

2001 JUL -3 PM 2:09

July 2, 2001

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

Re: Certificate of Confirmation
Village of Bayville

Dear Ms. Renner:

This application is submitted by Cablevision Systems Long Island Corporation ("Cablevision"), 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, for a renewal of the Certificate of Confirmation for the cable television franchise in the Village of Bayville, New York ("Village").

The Village granted a cable television franchise to Cablevision by agreement dated March 1, 1994, which expired on August 16, 2001. Cablevision requested and the New York State Public Service Commission, Cable Television Bureau granted Temporary Operating Authority after the expiration of the initial term.

On November 3, 2000, Cablevision submitted an Application for Renewal of the Cable Television Franchise of the Village of Bayville to the Village, a copy of which is annexed hereto and designated as Exhibit I.

On March 12, 2001, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise renewal were held.

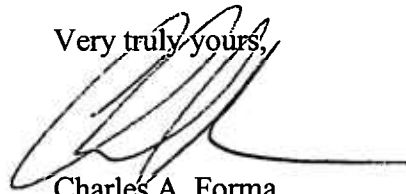
On June 11, 2001, the Village Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On June 11, 2001, the Village executed a nonexclusive cable television franchise agreement with Cablevision within the geographical boundaries of the Village, a copy of which agreement is annexed hereto as Exhibit IV.

New York State Public
Service Commission
July 2, 2001
Page 2

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Charles A. Forma', with a long horizontal line extending to the right.

Charles A. Forma
Senior Vice President, Law

Enclosures

cc: Village of Bayville

PLUSSEA\COMMISSION\BAYVILLE

I, Charles A. Forma, Senior Vice President, Law, hereby certify that I have this 2nd day of July, 2001, sent by first class United States Mail postage prepaid a copy of the foregoing Application for Renewal of Certificate of Confirmation to the Village Clerk, Village of Bayville, Village Hall, 34 School Street, Bayville, New York 11709.



Charles A. Forma

PLUSSEA\COMMISSION\BAYVILLE



November 3, 2000

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

Re: Village of Bayville
Application for Renewal
of Certificate of Confirmation

Dear Ms. Renner:

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

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Charles A. Fornia".

Charles A. Fornia
Senior Vice President, Law

Enclosure

cc: Village of Bayville

PLUSSEA\COMMISSION\R2LTR.REN\p.143



October 20, 2000

The Honorable Victoria Siegel
Mayor
Village of Bayville
34 School Street
Bayville, NY 11709

Dear Mayor Siegel:

This letter is to inform you that the franchise agreement between Cablevision Systems Long Island Corporation and the Village of Bayville is scheduled to expire on August 16, 2001. Pursuant to New York State law, our Application for Renewal of Franchise is being forwarded to the Public Service Commission. A copy will be sent to you shortly.

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey M. Clark", written over a horizontal line.

Jeffrey M. Clark
Manager, Franchise Management

cc: Charles Forma, Esq.

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

1. The exact legal name of applicant is:

Cablevision Systems Long Island Corporation

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

Cablevision

3. Applicant's mailing address is:

**1111 Stewart Avenue
Bethpage, NY 11714**

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

(516) 803-2300

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

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

"See Attachment A"

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

Primary residential connections:
Secondary residential connections:
Residential pay-cable subscriptions:
Commercial connections:
Other:
"See Attachment A"

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

"See Attachment B"

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

"See Attachment C"

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

Primary connections:

Secondary connections:

Pay-cable subscriptions:

Commercial connections:

Other:

"See Attachment D"

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5 (A)?

Aerial : none

Underground: none

In the municipalities specified in Question 5 (B)?

Aerial: 2.60

Underground: 3.95

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

"See Attachment E"

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

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

Yes ☒ [X]

No ☐ []

B. Current Annual Financial Report?

Yes ☒ [X]

No ☐ []

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

"See Attachment E"

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



Cal Dodie Tschirch

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

Date 10/23/00

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

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

SUB TOTAL 10

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

TOTAL 471,136

ATTACHMENT "B"
ANSWER TO QUESTION # 7

SATELLITE

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

VHF FIBER OPTIC FEED

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

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

UHF OFF-AIR PICKUP

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

FIBER OPTICS

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

LOCAL

Cablevision Sports Network
OTB Racing
On Optimum
Swap and Shop

ATTACHMENT "D"
RATE INFORMATION

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

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

ATTACHMENT "E"

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

1. Cablevision founded in 1973 began offering cable TV service to 1,500 homes in Hicksville. Today Cablevision serves more than 750,000 homes across Long Island employs more than 4,000 Islanders. OptimumTV - Cablevision's fiber backbone supported system, is the leading technology in providing superior picture quality, increased channel capacity and expanded programming services. Programming on Optimum includes local proprietary programming like News 12 and Cablevision Sports.
2. Over the past several years Cablevision has been upgrading and enhancing the cable system to include a state-of-the-art fiber optic head-end. The system servicing the residents in the Village were completed in early 1996. With the use of fiber technology, subscribers receive improved picture quality, virtually uninterrupted by weather-related problems. Fiber's unique properties will also provide the opportunity for future channel additions. Cablevision has raised the standard of excellence in virtually every area of service, from signal delivery to customer service. Two-way addressable converter with remote, so subscribers can change the level of service by telephone, order Pay-Per-View instantly, from 10 minutes before the feature begins to up to 5 minutes after - without a phone call. To provide a more reliable system, Cablevision has installed Stand by Power/Status Monitoring capabilities that will keep the service in operation in the event of a power failure. 24-hour status monitoring provides the technicians with up-to-the-minute information on any power-related problem.
3. Cablevision has implemented an extensive preventative maintenance program. This program, in conjunction with a head-end upgrade effort, has allowed us to reduce our service call ratio dramatically to .33 per subscriber per year.
4. The battery operated stand-by power for the Long Island System keeps the cable system operating for approximately 2 1/2 to 3 hours in the event of a power failure. As a result, Cablevision has experienced a significant reduction in power related outages, resulting in a reduction in subscriber cable outage time.
5. Cablevision continues construction on its telecommunications system across Long Island, a 750 MHz fiber optic network. This improves both picture quality and reduces outages affecting large numbers of subscribers. The fiber optic head-end located at the Hicksville Technical Center is a state-of-the art operation and serves as a model for the cable industry.

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

MONITOR TEST POINTS FOR THE MONTH OF _____
01 HICKSVILLE

| T.P.# | VILLAGE | MAP | POLE | CAS | TAP | FEET | TEST DATE | TECH # | VISUAL P/V | MIN C/N | PICTURE QUALITY | % of HUM |
|-------|--------------------------------------|----------------------------|------|-------|-----|------|--------------|-----------|---------------|------------|--------------------|-------------|
| | FARMINGDALE | 32-e-31 | T-2 | N + 4 | 11 | 490 | | | | | | |
| 9 | Willard Av. W/O Hart Pl. | Node # 22b S.Oyster Bay | | | | | | | | | | |
| | MASSAPEQUA | 32-e-31 | T-14 | N + 4 | 8 | 502 | | | | | | |
| 10 | Idaho Av. W/O Bay St. | Node # 22d S Oyster Bay | | | | | | | | | | |
| | MASSAPEQUA | 32-e-38 | L-37 | N + 4 | 8 | 153 | | | | | | |
| 11 | Baltimore Av. W/O Parkside Bl. | Node # 24b S Oyster Bay | | | | | | | | | | |
| | MASSAPEQUA | 33-e-22 | L-7 | N + 4 | 14 | 778 | | | | | | |
| 12 | Brooklyn Av. W/O Parkside Bl. | Node # 13c S Oyster Bay | | | | | | | | | | |
| | SYOSSET | 21-e-58 | L-2 | N + 4 | 8 | 490 | | | | | | |
| 13 | Ellman Horton Pl. E/O Split Rock Rd. | Node # 53 TEL N Oyster Bay | | | | | | | | | | |
| | MUTTONTOWN | 21-e-51 | L-25 | N + 5 | 14 | 563 | | | | | | |
| 14 | CircleDr. N/E Woodlea Rd. | Node # 52 N Oyster Bay | | | | | | | | | | |
| | E.NORWICH | 21-e-42 | T-5 | N + 4 | 8 | 460 | | | | | | |
| 15 | Walnut Av. W/O Rt. 106 | Node # 49 N Oyster Bay | | | | | | | | | | |

FCC Compliance Report - Signal Level

Printed: 06-Sep-2000

Report Title: Summer2000

Location: 113

Test Point: 13

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Visual Level (dBmV) | Aural Level (dBmV) | V-A Diff (dB) | V-A No Conv. Status | V-A Bbnd Conv. Status | Vis Level Status | Adj Chan Status |
|-----------|-----------|--------------|-------|------|--------|---------------------|--------------------|---------------|---------------------|-----------------------|------------------|-----------------|
| | | | °F | °C | | | | | | | | |
| 3 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 35.20 | 20.30 | 14.90 | PASS | PASS | PASS | PASS |
| 12 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 35.80 | 20.90 | 14.90 | PASS | PASS | PASS | PASS |
| 21 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 34.70 | 20.50 | 14.20 | PASS | PASS | PASS | PASS |
| 30 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 34.70 | 19.70 | 15.00 | PASS | PASS | PASS | PASS |
| 36 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 33.50 | 18.30 | 15.20 | PASS | PASS | PASS | PASS |
| 46 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 32.50 | 17.80 | 14.70 | PASS | PASS | PASS | PASS |
| 57 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 32.60 | 18.20 | 14.40 | PASS | PASS | PASS | PASS |
| 63 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 34.00 | 19.70 | 14.30 | PASS | PASS | PASS | PASS |
| 74 | 05-Sep-00 | 18:00 | 30.0 | -1.1 | 7 | 29.90 | 14.40 | 15.50 | PASS | PASS | PASS | PASS |

Overall Status: PASS PASS PASS PASS

Full-System Visual Level Variation/Status: 5.90 dB PASS

FCC Compliance Report - Carrier-to-Noise Ratio

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 113

Test Point: 13

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured C/N Ratio (dB) | C/N Status |
|-----------|-----------|--------------|-------|-----|--------|-------------------------|------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 45.00 | PASS |
| 12 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 48.80 | PASS |
| 21 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 47.10 | PASS |
| 30 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 45.30 | PASS |
| 36 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 45.80 | PASS |
| 46 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 44.80 | PASS |
| 57 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 44.60 | PASS |
| 63 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 43.30 | PASS |
| 74 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 46.50 | PASS |

Overall Status: PASS

FCC Report - Carrier-to-Noise Ratio Data

Test Point: 13

cablevision

FCC Compliance Report - Composite Second Order

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 113

Test Point: 13

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured CSO (dB) | CSO Status |
|--------------|-----------|-----------------|-------|-----|--------|----------------------|---------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 69.10 | PASS |
| 12 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 71.20 | PASS |
| 30 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 69.60 | PASS |
| 36 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 66.90 | PASS |
| 46 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 67.00 | PASS |
| 57 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 61.10 | PASS |
| 63 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 66.50 | PASS |
| 74 | 30-Aug-00 | 15:32 | 45.0 | 7.2 | 12 | 65.80 | PASS |

Overall Status: PASS

FCC Compliance Report - Composite Triple Beat

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 113

Test Point: 13

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. °F °C | | Tester | Measured CTB (dB) | CTB Status |
|-----------|-----------|--------------|-------------|-----|--------|-------------------|------------|
| 3 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 71.80 | PASS |
| 12 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 72.20 | PASS |
| 21 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 68.00 | PASS |
| 30 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 63.30 | PASS |
| 36 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 65.00 | PASS |
| 46 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 66.70 | PASS |
| 57 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 67.10 | PASS |
| 63 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 68.70 | PASS |
| 74 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 64.50 | PASS |

Overall Status: PASS

FCC Compliance Report - Hum

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 113

Test Point: 13

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured Hum (%) | Hum Status |
|--------------|-----------|-----------------|-------|-----|--------|------------------------|---------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 14:52 | 45.0 | 7.2 | 12 | 1.00 | PASS |

Overall Status: PASS

FCC Compliance Report – In Channel Response

Report Title: Summer 2000

Location: 113
Cascade:

Test Point:113

| Chan Name | Date | Time (24-hr) | Temp. °F °C | | Tester | Measured ICR(dB) | ICR Status |
|-----------------|--------|-----------------|----------------|--|--------|---------------------|---------------|
| 3 | 9/5/00 | | | | 7 | 1.2 | Pass |
| 12 | 9/5/00 | | | | 7 | 0.8 | Pass |
| 21 | 9/5/00 | | | | 7 | 0.6 | Pass |
| 30 | 9/5/00 | | | | 7 | 0.9 | Pass |
| 36 | 9/5/00 | | | | 7 | 0.4 | Pass |
| 46 | 9/5/00 | | | | 7 | 0.5 | Pass |
| 57 | 9/5/00 | | | | 7 | 0.7 | Pass |
| 63 | 9/5/00 | | | | 7 | 1.3 | Pass |
| 74 | 9/5/00 | | | | 7 | 1.7 | Pass |
| Overall Status: | | | | | | | Pass |

Test Point:

| | | | | |
|-------|------------|--------|---------|-------|
| le 13 | Location__ | 0113-1 | 10AUG00 | 05:39 |
| 14 | Location__ | 0113-2 | 10AUG00 | 10:58 |
| 15 | Location__ | 0113-3 | 10AUG00 | 17:52 |
| le 16 | Location__ | 0113-4 | 10AUG00 | 22:58 |

st By_____

| ile | 13 | 14 | 15 | 16 | | | |
|-----|---------|---------|---------|---------|-----------|---------|------|
| ate | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| ime | 05:39 | 10:58 | 17:52 | 22:58 | 24 Hour | 24 Hour | |
| h # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 02 | +17.5 | +17.1 | +16.2 | +17.4 | 01.3 | Pass | 02 |
| 03 | +18.8 | +18.3 | +17.3 | +18.6 | 01.5 | Pass | 03 |
| 04 | +18.1 | +17.6 | +16.6 | +17.9 | 01.5 | Pass | 04 |
| 05 | +17.7 | +17.2 | +16.2 | +17.5 | 01.5 | Pass | 05 |
| 06 | +18.2 | +17.6 | +16.5 | +17.8 | 01.7 | Pass | 06 |
| 95 | +16.9 | +16.8 | +15.7 | +16.0 | 01.2 | Pass | 95 |
| 96 | +17.6 | +16.5 | +13.5 | +15.2 | 04.1 | Pass | 96 |
| 99 | +18.1 | +17.7 | +16.6 | +17.6 | 01.5 | Pass | 99 |
| 14 | +19.2 | +18.8 | +17.4 | +18.6 | 01.8 | Pass | 14 |
| 15 | +18.1 | +17.6 | +16.4 | +17.7 | 01.7 | Pass | 15 |
| 16 | +18.4 | +17.9 | +16.6 | +17.8 | 01.8 | Pass | 16 |
| 17 | +16.9 | +16.3 | +15.0 | +16.3 | 01.9 | Pass | 17 |
| 18 | +18.6 | +18.1 | +16.7 | +17.9 | 01.9 | Pass | 18 |
| | +17.5 | +16.7 | +15.3 | +16.6 | 02.2 | Pass | 19 |
| | +18.6 | +18.0 | +16.7 | +17.8 | 01.9 | Pass | 20 |
| 21 | +20.2 | +18.8 | +17.4 | +15.8 | 04.4 | Pass | 21 |
| 22 | +19.2 | +18.5 | +17.2 | +18.2 | 02.0 | Pass | 22 |
| 07 | +19.3 | +18.7 | +17.2 | +18.6 | 02.1 | Pass | 07 |
| 08 | +20.5 | +20.0 | +18.5 | +19.7 | 02.0 | Pass | 08 |
| 09 | +20.9 | +20.2 | +18.9 | +20.2 | 02.0 | Pass | 09 |
| 10 | +21.1 | +20.6 | +19.0 | +20.2 | 02.1 | Pass | 10 |
| 11 | +21.3 | +20.7 | +19.3 | +20.6 | 02.0 | Pass | 11 |
| 12 | +21.4 | +20.9 | +19.4 | +20.4 | 02.0 | Pass | 12 |
| 13 | +20.4 | +19.8 | +18.4 | +19.6 | 02.0 | Pass | 13 |
| 23 | +21.0 | +20.2 | +18.7 | +19.9 | 02.3 | Pass | 23 |
| 24 | +19.9 | +19.5 | +17.8 | +19.0 | 02.1 | Pass | 24 |
| 25 | +19.5 | +18.9 | +17.3 | +18.4 | 02.2 | Pass | 25 |
| 26 | +19.7 | +19.2 | +17.7 | +18.8 | 02.0 | Pass | 26 |
| 27 | +19.8 | +19.2 | +17.5 | +18.6 | 02.3 | Pass | 27 |
| 28 | +20.2 | +19.4 | +17.8 | +19.1 | 02.4 | Pass | 28 |
| 29 | +18.8 | +18.9 | +17.0 | +18.4 | 01.9 | Pass | 29 |
| 30 | +20.1 | +19.4 | +17.8 | +18.8 | 02.3 | Pass | 30 |
| 31 | +19.7 | +19.1 | +17.4 | +18.4 | 02.3 | Pass | 31 |
| 32 | +20.4 | +19.5 | +17.8 | +19.1 | 02.6 | Pass | 32 |
| 33 | +19.9 | +19.1 | +17.5 | +18.5 | 02.4 | Pass | 33 |
| 34 | +19.4 | +19.2 | +17.9 | +18.0 | 01.5 | Pass | 34 |
| 35 | +20.4 | +19.6 | +18.0 | +19.0 | 02.4 | Pass | 35 |
| 36 | +20.0 | +19.2 | +17.5 | +18.6 | 02.5 | Pass | 36 |
| | +19.8 | +18.9 | +17.3 | +18.3 | 02.5 | Pass | 37 |
| | +18.6 | +17.7 | +16.1 | +17.3 | 02.5 | Pass | 38 |

| | | | | |
|---------|------------|--------|---------|-------|
| File 13 | Location__ | 0113-1 | 10AUG00 | 05:39 |
| 14 | Location__ | 0113-2 | 10AUG00 | 10:58 |
| 15 | Location__ | 0113-3 | 10AUG00 | 17:52 |
| File 16 | Location__ | 0113-4 | 10AUG00 | 22:58 |

Test By _____

| File | 13 | 14 | 15 | 16 | | | |
|------|---------|---------|---------|---------|-----------|---------|------|
| Date | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| Time | 05:39 | 10:58 | 17:52 | 22:58 | 24 Hour | 24 Hour | |
| Ch # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 39 | +19.3 | +18.6 | +17.2 | +18.1 | 02.1 | Pass | 39 |
| 40 | +19.7 | +19.0 | +17.3 | +18.4 | 02.4 | Pass | 40 |
| 41 | +19.4 | +18.4 | +16.6 | +17.7 | 02.8 | Pass | 41 |
| 42 | +19.2 | +18.2 | +16.0 | +17.0 | 03.2 | Pass | 42 |
| 43 | +19.5 | +18.6 | +16.7 | +17.8 | 02.8 | Pass | 43 |
| 44 | +18.4 | +17.5 | +15.8 | +16.9 | 02.6 | Pass | 44 |
| 45 | +19.2 | +18.0 | +16.4 | +17.6 | 02.8 | Pass | 45 |
| 46 | +18.8 | +17.9 | +16.3 | +17.5 | 02.5 | Pass | 46 |
| 47 | +18.4 | +17.5 | +15.7 | +17.0 | 02.7 | Pass | 47 |
| 48 | +18.7 | +17.8 | +16.0 | +17.3 | 02.7 | Pass | 48 |
| 49 | +19.1 | +18.0 | +16.4 | +17.6 | 02.7 | Pass | 49 |
| 50 | +19.2 | +18.4 | +16.6 | +17.7 | 02.6 | Pass | 50 |
| 51 | +18.7 | +17.8 | +15.9 | +17.3 | 02.8 | Pass | 51 |
| | +19.3 | +18.4 | +16.6 | +18.0 | 02.7 | Pass | 52 |
| | +18.7 | +18.1 | +15.8 | +16.7 | 02.9 | Pass | 53 |
| 54 | +18.6 | +17.6 | +15.8 | +17.1 | 02.8 | Pass | 54 |
| 55 | +18.7 | +17.6 | +16.0 | +17.3 | 02.7 | Pass | 55 |
| 56 | +19.1 | +18.0 | +16.1 | +17.5 | 03.0 | Pass | 56 |
| 57 | +19.1 | +18.1 | +16.4 | +17.5 | 02.7 | Pass | 57 |
| 58 | +19.5 | +18.3 | +16.5 | +17.9 | 03.0 | Pass | 58 |
| 59 | +20.1 | +18.7 | +16.8 | +18.3 | 03.3 | Pass | 59 |
| 60 | +19.5 | +18.3 | +16.6 | +17.8 | 02.9 | Pass | 60 |
| 61 | +20.7 | +19.3 | +17.3 | +18.7 | 03.4 | Pass | 61 |
| 62 | +20.8 | +19.4 | +17.5 | +19.2 | 03.3 | Pass | 62 |
| 63 | +16.4 | +19.4 | +17.4 | +18.7 | 03.0 | Pass | 63 |
| 64 | +19.2 | +18.6 | +16.6 | +18.1 | 02.6 | Pass | 64 |
| 65 | +20.5 | +19.2 | +17.2 | +18.8 | 03.3 | Pass | 65 |
| 66 | +20.7 | +19.3 | +17.4 | +18.8 | 03.3 | Pass | 66 |
| 67 | +20.9 | +19.7 | +17.8 | +19.1 | 03.1 | Pass | 67 |
| 68 | +20.3 | +19.5 | +16.9 | +19.0 | 03.4 | Pass | 68 |
| 69 | +19.8 | +18.6 | +16.9 | +16.1 | 03.7 | Pass | 69 |
| 70 | +20.5 | +19.3 | +17.2 | +18.4 | 03.3 | Pass | 70 |
| 71 | +20.4 | +18.8 | +16.8 | +18.3 | 03.6 | Pass | 71 |
| 72 | +20.5 | +19.2 | +16.9 | +18.3 | 03.6 | Pass | 72 |
| 73 | +20.3 | +19.3 | +17.1 | +18.2 | 03.2 | Pass | 73 |
| 74 | +20.7 | +19.3 | +17.0 | +18.4 | 03.7 | Pass | 74 |
| 75 | +19.5 | +18.1 | +15.7 | +17.2 | 03.8 | Pass | 75 |
| 76 | +21.5 | +20.3 | +18.2 | +19.2 | 03.3 | Pass | 76 |
| | +19.7 | +18.5 | +16.0 | +17.7 | 03.7 | Pass | 77 |
| | +18.1 | +17.0 | +14.5 | +16.1 | 03.6 | Pass | 78 |

| | | | | |
|---------|----------|--------|---------|-------|
| File 13 | Location | 0113-1 | 10AUG00 | 05:39 |
| File 14 | Location | 0113-2 | 10AUG00 | 10:58 |
| File 15 | Location | 0113-3 | 10AUG00 | 17:52 |
| File 16 | Location | 0113-4 | 10AUG00 | 22:58 |

Test By _____

| File | 13 | 14 | 15 | 16 | | | |
|------|---------|---------|---------|---------|-----------|---------|------|
| Date | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| Time | 05:39 | 10:58 | 17:52 | 22:58 | 24 Hour | 24 Hour | |
| Ch # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 79 | +16.1 | +16.0 | +13.7 | +13.9 | 02.4 | Pass | 79 |
| 80 | +16.9 | +14.8 | +12.9 | +12.0 | 04.9 | Pass | 80 |
| 81 | +17.5 | +14.7 | +13.0 | +14.9 | 04.5 | Pass | 81 |
| 82 | +18.2 | +15.5 | +13.6 | +16.2 | 04.6 | Pass | 82 |
| 83 | +15.4 | +17.4 | +11.7 | +15.5 | 05.7 | Pass | 83 |
| 84 | +19.0 | +17.4 | +14.3 | +14.6 | 04.7 | Pass | 84 |
| 85 | +17.6 | +18.1 | +16.1 | +17.5 | 02.0 | Pass | 85 |

ate_____ 10AUG00

Cascade_____

_____ 22:58

Peak-to-Valley_____ 08.6 dB

emp_____ +84.5 F (+29.2 C)

Test Point_____

ocation_____ 0113-4

Test By_____

| Ch # | Signal Visual | Level Data Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|---------|------------------|---------------------|--------------|-------------------|-------------------|----------------|--------------------|
| 02 | +17.4 | +03.9 | 13.5 | Pass | Pass | Pass | Pass |
| 03 | +18.6 | +03.3 | 15.3 | Pass | Pass | Pass | Pass |
| 04 | +17.9 | +02.9 | 15.0 | Pass | Pass | Pass | Pass |
| 05 | +17.5 | +02.1 | 15.4 | Pass | Pass | Pass | Pass |
| 06 | +17.8 | +03.0 | 14.8 | Pass | Pass | Pass | Pass |
| 95 | +16.0 | +02.0 | 14.0 | Pass | Pass | Pass | Pass |
| 96 | +15.2 | +02.6 | 12.6 | Pass | Pass | Pass | Pass |
| 99 | +17.6 | +02.2 | 15.4 | Pass | Pass | Pass | Pass |
| 14 | +18.6 | +03.7 | 14.9 | Pass | Pass | Pass | Pass |
| 15 | +17.7 | +02.8 | 14.9 | Pass | Pass | Pass | Pass |
| 16 | +17.8 | +03.1 | 14.7 | Pass | Pass | Pass | Pass |
| 17 | +16.3 | +02.5 | 13.8 | Pass | Pass | Pass | Pass |
| 18 | +17.9 | +03.1 | 14.8 | Pass | Pass | Pass | Pass |
| 19 | +16.6 | +01.8 | 14.8 | Pass | Pass | Pass | Pass |
| 20 | +17.8 | +02.8 | 15.0 | Pass | Pass | Pass | Pass |
| | +15.8 | +01.3 | 14.5 | Pass | Pass | Pass | Pass |
| | +18.2 | +03.7 | 14.5 | Pass | Pass | Pass | Pass |
| 07 | +18.6 | +04.3 | 14.3 | Pass | Pass | Pass | Pass |
| 08 | +19.7 | +05.2 | 14.5 | Pass | Pass | Pass | Pass |
| 09 | +20.2 | +05.3 | 14.9 | Pass | Pass | Pass | Pass |
| 10 | +20.2 | +05.8 | 14.4 | Pass | Pass | Pass | Pass |
| 11 | +20.6 | +05.1 | 15.5 | Pass | Pass | Pass | Pass |
| 12 | +20.4 | +05.2 | 15.2 | Pass | Pass | Pass | Pass |
| 13 | +19.6 | +04.2 | 15.4 | Pass | Pass | Pass | Pass |
| 23 | +19.9 | +03.8 | 16.1 | Pass | Pass | Pass | Pass |
| 24 | +19.0 | +03.7 | 15.3 | Pass | Pass | Pass | Pass |
| 25 | +18.4 | +03.8 | 14.6 | Pass | Pass | Pass | Pass |
| 26 | +18.8 | +04.3 | 14.5 | Pass | Pass | Pass | Pass |
| 27 | +18.6 | +03.7 | 14.9 | Pass | Pass | Pass | Pass |
| 28 | +19.1 | +04.1 | 15.0 | Pass | Pass | Pass | Pass |
| 29 | +18.4 | +03.4 | 15.0 | Pass | Pass | Pass | Pass |
| 30 | +18.8 | +03.7 | 15.1 | Pass | Pass | Pass | Pass |
| 31 | +18.4 | +04.3 | 14.1 | Pass | Pass | Pass | Pass |
| 32 | +19.1 | +04.1 | 15.0 | Pass | Pass | Pass | Pass |
| 33 | +18.5 | +03.7 | 14.8 | Pass | Pass | Pass | Pass |
| 34 | +18.0 | +04.1 | 13.9 | Pass | Pass | Pass | Pass |
| 35 | +19.0 | +03.7 | 15.3 | Pass | Pass | Pass | Pass |
| 36 | +18.6 | +02.8 | 15.8 | Pass | Pass | Pass | Pass |
| 37 | +18.3 | +03.6 | 14.7 | Pass | Pass | Pass | Pass |
| 38 | +17.3 | +03.1 | 14.2 | Pass | Pass | Pass | Pass |

CALAN Form 8600-FCC-2 of 3
Site _____ 10AUG00

_____ 22:58

Temp _____ +84.5 F (+29.2 C)

Location _____ 0113-4

Cascade _____

Peak-to-Valley _____ 08.6 dB

Test Point _____

Test By _____

| Ch # | Signal Visual | Level Data Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|---------|------------------|---------------------|--------------|-------------------|-------------------|----------------|--------------------|
| 39 | +18.1 | +03.0 | 15.1 | Pass | Pass | Pass | Pass |
| 40 | +18.4 | +03.2 | 15.2 | Pass | Pass | Pass | Pass |
| 41 | +17.7 | +02.7 | 15.0 | Pass | Pass | Pass | Pass |
| 42 | +17.0 | +02.2 | 14.8 | Pass | Pass | Pass | Pass |
| 43 | +17.8 | +03.9 | 13.9 | Pass | Pass | Pass | Pass |
| 44 | +16.9 | +02.8 | 14.1 | Pass | Pass | Pass | Pass |
| 45 | +17.6 | +02.4 | 15.2 | Pass | Pass | Pass | Pass |
| 46 | +17.5 | +02.9 | 14.6 | Pass | Pass | Pass | Pass |
| 47 | +17.0 | +02.7 | 14.3 | Pass | Pass | Pass | Pass |
| 48 | +17.3 | +02.2 | 15.1 | Pass | Pass | Pass | Pass |
| 49 | +17.6 | +01.6 | 16.0 | Pass | Pass | Pass | Pass |
| 50 | +17.7 | +02.9 | 14.8 | Pass | Pass | Pass | Pass |
| 51 | +17.3 | +03.0 | 14.3 | Pass | Pass | Pass | Pass |
| 52 | +18.0 | +02.3 | 15.7 | Pass | Pass | Pass | Pass |
| 53 | +16.7 | +01.6 | 15.1 | Pass | Pass | Pass | Pass |
| | +17.1 | +02.0 | 15.1 | Pass | Pass | Pass | Pass |
| | +17.3 | +02.0 | 15.3 | Pass | Pass | Pass | Pass |
| 56 | +17.5 | +02.7 | 14.8 | Pass | Pass | Pass | Pass |
| 57 | +17.5 | +03.1 | 14.4 | Pass | Pass | Pass | Pass |
| 58 | +17.9 | +02.4 | 15.5 | Pass | Pass | Pass | Pass |
| 59 | +18.3 | +03.6 | 14.7 | Pass | Pass | Pass | Pass |
| 60 | +17.8 | +03.6 | 14.2 | Pass | Pass | Pass | Pass |
| 61 | +18.7 | +03.5 | 15.2 | Pass | Pass | Pass | Pass |
| 62 | +19.2 | +02.7 | 16.5 | Pass | Pass | Pass | Pass |
| 63 | +18.7 | +04.0 | 14.7 | Pass | Pass | Pass | Pass |
| 64 | +18.1 | +03.8 | 14.3 | Pass | Pass | Pass | Pass |
| 65 | +18.8 | +02.8 | 16.0 | Pass | Pass | Pass | Pass |
| 66 | +18.8 | +03.7 | 15.1 | Pass | Pass | Pass | Pass |
| 67 | +19.1 | +03.0 | 16.1 | Pass | Pass | Pass | Pass |
| 68 | +19.0 | +03.9 | 15.1 | Pass | Pass | Pass | Pass |
| 69 | +16.1 | +05.0 | 11.1 | Pass | Pass | Pass | Pass |
| 70 | +18.4 | +03.4 | 15.0 | Pass | Pass | Pass | Pass |
| 71 | +18.3 | +02.8 | 15.5 | Pass | Pass | Pass | Pass |
| 72 | +18.3 | +03.2 | 15.1 | Pass | Pass | Pass | Pass |
| 73 | +18.2 | +03.2 | 15.0 | Pass | Pass | Pass | Pass |
| 74 | +18.4 | +03.1 | 15.3 | Pass | Pass | Pass | Pass |
| 75 | +17.2 | +02.2 | 15.0 | Pass | Pass | Pass | Pass |
| 76 | +19.2 | +04.1 | 15.1 | Pass | Pass | Pass | Pass |
| 77 | +17.7 | +01.8 | 15.9 | Pass | Pass | Pass | Pass |
| 78 | +16.1 | +00.5 | 15.6 | Pass | Pass | Pass | Pass |

Date 10AUG00Cascade Time 22:58Peak-to-Valley 08.6 dBTemp +84.5 F (+29.2 C)Test Point Location 0113-4Test By

| Ch # | Signal Visual | Level Data Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|---------|------------------|---------------------|--------------|-------------------|-------------------|----------------|--------------------|
| 79 | +13.9 | -00.1 | 14.0 | Pass | Pass | Pass | Pass |
| 80 | +12.0 | -00.1 | 12.1 | Pass | Pass | Pass | Pass |
| 81 | +14.9 | +00.1 | 14.8 | Pass | Pass | Pass | Pass |
| 82 | +16.2 | +01.0 | 15.2 | Pass | Pass | Pass | Pass |
| 83 | +15.5 | +03.9 | 11.6 | Pass | Pass | Pass | Pass |
| 84 | +14.6 | +02.5 | 12.1 | Pass | Pass | Pass | Pass |
| 85 | +17.5 | +02.8 | 14.7 | Pass | Pass | Pass | Pass |

FCC Compliance Report - Signal Level

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 115

Test Point: 15

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. °F °C | | Tester | Visual Level (dBmV) | Aural Level (dBmV) | V-A Diff (dB) | V-A No Conv. Status | V-A Bbnd Conv. Status | Vis Level Status | Adj Chan Status |
|-----------|-----------|--------------|-------------|-----|--------|---------------------|--------------------|---------------|---------------------|-----------------------|------------------|-----------------|
| 3 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 17.10 | 3.00 | 14.10 | PASS | PASS | PASS | PASS |
| 12 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 19.20 | 3.80 | 15.40 | PASS | PASS | PASS | PASS |
| 21 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 18.40 | 4.00 | 14.40 | PASS | PASS | PASS | PASS |
| 30 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 16.80 | 2.10 | 14.70 | PASS | PASS | PASS | PASS |
| 36 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 15.40 | 0.80 | 14.60 | PASS | PASS | PASS | PASS |
| 46 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 16.40 | 2.60 | 13.80 | PASS | PASS | PASS | PASS |
| 57 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 12.00 | -1.80 | 13.80 | PASS | PASS | PASS | PASS |
| 63 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 15.60 | 0.80 | 14.80 | PASS | PASS | PASS | PASS |
| 74 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 13.30 | -2.20 | 15.50 | PASS | PASS | PASS | PASS |

Overall Status: PASS PASS PASS PASS

Full-System Visual Level Variation/Status: 7.20 dB PASS

FCC Compliance Report - Carrier-to-Noise Ratio

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 115

Test Point: 15

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. °F °C | | Tester | Measured C/N Ratio (dB) | C/N Status |
|--------------|-----------|-----------------|----------------|-----|--------|-------------------------------|---------------|
| 3 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 45.40 | PASS |
| 12 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 46.90 | PASS |
| 21 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 47.70 | PASS |
| 30 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 44.70 | PASS |
| 36 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 45.60 | PASS |
| 46 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 44.50 | PASS |
| 57 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 44.30 | PASS |
| 63 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 43.70 | PASS |
| 74 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 50.40 | PASS |

Overall Status: PASS

FCC Compliance Report - Composite Second Order

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 115

Test Point: 15

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured CSO (dB) | CSO Status |
|--------------|-----------|-----------------|-------|-----|--------|----------------------|---------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 66.90 | PASS |
| 12 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 70.60 | PASS |
| 21 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 69.10 | PASS |
| 30 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 68.20 | PASS |
| 36 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 64.50 | PASS |
| 46 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 66.50 | PASS |
| 57 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 62.30 | PASS |
| 63 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 65.80 | PASS |
| 74 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 63.80 | PASS |

Overall Status: PASS

FCC Compliance Report - Composite Triple Beat

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 115

Test Point: 15

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured CTB (dB) | CTB Status |
|--------------|-----------|-----------------|-------|-----|--------|----------------------|---------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 65.50 | PASS |
| 12 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 64.80 | PASS |
| 21 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 67.60 | PASS |
| 30 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 66.40 | PASS |
| 46 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 65.70 | PASS |
| 57 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 63.60 | PASS |
| 63 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 66.00 | PASS |
| 74 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 65.80 | PASS |

Overall Status: PASS

FCC Compliance Report - Hum

Printed: 05-Sep-2000

Report Title: Summer2000

Location: 115

Test Point: 15

Cascade:

| Chan Name | Date | Time (24-Hr) | Temp. | | Tester | Measured Hum (%) | Hum Status |
|--------------|-----------|-----------------|-------|-----|--------|------------------------|---------------|
| | | | °F | °C | | | |
| 3 | 30-Aug-00 | 11:39 | 45.0 | 7.2 | 5 | 1.00 | PASS |

Overall Status: PASS

FCC Compliance Report – In Channel Response

Report Title: Summer 2000

Location: 115

Test Point:115

Cascade:

| Chan Name | Date | Time (24-hr) | Temp. °F °C | | Tester | Measured ICR(dB) | ICR Status |
|-----------------|--------|--------------|----------------|--|--------|------------------|------------|
| 3 | 9/5/00 | | | | 7 | 0.7 | Pass |
| 12 | 9/5/00 | | | | 7 | 0.8 | Pass |
| 21 | 9/5/00 | | | | 7 | 0.5 | Pass |
| 30 | 9/5/00 | | | | 7 | 0.7 | Pass |
| 36 | 9/5/00 | | | | 7 | 1.5 | Pass |
| 46 | 6/5/00 | | | | 7 | 0.8 | Pass |
| 57 | 9/5/00 | | | | 7 | 0.8 | Pass |
| 63 | 9/5/00 | | | | 7 | 0.7 | Pass |
| 74 | 9/5/00 | | | | 7 | 1.8 | Pass |
| Overall Status: | | | | | | | Pass |

Test Point:

| | | | | |
|-------|----------|--------|---------|-------|
| le 21 | Location | 0115-1 | 10AUG00 | 06:15 |
| '2 | Location | 0115-2 | 10AUG00 | 11:30 |
| 3 | Location | 0115-3 | 10AUG00 | 18:06 |
| le 24 | Location | 0115-4 | 10AUG00 | 23:14 |

st By _____

| File | 21 | 22 | 23 | 24 | | | |
|------|---------|---------|---------|---------|-----------|---------|------|
| Date | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| Time | 06:15 | 11:30 | 18:06 | 23:14 | 24 Hour | 24 Hour | |
| Ch # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 02 | +11.6 | +10.6 | +09.9 | +10.9 | 01.7 | Pass | 02 |
| 03 | +12.5 | +11.4 | +10.9 | +11.8 | 01.6 | Pass | 03 |
| 04 | +12.7 | +11.8 | +11.0 | +12.1 | 01.7 | Pass | 04 |
| 05 | +13.1 | +11.6 | +11.1 | +12.0 | 02.0 | Pass | 05 |
| 06 | +13.5 | +12.3 | +11.4 | +12.6 | 02.1 | Pass | 06 |
| 95 | +11.6 | +11.2 | +09.7 | +11.1 | 01.9 | Pass | 95 |
| 96 | +13.0 | +10.9 | +10.9 | +11.9 | 02.1 | Pass | 96 |
| 99 | +13.7 | +12.5 | +11.4 | +12.5 | 02.3 | Pass | 99 |
| 14 | +15.0 | +13.7 | +12.6 | +13.8 | 02.4 | Pass | 14 |
| 15 | +14.1 | +12.8 | +11.6 | +13.1 | 02.5 | Pass | 15 |
| 16 | +14.6 | +13.2 | +12.0 | +13.4 | 02.6 | Pass | 16 |
| 17 | +12.4 | +11.1 | +09.9 | +11.3 | 02.5 | Pass | 17 |
| 18 | +14.4 | +12.8 | +11.9 | +13.4 | 02.5 | Pass | 18 |
| | +13.1 | +11.4 | +10.2 | +11.7 | 02.9 | Pass | 19 |
| 20 | +14.2 | +12.7 | +11.6 | +13.0 | 02.6 | Pass | 20 |
| 21 | +15.6 | +13.1 | +12.0 | +10.6 | 05.0 | Pass | 21 |
| 22 | +14.6 | +13.3 | +12.1 | +13.4 | 02.5 | Pass | 22 |
| 07 | +14.8 | +13.1 | +12.1 | +13.4 | 02.7 | Pass | 07 |
| 08 | +15.3 | +13.9 | +12.6 | +14.0 | 02.7 | Pass | 08 |
| 09 | +15.2 | +13.6 | +12.4 | +13.7 | 02.8 | Pass | 09 |
| 10 | +16.0 | +14.3 | +13.3 | +14.7 | 02.7 | Pass | 10 |
| 11 | +15.6 | +13.8 | +12.7 | +14.3 | 02.9 | Pass | 11 |
| 12 | +15.7 | +13.9 | +12.5 | +14.3 | 03.2 | Pass | 12 |
| 13 | +15.7 | +13.8 | +12.8 | +14.2 | 02.9 | Pass | 13 |
| 23 | +15.3 | +13.6 | +12.4 | +13.8 | 02.9 | Pass | 23 |
| 24 | +14.5 | +13.0 | +11.8 | +13.2 | 02.7 | Pass | 24 |
| 25 | +15.1 | +13.4 | +12.0 | +13.6 | 03.1 | Pass | 25 |
| 26 | +14.9 | +13.1 | +11.9 | +13.4 | 03.0 | Pass | 26 |
| 27 | +14.6 | +12.8 | +11.4 | +13.0 | 03.2 | Pass | 27 |
| 28 | +14.7 | +13.3 | +11.8 | +13.1 | 02.9 | Pass | 28 |
| 29 | +14.0 | +11.6 | +11.2 | +12.8 | 02.8 | Pass | 29 |
| 30 | +14.7 | +12.3 | +10.9 | +13.1 | 03.8 | Pass | 30 |
| 31 | +14.6 | +12.8 | +11.4 | +13.2 | 03.2 | Pass | 31 |
| 32 | +15.1 | +13.0 | +11.5 | +13.5 | 03.6 | Pass | 32 |
| 33 | +14.6 | +12.5 | +11.0 | +12.9 | 03.6 | Pass | 33 |
| 34 | +14.6 | +12.4 | +11.4 | +13.1 | 03.2 | Pass | 34 |
| 35 | +14.7 | +12.6 | +11.2 | +13.0 | 03.5 | Pass | 35 |
| 36 | +14.0 | +12.0 | +10.3 | +12.2 | 03.7 | Pass | 36 |
| | +14.7 | +12.7 | +11.1 | +12.9 | 03.6 | Pass | 37 |
| | +13.7 | +11.6 | +10.3 | +12.0 | 03.4 | Pass | 38 |

| | | | |
|---------|--------------------|---------|-------|
| File 21 | Location___ 0115-1 | 10AUG00 | 06:15 |
| File 22 | Location___ 0115-2 | 10AUG00 | 11:30 |
| File 23 | Location___ 0115-3 | 10AUG00 | 18:06 |
| File 24 | Location___ 0115-4 | 10AUG00 | 23:14 |

Test By_____

| File | 21 | 22 | 23 | 24 | | | |
|------|---------|---------|---------|---------|-----------|---------|------|
| Date | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| Time | 06:15 | 11:30 | 18:06 | 23:14 | 24 Hour | 24 Hour | |
| Ch # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 39 | +14.2 | +12.3 | +10.7 | +12.6 | 03.5 | Pass | 39 |
| 40 | +14.7 | +12.6 | +11.0 | +12.9 | 03.7 | Pass | 40 |
| 41 | +14.8 | +12.7 | +11.1 | +13.1 | 03.7 | Pass | 41 |
| 42 | +12.9 | +12.0 | +10.3 | +12.1 | 02.6 | Pass | 42 |
| 43 | +15.2 | +13.2 | +11.4 | +13.5 | 03.8 | Pass | 43 |
| 44 | +15.8 | +13.5 | +11.7 | +13.9 | 04.1 | Pass | 44 |
| 45 | +15.8 | +13.5 | +11.6 | +13.9 | 04.2 | Pass | 45 |
| 46 | +15.9 | +13.9 | +12.2 | +14.3 | 03.7 | Pass | 46 |
| 47 | +16.5 | +14.1 | +12.4 | +14.5 | 04.1 | Pass | 47 |
| 48 | +16.7 | +14.5 | +12.6 | +14.8 | 04.1 | Pass | 48 |
| 49 | +16.4 | +14.1 | +12.6 | +14.8 | 03.8 | Pass | 49 |
| 50 | +17.0 | +14.8 | +12.8 | +15.1 | 04.2 | Pass | 50 |
| 51 | +16.8 | +14.8 | +12.8 | +14.9 | 04.0 | Pass | 51 |
| | +16.1 | +14.3 | +12.8 | +14.5 | 03.3 | Pass | 52 |
| | +16.1 | +13.8 | +11.9 | +13.9 | 04.2 | Pass | 53 |
| 54 | +16.6 | +14.2 | +12.3 | +14.6 | 04.3 | Pass | 54 |
| 55 | +16.3 | +13.8 | +12.1 | +14.6 | 04.2 | Pass | 55 |
| 56 | +16.5 | +14.1 | +12.2 | +14.7 | 04.3 | Pass | 56 |
| 57 | +16.8 | +14.3 | +12.5 | +14.8 | 04.3 | Pass | 57 |
| 58 | +16.5 | +14.0 | +12.1 | +14.4 | 04.4 | Pass | 58 |
| 59 | +16.8 | +14.2 | +12.2 | +14.7 | 04.6 | Pass | 59 |
| 60 | +16.4 | +13.9 | +12.0 | +14.5 | 04.4 | Pass | 60 |
| 61 | +16.7 | +14.4 | +12.3 | +14.8 | 04.4 | Pass | 61 |
| 62 | +17.1 | +14.8 | +12.7 | +15.2 | 04.4 | Pass | 62 |
| 63 | +13.0 | +14.9 | +13.0 | +15.3 | 02.3 | Pass | 63 |
| 64 | +17.2 | +14.7 | +12.4 | +15.1 | 04.8 | Pass | 64 |
| 65 | +17.9 | +15.5 | +13.2 | +15.8 | 04.7 | Pass | 65 |
| 66 | +17.0 | +13.5 | +10.9 | +15.3 | 06.1 | Pass | 66 |
| 67 | +17.4 | +15.1 | +12.8 | +15.6 | 04.6 | Pass | 67 |
| 68 | +17.5 | +15.0 | +11.7 | +15.4 | 05.8 | Pass | 68 |
| 69 | +16.8 | +14.4 | +12.2 | +14.7 | 04.6 | Pass | 69 |
| 70 | +17.2 | +14.8 | +12.6 | +15.4 | 04.6 | Pass | 70 |
| 71 | +16.8 | +14.0 | +11.9 | +14.8 | 04.9 | Pass | 71 |
| 72 | +17.0 | +14.3 | +11.8 | +14.9 | 05.2 | Pass | 72 |
| 73 | +17.1 | +14.5 | +11.7 | +15.4 | 05.4 | Pass | 73 |
| 74 | +16.9 | +13.8 | +11.5 | +14.6 | 05.4 | Pass | 74 |
| 75 | +15.3 | +12.4 | +09.7 | +13.3 | 05.6 | Pass | 75 |
| 76 | +17.6 | +14.6 | +10.3 | +15.8 | 07.3 | Pass | 76 |
| | +15.2 | +12.5 | +09.9 | +13.2 | 05.3 | Pass | 77 |
| | +14.1 | +11.6 | +09.3 | +11.8 | 04.8 | Pass | 78 |

| | | | | |
|-------|------------|--------|---------|-------|
| le 21 | Location__ | 0115-1 | 10AUG00 | 06:15 |
| 22 | Location__ | 0115-2 | 10AUG00 | 11:30 |
| 23 | Location__ | 0115-3 | 10AUG00 | 18:06 |
| le 24 | Location__ | 0115-4 | 10AUG00 | 23:14 |

st By_____

| ile | 21 | 22 | 23 | 24 | | | |
|-----|---------|---------|---------|---------|-----------|---------|------|
| ate | 10AUG00 | 10AUG00 | 10AUG00 | 10AUG00 | | | |
| ime | 06:15 | 11:30 | 18:06 | 23:14 | 24 Hour | 24 Hour | |
| h # | Visual | Visual | Visual | Visual | Variation | Result | Ch # |
| 79 | +13.7 | +10.1 | +08.9 | +12.6 | 04.8 | Pass | 79 |
| 80 | +11.4 | +08.5 | +07.7 | +10.4 | 03.7 | Pass | 80 |
| 81 | +11.3 | +08.5 | +06.4 | +09.6 | 04.9 | Pass | 81 |
| 82 | +13.0 | +10.1 | +09.1 | +11.5 | 03.9 | Pass | 82 |
| 83 | +13.6 | +09.4 | +07.6 | +10.8 | 06.0 | Pass | 83 |
| 84 | +14.2 | +11.7 | +08.2 | +12.4 | 06.0 | Pass | 84 |
| 85 | +16.1 | +14.4 | +11.7 | +11.1 | 05.0 | Pass | 85 |

ate 10AUG00

Cascade

23:14

Peak-to-Valley 06.2 dB

emp +80.6 F (+27.0 C)

Test Point

ocation 0115-4

Test By

| Ch # | Signal Visual | Level Data Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|------|---------------|------------------|-----------|----------------|----------------|-------------|-----------------|
| 02 | +10.9 | -02.5 | 13.4 | Pass | Pass | Pass | Pass |
| 03 | +11.8 | -02.2 | 14.0 | Pass | Pass | Pass | Pass |
| 04 | +12.1 | -02.2 | 14.3 | Pass | Pass | Pass | Pass |
| 05 | +12.0 | -02.9 | 14.9 | Pass | Pass | Pass | Pass |
| 06 | +12.6 | -02.0 | 14.6 | Pass | Pass | Pass | Pass |
| 95 | +11.1 | -02.6 | 13.7 | Pass | Pass | Pass | Pass |
| 96 | +11.9 | -02.2 | 14.1 | Pass | Pass | Pass | Pass |
| 99 | +12.5 | -01.1 | 13.6 | Pass | Pass | Pass | Pass |
| 14 | +13.8 | -00.8 | 14.6 | Pass | Pass | Pass | Pass |
| 15 | +13.1 | -01.4 | 14.5 | Pass | Pass | Pass | Pass |
| 16 | +13.4 | -01.5 | 14.9 | Pass | Pass | Pass | Pass |
| 17 | +11.3 | -01.5 | 12.8 | Pass | Pass | Pass | Pass |
| 18 | +13.4 | -01.3 | 14.7 | Pass | Pass | Pass | Pass |
| 19 | +11.7 | -02.5 | 14.2 | Pass | Pass | Pass | Pass |
| 20 | +13.0 | -01.7 | 14.7 | Pass | Pass | Pass | Pass |
| | +10.6 | -03.8 | 14.4 | Pass | Pass | Pass | Pass |
| | +13.4 | -01.5 | 14.9 | Pass | Pass | Pass | Pass |
| 07 | +13.4 | -00.6 | 14.0 | Pass | Pass | Pass | Pass |
| 08 | +14.0 | -00.2 | 14.2 | Pass | Pass | Pass | Pass |
| 09 | +13.7 | -00.8 | 14.5 | Pass | Pass | Pass | Pass |
| 10 | +14.7 | -00.2 | 14.9 | Pass | Pass | Pass | Pass |
| 11 | +14.3 | -00.3 | 14.6 | Pass | Pass | Pass | Pass |
| 12 | +14.3 | -01.3 | 15.6 | Pass | Pass | Pass | Pass |
| 13 | +14.2 | -01.0 | 15.2 | Pass | Pass | Pass | Pass |
| 23 | +13.8 | -00.9 | 14.7 | Pass | Pass | Pass | Pass |
| 24 | +13.2 | -01.7 | 14.9 | Pass | Pass | Pass | Pass |
| 25 | +13.6 | -01.4 | 15.0 | Pass | Pass | Pass | Pass |
| 26 | +13.4 | -01.1 | 14.5 | Pass | Pass | Pass | Pass |
| 27 | +13.0 | -01.7 | 14.7 | Pass | Pass | Pass | Pass |
| 28 | +13.1 | -01.8 | 14.9 | Pass | Pass | Pass | Pass |
| 29 | +12.8 | -01.8 | 14.6 | Pass | Pass | Pass | Pass |
| 30 | +13.1 | -02.3 | 15.4 | Pass | Pass | Pass | Pass |
| 31 | +13.2 | -01.2 | 14.4 | Pass | Pass | Pass | Pass |
| 32 | +13.5 | -01.1 | 14.6 | Pass | Pass | Pass | Pass |
| 33 | +12.9 | -02.3 | 15.2 | Pass | Pass | Pass | Pass |
| 34 | +13.1 | -01.8 | 14.9 | Pass | Pass | Pass | Pass |
| 35 | +13.0 | -01.1 | 14.1 | Pass | Pass | Pass | Pass |
| 36 | +12.2 | -02.4 | 14.6 | Pass | Pass | Pass | Pass |
| 37 | +12.9 | -02.1 | 15.0 | Pass | Pass | Pass | Pass |
| 38 | +12.0 | -02.4 | 14.4 | Pass | Pass | Pass | Pass |

ate 10AUG00

Cascade

23:14

Peak-to-Valley 06.2 dB

emp +80.6 F (+27.0 C)

Test Point

ocation 0115-4

Test By

| Ch # | Signal Visual | Level Data Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|---------|------------------|---------------------|--------------|-------------------|-------------------|----------------|--------------------|
| 39 | +12.6 | -02.1 | 14.7 | Pass | Pass | Pass | Pass |
| 40 | +12.9 | -01.6 | 14.5 | Pass | Pass | Pass | Pass |
| 41 | +13.1 | -00.9 | 14.0 | Pass | Pass | Pass | Pass |
| 42 | +12.1 | -01.1 | 13.2 | Pass | Pass | Pass | Pass |
| 43 | +13.5 | -00.7 | 14.2 | Pass | Pass | Pass | Pass |
| 44 | +13.9 | -00.2 | 14.1 | Pass | Pass | Pass | Pass |
| 45 | +13.9 | -00.6 | 14.5 | Pass | Pass | Pass | Pass |
| 46 | +14.3 | +00.2 | 14.1 | Pass | Pass | Pass | Pass |
| 47 | +14.5 | +00.0 | 14.5 | Pass | Pass | Pass | Pass |
| 48 | +14.8 | +00.0 | 14.8 | Pass | Pass | Pass | Pass |
| 49 | +14.8 | -00.1 | 14.9 | Pass | Pass | Pass | Pass |
| 50 | +15.1 | +00.0 | 15.1 | Pass | Pass | Pass | Pass |
| 51 | +14.9 | -00.5 | 15.4 | Pass | Pass | Pass | Pass |
| 52 | +14.5 | -00.5 | 15.0 | Pass | Pass | Pass | Pass |
| 53 | +13.9 | -01.0 | 14.9 | Pass | Pass | Pass | Pass |
| | +14.6 | -00.2 | 14.8 | Pass | Pass | Pass | Pass |
| | +14.6 | +00.0 | 14.6 | Pass | Pass | Pass | Pass |
| 56 | +14.7 | -00.2 | 14.9 | Pass | Pass | Pass | Pass |
| 57 | +14.8 | +00.0 | 14.8 | Pass | Pass | Pass | Pass |
| 58 | +14.4 | +00.0 | 14.4 | Pass | Pass | Pass | Pass |
| 59 | +14.7 | +00.0 | 14.7 | Pass | Pass | Pass | Pass |
| 60 | +14.5 | +00.0 | 14.5 | Pass | Pass | Pass | Pass |
| 61 | +14.8 | +00.0 | 14.8 | Pass | Pass | Pass | Pass |
| 62 | +15.2 | -00.6 | 15.8 | Pass | Pass | Pass | Pass |
| 63 | +15.3 | +00.4 | 14.9 | Pass | Pass | Pass | Pass |
| 64 | +15.1 | +00.2 | 14.9 | Pass | Pass | Pass | Pass |
| 65 | +15.8 | +00.2 | 15.6 | Pass | Pass | Pass | Pass |
| 66 | +15.3 | +00.0 | 15.3 | Pass | Pass | Pass | Pass |
| 67 | +15.6 | -00.6 | 16.2 | Pass | Pass | Pass | Pass |
| 68 | +15.4 | +00.8 | 14.6 | Pass | Pass | Pass | Pass |
| 69 | +14.7 | -00.1 | 14.8 | Pass | Pass | Pass | Pass |
| 70 | +15.4 | +00.0 | 15.4 | Pass | Pass | Pass | Pass |
| 71 | +14.8 | +00.0 | 14.8 | Pass | Pass | Pass | Pass |
| 72 | +14.9 | +00.0 | 14.9 | Pass | Pass | Pass | Pass |
| 73 | +15.4 | -00.5 | 15.9 | Pass | Pass | Pass | Pass |
| 74 | +14.6 | -00.1 | 14.7 | Pass | Pass | Pass | Pass |
| 75 | +13.3 | -01.6 | 14.9 | Pass | Pass | Pass | Pass |
| 76 | +15.8 | -00.3 | 16.1 | Pass | Pass | Pass | Pass |
| 77 | +13.2 | -02.2 | 15.4 | Pass | Pass | Pass | Pass |
| 78 | +11.8 | -02.1 | 13.9 | Pass | Pass | Pass | Pass |

Date 10AUG00Cascade Time 23:14Peak-to-Valley 06.2 dBTemp +80.6 F (+27.0 C)Test Point Location 0115-4Test By

| Ch # | Signal Level Data Visual Aural | V:A Ratio | 10-17 dB Ratio | +03.0 dBmV Min | 03.0 dB Adj | 13.0 dB Overall |
|---------|--|--------------|-------------------|-------------------|----------------|--------------------|
| 79 | +12.6 -02.7 | 15.3 | Pass | Pass | Pass | Pass |
| 80 | +10.4 -05.0 | 15.4 | Pass | Pass | Pass | Pass |
| 81 | +09.6 -04.5 | 14.1 | Pass | Pass | Pass | Pass |
| 82 | +11.5 -02.7 | 14.2 | Pass | Pass | Pass | Pass |
| 83 | +10.8 +00.5 | 10.3 | Pass | Pass | Pass | Pass |
| 84 | +12.4 -00.3 | 12.7 | Pass | Pass | Pass | Pass |
| 85 | +11.1 +01.1 | 10.0 | Pass | Pass | Pass | Pass |

rates and services



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| A&E | Metro Guide |
| AMC | Metro Traffic & Weather |
| Animal Planet - NEW! | Metro Learning |
| BET | MSNBC |
| Bravo | MTV |
| Cartoon Network | TNN |
| CMT | News 12 Long Island |
| CNBC | Nickelodeon |
| CNN | On Optimum |
| Comedy Central | OTB |
| Court TV | Sci-Fi Channel |
| C-SPAN | SoapNet - NEW! |
| C-SPAN 2 | Speedvision - NEW! |
| Discovery Channel | Telecare |
| E! Entertainment Television | TNT |
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| ESPN2 | VH1 |
| Fox Family Channel | The Weather Channel |
| Fox News Channel | |
| FX | |

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| | |
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| Flix | or |
| | Fox Sports Net New York and |
| | MSG Network |

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| MSG Network | Showtime 2 |

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Network, The Health Network, The History Channel, HGTV, The Learning Channel,
Lifetime, Local Programming, Metro Guide, Metro Traffic & Weather, Metro Learning,
MSNBC, MTV, TNN, News 12 Long Island, Nickelodeon, On Optimum, OTB (p/t),
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ValueVision, Public Access, PPV Coming Attractions



Channel Lineup

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

*Cable exclusive.

**May be periodically interrupted with alternate programming.

†Malverne customers - Malverne Access, Channel 70.

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

Some services may require an addressable cable box.

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

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

OPTIMUMTV® BY CABLEVISION

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



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

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

Thanks for choosing us.

call us anytime

Nassau
516-364-8400

Suffolk
631-225-5555

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

www.cablevision.com

Monthly Services**Monthly Rates**

| | | | |
|--|---------|--------------|----------|
| Broadcast Basic | \$ 9.05 | Family Cable | \$ 25.18 |
| Packages*: Includes Broadcast Basic. (Packages require an addressable cable box.) | | | |
| Optimum | | | \$ 41.95 |
| Optimum Preferred | | | \$ 61.95 |
| Optimum Gold | | | \$ 79.95 |
| Fee for premium programming on additional outlet(s) (charge per household) | | | \$ 4.50 |
| Addressable cable box | ea. | | \$ 2.67 |
| One addressable addset cable box (with discounted premium programming outlet fee)** | | | \$ 5.17 |
| Two addressable addset cable boxes (with discounted premium programming outlet fee)** | | | \$ 7.84 |
| Three addressable addset cable boxes and above** | ea. | | \$ 2.67 |
| Wireless remote control for addressable cable box | ea. | | \$.29 |
| Watch N' Record addressable cable box | ea. | | \$ 3.38 |
| Watch N' Record remote control | ea. | | \$.36 |
| Service to additional outlet without a cable box or premium service(s) | | | Free |
| TV Guide - A weekly program guide to OptimumTV's channel lineup | ea. | | \$ 3.99 |
| The Cable Guide (monthly) | ea. | | \$ 1.50 |

*All Optimum packages require an addressable cable box at the discounted price of \$2.00 per month.

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

Pay Per View (see notes 1 & 2)

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

Notes: 1. Requires a subscription to Broadcast Basic at \$9.05/month.
2. Requires an on-screen display addressable cable box.

One-Time Charges

| | |
|--|--------------------------------|
| Connection: Standard aerial or underground connection of up to 150 feet from main cable line | |
| Non-wired home | \$ 59.95 |
| Pre-wired home | \$ 24.95 |
| Charges for aerial or underground connection in excess of 150 feet quoted in advance. Custom connection charges will be quoted prior to commencement of work. Deposits or partial advance payments may be required and are not refundable once work has commenced. Full payment due upon completion of work. | |
| Connection of service to additional cable TV outlet at time of initial connection | ea. \$ 29.95 |
| Separate visit | 1st additional outlet \$ 39.95 |
| Subsequent (2nd, 3rd, etc.) additional outlet(s) | ea. \$ 29.95 |
| Connection of VCR or antenna A/B switch if done at time of initial connection | |
| (not including A/B switch) | Free |
| All other times (not including A/B switch) | ea. \$ 19.95 |
| Relocate internal or external cable or cable outlet | ea. \$ 34.95 |
| Change of service | |
| Service call | \$ 24.95 |
| Upgrade/downgrade/lateral change - home visit | ea. \$ 19.95 |
| Upgrade/downgrade/lateral change - transaction fee (home visit not required) | ea. \$ 1.95 |
| Disconnect | Free |
| Returned check charge | ea. \$ 15.00 |
| Home collection charge | ea. \$ 25.00 |
| Equipment | |
| VCR or antenna A/B switch (self-installed) | ea. \$ 10.00 |

OTHER TERMS:

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

Rates effective for residential customers: January, 2000

The Incorporated Village of Bayville

34 SCHOOL STREET
BAYVILLE, NEW YORK 11709

TEL: (516) 628-1439
FAX: (516) 628-3740

MAYOR
VICTORIA SIEGEL

BOARD OF TRUSTEES
DOMINIC BIANCO
DAVID GUGERTY
TIMOTHY J. HORGAN
SARAH JANSEN
PAUL McBRIDE
DOUGLAS G. WATSON

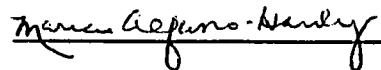
VILLAGE ATTORNEY
JAMES A. REILLY

VILLAGE ADMINISTRATOR
MARIA ALFANO-HARDY

June 27, 2001

I, Maria Alfano-Hardy hereby affirm that the attached is a true copy of Resolution 2001-87, authorizing the Mayor to sign the Cablevision Contract for the Incorporated Village of Bayville on June 11, 2001.

(Seal)



Maria Alfano-Hardy
Administrator/VCT

Board: Trustee Watson, aye, Trustee Morgan, aye, Trustee Segel, aye

McBride arrived at 7:44 PM
Blanco arrived at 7:45 PM

BE IT RESOLVED that the Board deny the request from the Library as Jansen moved BE IT RESOLVED that the Board deny the request from the Library as 701 letter from Anthony Cascione, President for a 10% increase for the 2001-2002 budget 701 letter from Anthony Cascione, President for a 10% increase for the 2001-2002 budget was finalized. 701 letter from Anthony Cascione, President for a 10% increase for the 2001-2002 budget was finalized.

Board: Trustee Jansen, aye, Trustee Gugerty, aye, Trustee Watson, abstain, Trustee
aye, Trustee McBride, aye, Trustee Bianco, aye, Mayor Siegel, aye.

RESOLUTION 2001-83

BE IT RESOLVED that in the event of any parking requests for local residents, that relief be granted only for the date of the graduation party. As per the request of Mr. & Mrs. D. Gregorio, 71 Godfrey Avenue (see attached letter), relief shall be granted for Friday, June 23, 2001, which is the date of the graduation party.

Board: Trustee Horgan, aye, Trustee McBride, aye, Trustee Watson, aye, Trustee Jansen, aye, Trustee Bianco, aye, Mayor Siegel, aye.

RESOLUTION 2001-84

Mr. McBride moved BE IT RESOLVED that the Board approve Mr. & Mrs. Higgins' request for parking on Bayville Avenue in the vicinity of 188 Bayville Avenue on June 23, 2001 from 6:00-10:00 PM. The following restrictions will apply: parking must be on the South side of Bayville Avenue and to the West of East Slope Road and cars must be parked 20 feet from the corner in that visibility pulling out of East Slope Road is not obstructed.

Conducted by: Trustee Jansen
 Roll of Board: Trustee McBride, aye, Trustee Jansen, aye, Trustee Gugerty, aye, Trustee
 Nelson, aye, Trustee Horgan, aye, Trustee Bianco, aye, Mayor Siegel, aye.

RESOLUTION 2001-85

Wesley Gugenberger moved BE IT RESOLVED that the Board authorize the Mayor to sign the Wildfire Fire Company #1 contract for the year 2001-2002, the contractual amount is \$255,600.00 per the 2001-2002 budget.

Recorded by: Trustee Bianco
Roll of Board: Trustee Gugerty, aye, Trustee Bianco, aye, Trustee Jansen, aye, Trustee Watson,
aye, Trustee Horgan, aye, Trustee McBride, aye, Mayor Siegel, aye.

RESOLUTION 2001-86

Trustee Bianco moved BE IT RESOLVED that the Board authorize the Mayor to sign the Cablevision Contract (see attached for amendments).

Seconded by Trustee Horgan
 Police Board, Trustee Bianco, aye, Trustee Horgan, aye, Trustee Watson, aye, Trustee Jansen,
 aye, Trustee Gugerty, aye, Trustee McBride, aye, Mayor Siegel, aye.

RESOLUTION 2001-87

Mayor Siegel moved BE IT RESOLVED that the Board authorize the hiring of Valerie Halsworth to the Sanitation Department effective June 18, 2001 at a rate of \$18,000.00 per annum.

Recorded by: Trustee Watson
Roll of Board: Trustee Watson, aye, Trustee Gugerty, aye, Trustee Jansen, aye, Trustee Horgan, aye, Trustee McBride, aye, Trustee Bianco, aye, Mayor Siegel, aye.

RESOLUTION 2001-88

Affidavit of Publication

County of Nassau
State of New York,

SS

**PUBLIC NOTICE
INCORPORATED
VILLAGE OF BAYVILLE**

Notice is hereby given that a public hearing has been scheduled for Monday, March 12, 2001 at 8:00 PM at the Village Hall, 34 School Street, Bayville, NY 11709. The subject of said hearing is the Application of Cablevision Systems Long Island Corporation, One Media Crossways, Woodbury, New York, for renewal of its cable television franchise with the Village of Bayville. At this hearing, the Board of Trustees will hear interested persons who wish to address the Board with respect to Cablevision's compliance with the requirements of the existing cable television franchise, and the community's cable related needs and interests for a new franchise agreement. All relevant documents may be inspected at the office of the Village Clerk, 34 School Street, Bayville, New York, 11709, during regular business hours, 8:30 AM - 4:30 PM.

BY ORDER OF THE
BOARD OF TRUSTEES
MARIA ALFANO-HARDY
VILLAGE CLERK TREASURER
3-8-01-1T-#6740-OB

Ilse Hirseland, being duly sworn, deposes and says that she is the principal Clerk of the Publisher of
The OYSTER BAY ENTERPRISE PILOT
a weekly newspaper published at Mineola in the county of Nassau, in the State of New York, and that a notice, a printed copy of which is hereunto annexed, has been published in said newspapers once in each week for

1 weeks, viz:

March 8, 2001

Ilse Hirseland

Sworn to me this 8 day of
March-2001

Elizabeth L. Boecke

Notary Public

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

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

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

THEREFORE

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

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

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

Communications Act of 1934, as amended.

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

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

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

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

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

the "Franchisee."

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

1.9 "Gross Receipts": The total annual subscription payments (including payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and collected by or on behalf of "Franchisee", but not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, franchise fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this "Agreement". The term "Gross Receipts" shall not include revenue received by Franchisee for the provision of cable modem services over the Communication System. The Franchisee and the Village agree, however, that should the FCC decide that cable modem services over a cable system are "Cable Services" as defined under applicable federal law, or should a court of competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals related thereto, the Village shall be entitled, after notification to Franchisee, to amend this Agreement in the manner

prescribed under applicable State law or this Franchise to include recurring monthly subscriber receipts from the provision of such services as "Gross Receipts" and Franchisee agrees to pay Franchise Fees on such receipts, on a going forward basis, effective sixty (60) days following the date of issuance of an order from the NYSPSC approving such amendment.

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

1.11 "State": the State of New York.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

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

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the

public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with the Municipality's generally applicable local laws, ordinances, rules and regulations.

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

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or

other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate; provided, however, that such other franchises be upon similar terms and conditions, and include similar burdens and obligations, as contained in this Agreement.

4.0 TERRITORIAL LIMITS

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

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

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

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

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

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

5.5 The Mayor or other person as designated by the Municipality, shall have responsibility for the continuing

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

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

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

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

6.3 All structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets,

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

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

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

property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced.

6.6 All structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this Franchise does not establish priority for use over other present or future permit or Agreement holders or the Municipality's own use of the streets and public grounds. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction

and operation of the System shall be subject to the continuing right of the Municipality to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances and necessary in the public interest.

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

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

(10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

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

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

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

- a) the experience of proposed assignee or transferee;

- b) the managerial and technical qualifications of proposed assignee or transferee;
- c) the legal integrity of proposed assignee or transferee;
- d) the financial ability and stability of the proposed assignee or transferee;
- e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;
- f) the likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the System.

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

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

7.6 No consent from the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer to a corporation, partnership or other entity

controlling, controlled by or under common control with the Franchisee, including a change of ownership or control of Franchisee or of this Franchise to Cablevision Systems Corporation, CSC Holdings, Inc., or to another subsidiary of Cablevision Systems Corporation.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

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

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

b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of

its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

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

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

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

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

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

8.2 For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following

sections of this Franchise: Section 7; Section 10; Section 12.3; Section 15; Section 16; Section 18.

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. Such ordinance or resolution shall not be adopted until after the expiration of sixty (60) days prior written notice to Franchisee and an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the

performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

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

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

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon

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

9.0 SEVERABILITY

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

10.0 EFFECTIVE DATE AND TERM

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

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

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

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

12.0 SYSTEM SPECIFICATIONS

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

12.2 All such construction and any subsequent maintenance,

repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner.

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

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

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

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

13.0 SYSTEM PERFORMANCE STANDARDS

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

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

similar installation or communication within the Municipality.

14.0 SYSTEM MAINTENANCE AND REPAIR

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

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

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

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

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

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

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

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

c) Franchisee shall extend the System to serve all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than 25 homes per linear mile of

aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 595.5 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 where applicable, to the extent permitted under federal and State law.

16.0 MUNICIPAL AND SCHOOL SERVICE

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

(a) Franchisee shall, without charge, make one (1) aerial connection for basic service, as provided below, into the internal R.F. distribution System of each municipal office building, library and school within the Municipality (hereinafter singly or collectively referred to as the "premises"). Franchisee shall make a connection at one outlet in each such

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

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

(c) Where Franchisee is serving the area but the premises to be connected with an aerial installation is located more than 500 feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond 500 feet will be paid by the recipient. For underground installations, Franchisee shall charge the recipient its actual cost. Such costs shall be

submitted to said recipient, in writing, before installation is begun.

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

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

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

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

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

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

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

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

17.3 At the request of the Village, Franchisee agrees that it will produce two hours of local origination programming each year featuring Village events and/or points of interest, which programming will be shown on a local channel.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY**18.0 FRANCHISE FEE**

18.1 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. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

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

19.0 INDEMNITY AND INSURANCE

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

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

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

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

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

lapse in coverage.

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

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

20.0 RATES AND CHARGES

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

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

21.0 **EMPLOYMENT PRACTICES**

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

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

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

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

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

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

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

22.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the

Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

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

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

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

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical,

operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.4.

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

25.0 MANDATORY RECORD KEEPING

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

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

25.3 All records, logs, and maps maintained pursuant to this

Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Section 25.4.

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

26.0 MUNICIPAL EMERGENCIES

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

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

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

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

28.0 EMPLOYEE IDENTIFICATION/TRAINING

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

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

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

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

29.2 Franchisee shall have the ongoing responsibility to insure that the telephone system utilized meets the customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable

companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

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

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

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

31.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

31.1 Upon thirty (30) day notification by the Municipality,

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

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

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

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

32.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

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

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

33.0 LEVEL TERMS

33.1 In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds

that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to be necessary to insure fair and equal treatment by this Agreement and said other Agreements.

33.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the franchise. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisees belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

34.0 APPROVAL OF THE NYSPC

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

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

Village of Bayville

BY: Victoria Siegel
Mayor

CABLEVISION SYSTEMS LONG ISLAND CORPORATION

BY: Dodie P. Ischirch
Area Vice President, Communication, Government &
Public Affairs
New York Suburban

Date: 6/25/01