



FORM SC 13D/A

CABLEVISION SYSTEMS CORP /NY – CVC

Filed: March 10, 2005 (period:)

An amendment to a SC 13D filing

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 4)

Cablevision Systems Corporation

(Name of Issuer)

Cablevision NY Group Class A Common Stock, par value \$.01 per share

(Title of Class of Securities)

Cablevision NY Group Class A Common Stock: 12686C-10-9

(CUSIP Number)

March 8, 2005

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. []

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAME OF REPORTING PERSON	Charles F. Dolan, individually and as Trustee of the Charles F. Dolan 2004 Grantor Retained Annuity Trust
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	Not applicable
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(A) <input checked="" type="checkbox"/> (B) <input type="checkbox"/>
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	00 - See Item 3 of Statement
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	U.S.A.
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER	30,565,407
	8. SHARED VOTING POWER	6,391,303
	9. SOLE DISPOSITIVE POWER	30,565,407
	10. SHARED DISPOSITIVE POWER	6,391,303
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	36,956,710
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input checked="" type="checkbox"/> *
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	14.5%
14.	TYPE OF REPORTING PERSON	IN

*Excludes 30,590,731 shares of Cablevision NY Group Class A Common Stock, par value \$0.01 per share ("Class A Common Stock"), issuable upon conversion of an equal number of shares of Cablevision NY Group Class B Common Stock, par value \$0.01 per share ("Class B Common Stock"), held by other Reporting Persons hereto as to which Charles F. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

1.	NAME OF REPORTING PERSON	Helen A. Dolan, individually and as a Trustee of the Charles F. Dolan 2001 Family Trust
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	Not applicable
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(A) <input checked="" type="checkbox"/> (B) <input type="checkbox"/>
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS	00- See Item 3 of Statement
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	U.S.A.
NUMBER OF SHARES	7. SOLE VOTING POWER	0
BENEFICIALLY		
OWNED BY EACH	8. SHARED VOTING POWER	36,956,710
REPORTING PERSON		
WITH	9. SOLE DISPOSITIVE POWER	0
	10. SHARED DISPOSITIVE POWER	36,956,710
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	36,956,710
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input checked="" type="checkbox"/> *
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	14.5%
14.	TYPE OF REPORTING PERSON	IN

*Excludes 30,590,731 shares of Class A Common Stock issuable upon conversion of an equal number of shares of Class B Common Stock held by other Reporting Persons hereto as to which Helen A. Dolan disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

This Amendment to Schedule 13D is being filed jointly by Charles F. Dolan, individually and as Trustee of the Charles F. Dolan 2004 Grantor Retained Annuity Trust (the "2004 GRAT"), and Helen A. Dolan, individually and as a Trustee of the Charles F. Dolan 2001 Family Trust (the "2001 Trust") (the "Filing Parties"). The Filing Parties report on Schedule 13D as members of a group (the "Group Members") that includes, in addition to the Filing Parties, the following members: Lawrence J. Dolan, as Trustee of the 2001 Trust, James L. Dolan, individually and as a Trustee of the D.C. James Trust and the CFD Trust No. 6, and as Trustee of the Marissa Waller 1989 Trust, the Charles Dolan 1989 Trust (for the benefit of Charles P. Dolan) and the Ryan Dolan 1989 Trust; Thomas C. Dolan, individually and as a Trustee of the D.C. Thomas Trust and the CFD Trust No. 5; Patrick F. Dolan, individually and as a Trustee of the D.C. Patrick Trust and the CFD Trust No. 4 and as Trustee of the Tara Dolan 1989 Trust; Kathleen M. Dolan, individually and as a Trustee of the Dolan Descendants Trust, the Dolan Grandchildren Trust, the Dolan Spouse Trust, and the Dolan Progeny Trust (collectively, the "Family Trusts"), the D.C. Kathleen Trust and the CFD Trust No. 1; Marianne Dolan Weber, individually and as a Trustee of each of the Family Trusts, the D.C. Marianne Trust and the CFD Trust No. 3; Deborah A. Dolan-Sweeney, individually and as a Trustee of each of the Family Trusts, the D.C. Deborah Trust and the CFD Trust No. 2; Paul J. Dolan, as a Trustee of each of the Family Trusts, the D.C. Kathleen Trust, the D.C. James Trust, the CFD Trust No. 1 and the CFD Trust No. 6, and as Trustee of the CFD Trust #10; Matthew J. Dolan as a Trustee of the D.C. Marianne Trust, the D.C. Thomas Trust, the CFD Trust No. 3 and the CFD Trust No. 5; Mary S. Dolan, as a Trustee of the D.C. Deborah Trust, the D.C. Patrick Trust, the CFD Trust No. 2 and the CFD Trust No. 4; and Dolan Family LLC, a limited liability company organized under the laws of the State of Delaware. The Schedule 13D (the "Schedule") filed by the Group Members on March 19, 2004, as amended and supplemented by Amendment No. 1 filed on April 9, 2004, Amendment No. 2 filed on June 30, 2004, and Amendment No. 3 filed on March 3, 2005, is hereby amended and supplemented by the Filing Parties as set forth below in this Amendment No. 4.

ITEM 4 PURPOSE OF THE TRANSACTION

The disclosure in Item 4 is hereby amended and supplemented by adding the following after the twelfth paragraph thereof:

"On March 7, the Class B directors elected Brian Sweeney to fill a vacancy on the Issuer's Board of Directors. Because there was a vacancy on the Board, Mr. Dolan did not need to request an increase in the Board's size to permit the Class B directors to elect Mr. Sweeney to the Board.

On March 8, 2005, Charles F. Dolan and Thomas C. Dolan entered into an agreement with the Issuer pursuant to which Charles F. Dolan will fund costs of the Issuer's Rainbow DBS business above those that would have been incurred under a shutdown budget (the "DBS Agreement"). Pursuant to the DBS Agreement, Charles F. Dolan will deposit with the Issuer cash and/or shares of Class A Common Stock or Class B Common Stock to fund such costs. The Issuer shall make withdrawals from the cash and/or shares so deposited to fund the additional costs. These withdrawals shall be made first from cash amounts, then from any shares of Class A Common Stock and then from any shares of Class B Common Stock that may have been deposited. The DBS Agreement will terminate on March 31, 2005 or may be terminated by Charles F. Dolan at any earlier time. Upon the termination of the DBS Agreement, all cash, Class A Common Shares and Class B Common Shares deposited by Charles F. Dolan but not used to fund costs of the Rainbow DBS business shall be returned to Charles F. Dolan."

ITEM 6 CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The disclosure in Item 6 is hereby amended and supplemented by adding the following:

"As described in Item 4, on March 8, 2005, Charles F. Dolan entered into the DBS Agreement providing for the possible disposition of Issuer securities by Charles F. Dolan to the Issuer to fund certain costs of the Rainbow DBS business."

The disclosure in Item 7 is hereby supplemented by adding the following in appropriate numerical order:

Exhibit 17: Agreement between Charles F. Dolan and the Issuer, entered into as of March 8, 2005.

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SIGNATURE.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: March 9, 2005

CHARLES F. DOLAN, individually and as
Trustee of the Charles F. Dolan 2004 Grantor
Retained Annuity Trust

By: _____ *

HELEN A. DOLAN, individually and as a
Trustee of the Charles F. Dolan 2001 Family
Trust

By: _____ *

* By: /s/ William A. Frewin, Jr.

As Attorney-in-Fact

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AGREEMENT

This Agreement sets forth the terms upon which the business of Rainbow DBS ("Rainbow DBS") will be funded and conducted during the period March 1, 2005 through March 31, 2005.

The funding authorization for Rainbow DBS expired on February 28, 2005. The Board of Directors (the "Board") of Cablevision Systems Corporation ("Cablevision") has authorized and directed the shutdown of Rainbow DBS.

The parties hereto agree as follows:

Agreement on Baseline Plan:

Cablevision and Charles F. Dolan ("Dolan") intend to work together in an open and cooperative manner to finalize the separation of Rainbow DBS from Cablevision. Cablevision has begun the shutdown of the business of Rainbow DBS. No new shutdown actions will be undertaken. The business will continue to be operated in accordance with the budget of Required Costs for March agreed to by Cablevision and Dolan (the "Baseline Plan"), subject to modification as provided below. Cablevision and Dolan agree not to take any actions, directly or indirectly, that are inconsistent with the Baseline Plan, except that Dolan may cause actions inconsistent with the Baseline Plan to be taken as provided below under "Expenditures" and "Commitments and Changes".

Expenditures:

The Rainbow DBS business shall continue to make the expenditures that would have been incurred under the Baseline Plan. Expenditures above such amounts ("Additional Expenditures") shall be made only if authorized by the Chief Financial Officer of Cablevision or his designee (the "CFO"), which authorization shall be provided if the CFO is satisfied that cash or Funding Shares are on deposit with Cablevision (excluding Segregated Shares)

with a Market Value adequate to pay such Additional Expenditures. The CFO shall act reasonably and promptly.

Funding:

Dolan shall fund the Additional Expenditures. On a daily basis, Cablevision shall effect Dolan's funding of the Additional Expenditures by withdrawing cash deposited with Cablevision by Dolan in an amount equal to such Additional Expenditures or withdrawing and canceling shares of Class A Common Stock and Class B Common Stock deposited with Cablevision by Dolan (the "Funding Shares") with a Market Value equal to the amount of such Additional Expenditures. The funding amount on any day shall first come from any unsegregated cash on deposit, then from any unsegregated shares of Class A Common Stock, and then from any shares of unsegregated Class B Common Stock.

Commitments and Changes:

Rainbow DBS shall make no commitments or other agreements and shall not alter the Baseline Plan or reverse actions previously taken in accordance with the Baseline Plan, in each case without the prior written approval of the CFO. The CFO shall provide the required written approval if the CFO is satisfied that sufficient cash or Funding Shares are on deposit to fully pay the costs of such action. The CFO shall act reasonably and promptly. If such an action is approved, the CFO shall segregate that cash or those Funding Shares, which shall then be unavailable for any other purpose ("Segregated Cash" and "Segregated Shares"). The CFO shall use the Segregated Cash and Segregated Shares to pay the costs associated with the actions that gave rise to the segregation.

Funding Shares:

Dolan shall deliver to Cablevision by the close of business on March 9, 2005 cash and/or shares of Class A Common Stock or

Class B Common Stock free and clear of any liens, claims and encumbrances and together with a stock power duly endorsed to Cablevision and having a Market Value of \$10 million. Dolan may substitute cash for unsegregated Funding Shares at any time by depositing cash in an amount equal to the Market Value of the Funding Shares to be withdrawn.

"Market Value" means the arithmetic average of the closing price of the Class A Common Stock on The New York Stock Exchange over the 10 New York Stock Exchange trading days preceding the date of any determination (or in the case of a substitution of cash for Funding Shares, the closing price on the day prior to the date of substitution).

Corporate Controls:

As with every subsidiary of Cablevision, Rainbow DBS is and shall remain subject to the management and internal controls of Cablevision. Cablevision shall continue to have the right to contact and deal with any employee, consultant, vendor, supplier or customer of Rainbow DBS. Neither Dolan nor Tom Dolan shall, directly or indirectly, give any instruction or take any action inconsistent herewith. The actions of Cablevision under the Baseline Plan shall be coordinated with Tom Dolan through advance notification of those actions.

Termination:

This Agreement shall terminate at 5:00 P.M. New York City time on March 31, 2005. Dolan shall have the right to terminate this Agreement at any earlier time. Upon any termination (i) any cash or Funding Shares not previously cancelled, other than Segregated Cash or Segregated Shares, shall be returned to Dolan, and (ii) the shutdown of Rainbow DBS shall be implemented immediately. Cablevision may terminate this Agreement immediately upon the occurrence of any breach of the terms

hereof by Dolan or Tom Dolan. Upon any termination, the Segregated Cash and Segregated Shares shall be held as security against claims arising out of the commitments or actions that gave rise to their segregation.

CABLEVISION SYSTEMS CORPORATION

By: /s/ Hank J. Ratner

Name: Hank J. Ratner
Title: Vice Chairman

/s/ Charles F. Dolan

Charles F. Dolan

/s/ Thomas C. Dolan

Thomas C. Dolan

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