance Data  
 WAPPINGERS FALLS  
 WINTER 2007

PSID # 005325

**FCC PROOF OF PERFORMANCE TESTS RESULTS**

Date: 1/5/07 Time: 12:00AM Technician(s): Jim Teeling, Kevin Moran

System Test Point # 10 Headend: WAPPINGERS

Location: Reed Road Town: POUGHKEEPSIE

Node # PK1 **CASCADE**, Amps 1 L/E'S 1 Tap Value: 8DB/2Port

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

Channel	Frequency	Call Signs	Signal level	C/N	HUM	INCHNL	CTB	CSO
14	121.26	ZAP 2IT	17.3	48.8	1.8	1.0	68.0	64.0
24	223.25	CNBC	16.9	50.0		1.1	65.5	76.0
27	241.26	DISC.	16.0	50.0		1.3	64.7	70.6
31	265.26	EWTN	15.7	47.3		0.9	63.5	70.3
41	325.26	SPIKE	15.6	50.2		1.0	65.0	71.0
47	361.26	HISTORY	14.1	48.7		1.3	65.0	66.2
50	379.26	COMEDY	14.9	50.0		1.3	65.1	77.0
57	421.25	ANIMAL	16.4	49.1		1.1	63.3	73.9
65	469.25	CSPAN	16.6	48.2		1.0	62.3	66.4
66	475.25	CSPAN2	17.2	49.7		0.8	63.7	76.1
71	505.25	MSG	17.0	48.1		0.6	64.1	74.0

**24 Hour Testing**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

# FCC PROOF OF PERFORMANCE CHECKLIST

SYSTEM NAME Cablevision  
ADDRESS 719 Old Route 9N Wappingers STATE N.Y. ZIP 12590  
COMPLETED BY: (PRINT) Joe Unger TITLE ISP Supervisor

## I. This Checklist

☒ Checklist completed and signed.

## II. Front Cover

☒ Fcc Proof of Performance Heading  
☒ System name and location  
☒ Date/Year tests completed (Specify Start/Stop)  
☒ Communities, Community Unit #, Cascade & Subscriber Information

## III. Table of Contents

☒ Table of Contents

## IV. General Information

☒ Section Cover  
☒ Statement describing test discrepancies  
☒ Test Point Summary for each test point  
☒ Map showing test point locations  
☒ Copy of Channel Card  
☒ Copy of frequency assignments  
☒ Test Point Description  
☒ Technician qualification form completed  
☒ System Block Diagram  
☒ Technical Notes  
☒ Signal Leakage Statement (320)  
☒ Subscriber Complaint Procedures

## V. Testing and Test Equipment

☒ Section Cover  
☒ Block diagrams of test equipment set-up and test procedures  
☒ Calculations for number of test points  
☒ Test equipment (w/converters) list  
☒ Manufacturer's Active/Passive data Sheets

## VI. Head End Testing

<input checked="" type="checkbox"/> Section Cover	<input checked="" type="checkbox"/> Pass/Fail Report
<input checked="" type="checkbox"/> Head End address	<input checked="" type="checkbox"/> Pass/Fail Summary
<input checked="" type="checkbox"/> Subscriber count	<input checked="" type="checkbox"/> Technical Standards
<input checked="" type="checkbox"/> Number of Test Points	<input checked="" type="checkbox"/> Color Test
<input checked="" type="checkbox"/> Test Dates (Start/Finish)	

**VII to XV. Test Point #1 to Test Point #10 \_\_\_\_\_ Section cover (Items a. thru f.)**

a. Headend

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

b. Test Point Address

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

c. Number of channels. Statement concerning how the number was determined.

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

d. System bandwidth at test point

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

e. Cascade Information

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

f. Tap Value

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Statement describing discrepancies in testing

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Test results for Test Points 1 thru 10:

Pass/Fail Report

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Pass/Fail Summary

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Technical Standard. Public Record

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Aural Signal Level

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Visual Signal Level

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

Visual Signal Level (Prior 6 month readings)

☐\_X\_ TP1 ☐\_X\_ TP2 ☐\_X\_ TP3 ☐\_X\_ TP 4 ☐\_X\_ TP5 ☐\_X\_ TP6 ☐\_X\_ TP7 ☐\_X\_ TP8 ☐\_X\_ TP9 ☐\_X\_ TP10

*To the best of my knowledge, the FCC Proof-Of-Performance test performed in this system  
comply with the standards set forth in FCC Rules - Part 76.*

Signed

Joe Unger

Title

FSP Supervisor

Date:

11/18/07



## Channel Lineup > Wappingers Falls



- |                                    |  |
|------------------------------------|--|
| 2 WCBS New York (CBS)              | 212 Discovery en Español               |
| 3 WPXN New York (ION)              | 213 Telemundo Puerto Rico              |
| 4 WNBC New York (NBC)              | 214 La Familia                         |
| 5 WNYW New York (FOX)              | 215 EWTN Español                       |
| 6 WXTV Paterson (Univision)        | 216 Maria+Vision                       |
| 7 WABC New York (ABC)              | 217 Cartoon Network                    |
| 8 WNJN Montclair (IND)             | 218 Sorpresa                           |
| 9 My9                              | 219 Toon Disney                        |
| 10 WTBY New York (IND)             | 220 ESPN Deportes                      |
| 11 CW11                            | 221 CASA Club TV                       |
| 12 Home Shopping Network           | 222 Utilísima Satelital                |
| 13 WNET New York (PBS)             | 223 Fox Sports en Español              |
| 14 Cablevision Channel Guide       | 224 Go!TV                              |
| 15 W42AE New York (PBS)            | 225 Latin TV (LTV)                     |
| 16 WNJU Linden (Telemundo)         | 226 MTV Tr3s                           |
| 17 WFUT Newark (TeleFutura)        | 227 mun2                               |
| 18 Local Programming/Leased Access | 228 PUMA TV                            |
| 19 WRNN Kingston (IND)             | 229 HTV música                         |
| 20 WMBC Newton (IND)               | 230 Cine Latino                        |
| 21 Public Access/CMT               | 231 IO Sports                          |
| 22 Educational/Government Access   | 232 Azteca America                     |
| 23 MSNBC                           | 233 VeneMovies                         |
| 24 CNBC                            | 234 NDTV The Dominican Channel         |
| 25 CNN                             | 235 Ecuavisa Internacional             |
| 26 FOX News Channel                | 236 Caracol TV Internacional           |
| 27 Discovery Channel               | 237 WAPA America                       |
| 28 The Learning Channel            | 238 Chinese Channel                    |
| 29 Food Network                    | 242 World Picks Hindi On Demand        |
| 30 Home & Garden TV                | 243 TV Asia (South Asian Programming)  |
| 31 Religious Programming           | 244 ITV Gold (South Asian Programming) |
| 32 Cartoon Network                 | 245 Zee TV (South Asian Programming)   |
| 33 Nickelodeon                     | 246 SET Asia (South Asian Programming) |
| 34 TV Land                         | 250 World Picks Russian On Demand      |
| 35 ESPN2                           | 251 RTVi (Russian Programming)         |
| 36 ESPN                            | 252 RTN (Russian Programming)          |

37 TNT	253 Channel 1 Russia
38 USA Network	254 NTV America (Russian Programming)
39 TBS	261 MKTV (Korean Programming)
40 FX	262 MBC (Korean Programming)
41 Spike TV	265 TV Japan
42 WE tv	276 SPT (Portuguese Programming)
43 AMC	279 RAI (Italian Programming)
44 Bravo	282 TV Polonia (Polish Programming)
45 Lifetime	300 HBO On Demand
46 A&E	301 HBO Signature
47 The History Channel	302 HBO Family
48 Sci-Fi Channel	303 HBO Comedy
49 ABC Family	304 HBO Zone
50 Comedy Central	305 HBO Latino
51 E!	306 HBO West
52 VH1	307 HBO2 West
53 MTV	308 HBO Signature West
54 BET	309 HBO Family West
55 MTV2	320 Showtime On Demand
56 Disney Channel	321 Showtime Showcase
57 Animal Planet	322 Showtime Extreme
58 Court TV	323 Showtime Beyond
59 CNN Headline News	324 Showtime Next
60 SportsNet New York	325 Showtime Family Zone
61 News 12 Traffic & Weather	326 Showtime Women
62 The Weather Channel	327 Showtime West
63 Travel Channel	328 Showtime Too West
65 C-SPAN	329 Showtime Showcase West
66 C-SPAN2	340 Starz
67 Speed Channel	341 Starz Cinema
68 Turner Classic Movies	342 Starz Kids & Family
69 The Golf Channel	343 Starz Edge
70 YES Network	344 Starz inBlack
71 MSG	345 Starz West
72 FSN NY	350 Encore
78 QVC	351 Encore Action
82 HBO	352 Encore Mystery
83 Independent Film Channel	353 Encore Westerns
84 Showtime	354 Encore Love
85 Cinemax	355 Encore Drama
86 The Movie Channel	356 Encore Wam
87 fuse	357 Encore West
88 Game Show Network	370 Cinemax On Demand
89 SoapNet	371 ActionMAX
90 Showtime Too	372 MoreMAX
91 Flix	373 ThrillerMAX

92 Pay Per View	374 WMAX
93 Pay Per View	375 @MAX
94 Playboy TV (Adult)	376 5 StarMAX
95 Club Jenna (Adult)	377 OuterMAX
96 HBO2	378 Cinemax West
100 IO Digital Channel Guide	380 TMC Xtra
101 iO Showcase	381 TMC West
102 C-SPAN3	382 TMC Xtra West
103 EuroNews	402 TV Games Network
104 BBC World News	403 FUEL TV
105 Bloomberg TV	404 FOX College Sports Pacific
107 WABC Plus	405 FOX College Sports Central
108 Eyewitness News Now	406 FOX College Sports Atlantic
109 WNBC Weather Plus	407 The Outdoor Channel
110 WNBC 4.4	408 VERSUS
116 NYS Legislative TV	409 GOL TV
120 Discovery Kids	410 The Golf Channel
121 Toon Disney	414 iO Sports2
122 Nicktoons TV	430 NBA TV
123 Noggin	431 NBA League Pass @ Preview
124 Nickelodeon GAS	500 On Demand
131 Kids Thirteen	502 Free On Demand
132 WLIW World	503 Disney Channel On Demand
133 WLIW Create	506 here! On Demand
140 ESPN Classic	507 Anime Network On Demand
141 ESPNEWS	508 IFC in Theaters On Demand
142 FOX Soccer Channel	513 Howard TV On Demand
145 The Golf Channel	515 Adult On Demand
146 VERSUS	516 Playboy TV On Demand
148 NBA TV	517 Too Much for TV On Demand
160 The Biography Channel	600 iO Dashboard
161 History International	604 MSG Interactive
162 National Geographic Channel	605 Optimum Autos
170 The Science Channel	606 Optimum Homes
171 Discovery Times Channel	610 iO Games
172 Discovery Home Channel	612 News 12 Interactive
173 Military Channel	620 Move 'n Match Puzzles
175 G4 videogame tv	627 fuse Interactive
179 Logo	631 Hollywood.com TV
180 Oxygen	632 Broadway.com TV
181 ShopNBC	652 FX Preview Channel
182 Jewelry Television	700 Hi-Def On Demand
184 The Tube	701 MOJO
185 BET Jazz	702 CBS HD
186 VH1 Classic	704 NBC HD
187 CMT	705 FOX HD



<b>188 MTV Hits</b>	<b>707 ABC HD</b>
<b>189 VH1 Soul</b>	<b>709 My9 HD</b>
<b>190 Fox Movie Channel</b>	<b>711 CW HD</b>
<b>191 Hallmark Channel</b>	<b>713 Thirteen HD</b>
<b>192 Sundance Channel</b>	<b>715 YES HD</b>
<b>195 MTV Tr3s</b>	<b>719 VERSUS HD/The Golf Channel HD</b>
<b>196 FOX Sports en Español</b>	<b>720 MSG HD</b>
<b>197 mun2</b>	<b>725 FSN NY HD</b>
<b>198 Telemundo Puerto Rico</b>	<b>726 National Geographic Channel HD</b>
<b>199 V-Me</b>	<b>727 Discovery HD Theater</b>
<b>200 World Picks Latino On Demand</b>	<b>730 SportsNet NY HD</b>
<b>201 TVE Internacional</b>	<b>736 ESPN HD</b>
<b>202 CNN en Español</b>	<b>737 TNT in HD</b>
<b>203 Docu TVE</b>	<b>740 Starz HD</b>
<b>204 Momentum TV</b>	<b>744 Universal HD</b>
<b>205 Infinito</b>	<b>750 HBO HD</b>
<b>206 telefe internacional</b>	<b>760 Showtime HD</b>
<b>207 The History Channel en Español</b>	<b>770 Cinemax HD</b>
<b>208 Canal Sur</b>	<b>780 The Movie Channel HD</b>
<b>209 TV Colombia</b>	<b>801 Music Choice® Channels</b>
<b>210 TV Chile</b>	<b>900 iO Upgrades</b>
<b>211 Supercanal Caribe</b>	<b>901 Order Optimum Online</b>

Customers without a digital cable box will receive PPV on channel 73 and Oxygen on Channel 64

Customers in Orange County will receive News 12 Hudson Valley on Channel 12 and Home Shopping Network on Channel 18.

Some services require a digital cable box.

High definition (HD) channels require a high definition digital cable box and an HD-ready television set.

Programming subject to change or discontinuance.

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COPY

TOWN BOARD: TOWN OF WAPPINGER  
 DUTCHESS COUNTY: NEW YORK

IN THE MATTER  
 OF

AFFIDAVIT OF  
 POSTING

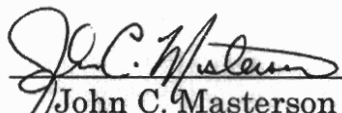
NOTICE OF PUBLIC HEARING ON CABLE FRANCHISE RENEWAL  
 AGREEMENT BETWEEN THE TOWN OF WAPPINGER AND  
 CABLEVISION OF WAPPINGERS FALLS, INC.

STATE OF NEW YORK    )  
                                   ) ss:  
 COUNTY OF DUTCHESS)

John C. Masterson, being duly sworn, deposes and says:

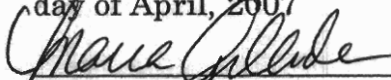
That he is the duly elected, qualified and acting Town Clerk of the Town of Wappinger, County of Dutchess and State of New York.

That on March 17<sup>th</sup>, 2007, your deponent posted a copy of the attached Notice of Public Hearing on Cable Franchise Renewal Agreement between the Town of Wappinger and Cablevision of Wappingers Falls, Inc. on the signboard maintained by your deponent in his office in the Town Hall of the Town of Wappinger, 20 Middlebush Road, Wappingers Falls, Dutchess County, New York.

  
 John C. Masterson  
 Town Clerk  
 Town of Wappinger

Sworn to before me the 20<sup>th</sup>

day of April, 2007

  
 NOTARY PUBLIC

MARIA GILBRIDE  
 Notary Public, State of New York  
 Reg. No. 01G15087374  
 Qualified in Dutchess County  
 Commission Expires Nov. 3, 2009

**COPY**

**NOTICE OF PUBLIC HEARING  
TOWN OF WAPPINGER**

**NOTICE IS HEREBY GIVEN** that the Town Board of the Town of Wappinger will conduct a **PUBLIC HEARING** on the 9<sup>th</sup> day of April, 2007, at 7:30 p.m. at the Town Hall, Town of Wappinger, 20 Middlebush Road, Wappingers Falls, New York, at which time all parties in interest and citizens shall have an opportunity to be heard as to whether the Town Board of the Town of Wappinger shall adopt a Resolution authorizing the Town of Wappinger to enter into a cable franchise renewal agreement with Cablevision of Wappingers Falls, Inc.

**PLEASE TAKE FURTHER NOTICE** that the purpose and intent of the proposed Resolution is to authorize the Town Supervisor, Joseph Ruggiero, to execute the proposed franchise renewal agreement between the Town of Wappinger and Cablevision of Wappingers Falls, Inc.

**PLEASE TAKE FURTHER NOTICE** that the Town Board has determined that pursuant to 6 NYCRR 617.5 and Section 117 of the Code of the Town of Wappinger the proposed adoption of the aforementioned Resolution is a Type II action not requiring environmental review pursuant to the State Environmental Quality Review Act (SEQRA) or pursuant to Chapter 117 of the Code of the Town of Wappinger and, accordingly, no environmental review has been undertaken.

**PLEASE TAKE FURTHER NOTICE** that copies of the proposed Franchise Renewal Agreement are available for review and inspection at the Office of the Town Clerk on weekdays from 8:30 a.m. to 4:00 p.m., at the Town Hall, 20 Middlebush Road, Wappingers Falls, New York.

Dated: March 14<sup>th</sup>, 2007

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF WAPPINGER

  
JOHN C. MASTERSON, TOWN CLERK

Poughkeepsie Journal  
Poughkeepsie, N.Y.  
AFFIDAVIT OF PUBLICATION

COPY

RECEIVED

State of New York  
County of Dutchess  
City of Poughkeepsie

MAR 21 2007

TOWN CLERK

NOTICE OF  
PUBLIC HEARING  
TOWN OF WAPPINGER  
NOTICE IS HEREBY GIVEN  
that the Town Board of  
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Falls, New York, at which  
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opportunity to be heard as  
to whether the Town  
Board of the Town of  
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Resolution authorizing the  
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renewal agreement with  
Cablevision of Wapping-  
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PLEASE TAKE FURTHER  
NOTICE that the purpose  
and intent of the proposed  
Resolution is to authorize  
the Town Supervisor, Jo-  
seph Ruggiero, to execute  
the proposed franchise re-  
newal agreement between  
the Town of Wappinger  
and Cablevision of Wap-  
pingers Falls, Inc.  
PLEASE TAKE FURTHER  
NOTICE that the Town  
Board has determined that  
pursuant to Article 17 of  
the Code of the Town of  
Wappinger, the proposed  
adoption of the aforemen-  
tioned Resolution is a  
Type II action that requir-  
ing environmental review  
pursuant to the State En-  
vironmental Quality Review  
Act (SEQRA) or pursuant  
to Chapter 117 of the Code  
of the Town of Wappinger  
and accordingly no envi-  
ronmental review has  
been undertaken.  
PLEASE TAKE FURTHER  
NOTICE that copies of the  
proposed Franchise Re-  
newal Agreement are

available for review and  
inspection at the Office of  
the Town Clerk on week-  
days from 8:30 a.m. to  
4:00 p.m. at the Town  
Hall 20 Middlebush Road,  
Wappingers Falls, New  
York.  
Dated March 14th 2007  
BY ORDER OF THE TOWN  
BOARD OF THE TOWN OF  
WAPPINGER  
JOHN C. MASTERSON  
TOWN CLERK

6524

Rita Lombardi, of the City of Poughkeepsie,  
Dutchess County, New York, being duly sworn, says  
that at the several times hereinafter mentioned he/she  
was and still is the Principle Clerk of the Poughkeepsie  
Newspapers Division of Gannett Satellite Information  
Network, Inc., publisher of the Poughkeepsie Journal, a  
newspaper printed and published every day in the year  
2007 in the city of Poughkeepsie, Dutchess County,  
New York. and that the annexed Notice was duly  
published in the said newspaper for one insertion weeks  
successively, in each week, commencing on the  
17th day of Mar. in the year of 2007  
and on the following dates thereafter, namely on:

and ending on the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 2007, both days inclusive.

*Rita Lombardi*

Subscribed and sworn to before me this 20th day  
of March in the year of 2007

*Maureen Ciesluk*

MAUREEN CIESLUK  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CI5096485

Notary Public

QUALIFIED IN DUTCHESS COUNTY  
COMMISSION EXPIRES OCTOBER 14, 2007

10-14-09

Poughkeepsie Journal  
Poughkeepsie, N.Y.  
AFFIDAVIT OF PUBLICATION

COPY

State of New York  
County of Dutchess  
City of Poughkeepsie

RECEIVED

MAR 30 2007

TOWN CLERK

NOTICE OF  
PUBLIC HEARING  
TOWN OF WAPPINGER  
NOTICE IS HEREBY GIVEN  
that the Town Board of  
the Town of Wappinger  
will conduct a PUBLIC  
HEARING on the 28th day  
of April, 2007, at 7:30 p.m.  
at the Town Hall, Town of  
Wappinger, 20 Middle-  
bush Road, Wappingers  
Falls, New York, at which  
time all parties in interest  
and citizens shall have an  
opportunity to be heard as  
to whether the Town  
Board of the Town of  
Wappinger shall adopt a  
Resolution authorizing the  
Town of Wappinger to en-  
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and, accordingly, no envi-  
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PLEASE TAKE FURTHER  
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newal Agreement are  
available for review and  
inspection at the Office of  
the Town Clerk on week-  
days from 8:30 a.m. to  
4:00 p.m. at the Town  
Hall, 20 Middlebush Road,  
Wappingers Falls, New  
York.  
Dated: March 14th, 2007  
BY ORDER OF THE TOWN  
BOARD OF THE TOWN OF

WAPPINGER  
JOHN C. MASTERSON  
TOWN CLERK

8624

Rita Lombardi, of the City of Poughkeepsie,  
Dutchess County, New York, being duly sworn, says  
that at the several times hereinafter mentioned he/she  
was and still is the Principle Clerk of the Poughkeepsie  
Newspapers Division of Gannett Satellite Information

Network, Inc., publisher of the Poughkeepsie Journal, a  
newspaper printed and published every day in the year  
2007 in the city of Poughkeepsie, Dutchess County,  
New York, and that the annexed Notice was duly  
published in the said newspaper for one insertion weeks  
successively, in each week, commencing on the  
28th day of Mar. in the year of 2007  
and on the following dates thereafter, namely on:

and ending on the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 2007, both days inclusive.

Subscribed and sworn to before me this 29 day  
of March in the year of 2007

Leslie Sheraden  
Notary Public

My commission expires  
LESLIE SHERADEN  
Notary Public, State of New York  
No 015H5018755  
Qualified in Dutchess County  
Commission Expires 10/4/09

10/4/09

2007-84

### **Resolution Authorizing the Supervisor to Sign the Cable Franchise Agreement**

At a regular meeting of the Town Board of the Town of Wappinger, Dutchess County, New York, held at Town Hall, 20 Middlebush Road, Wappingers Falls, New York, on April 23, 2007.

The meeting was called to order by Joseph Ruggiero, Supervisor, and upon roll being called, the following were present:

PRESENT:	Supervisor	-	Joseph Ruggiero
	Councilmembers	-	William H. Beale
			Vincent F. Bettina
			Joseph P. Paoloni
			Maureen McCarthy

ABSENT:

The following Resolution was introduced by Councilman Bettina and seconded by Councilwoman McCarthy.

**WHEREAS**, the Town of Wappinger entered into a franchise agreement with US Cablevision Corporation dated October 13, 1993, whereby the Town of Wappinger granted US Cablevision Corporation a non-exclusive franchise to construct, own and operate a cable television system within the Town of Wappinger, which expired on October 13, 2003 and

**WHEREAS**, Cablevision of Wappingers Falls, Inc. acquired certain assets from AT&T Corp. as successor in interest to US Cablevision Corporation including the cable television system in the Town of Wappinger on January 3, 2001, and

**WHEREAS**, Cablevision of Wappingers Falls, Inc. submitted a proposed franchise renewal agreement to operate a cable television system within the Town of Wappinger and the Town, through its attorneys have had an opportunity to review and re-negotiate said agreement, and

**WHEREAS**, notice of a public hearing to be held on April 9, 2007, was published for two consecutive weeks in the official newspapers of the Town, to wit, in the Poughkeepsie Journal on March 17, 2007 and on March 28, 2007; and in the Southern Dutchess News on March 21, 2007 and March 28, 2007, as required by law; and

**WHEREAS**, a Public Hearing was held before the Wappinger Town Board on April 9, 2007; and

**WHEREAS**, the Town Board finds that it is in the best interest of the Town to enter into a "Cable Franchise Renewal Agreement" with Cablevision of Wappingers Falls, Inc. as more particularly set forth in the proposed Agreement attached as Exhibit "1"; and

**WHEREAS**, said executed "Cable Franchise Renewal Agreement" is subject to review and approval by the New York State Public Service Commission;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the terms and conditions set forth and contained in the "Cable Franchise Renewal Agreement" attached hereto as Exhibit "1", and.

**BE IT FURTHER RESOLVED**, that the Supervisor of the Town is hereby authorized

and directed to execute the "Cable Franchise Renewal Agreement", a copy of which is attached hereto as Exhibit "1", by and on behalf of the Town of Wappinger; and

**BE IT FURTHER RESOLVED**, that the Supervisor is further authorized to forward the original signed contracts to Cablevision of Wappingers Falls, Inc. for its signature, and

**BE IT FURTHER RESOLVED**, the Supervisor is further authorized to submit a fully executed copy of the "Cable Franchise Renewal Agreement" to the New York State Public Service Commission, in accordance with paragraph 35 of the "Cable Franchise Renewal Agreement" in order to receive all necessary approvals.

The foregoing was put to a vote which resulted as follows:

JOSEPH RUGGIERO, SUPERVISOR	Voting:	<u>AYE</u>
WILLIAM H. BEALE, COUNCILMAN	Voting:	<u>AYE</u>
VINCENT F. BETTINA, COUNCILMAN	Voting:	<u>AYE</u>
JOSEPH P. PAOLONI, COUNCILMAN	Voting:	<u>AYE</u>
MAUREEN McCARTHY, COUNCILWOMAN	Voting:	<u>AYE</u>

Dated: Wappingers Falls, New York  
4/23/2007

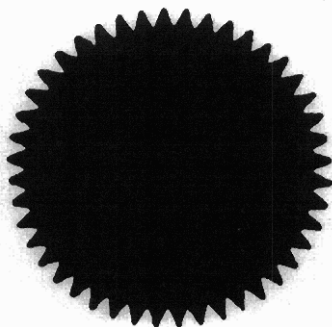
The Resolution is hereby duly declared adopted.

  
\_\_\_\_\_  
JOHN C. MASTERSON, TOWN CLERK

STATE OF NEW YORK,  
COUNTY OF DUTCHESS,  
TOWN OF WAPPINGER

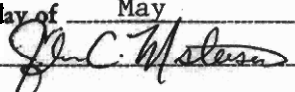
} ss.:

I, JOHN C. MASTERSON, Town Clerk of the Town of Wappinger, N.Y., do hereby certify that I have compared the foregoing copy of Resolution 2007-84: Resolution Authorizing the Supervisor to Sign the Cable Franchise Agreement



with the original record thereof now remaining on file or of record in this office and have found the same to be a correct transcript therefrom and the whole of such original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my seal of office, this 23rd day of May, 20 07

  
\_\_\_\_\_, Town Clerk  
By \_\_\_\_\_, Deputy Clerk

**A FRANCHISE RENEWAL AGREEMENT**

**between the**

**Town of Wappinger, Dutchess County, New York**

**and**

**Cablevision of Wappingers Falls, Inc.**

**DATED: April 9, 2007**



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## **FRANCHISE RENEWAL AGREEMENT**

**between the**

**Town of Wappinger, Dutchess County, New York**

**and**

**Cablevision of Wappingers Falls, Inc.**

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

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

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

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

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

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

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the City is a basic assumption of the parties in this Agreement;

**THEREFORE**

The Municipality and Franchisee agree as follows:

## **Definitions**

### **1. DEFINITION OF TERMS**

- 1.1. "Area Outage": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.
- 1.2. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- 1.3. "Cable Service" or "Service": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.
- 1.4. "Capability": the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.
- 1.5. "Communications System" or "System": the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical, or electrical signals.
- 1.6. "FCC": the Federal Communications Commission.
- 1.7. "Franchise": the rights and obligations described in this document, and used interchangeably with the term "Agreement".
- 1.8. "Franchise Fee": the fee paid by the "Franchisee" to the "Municipality" in exchange for the rights granted pursuant to the "Franchise."
- 1.9. "Franchisee": Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.
- 1.10. "Gross Receipts": The total annual subscription payments (including payments made for pay television and pay-per-view services) actually paid to and received by Franchisee by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee," but not including amounts collected by "Franchisee" from subscribers for State and Federal regulatory fees, taxes, franchise fees, or for

access or local programming or other capital costs associated with access and local programming that may be required by this "Agreement".

- 1.11. "Municipality" shall mean the Town of Wappinger and/or its authorized representatives.
- 1.12. "Municipal Law" shall mean all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and not preempted by Federal or State law or regulation.
- 1.13. "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.
- 1.14. "State": the State of New York.

## **PART I -- THE FRANCHISE**

### **2. GRANT OF FRANCHISE**

- 2.1. Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, as now exist and may hereafter be changed.
- 2.2. Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with Federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.
- 2.3. Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction.
- 2.4. No privilege or power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

### **3. NON-EXCLUSIVE NATURE OF THIS FRANCHISE**

- 3.1. This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement.

**4. TERRITORIAL LIMITS**

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

**5. FRANCHISE SUBJECT TO LAW AND REGULATION**

- 5.1. All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.
- 5.2. All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.
- 5.3. All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.
- 5.4. Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.
- 5.5. The Supervisor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

**6. CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS**

- 6.1. Any work that requires the disturbance of any street or that will interfere with traffic shall be undertaken in accordance with Municipal Law.
- 6.2. No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.
- 6.3. To the extent practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent practicable, Franchisee's cable also shall be placed underground.
- 6.4. Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.
- 6.5. In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.
- 6.6. Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.
- 6.7. In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the

streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

- 6.8. Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' notice to Franchisee.
- 6.9. Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not fewer than ten (10) working days prior written notice in order to arrange for the changes required.

**7. ASSIGNMENT OR TRANSFER OF FRANCHISE**

- 7.1. No change in control or assignment of Franchisee or this Franchise shall occur without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed.
- 7.2. At least one-hundred twenty (120) days before a proposed change of control or assignment is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent of such proposal. If the Municipality fails to render a final decision on the request for a change of control or assignment within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree in writing to an extension of time.



- 7.3. The Municipality may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the Franchise hereunder and in deciding whether to grant the petition:
- 7.3.1. The experience of proposed assignee or transferee;
  - 7.3.2. The managerial and technical qualifications of proposed assignee or transferee;
  - 7.3.3. The legal integrity of proposed assignee or transferee;
  - 7.3.4. The financial ability and stability of the proposed assignee or transferee;
  - 7.3.5. The plans of the proposed assignee or transferee as to operation and maintenance of the System;
  - 7.3.6. The likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the System.
- 7.4. Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such other information as is required pursuant thereto.
- 7.5. In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth the specific reasons for its decision in writing by municipal resolution.
- 7.6. No consent from or notice to the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the Franchisee.

**8. DEFAULT, REVOCATION, TERMINATION, ABANDONMENT**

- 8.1. The Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:
- 8.1.1. Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or
  - 8.1.2. Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

- 8.1.3. Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's franchise fee; or
- 8.1.4. Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or
- 8.1.5. Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or
- 8.1.6. Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.
- 8.2. For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise: Section 7.1; Section 12.3; Section 14.1; Section 17.1; and Section 34.
- 8.3. Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such an ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.
- 8.4. In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war,

government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

- 8.5. In the event of such circumstances as described in 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for a time period equal to the period of the existence of the events or conditions and such reasonable time period thereafter as may be necessitated by any such events or conditions.
- 8.6. Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.
- 8.7. Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other Federal or State certification to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

## **9. SEVERABILITY**

- 9.1. Should any provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall be void at the option of the parties.

## **10. EFFECTIVE DATE AND TERM**

- 10.1. The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.
- 10.2. The term of this Agreement shall be ten (10) years from the effective date

## **PART II -- THE SYSTEM**

### **11. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS**

- 11.1. Franchisee shall take reasonable measures to comply with all applicable Federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, Federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of Federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.
- 11.2. Franchisee shall file requests for all necessary operating authorization with the NYSPSC and the FCC within sixty (60) days of the effective date of this Agreement.

### **12. SYSTEM SPECIFICATIONS**

- 12.1. Subject to Federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.
- 12.2. All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.
- 12.3. Franchisee's System shall provide for a minimum channel capacity of not fewer than seventy-five (75) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.
- 12.4. The System shall incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The

equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

- 12.5. The design and construction of the System will include substantial utilization of fiber optic technology.
- 12.6. The System shall be so designed as to enable Franchisee to provide service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing service to all residential housing units throughout the territorial limits of the Municipality subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to extend the System to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

### **13. SYSTEM PERFORMANCE STANDARDS**

- 13.1. All signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the Federal and State regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.
- 13.2. Operation of the System shall be such that no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

### **14. SYSTEM MAINTENANCE AND REPAIR**

- 14.1. Franchisee shall establish and take reasonable measures to adhere to maintenance policies that provide service to subscribers at or above the performance standards set forth herein.
- 14.2. When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will reduce inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.
- 14.3. Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, and seven (7) days per week.

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

### **PART III -- THE SERVICE**

#### **15. GENERAL SERVICE OBLIGATION**

- 15.1. Franchisee shall provide service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:
- 15.1.1. With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge.
  - 15.1.2. All commercial structures within the territorial limits of the Municipality shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.
  - 15.1.3. Franchisee shall extend the System to serve all areas of the Municipality along public rights-of-way which have a density of twenty-four (24) homes per linear mile of aerial cable or greater, or areas with less than twenty-vie (24) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.
- 15.2. Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Federal and State law.
- 15.3. On request, to the extent required by Federal or State law, Franchisee shall offer to subscribers locking program control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence.
- 15.4. It is agreed that service offered to subscribers pursuant to this agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

**16. MUNICIPAL AND SCHOOL SERVICE**

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

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

16.1.1.1. Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution System of the premises. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution System are completed, and the responsibility for performance of the internal R.F. distribution system, and for distribution of the transmissions throughout such system shall be solely that of the administrator of the premises. Franchisee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its Cable System.

16.1.2. Where Franchisee is serving the area, but the premises to be connected with an aerial installation is located more than one hundred, fifty (150) feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond one hundred fifty (150) feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such cost estimates shall be submitted to said recipient, in writing, before installation is begun.

16.1.3. As used in this Agreement, the terms:

16.1.3.2. "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

16.1.3.3. "Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public,

provided, however, that the term shall not include a professional, technical or public school library.

16.1.3.4. "Municipal office buildings" shall mean the Municipality's Town/Village hall, its police, fire or ambulance corps buildings, [and such other municipal buildings as specifically designated in Exhibit A herein], but shall not include County and State office buildings.

16.2. Upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to the Town Hall or other place where the public business is conducted on behalf of the municipality in the Municipality. Only one installation and service shall be provided for the Town Hall or other place where the public business is conducted on behalf of the municipality even if the Town Hall or other place where the public business is conducted on behalf of the municipality shall be comprised of more than one building.

## **17. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

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

17.2. Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.3. From the effective date, the Municipality may request and the Franchisee shall install one (1) remote access return line for the transmission of upstream programming from Town Hall and one (1) remote access return line for the transmission of upstream programming from the Wappingers Central School District (WCSD) Administration Office (at the 167 Myers Corners Road location only). Upon receipt of a written request, Franchisee shall install such return line(s) within ninety (90) days. Such access return line(s) shall be used for origination of non-commercial governmental and educational access programming by the Municipality and WCSD for the benefit of Franchisee's subscribers in the Town.

17.4. In consideration of the grant of the rights in this Agreement for the term described herein, Franchisee shall tender to Municipality, for the support of PEG access capital needs, a total of forty thousand dollars (\$40,000.00). Municipality shall use the funds described in this Section B only for PEG access capital support and for the sole benefit of Franchisee's subscribers. The Franchisee will consult with the Municipality on specific equipment manufacturers and models of video production



equipment, assist with purchasing, assist with installation, and provide training on the purchased equipment.

- 17.5. To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.
- 17.6. The Municipality will provide to the Village of Wappingers Falls access to the education/government access channel for broadcast of Community Bulletin Board items and the playback of Village-produced programming.

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

### **18. FRANCHISE FEE**

- 18.1.1. Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to 5 percent (5%) of Franchisee's Gross Receipts for the preceding year, provided however that any obligation specified herein shall be consistent with limits on franchise fees established under applicable law. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than thirty (30) days after the close of each such period.
- 18.1.2. Franchisee may, in its sole discretion, apply franchise fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- 18.1.3. Each quarterly payment shall be accompanied by a report prepared by Franchisee setting out the basis for the computation of the payment.
- 18.1.4. Municipality or its agent may question and request data concerning the calculation or scope of the franchisee fees paid by Franchisee to Municipality pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, Municipality shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

### **19. INDEMNITY AND INSURANCE**

- 19.1. Franchisee shall purchase and maintain commercial general liability insurance that shall include the following minimum coverage levels during the term of this Agreement that will protect Franchisee and the Municipality from any claims

against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

19.1.1. Personal injury or death: \$500,000 per occurrence

19.1.2. Property damage: \$500,000 per occurrence

19.1.3. Excess liability or umbrella coverage: \$10,000,000 per occurrence.

- 19.2. Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.
- 19.3. Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance covered referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.
- 19.4. All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.
- 19.5. Not later than sixty (60) days after the effective date of this Agreement and on written request, Franchisee shall furnish to the Municipality certificates of insurance in conformity with the requirements of this Franchise.
- 19.6. Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at

least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

**20. RATES AND CHARGES**

- 20.1. Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent required by applicable State and Federal law.
- 20.2. Franchisee shall comply with all notice requirements contained in Federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

**21. EMPLOYMENT PRACTICES**

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

**22. MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM**

- 22.1. The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.
- 22.2. When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYPSC in performing such testing.
- 22.3. At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

**23. MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS**

- 23.1. The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.
- 23.2. If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

**24. REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY**

- 24.1. Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.
- 24.2. Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

**25. MANDATORY RECORD KEEPING**

- 25.1. Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.
- 25.2. The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.
- 25.3. All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.
- 25.4. Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by

applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5. In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6. If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

## **26. MUNICIPAL EMERGENCIES**

26.1. Franchisee shall participate, to the extent required by law, rule or regulation in the Emergency Alert System established pursuant to Part 11 of the FCC's rules. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Municipality on a shared basis with other municipalities in the region.

## **PART V – FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS**

### **27. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION**

27.1. Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

### **28. EMPLOYEE IDENTIFICATION/TRAINING**

28.1. Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

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

**29. REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM**

- 29.1. Franchisee shall utilize a telephone system that shall meet, at a minimum, the customer service standards set by Federal and State law.
- 29.2. Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

**30. MISCELLANEOUS PROVISIONS**

- 30.1. To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.
- 30.2. The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).
- 30.3. Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.
- 30.4. Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.
- 30.5. This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.
- 30.6. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

**31. NOTICE**

- 31.1. Notices required under this Agreement shall in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place

where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Cablevision Systems Corporation  
1111 Stewart Avenue  
Bethpage, NY 11714  
Attention: Regional Vice President, Dodie Tcshirch

With a copy to:

Cablevision of Wappingers Falls, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714  
Attention: Legal Department

Notices to the Municipality shall be mailed to:

Town of Wappinger  
20 Middlebush Road  
Wappingers Falls, NY 12590  
Attention: Supervisor Joseph Ruggiero

## **PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE**

### **32. PERIODIC PERFORMANCE EVALUATION SESSIONS**

- 32.1. Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in an evaluation of the performance of Franchisee under this Agreement. The timing of such performance evaluations shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.
- 32.2. Not fewer than thirty (30) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the operation of the System in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, Federal or State filings.

- 32.3. During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.
- 32.4. Each performance evaluation shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.
- 32.5. No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

**33. EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS**

- 33.1. Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.
- 33.2. Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 31. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 31 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

**34. LEVEL TERMS**

- 34.1. It is a condition of the enforceability of each obligation in this Agreement against Franchisee that Municipality shall demand, impose and enforce such obligation against any subsequent provider, including any local exchange carrier (LEC) or LEC affiliate subject to franchise.
- 34.2. In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition for Franchise Agreement 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 a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise 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 Municipality shall not unreasonably deny Franchisee's petition.

- 34.3. Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under Federal, State or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

**35. APPROVAL OF THE NYSPC**

- 35.1. The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

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

Town of Wappinger

BY: Joseph Ruggiero  
Supervisor Joseph Ruggiero

Date: 4-30-07

CABLEVISION OF WAPPINGERS FALLS, INC

By: Dodie P. Tschirch  
Vice President Dodie Tschirch

Date: 7/6/07

# TOWN OF WAPPINGER

SUPERVISOR  
JOSEPH RUGGIERO



TOWN COUNCIL  
WILLIAM H. BEALE  
VINCENT BETTINA  
MAUREEN MCCARTHY  
JOSEPH P. PAOLONI

SUPERVISOR'S OFFICE  
20 MIDDLEBUSH ROAD  
WAPPINGERS FALLS, NY 12590  
(845) 297-2744  
FAX: (845) 297-4558

## Town of Wappinger

### Exhibit A

(referred to in Section 16.1.3.4)

- Wappinger Town Hall
- Town of Wappinger Highway Department
- Roy C. Ketcham High School
- Wappingers Junior High School
- Myers Elementary School
- Evans Elementary School
- Grinnell Library
- Schlathaus Park
- Carnwath Farms

**Town of Wappinger**

**Exhibit B**

**(referred to in Section 17.4)**

Community Bulletin Board character generator

- Cameras for the Town Hall Board Room

VCR/DVD for recording and playback

Event Controller to schedule and automate playback

Assorted camera monitors and televisions

Associated racks, wiring, audio and video connectors

The studio's audio system would be tied in to the existing PA system any incorporating upgrades to the system required for television broadcast

- Portable Video camera
- Tripod

Hand-held microphone and cable