

PENDING PETITION MEMO

Date: 10/9/2007

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
SUBJECT: 07-V-1213

Petition of Time Warner Entertainment-Advance/Newhouse Partnership for
Approval of the Renewal of its Franchise with the Town of Gates,
Monroe County. Initial franchise docket # 10351.



October 3, 2007

Ms. Jaclyn Brillling, Secretary
NYS Public Service Commission
Three Empire State Plaza, 19th Floor
Albany, NY 12223

Re: Application for the Order Approving
Renewal for the Town of Gates

CERTIFIED MAIL

Dear Ms. Brillling:

Pursuant to Section 822 of Executive Law, Time Warner Entertainment-Advance/Newhouse Partnership, herewith submits its application for an Order Approving Renewal in the above referenced matter. As required by Part 891 of the Rules and Regulations of the New York State Public Service Commission, enclosed please find the following:

1. A copy of the Application for Renewal prior to expiration mailed August 21, 2001.
2. A copy of Time Warner Cable's legal notice and Affidavit of Publication.
3. A copy of the Municipal legal notice and Affidavit of Publication.
4. A copy of the Municipal resolution.
5. A fully executed Franchise Agreement between the Company and the Municipality.

As always, should you or your staff have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris L. Mueller", with a long horizontal line extending to the right.

Chris L. Mueller
Manager of Government Affairs

Enclosures

c: Terence Rafferty, Division President w/o enc.
Richard Warner, Town Clerk



August 21, 2001

Richard Warner
Town Clerk
Town of Gates
1605 Buffalo Road
Gates, NY 14624

RE: Franchise Renewal Application Prior
to Expiration for the Town of Gates

CERTIFIED MAIL

Dear Mr. Warner:

The Franchise Agreement between the Town of Gates and Time Warner Entertainment-Advance/
Newhouse Partnership, d/b/a Time Warner Communications, expires on May 13, 2002. Therefore, in
accordance with Section 591.2 of the renewal provisions of the New York State Public Service
Commission, which requires the Franchisee to file an application at least six months prior to expiration,
enclosed herewith, please find Time Warner Communications' renewal application. Also enclosed are
the following:

- 1) A copy of the Company's notice of its intent to renew its Franchise with the
Municipality dated July 26, 1999.
- 2) The Company's most current technical performance test.

Considering Time Warner Communications' past performance in the Community, as well as our
commitment to provide the most technologically advanced cable television system, we respectfully
suggest that at a minimum, a ten-year (10) renewal term be warranted.

As always, should you have any questions with regard to the Company's application, or should you
have any questions pertaining to the procedural requirements of the renewal, please feel free to call
me at 756-1325.

Sincerely,

A handwritten signature in cursive script that reads 'Brian B. Wirth'.

Brian B. Wirth (ac)
Vice President, Government and Public Affairs

BBW:adc
Enclosures

c: Thomas E. Adams, Division President, w/o enc.
Janet Hand Deixler, NYS Public Service Commission

FORM R-2

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is:
Time Warner Entertainment-Advance/Newhouse Partnership,
d/b/a Time Warner Communications
2. Applicant does business under the following trade name or names:
Time Warner Communications - Rochester System
3. Applicant's mailing address is:
71 Mt. Hope Avenue
Rochester, NY 14620
4. Applicant's telephone number is (716) 756-1000
5.
 - a. This application is for a renewal of operating rights in the Town of Gates
 - 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 Attached Exhibit A
6. The number of subscribers in each of the municipalities noted above is:
Primary residential connections: See Exhibit A
Secondary residential connections:
Residential pay-cable subscriptions:
Commercial connections
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 Exhibit B
8. Applicant does X, 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:

R News, Time Warner Communications' local origination channel, provides 24 continuous hours of local news, weather and sports coverage seven days a week. The channel also features world news, call-in shows, talk shows featuring interviews with area experts and leaders, and coverage of local sporting events. The majority of programming has closed caption capability.
9. The current monthly rates for service in the municipality specified in Question 5 (a) are:
Basic Service: Commercial connections:
Standard Service: Other:
Residential pay-cable subscriptions: See Exhibit C
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). In the municipalities specified in Question 5 (b) See Exhibit A

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

During the past three years, the Company has spent approximately \$62 million expanding and upgrading its cable television system throughout the Company's regional service area. This project has resulted in enhancing system performance, increasing channel capacity and improving technical reliability.

In October of 1999, in the Rochester and Fingerlakes Systems, we launched Digital Cable Service which has the capability of providing over 170 channels of programming to Time Warner Communications' customers. The regional system employs a fiber-optic backbone and is designed at a minimum to a capacity of 450 MHz.

Our customers are able to fully utilize the exciting benefits of the most advanced in-home equipment available. New sophisticated home terminals allow for greater choice and flexibility in selecting programming services and provide access to interactive services. Time Warner Communications' customers can order movies and events at the touch of a button. In addition to providing an interactive programming guide, the terminal provides customers with the option of blocking out programming, through the parental control feature, they do not want their children to view.

By deploying superior technology throughout the system it affords us with the ability to increase programming choices and services including the addition of more pay-per-view channels, advanced home terminals, and high-speed access to the Internet using Time Warner's Road Runner service.

Time Warner Communications has continued in its commitment to provide free cable television service to area schools. We have devoted significant human and financial resources to educational programs like *Cable in the Classroom*. Beyond educational initiatives, we have worked with a diverse set of local organizations and lent both significant direct cash and in kind support to charitable organizations.

12. Indicate whether applicant has previously filed with the NYS Public Service Commission its:

a. Current Statement of Assessment pursuant to Section 217 of the Public Service Law?

Yes X No _____.

b. Current Annual Financial Report? Yes X No _____.

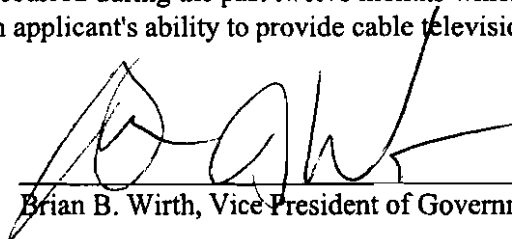
If answer to any of above is negative, explain.

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

Is so, describe below: No

8/23/01

Date



Brian B. Wirth, Vice President of Government and Public Affairs

Attached is a copy of applicant's current annual performance test results per NYSCRR § 596.5.

FORM R-2 FRANCHISE INFORMATION**Rochester System****Exhibit A As of 01/01/01**

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000</u>
Brighton T	414	11,436	10,637	4,711	69	.88
Brockport V	448	3,546	3,274	870	18	0
Byron T	402	534	478	237	0	.05
Chili T	416	7,531	6,826	3,467	35	.44
Churchville V	917	553	499	200	3	0
Clarendon T	403	795	713	368	1	.23
Clarkson T	450	1,404	1,206	649	9	.30
East Rochester V	412	1,974	1,803	938	19	0
Fairport V	417	1,704	1,559	720	12	0
Gates T	409	8,695	8,057	4,479	62	.98
Greece T	410	29,872	27,196	13,433	115	5.78
Hamlin T	457	2,088	1,874	984	6	1.93
Henrietta T	413	11,227	9,174	5,565	62	5.04
Hilton V	455	1,735	1,571	587	6	0
Holley V	451	549	486	250	4	0
Irondequoit T	415	17,361	15,952	7,358	63	0

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000</u>
Murray T	452	696	612	345	1	.49
Ogden T	454	3,805	3,427	1,737	5	2.95
Parma T	456	2,173	1,954	991	13	.96
Penfield T	408	10,098	9,292	4,620	44	3.02
Perinton T	406	13,109	12,001	5,579	48	3.57
Pittsford T	407	8,053	7,549	3,379	22	2.69
Pittsford V	411	479	441	217	12	0
Riga T	418	793	712	277	5	.25
Rochester C	401	52,026	49,728	41,448	681	1.62
Spencerport V	453	1,246	1,120	392	8	0
Sweden T	449	1,315	1,183	589	10	.42
Webster T	404	9,972	9,090	4,352	33	5.14
Webster V	405	1,746	1,539	610	13	0

New Rochester Digital Cable Lineup

- 3 Educational Access
- 4 WGN (Chicago)
- 5 Animal Planet
- 6 TBS (Atlanta)
- 7 WUHF (Ch 31) FOX
- 8 WROC (Ch 8) CBS
- 9 R News
- 10 WHEC (Ch 10) NBC
- 11 WXXI (Ch 21) PBS
- 12 Government Access
- 13 WOKR (Ch 13) ABC
- ★ 14 HBO
- 15 Community Access
- 16 WRWB (Ch 16) WB
- 17 RFIT
- 18 QVC
- 19 Valuevision
- 20 CNN
- 21 Headline News
- 22 CNBC
- 23 The Weather Channel
- 24 ESPN
- 25 ESPN2
- 26 The Learning Channel
- 27 The National Network
- 28 MTV
- 29 VH-1
- 30 Nickelodeon
- 31 FOX Family Channel
- 32 USA Network
- 33 TNT
- 34 American Movie Classics
- 35 Lifetime
- 36 The Discovery Channel
- 37 A&E
- 38 Comedy Central
- 39 E! Entertainment
- 40 The Travel Channel
- 41 BET
- 42 Univision
- 43 Court TV
- 44 C-Span
- 45 C-Span II
- 46 MSNBC
- 47 Home Shopping Network
- 48 Food Network
- 49 EWTN
- 50 TBN
- 51 MSG
- 52 Empire Sports Network
- 53 PAX TV
- 54 Bravo
- 55 Movieplex
- 56 Home & Garden TV
- 57 FOX News Channel
- 58 Cartoon Network
- 59 Sci-Fi Channel
- 60 Turner Classic Movies
- 62 Country Music TV
- 63 The History Channel
- 64 TV Land

- 65 FOX Sports NY
- 68 The Disney Channel
- 69 The Golf Channel
- ★ 70 HBO
- ★ 71 HBO Plus
- ★ 72 HBO Signature
- ★ 73 Cinemax
- ★ 74 MoreMAX
- ★ 75 Showtime
- ★ 76 INDEMAND PPV
- 98 Leased Access
- Digital Programming**
- ⊕ 100 Style
- ⊕ 101 Game Show Network
- ⊕ 102 The Health Network
- ⊕ 103 Ovation
- ⊕ 104 BET on Jazz
- ⊕ 105 MTV2
- ⊕ 106 FOX Movie Channel
- ⊕ 107 Lifetime Movie Network
- ⊕ 108 BBC America
- ⊕ 109 C-Span-III
- ⊕ 110 CNNfn
- ⊕ 111 Bloomberg News
- ⊕ 112 Trio
- ⊕ 113 NewsWorld International
- ⊕ 130 Speedvision
- ⊕ 131 ESPN Classic Sports
- ⊕ 132 Outdoor Channel
- ⊕ 133 FOX Sports World
- ⊕ 134 ESPNEWS Network
- ⊕ 135 CNNSI
- ⊕ 150 Discovery Wings
- ⊕ 151 Discovery Science
- ⊕ 152 Discovery Health
- ⊕ 153 Discovery Kids
- ⊕ 154 Noggin
- ⊕ 155 Toon Disney
- ⊕ 179 Encore
- ⊕ 201 Disney Channel 2
- Digital Premium Channels**
- ⊖ 180 Encore Western
- ⊖ 181 Encore Love Stories
- ⊖ 182 Encore Mystery
- ⊖ 183 Encore Action
- ⊖ 184 Encore True Stories
- ⊖ 185 Encore WYOM
- ⊖ 186 Encore West
- ⊖ 220 HBO
- ⊖ 221 HBO Plus
- ⊖ 222 HBO Signature
- ⊖ 223 HBO Family
- ⊖ 224 HBO Comedy
- ⊖ 225 HBO Zone
- ⊖ 240 Cinemax
- ⊖ 241 MoreMAX
- ⊖ 242 ActionMAX
- ⊖ 243 ThrillerMAX
- ⊖ 260 Showtime
- ⊖ 261 Showtime 2
- ⊖ 262 Showtime Showcase

- ⊖ 263 Showtime Extreme
- ⊖ 264 Showtime Beyond
- ⊖ 265 Sundance
- ⊖ 280 The Movie Channel
- ⊖ 281 The Movie Channel 2
- ⊖ 282 Flix
- ⊖ 290 Starz
- ⊖ 291 Starz Theatre
- ⊖ 292 Starz BET Movies
- ⊖ 293 Starz Family
- ⊖ 294 Starz Cinema
- Digital Pay-Per-View**
- ⊖ 300 INDEMAND Previews
- ⊖ 301-331 INDEMAND PPV. (31)
- ⊖ 350 Playboy TV Pay-Per-View
- ⊖ 351 Spice Pay-Per-View
- ⊖ 352 Spice 2 Pay-Per-View
- ⊖ 353 Pleasure Pay-Per-View
- ⊖ 501-599 Seasonal Sports PPV
- Digital Music Choice**
- ⊖ 401 Showcase I
- ⊖ 402 Showcase II
- ⊖ 403 Origen's
- ⊖ 404 New Releases
- ⊖ 405 American Originals
- ⊖ 406 Sounds of The Season
- ⊖ 407 For Kids Only
- ⊖ 408 World Beat
- ⊖ 409 Body & Soul
- ⊖ 410 Classic R&B
- ⊖ 411 R&B Hits
- ⊖ 412 Dance
- ⊖ 413 Rap
- ⊖ 414 Metal
- ⊖ 415 Alternative Rock
- ⊖ 416 Progressive
- ⊖ 417 Classic Rock
- ⊖ 418 Rock Hits
- ⊖ 419 Soft Rock
- ⊖ 420 Hit List
- ⊖ 421 80's
- ⊖ 422 70's
- ⊖ 423 Solid Gold Oldies
- ⊖ 424 Today's Country
- ⊖ 425 Classic Country
- ⊖ 426 Big Band
- ⊖ 427 Singers and Standards
- ⊖ 428 Easy Listening
- ⊖ 429 Classical Masterpieces
- ⊖ 430 Light Classical
- ⊖ 431 Atmospheres
- ⊖ 432 Light Jazz
- ⊖ 433 Jazz
- ⊖ 434 Blues
- ⊖ 435 Gospel
- ⊖ 436 Contemporary Christian
- ⊖ 437 Musica Latina
- ⊖ 438 Tropical
- ⊖ 439 Mexicana
- ⊖ 440 Tejano



www.twrochester.com

■ Standard Package	⊕ Digital Channels	⊖ Digital Music Choice
★ Premium Channels	⊖ Digital Premium Channels	7/2001

**Exhibit C
Rochester System**

Prices and Packages

Cable Service Monthly Rates

Basic Service	\$ 7.50
Standard Service	\$34.25

Digital Programming/Services \$5.00 1st outlet, \$1.50 ea. additional outlet

Optional Services

HBO, Cinemax, Showtime, Starz, TMC	\$12.95 ea
Any 2 Premium Services	\$19.95
Any 3 premium	\$26.95
Any 4 premium	\$33.95
Any 5 premium	\$40.95
The Cable Guide	\$ 2.00

Channel Selector(s) & Equipment

AXS or Digital Terminal	\$ 3.99 ea.
Non-addressable selector	.88
Remote Control	.37

Other Charges

Service Protection Plan	\$ 1.00 per mn.
Wallfish (per wall)	\$65.00
Transfer	\$19.95
Returned check charge	\$20.00
Late charge	\$ 5.00

Pay-Per-View

Movies	\$3.95 ea.
Pleasure	\$6.95
Playboy	\$5.95
Special Events	per event

Lost, stolen, damaged	\$62.80 - \$500.00
equipment depending on model.	
Lost, stolen, damaged remote,	
depending on model.	\$ 8.20 - \$42.47
Vacation disconnect	\$ 5.00 per mn

Primary Trip

Primary Installation (unwired)	\$37.64
Prewired Home	\$24.44
Additional Outlet (unwired)	\$14.02 ea
Relocate Line	\$14.02

(eligible once during a 12 mn period for a minimum of 30 days and a maximum of 6 months)

Special Trip

Installation of Each Outlet	\$23.52
Field Work/Truck Trip	\$21.82
Service call/caused by customer and not covered by SPP	\$25.00

Discount rate 10% on Std Service (Must be at least 62 and participate in HEAP or Must be at least 62 and receive Medicaid and food stamps)

Road Runner Online Service

Monthly Rate (w/ Std. cable)	\$39.95	Full Installation	\$99.00
w/Basic cable only or w/o cable	\$44.95	Full Installation w/USB	\$69.00
Additional IP addresses (2) \$5.95 ea. per. mn.		Self Installation	\$49.00
		Service call	\$50.00

Residential rates. Rates, offerings and packages subject to change. Franchise fees, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges, restrictions or requirements may apply. Basic Service is required to receive Standard Service. Basic, Standard, Select Plus Service and the Explorer 2000 System are required to receive Digital Cable Service. RO-Rates effective 7/1/2001



July 26, 1999

Honorable Ralph Esposito, Supervisor
Town of Gates
1605 Buffalo Road
Rochester, NY 14624

VIA Certified Mail

Dear Supervisor Esposito:

By virtue of the Cable Communications Policy Act of 1984 (the "Act"), The Cable Television Consumer Protection and Competition Act of 1992, as well as Part 591 of the rules of the State of New York Public Service Commission (PSC), an orderly process has been established for the renewal of cable television franchises. In that regard, Time Warner Entertainment-Advance/Newhouse Partnership, hereinafter referred to as Time Warner Communications, hereby requests that the Town of Gates commence proceedings in order to afford its residents such appropriate notice and participation for the purpose of identifying the future cable-related needs of your community and to review the past performance of Time Warner Communications under the existing Franchise granted.

Time Warner Communications' current Certificate of Confirmation issued by the NYS Public Service Commission on behalf of the Town expires on May 13, 2002. In order to comply with both Federal and State requirements, Time Warner Communications hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C.546 (a).

At the same time, we respectfully call your attention to Section 626(h) of the Act, which permits the municipality to adopt a less formal renewal procedure wherein we would submit a proposal for renewal of the franchise without the necessity of the proceedings described in Section 626(a). For your review, a copy of Section 626 of the Act is enclosed. We will be happy to comply with whichever procedure the municipality elects to follow and would gladly discuss the above options with you at your convenience.

We look forward to working with you during the renewal process and continuing to provide your residents, and our customers, with quality cable television service at reasonable rates.

Sincerely,



Brian B. Wirth

Vice President, Government Affairs

BBW:adc

Enclosure

c: Thomas E. Adams, Division President
Debra Renner, Public Service Commission
Craig D'Agostini, Paralegal

Measured Frequency Report

Site Name: Gates **Site Title: Gates/Greece HE1000**
Reading Title: Frequency Reading **S/N: 5R061587**

Date: 01/09/01 **Time: 09:50** **Temp: 86.6 °F** **Input Volt: N/A**

Chn Num	Visual Reads	Error KHz	Aural Reads	Vis & Aur Reads	Separation Error KHz
2	55.250670	0.670	59.750670	4.500000	0.000
3	61.247860	-2.140	65.747900	4.500040	0.040
4	67.249760	-0.240	71.749790	4.500030	0.030
5	77.251410	1.410	81.751440	4.500030	0.030
6	83.251160	1.160	87.750860	4.499700	-0.300
7	175.248110	-1.890	179.748070	4.499960	-0.040
8	181.250200	0.200	185.750100	4.499900	-0.100
9	187.250200	0.200	191.750110	4.499910	-0.090
10	193.260020	-2.480	197.760010	4.499990	-0.010
11	199.248760	-1.240	203.748940	4.500180	0.180
12	205.250030	0.030	209.750040	4.500010	0.010
13	211.240220	-9.780	215.740050	4.499830	-0.170
15	127.261540	-0.960	131.761370	4.499830	-0.170
16	133.261540	-0.960	137.761350	4.499810	-0.190
17	139.253840	3.840	143.753900	4.500060	0.060
18	145.247440	-2.560	149.747460	4.500020	0.020
19	151.177580	-1.420	155.677590	4.500010	0.010
20	157.250740	0.740	161.750680	4.499940	-0.060
21	163.249570	-0.430	167.749460	4.499890	-0.110
22	169.244700	-5.300	173.744700	4.500000	0.000
23	217.250360	0.360	221.750320	4.499960	-0.040
24	223.250140	0.140	227.750160	4.500020	0.020
25	229.260640	-1.860	233.760690	4.500050	0.050
26	235.262060	-0.440	239.762160	4.500100	0.100
27	241.263660	1.160	245.763620	4.499960	-0.040
28	247.261270	-1.230	251.761070	4.499800	-0.200
29	253.263940	1.440	257.763670	4.499730	-0.270
30	259.261220	-1.280	263.761220	4.500000	0.000
31	265.260690	-1.810	269.760600	4.499910	-0.090
32	271.263240	0.740	275.763210	4.499970	-0.030
33	277.260780	-1.720	281.760930	4.500150	0.150
34	283.261950	-0.550	287.761980	4.500030	0.030
35	289.260850	-1.650	293.760780	4.499930	-0.070
36	295.261310	-1.190	299.761410	4.500100	0.100
37	301.262110	-0.390	305.762100	4.499990	-0.010
38	307.260000	-2.500	311.760020	4.500020	0.020
39	313.260780	-1.720	317.760810	4.500030	0.030
40	319.262060	-0.440	323.762080	4.500020	0.020
41	325.259780	-2.720	329.759790	4.500010	0.010
42	331.271590	-3.410	335.771480	4.499890	-0.110
43	337.260960	-1.540	341.760920	4.499960	-0.040
44	343.261460	-1.040	347.761400	4.499940	-0.060
45	349.261910	-0.590	353.761870	4.499960	-0.040

(1)

Time Warner Communications
 Rochester, N.Y.

Measured Frequency Report

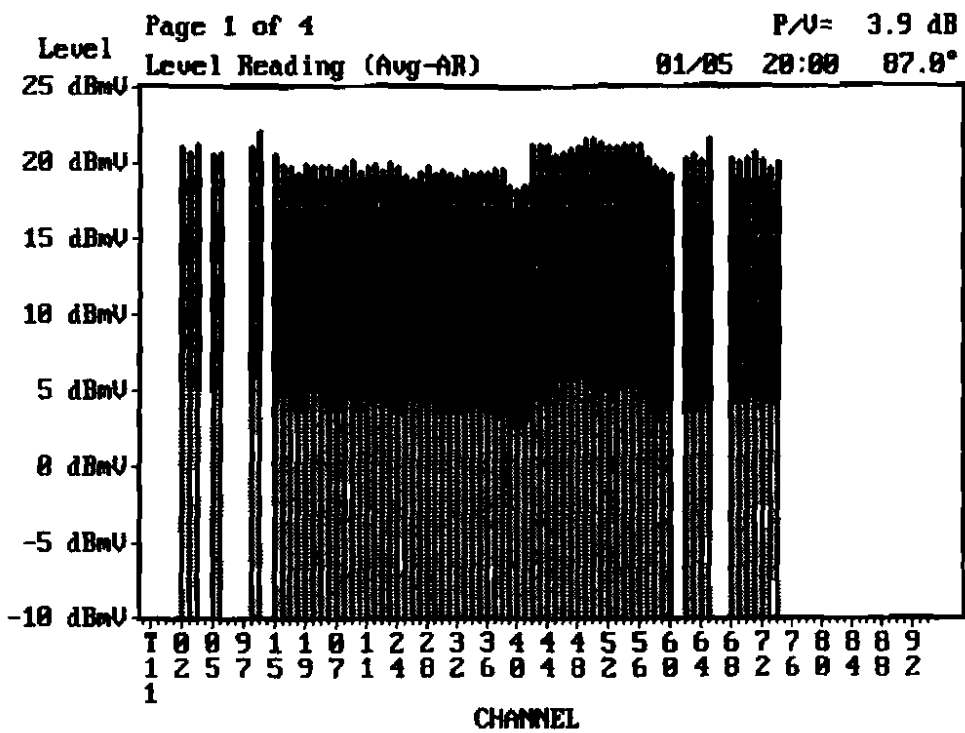
Site Name: Gates **Site Title: Gates/Greece HE1000**
Reading Title: Frequency Reading **S/N: 5R061587**

Date: 01/09/01 **Time: 09:50** **Temp: 86.6 °F** **Input Volt: N/A**

Chn Num	Visual		Aural Reads	Vis & Aur Separation	
	Reads	Error KHz		Reads	Error KHz
46	355.259560	-2.940	359.759600	4.500040	0.040
47	361.262930	0.430	365.762870	4.499940	-0.060
48	367.257770	-4.730	371.757750	4.499980	-0.020
49	373.260780	-1.720	377.760770	4.499990	-0.010
50	379.259580	-2.920	383.759520	4.499940	-0.060
51	385.260220	-2.280	389.760200	4.499980	-0.020
52	391.262310	-0.190	395.762320	4.500010	0.010
53	397.259210	-3.290	401.759160	4.499950	-0.050
54	403.244520	-5.480	407.744460	4.499940	-0.060
55	409.252300	2.300	413.752290	4.499990	-0.010
56	415.249640	-0.360	419.749620	4.499980	-0.020
57	421.249210	-0.790	425.749110	4.499900	-0.100
58	427.248750	-1.250	431.748720	4.499970	-0.030
59	433.247350	-2.650	437.747340	4.499990	-0.010
60	439.247620	-2.380	443.747600	4.499980	-0.020
62	451.251020	1.020	455.750850	4.499830	-0.170
63	457.272460	-2.540	461.772350	4.499890	-0.110
64	463.247950	-2.050	467.747910	4.499960	-0.040
65	469.250040	0.040	473.750020	4.499980	-0.020
68	487.244140	-5.860	491.744240	4.500100	0.100
69	493.249610	-0.390	497.749460	4.499850	-0.150
70	499.247630	-2.370	503.747620	4.499990	-0.010
71	505.245940	-4.060	509.745930	4.499990	-0.010
72	511.245660	8.160	515.745260	4.499600	-0.400
73	517.248650	-1.350	521.748640	4.499990	-0.010
74	523.246670	-3.330	527.746650	4.499980	-0.020
98	109.274320	-0.680	113.774360	4.500040	0.040
99	115.276360	1.360	119.776280	4.499920	-0.080

Spectrum Graph

Gates



Measured Levels Report

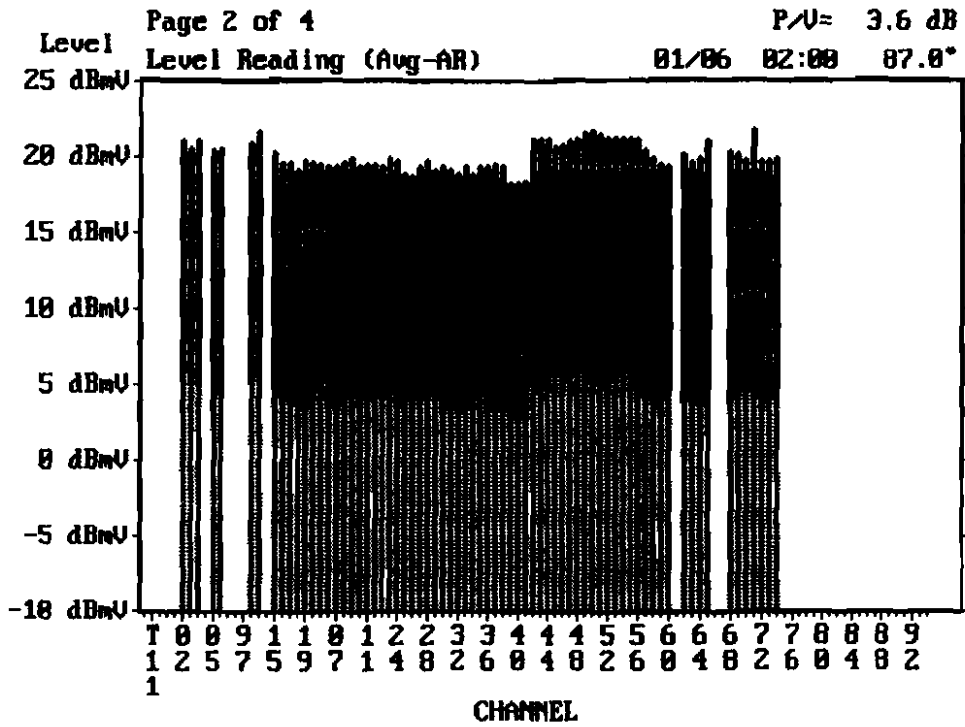
Site Name: Gates **Site Title: Gates/Greece HE1000**
S/N: 5R061587
Reading Title: Level Reading (Avg-AR) **P/V - 3.9**

Date: 01/05/01 **Time: 20:00** **Temp: 87.0 °F** **Input Volt: N/A**

Chn Num	Visual Levels			Visual & Aural Separation			Aural Reads	Lower Aural Err	Upper Video Err
	Norm	Reads	Error	Norm	Reads	Error			
44	23.9	21.1	-2.8	15.9	17.1	1.2	4.0		
45	23.0	20.5	-2.5	15.8	15.0	-0.8	5.5		
46	23.6	20.7	-2.9	15.9	16.5	0.6	4.2		
47	23.2	20.9	-2.3	15.6	15.4	-0.2	5.5		
48	23.4	21.0	-2.4	16.0	15.4	-0.6	5.6		
49	23.4	21.5	-1.9	16.3	15.6	-0.7	5.9		
50	24.1	21.6	-2.5	16.1	16.7	0.6	4.9		
51	23.2	21.3	-1.9	16.2	16.6	0.4	4.7		
52	23.0	21.0	-2.0	15.8	16.3	0.5	4.7		
53	23.2	21.0	-2.2	16.2	16.1	-0.1	4.9		
54	23.0	21.1	-1.9	16.2	15.8	-0.4	5.3		
55	22.9	21.1	-1.8	16.1	15.8	-0.3	5.3		
56	22.8	21.1	-1.7	16.3	16.7	0.4	4.4		
57	22.7	20.3	-2.4	15.9	16.0	0.1	4.3		
58	22.2	19.7	-2.5	16.5	15.9	-0.6	3.8		
59	21.6	19.5	-2.1	15.6	16.8	1.2	2.7		
60	21.3	19.2	-2.1	15.8	15.1	-0.7	4.1		
62	21.4	20.2	-1.2	15.9	16.7	0.8	3.5		
63	23.6	20.5	-3.1	17.8	17.2	-0.6	3.3		
64	22.5	20.1	-2.4	16.0	16.6	0.6	3.5		
65	24.0	21.5	-2.5	18.0	17.3	-0.7	4.2		
68	21.4	20.2	-1.2	15.6	16.4	0.8	3.8		
69	21.4	20.0	-1.4	16.0	16.0	0.0	4.0		
70	22.6	20.3	-2.3	16.8	16.0	-0.8	4.3		
71	21.5	20.6	-0.9	15.6	16.2	0.6	4.4		
72	21.7	20.1	-1.6	16.6	16.7	0.1	3.4		
73	20.1	19.6	-0.5	16.7	15.6	-1.1	4.0		
74	18.9	20.0	1.1	15.6	16.2	0.6	3.8		
98	22.9	21.0	-1.9	16.2	16.2	0.0	4.8		
99	23.3	22.1	-1.2	16.7	16.2	-0.5	5.9		

Spectrum Graph

Gates



Measured Levels Report

Site Name: Gates Site Title: Gates/Greece HE1000
 S/N: 5R061587
 Reading Title: Level Reading (Avg-AR) P/V - 3.6

Date: 01/06/01 Time: 02:00 Temp: 87.0 °F Input Volt: N/A

Chn Num	Visual Levels			Visual & Aural Separation			Aural Reads	Lower Aural Err	Upper Video Err
	Norm	Reads	Error	Norm	Reads	Error			
2	23.4	21.0	-2.4	16.0	15.4	-0.6	5.6		
3	22.5	20.5	-2.0	15.7	15.6	-0.1	4.9		
4	22.7	21.0	-1.7	16.1	16.2	0.1	4.8		
5	22.1	20.4	-1.7	16.1	16.4	0.3	4.0		
6	22.1	20.5	-1.6	16.3	16.3	0.0	4.2		
7	22.0	19.4	-2.6	16.1	16.2	0.1	3.2		
8	21.7	19.6	-2.1	15.5	15.6	0.1	4.0		
9	22.2	19.9	-2.3	16.1	15.9	-0.2	4.0		
10	21.9	19.3	-2.6	16.4	16.0	-0.4	3.3		
11	22.0	19.5	-2.5	15.6	15.4	-0.2	4.1		
12	22.3	19.5	-2.8	15.6	15.5	-0.1	4.0		
13	21.3	19.4	-1.9	15.2	15.5	0.3	3.9		
15	20.5	20.2	-0.3	16.2	16.2	0.0	4.0		
16	21.8	19.6	-2.2	15.5	15.3	-0.2	4.3		
17	21.9	19.6	-2.3	16.1	16.0	-0.1	3.6		
18	21.4	19.1	-2.3	15.6	15.7	0.1	3.4		
19	21.8	19.7	-2.1	16.1	16.5	0.4	3.2		
20	21.5	19.6	-1.9	15.8	15.2	-0.6	4.4		
21	22.0	19.5	-2.5	15.6	15.7	0.1	3.8		
22	22.4	19.4	-3.0	16.4	16.1	-0.3	3.3		
23	21.2	19.9	-1.3	16.0	15.7	-0.3	4.2		
24	21.2	19.7	-1.5	16.3	16.4	0.1	3.3		
25	21.0	18.9	-2.1	15.4	15.0	-0.4	3.9		
26	21.4	18.7	-2.7	15.6	14.8	-0.8	3.9		
27	21.7	19.3	-2.4	15.3	15.5	0.2	3.8		
28	22.4	19.7	-2.7	15.9	15.9	0.0	3.8		
29	21.6	19.1	-2.5	14.8	15.0	0.2	4.1		
30	21.9	19.3	-2.6	16.3	16.4	0.1	2.9		
31	21.6	19.1	-2.5	15.7	15.9	0.2	3.2		
32	21.3	18.8	-2.5	15.5	15.8	0.3	3.0		
33	21.5	19.4	-2.1	16.0	16.2	0.2	3.2		
34	21.7	18.9	-2.8	15.9	15.7	-0.2	3.2		
35	21.7	19.3	-2.4	15.9	15.2	-0.7	4.1		
36	21.6	19.3	-2.3	16.0	16.2	0.2	3.1		
37	21.3	19.5	-1.8	16.4	16.4	0.0	3.1		
38	20.5	19.4	-1.1	17.1	16.3	-0.8	3.1		
39	20.6	18.2	-2.4	15.7	15.6	-0.1	2.6		
40	20.9	18.2	-2.7	15.9	15.9	0.0	2.3		
41	21.3	18.3	-3.0	15.7	15.7	0.0	2.6		
42	23.0	21.1	-1.9	16.3	16.3	0.0	4.8		
43	22.9	21.1	-1.8	16.3	16.6	0.3	4.5		

Measured Levels Report

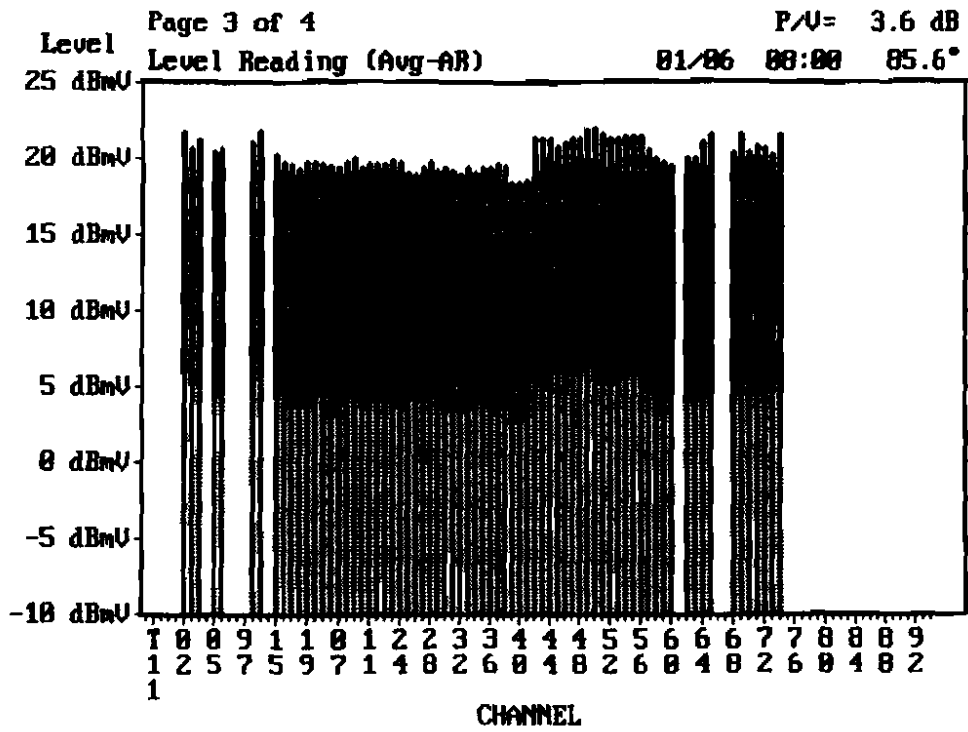
Site Name: Gates **Site Title: Gates/Greece HE1000**
S/N: 5R061587
Reading Title: Level Reading (Avg-AR) **P/V - 3.6**

Date: 01/06/01 **Time: 02:00** **Temp: 87.0 °F** **Input Volt: N/A**

Chn Num	Visual Levels			Visual & Aural Separation			Aural Reads	Lower Aural Err	Upper Video Err
	Norm	Reads	Error	Norm	Reads	Error			
44	23.9	21.1	-2.8	15.9	16.8	0.9	4.3		
45	23.0	20.7	-2.3	15.8	15.1	-0.7	5.6		
46	23.6	20.8	-2.8	15.9	16.7	0.8	4.1		
47	23.2	21.0	-2.2	15.6	15.8	0.2	5.2		
48	23.4	21.2	-2.2	16.0	15.5	-0.5	5.7		
49	23.4	21.6	-1.8	16.3	15.7	-0.6	5.9		
50	24.1	21.7	-2.4	16.1	16.8	0.7	4.9		
51	23.2	21.4	-1.8	16.2	16.6	0.4	4.8		
52	23.0	21.1	-1.9	15.8	16.4	0.6	4.7		
53	23.2	21.1	-2.1	16.2	15.9	-0.3	5.2		
54	23.0	21.2	-1.8	16.2	15.6	-0.6	5.6		
55	22.9	21.2	-1.7	16.1	15.9	-0.2	5.3		
56	22.8	21.2	-1.6	16.3	16.7	0.4	4.5		
57	22.7	20.4	-2.3	15.9	16.0	0.1	4.4		
58	22.2	19.9	-2.3	16.5	16.0	-0.5	3.9		
59	21.6	19.5	-2.1	15.6	16.8	1.2	2.7		
60	21.3	19.3	-2.0	15.8	15.2	-0.6	4.1		
62	21.4	20.1	-1.3	15.9	16.4	0.5	3.7		
63	23.6	19.6	-4.0	17.8	16.2	-1.6	3.4		
64	22.5	19.9	-2.6	16.0	16.5	0.5	3.4		
65	24.0	21.0	-3.0	18.0	16.9	-1.1	4.1		
68	21.4	20.3	-1.1	15.6	16.6	1.0	3.7		
69	21.4	20.1	-1.3	16.0	16.0	0.0	4.1		
70	22.6	19.8	-2.8	16.8	15.4	-1.4	4.4		
71	21.5	21.8	0.3	15.6	17.2	1.6	4.6		
72	21.7	19.7	-2.0	16.6	16.6	0.0	3.1		
73	20.1	19.8	-0.3	16.7	16.0	-0.7	3.8		
74	18.9	19.9	1.0	15.6	16.0	0.4	3.9		
98	22.9	20.9	-2.0	16.2	15.8	-0.4	5.1		
99	23.3	21.7	-1.6	16.7	16.0	-0.7	5.7		

Spectrum Graph

Gates



Measured Levels Report

Site Name: Gates Site Title: Gates/Greece HE1000
S/N: 5R061587
Reading Title: Level Reading (Avg-AR) P/V - 3.6

Date: 01/06/01 Time: 08:00 Temp: 85.6 °F Input Volt: N/A

Chn Num	Visual Levels			Visual & Aural Separation			Aural Reads	Lower Aural Err	Upper Video Err
	Norm	Reads	Error	Norm	Reads	Error			
2	23.4	21.7	-1.7	16.0	15.8	-0.2	5.9		
3	22.5	20.6	-1.9	15.7	15.6	-0.1	5.0		
4	22.7	21.2	-1.5	16.1	16.4	0.3	4.8		
5	22.1	20.4	-1.7	16.1	16.3	0.2	4.1		
6	22.1	20.6	-1.5	16.3	16.3	0.0	4.3		
7	22.0	19.4	-2.6	16.1	16.0	-0.1	3.4		
8	21.7	19.7	-2.0	15.5	15.6	0.1	4.1		
9	22.2	20.0	-2.2	16.1	15.9	-0.2	4.1		
10	21.9	19.3	-2.6	16.4	16.0	-0.4	3.3		
11	22.0	19.6	-2.4	15.6	15.5	-0.1	4.1		
12	22.3	19.6	-2.7	15.6	15.5	-0.1	4.1		
13	21.3	19.6	-1.7	15.2	15.7	0.5	3.9		
15	20.5	20.3	-0.2	16.2	16.2	0.0	4.1		
16	21.8	19.7	-2.1	15.5	15.3	-0.2	4.4		
17	21.9	19.6	-2.3	16.1	16.2	0.1	3.4		
18	21.4	19.2	-2.2	15.6	15.7	0.1	3.5		
19	21.8	19.8	-2.0	16.1	16.3	0.2	3.5		
20	21.5	19.7	-1.8	15.8	15.3	-0.5	4.4		
21	22.0	19.6	-2.4	15.6	15.4	-0.2	4.2		
22	22.4	19.5	-2.9	16.4	16.7	0.3	2.8		
23	21.2	19.9	-1.3	16.0	15.8	-0.2	4.1		
24	21.2	19.7	-1.5	16.3	16.3	0.0	3.4		
25	21.0	19.0	-2.0	15.4	15.1	-0.3	3.9		
26	21.4	18.8	-2.6	15.6	14.8	-0.8	4.0		
27	21.7	19.3	-2.4	15.3	15.5	0.2	3.8		
28	22.4	19.8	-2.6	15.9	15.9	0.0	3.9		
29	21.6	19.1	-2.5	14.8	15.0	0.2	4.1		
30	21.9	19.4	-2.5	16.3	16.3	0.0	3.1		
31	21.6	19.1	-2.5	15.7	15.9	0.2	3.2		
32	21.3	18.9	-2.4	15.5	15.8	0.3	3.1		
33	21.5	19.4	-2.1	16.0	16.2	0.2	3.2		
34	21.7	19.0	-2.7	15.9	15.7	-0.2	3.3		
35	21.7	19.4	-2.3	15.9	15.2	-0.7	4.2		
36	21.6	19.4	-2.2	16.0	16.2	0.2	3.2		
37	21.3	19.6	-1.7	16.4	16.6	0.2	3.0		
38	20.5	19.5	-1.0	17.1	16.2	-0.9	3.3		
39	20.6	18.3	-2.3	15.7	15.8	0.1	2.5		
40	20.9	18.3	-2.6	15.9	15.9	0.0	2.4		
41	21.3	18.4	-2.9	15.7	15.6	-0.1	2.8		
42	23.0	21.3	-1.7	16.3	16.2	-0.1	5.1		
43	22.9	21.3	-1.6	16.3	16.7	0.4	4.6		

Measured Levels Report

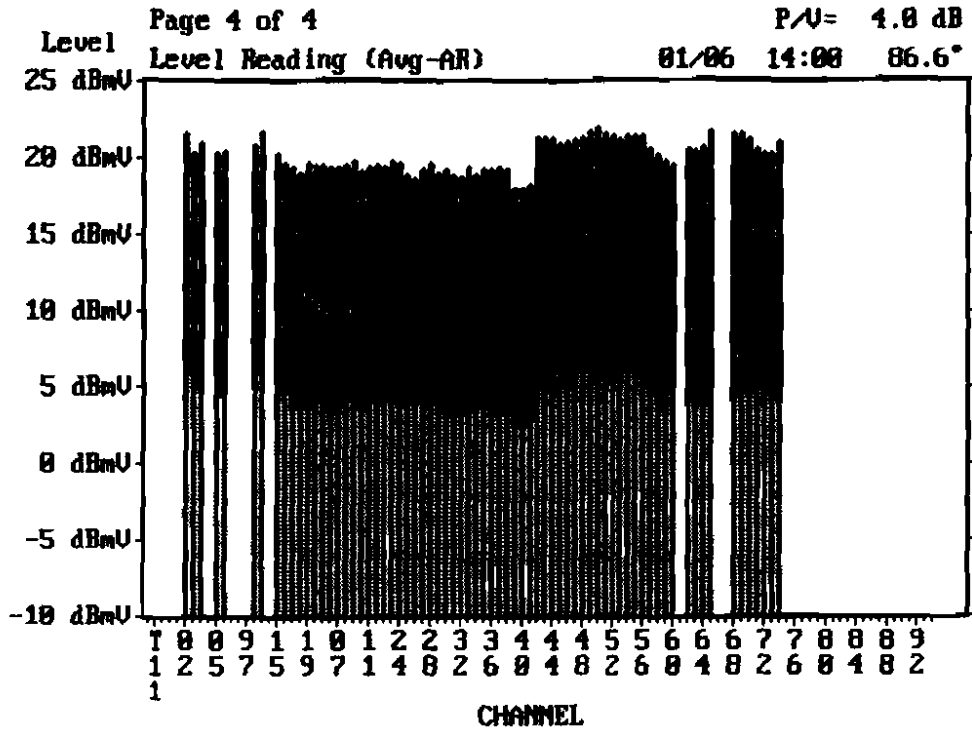
Site Name: Gates **Site Title: Gates/Greece HE1000**
S/N: 5R061587
Reading Title: Level Reading (Avg-AR) **P/V - 3.6**

Date: 01/06/01 **Time: 08:00** **Temp: 85.6 °F** **Input Volt: N/A**

Chn Num	Visual Levels			Visual & Aural Separation			Aural Reads	Lower Aural Err	Upper Video Err
	Norm	Reads	Error	Norm	Reads	Error			
44	23.9	21.3	-2.6	15.9	17.0	1.1	4.3		
45	23.0	20.8	-2.2	15.8	15.0	-0.8	5.8		
46	23.6	21.0	-2.6	15.9	16.7	0.8	4.3		
47	23.2	21.3	-1.9	15.6	15.7	0.1	5.6		
48	23.4	21.3	-2.1	16.0	15.5	-0.5	5.8		
49	23.4	21.8	-1.6	16.3	15.7	-0.6	6.1		
50	24.1	21.9	-2.2	16.1	16.7	0.6	5.2		
51	23.2	21.6	-1.6	16.2	16.6	0.4	5.0		
52	23.0	21.3	-1.7	15.8	16.4	0.6	4.9		
53	23.2	21.3	-1.9	16.2	16.1	-0.1	5.2		
54	23.0	21.4	-1.6	16.2	16.0	-0.2	5.4		
55	22.9	21.4	-1.5	16.1	15.8	-0.3	5.6		
56	22.8	21.4	-1.4	16.3	16.7	0.4	4.7		
57	22.7	20.5	-2.2	15.9	16.1	0.2	4.4		
58	22.2	20.0	-2.2	16.5	16.0	-0.5	4.0		
59	21.6	19.8	-1.8	15.6	16.9	1.3	2.9		
60	21.3	19.5	-1.8	15.8	15.2	-0.6	4.3		
62	21.4	20.0	-1.4	15.9	16.1	0.2	3.9		
63	23.6	20.0	-3.6	17.8	16.4	-1.4	3.6		
64	22.5	21.0	-1.5	16.0	17.1	1.1	3.9		
65	24.0	21.6	-2.4	18.0	17.3	-0.7	4.3		
68	21.4	20.4	-1.0	15.6	16.7	1.1	3.7		
69	21.4	21.5	0.1	16.0	17.3	1.3	4.2		
70	22.6	20.4	-2.2	16.8	16.3	-0.5	4.1		
71	21.5	20.8	-0.7	15.6	16.0	0.4	4.8		
72	21.7	20.6	-1.1	16.6	16.9	0.3	3.7		
73	20.1	20.3	0.2	16.7	15.9	-0.8	4.4		
74	18.9	21.6	2.7	15.6	17.5	1.9	4.1		
98	22.9	21.0	-1.9	16.2	15.9	-0.3	5.1		
99	23.3	21.8	-1.5	16.7	16.0	-0.7	5.8		

Spectrum Graph

Gates



Test-Point Notes

Date: 01/10/01

System: FCC_2000

Test Report: PC020101

Description: FCC Test January 2001

Trunk Cascade:

Dist. Cascade: 3 Amps

Tap Value: 11/4 way

****Error - Minimum Level Test Failure -** Since the last FCC test was performed, channels 61, 66 & 67 have been converted from analog signals to digital compression. Due to The Cheetah System's inability to accurately measure such channels, these specific channels had to be deleted from this test.

Six Month Stability Test Failure - Problem was traced back to the Gates Hubsite, problem was found and corrected by Headend technicians as shown by further tests.

Adjacent Channel Visual Level Test Failure - Same problem traced back to Gates Hubsite as stated above.

FCC Compliance Pass/Fail Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Trunk Cascade:
Dist. Cascade: 3 Amps
Tap Value: 11/4 way

RF Signal Test Results	Pass	Fail	FCC Specifications
* Headend visual-aural frequency.. separation within limits.....	X		4.50 MHz +/-5.00 KHz
* Minimum visual levels after subscriber converter.....	X		0.0 dBmV
OR after 100 ft. drop.....			3.0 dBmV
* Visual level stability over 6... months.....		X	8.0 dB max variation
* Adjacent channel visual levels..		X	3.0 dB (+/-)
* Visual level peak-to-valley (PV) over 24 hours.....	X		10.0 dB first 300 Mhz + 1.0 dB per add. 100 Mhz
* Minimum level input to converter		X	-7.0 dB (See mfg. specs)
* Maximum level input to converter	X		20.0 dB (See mfg. specs)
* Visual-aural level separation... ..	X		10.0 dB minimum 18.0 dB maximum
* In-channel frequency response... (ICFR).....	X		2.0 dB (+/-)
* Carrier-to-noise ratio (C/N)....	X		43.0 dB
* Composite second-order (CSO)....	X		51.0 dB
* Composite triple beat (CTB).....	X		51.0 dB
* Visual level hum (Hum).....	X		3.00 %

Drop-loss devices used in level calculations for this test-point

1. MULTI TAP 9411
2. RG 6 CABLE F660BVV

Converter used in test-point level test

1. BaseBand - Model#: 8600x

Headend Frequency Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Rdg Date: 01/09/01
 Rdg Time: 09:50
 Rdg Temp: 86.6°

Chn	Visual Freq.(MHz)	Aural Freq.(MHz)	Separation Freq.(MHz)	Error
2	55.250670	59.750670	4.500000	
3	61.247860	65.747900	4.500040	
4	67.249760	71.749790	4.500030	
5	77.251410	81.751440	4.500030	
6	83.251160	87.750860	4.499700	
7	175.248110	179.748070	4.499960	
8	181.250200	185.750100	4.499900	
9	187.250200	191.750110	4.499910	
10	193.260020	197.760010	4.499990	
11	199.248760	203.748940	4.500180	
12	205.250030	209.750040	4.500010	
13	211.240220	215.740050	4.499830	
15	127.261540	131.761370	4.499830	
16	133.261540	137.761350	4.499810	
17	139.253840	143.753900	4.500060	
18	145.247440	149.747460	4.500020	
19	151.177580	155.677590	4.500010	
20	157.250740	161.750680	4.499940	
21	163.249570	167.749460	4.499890	
22	169.244700	173.744700	4.500000	
23	217.250360	221.750320	4.499960	
24	223.250140	227.750160	4.500020	
25	229.260640	233.760690	4.500050	
26	235.262060	239.762160	4.500100	
27	241.263660	245.763620	4.499960	
28	247.261270	251.761070	4.499800	
29	253.263940	257.763670	4.499730	
30	259.261220	263.761220	4.500000	
31	265.260690	269.760600	4.499910	
32	271.263240	275.763210	4.499970	
33	277.260780	281.760930	4.500150	
34	283.261950	287.761980	4.500030	
35	289.260850	293.760780	4.499930	
36	295.261310	299.761410	4.500100	
37	301.262110	305.762100	4.499990	
38	307.260000	311.760020	4.500020	
39	313.260780	317.760810	4.500030	
40	319.262060	323.762080	4.500020	
41	325.259780	329.759790	4.500010	
42	331.271590	335.771480	4.499890	
43	337.260960	341.760920	4.499960	

Headend Frequency Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Rdg Date: 01/09/01
Rdg Time: 09:50
Rdg Temp: 86.6°

Chn	Visual Freq.(MHz)	Aural Freq.(MHz)	Separation Freq.(MHz)	Error
44	343.261460	347.761400	4.499940	
45	349.261910	353.761870	4.499960	
46	355.259560	359.759600	4.500040	
47	361.262930	365.762870	4.499940	
48	367.257770	371.757750	4.499980	
49	373.260780	377.760770	4.499990	
50	379.259580	383.759520	4.499940	
51	385.260220	389.760200	4.499980	
52	391.262310	395.762320	4.500010	
53	397.259210	401.759160	4.499950	
54	403.244520	407.744460	4.499940	
55	409.252300	413.752290	4.499990	
56	415.249640	419.749620	4.499980	
57	421.249210	425.749110	4.499900	
58	427.248750	431.748720	4.499970	
59	433.247350	437.747340	4.499990	
60	439.247620	443.747600	4.499980	
62	451.251020	455.750850	4.499830	
63	457.272460	461.772350	4.499890	
64	463.247950	467.747910	4.499960	
65	469.250040	473.750020	4.499980	
68	487.244140	491.744240	4.500100	
69	493.249610	497.749460	4.499850	
70	499.247630	503.747620	4.499990	
71	505.245940	509.745930	4.499990	
72	511.245660	515.745260	4.499600	
73	517.248650	521.748640	4.499990	
74	523.246670	527.746650	4.499980	
98	109.274320	113.774360	4.500040	
99	115.276360	119.776280	4.499920	

Twenty-Four Hour Level Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Trunk Cascade:
 Dist. Cascade: 3 Amps
 Tap Value: 11/4 way

Chn	Dt:01/08	Dt:01/08	Dt:01/09	Dt:01/09	Minimum Level		Aural Sep Lvl (dbc)
	Tm:16:00 °F:75.4	Tm:22:00 °F:69	Tm:04:00 °F:65.9	Tm:10:00 °F:64.4	At Converter Input (dBmV)	Output (dBmV)	
2	13.8	14.5	13.7	13.7	13.7	9.0	15.0
3	13.6	13.6	13.6	13.6	13.6	9.0	15.0
4	13.6	13.7	13.7	14.0	13.6	9.0	15.0
5	13.3	13.2	13.2	13.3	13.2	9.0	15.0
6	13.3	13.4	13.4	13.3	13.3	9.0	15.0
7	13.8	13.7	13.8	13.8	13.7	9.0	15.0
8	13.6	13.7	13.8	13.8	13.6	9.0	15.0
9	13.5	13.8	13.9	13.9	13.5	9.0	15.0
10	12.7	12.8	12.9	12.9	12.7	9.0	15.0
11	12.6	12.8	13.0	12.9	12.6	9.0	15.0
12	12.4	12.7	12.8	12.7	12.4	9.0	15.0
13	12.8	12.8	12.9	12.7	12.7	9.0	15.0
15	12.6	12.6	12.7	12.7	12.6	9.0	15.0
16	12.4	12.5	12.6	12.6	12.4	9.0	15.0
17	12.6	12.7	12.8	12.7	12.6	9.0	15.0
18	12.6	12.7	12.8	12.8	12.6	9.0	15.0
19	12.9	13.0	13.1	13.0	12.9	9.0	15.0
20	13.4	13.5	13.6	13.6	13.4	9.0	15.0
21	13.5	13.6	13.7	13.7	13.5	9.0	15.0
22	13.2	13.4	13.5	13.5	13.2	9.0	15.0
23	11.9	12.1	12.2	12.2	11.9	9.0	15.0
24	11.6	11.8	11.9	11.9	11.6	9.0	15.0
25	11.5	11.4	11.4	11.3	11.3	9.0	15.0
26	11.6	11.5	11.7	11.7	11.5	9.0	15.0
27	11.6	11.8	11.9	11.9	11.6	9.0	15.0
28	12.4	12.4	12.5	12.4	12.4	9.0	15.0
29	11.4	11.9	12.0	11.9	11.4	9.0	15.0
30	11.7	12.1	12.3	12.3	11.7	9.0	15.0
31	12.1	11.9	12.1	12.0	11.9	9.0	15.0
32	11.2	11.6	11.7	11.7	11.2	9.0	15.0
33	11.9	12.2	12.4	12.4	11.9	9.0	15.0
34	12.4	12.1	12.2	12.1	12.1	9.0	15.0
35	11.4	11.9	12.0	12.0	11.4	9.0	15.0
36	12.0	12.4	12.5	12.5	12.0	9.0	15.0
37	11.9	11.8	11.9	11.9	11.8	9.0	15.0
38	10.6	11.2	11.3	11.1	10.6	9.0	15.0
39	10.3 Lo	10.7	10.9	10.9	10.3	9.0	15.0
40	11.0	11.0	11.1	11.0	11.0	9.0	15.0
41	10.4*	11.0	11.1	11.2	10.4	9.0	15.0

Twenty-Four Hour Level Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Trunk Cascade:
 Dist. Cascade: 3 Amps
 Tap Value: 11/4 way

Chn	Dt:01/08	Dt:01/08	Dt:01/09	Dt:01/09	Minimum Level		Aural Sep Lvl (dbc)
	Tm:16:00 °F:75.4	Tm:22:00 °F:69	Tm:04:00 °F:65.9	Tm:10:00 °F:64.4	At Converter Input (dBmV)	Output (dBmV)	
42	13.5	13.7	13.9	13.8	13.5	9.0	15.0
43	14.1	13.9	14.2	14.2	13.9	9.0	15.0
44	13.4	13.8	14.1	14.0	13.4	9.0	15.0
45	13.9	14.2	14.9	14.8	13.9	9.0	15.0
46	13.8	13.7	14.1	13.9	13.7	9.0	15.0
47	13.6	13.9	14.6	14.5	13.6	9.0	15.0
48	14.2	14.5	15.0	14.9	14.2	9.0	15.0
49	14.6 Hi	14.7 Hi	15.1 Hi	14.9	14.6	9.0	15.0
50	14.4	14.6	15.1	15.0 Hi	14.4	9.0	15.0
51	13.0	13.5	13.8	13.8	13.0	9.0	15.0
52	13.4	13.5	13.9	13.8	13.4	9.0	15.0
53	13.7	13.9	14.2	14.1	13.7	9.0	15.0
54	13.6	13.9	14.2	14.1	13.6	9.0	15.0
55	12.5	13.0	13.4	13.3	12.5	9.0	15.0
56	12.5	13.2	13.5	13.3	12.5	9.0	15.0
57	12.0	12.1	12.5	12.4	12.0	9.0	15.0
58	11.3	11.3	12.0	11.8	11.3	9.0	15.0
59	10.8	10.9	11.4	11.3	10.8	9.0	15.0
60	10.8	10.8	11.2	11.3	10.8	9.0	15.0
62	11.1	12.4	12.2	12.5	11.1	9.0	15.0
63	10.7	11.0	11.6	12.2	10.7	9.0	15.0
64	11.1	11.0	11.1	11.0	11.0	9.0	15.0
65	12.2	12.3	12.7	11.5	11.5	9.0	15.0
68	12.3	12.0	12.6	12.5	12.0	9.0	15.0
69	11.2	11.1	12.0	12.3	11.1	9.0	15.0
70	10.5	10.6 Lo	10.7 Lo	10.8 Lo	10.5	9.0	15.0
71	12.6	12.7	11.5	11.6	11.5	9.0	15.0
72	11.6	11.3	11.0	10.9	10.9	9.0	15.0
73	10.7	12.6	11.6	11.0	10.7	9.0	15.0
74	11.4	11.3	11.0	11.7	11.0	9.0	15.0
98	11.9	11.7	11.9	12.2	11.7	9.0	15.0
99	12.7	13.7	13.1	12.6	12.6	9.0	15.0
Min:	10.3	10.6	10.7	10.8			
Max:	14.6	14.7	15.1	15.0			
P/V:	4.3	4.1	4.4	4.2			

Six Month Level Stability Report

Date: 01/10/01

System: FCC_2000

Test Report: PC020101

Description: FCC Test January 2001

Trunk Cascade:

Dist. Cascade: 3 Amps

Tap Value: 11/4 way

Chn	Current 01/10/01		Previous 07/31/00		Diff. Lvl dB	Error
	Minimum Lvl dB	Maximum Lvl dB	Minimum Lvl dB	Maximum Lvl dB		
2	13.7	14.5	10.6	12.9	3.9	
3	13.6	13.6	11.0	12.5	2.6	
4	13.6	14.0	11.0	12.6	3.0	
5	13.2	13.3	10.1	11.7	3.2	
6	13.3	13.4	10.0	12.0	3.4	
7	13.7	13.8	9.9	12.2	3.9	
8	13.6	13.8	9.9	12.1	3.9	
9	13.5	13.9	9.7	11.9	4.2	
10	12.7	12.9	9.4	11.5	3.5	
11	12.6	13.0	9.5	11.6	3.5	
12	12.4	12.8	8.7	10.7	4.1	
13	12.7	12.9	9.0	11.0	3.9	
15	12.6	12.7	8.7	10.5	4.0	
16	12.4	12.6	9.1	11.0	3.5	
17	12.6	12.8	9.5	11.3	3.3	
18	12.6	12.8	9.6	11.3	3.2	
19	12.9	13.1	9.9	11.6	3.2	
20	13.4	13.6	9.9	11.8	3.7	
21	13.5	13.7	10.3	12.2	3.4	
22	13.2	13.5	10.1	12.0	3.4	
23	11.9	12.2	9.3	11.0	2.9	
24	11.6	11.9	8.6	10.3	3.3	
25	11.3	11.5	8.8	10.5	2.7	
26	11.5	11.7	8.5	10.2	3.2	
27	11.6	11.9	8.6	10.5	3.3	
28	12.4	12.5	9.7	11.4	2.8	
29	11.4	12.0	8.8	10.5	3.2	
30	11.7	12.3	9.3	11.1	3.0	
31	11.9	12.1	9.3	10.9	2.8	
32	11.2	11.7	9.0	11.0	2.7	
33	11.9	12.4	8.8	11.1	3.6	
34	12.1	12.4	9.3	11.1	3.1	
35	11.4	12.0	8.5	10.4	3.5	
36	12.0	12.5	8.7	10.5	3.8	
37	11.8	11.9	8.3	10.1	3.6	
38	10.6	11.3	7.1	8.0	4.2	
39	10.3	10.9	7.4	9.5	3.5	
40	11.0	11.1	7.9	9.8	3.2	

* an asterisk in the Error column indicates an error condition

Six Month Level Stability Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Trunk Cascade:
 Dist. Cascade: 3 Amps
 Tap Value: 11/4 way

Chn	Current 01/10/01		Previous 07/31/00		Diff. Lvl dB	Error
	Minimum Lvl dB	Maximum Lvl dB	Minimum Lvl dB	Maximum Lvl dB		
41	10.4	11.2	7.3	9.2	3.9	
42	13.5	13.9	7.0	9.6	6.9	
43	13.9	14.2	7.4	9.9	6.8	
44	13.4	14.1	7.1	9.5	7.0	
45	13.9	14.9	7.2	10.0	7.7	
46	13.7	14.1	7.7	10.6	6.4	
47	13.6	14.6	7.7	10.6	6.9	
48	14.2	15.0	7.5	10.5	7.5	
49	14.6	15.1	8.0	10.8	7.1	
50	14.4	15.1	7.6	10.5	7.5	
51	13.0	13.8	6.8	10.0	7.0	
52	13.4	13.9	7.1	9.9	6.8	
53	13.7	14.2	6.7	9.7	7.5	
54	13.6	14.2	6.7	9.6	7.5	
55	12.5	13.4	6.0	8.9	7.4	
56	12.5	13.5	6.0	8.9	7.5	
57	12.0	12.5	5.9	8.9	6.6	
58	11.3	12.0	5.5	8.6	6.5	
59	10.8	11.4	5.5	10.4	5.9	
60	10.8	11.3	4.2	7.7	7.1	
61			4.6	7.8	3.2	
62	11.1	12.5	4.4	7.9	8.1	*
63	10.7	12.2	4.6	7.2	7.6	
64	11.0	11.1	5.1	7.6	6.0	
65	11.5	12.7	5.3	7.3	7.4	
66			3.8	8.4	4.6	
67			4.8	7.4	2.6	
68	12.0	12.6	5.4	8.0	7.2	
69	11.1	12.3	5.4	8.5	6.9	
70	10.5	10.8	4.3	7.5	6.5	
71	11.5	12.7	4.6	8.3	8.1	*
72	10.9	11.6	4.0	6.5	7.6	
73	10.7	12.6	5.1	6.9	7.5	
74	11.0	11.7	3.9	6.6	7.8	
98	11.7	12.2	9.1	10.8	3.1	
99	12.6	13.7	11.7	12.9	2.0	

* an asterisk in the Error column indicates an error condition

2nd Measurement after
Correction was made

FCC Compliance Pass/Fail Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Trunk Cascade:
Dist. Cascade: 3 Amps
Tap Value: 11/4 way

RF Signal Test Results	Pass	Fail	FCC Specifications
* Headend visual-aural frequency.. separation within limits.....	X		4.50 MHz +/-5.00 KHz
* Minimum visual levels after sub-scriber converter.....	X		0.0 dBmV
OR after 100 ft. drop.....			3.0 dBmV
* Visual level stability over 6... months.....	X		8.0 dB max variation
* Adjacent channel visual levels..	X		3.0 dB (+/-)
* Visual level peak-to-valley (PV) over 24 hours.....	X		10.0 dB first 300 Mhz + 1.0 dB per add. 100 Mhz
* Minimum level input to converter		X	-7.0 dB (See mfg. specs)
* Maximum level input to converter	X		20.0 dB (See mfg. specs)
* Visual-aural level separation... ..	X		10.0 dB minimum 18.0 dB maximum
* In-channel frequency response... (ICFR).....	X		2.0 dB (+/-)
* Carrier-to-noise ratio (C/N)....	X		43.0 dB
* Composite second-order (CSO)....	X		51.0 dB
* Composite triple beat (CTB)....	X		51.0 dB
* Visual level hum (Hum).....	X		3.00 %

Drop-loss devices used in level calculations for this test-point

1. MULTI TAP 9411
2. RG 6 CABLE F660BVV

Converter used in test-point level test

1. BaseBand - Model#: 8600x

Twenty-Four Hour Level Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Trunk Cascade:
 Dist. Cascade: 3 Amps
 Tap Value: 11/4 way

Chn	Lvl dBmV	Minimum Level At Converter		
		Input (dBmV)	Output (dBmV)	Aural Sep Lvl (dbc)
	Dt:01/12			
	Tm:12:26			
	F:75.4			
2	13.8	13.8	9.0	15.0
3	13.9	13.9	9.0	15.0
4	13.4	13.4	9.0	15.0
5	13.5	13.5	9.0	15.0
6	13.3	13.3	9.0	15.0
7	14.3 Hi	14.3	9.0	15.0
8	13.7	13.7	9.0	15.0
9	14.1	14.1	9.0	15.0
10	13.3	13.3	9.0	15.0
11	12.7	12.7	9.0	15.0
12	11.9	11.9	9.0	15.0
13	13.1	13.1	9.0	15.0
15	11.9	11.9	9.0	15.0
16	12.5	12.5	9.0	15.0
17	12.8	12.8	9.0	15.0
18	13.0	13.0	9.0	15.0
19	13.1	13.1	9.0	15.0
20	13.8	13.8	9.0	15.0
21	14.2	14.2	9.0	15.0
22	13.9	13.9	9.0	15.0
23	12.3	12.3	9.0	15.0
24	11.9	11.9	9.0	15.0
25	11.7	11.7	9.0	15.0
26	11.7	11.7	9.0	15.0
27	12.0	12.0	9.0	15.0
28	12.8	12.8	9.0	15.0
29	11.7	11.7	9.0	15.0
30	12.1	12.1	9.0	15.0
31	12.4	12.4	9.0	15.0
32	11.8	11.8	9.0	15.0
33	12.2	12.2	9.0	15.0
34	12.0	12.0	9.0	15.0
35	12.0	12.0	9.0	15.0
36	12.3	12.3	9.0	15.0
37	12.3	12.3	9.0	15.0
38	10.9	10.9	9.0	15.0
39	11.4	11.4	9.0	15.0
40	11.7	11.7	9.0	15.0
41	11.4	11.4	9.0	15.0

Twenty-Four Hour Level Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Trunk Cascade:
Dist. Cascade: 3 Amps
Tap Value: 11/4 way

Chn	Lvl dBmV	Minimum Level At Converter		
		Input (dBmV)	Output (dBmV)	Aural Sep Lvl (dbc)
	Dt:01/12			
	Tm:12:26			
	°F:75.4			
42	11.4	11.4	9.0	15.0
43	11.5	11.5	9.0	15.0
44	11.3	11.3	9.0	15.0
45	11.8	11.8	9.0	15.0
46	11.7	11.7	9.0	15.0
47	11.2	11.2	9.0	15.0
48	11.8	11.8	9.0	15.0
49	12.1	12.1	9.0	15.0
50	11.9	11.9	9.0	15.0
51	10.7	10.7	9.0	15.0
52	11.1	11.1	9.0	15.0
53	11.1	11.1	9.0	15.0
54	10.8	10.8	9.0	15.0
55	10.5	10.5	9.0	15.0
56	10.5	10.5	9.0	15.0
57	9.8	9.8	9.0	15.0
58	9.1	9.1	9.0	15.0
59	8.9	8.9	9.0	15.0
60	8.7	8.7	9.0	15.0
62	9.0	9.0	9.0	15.0
63	8.4	8.4	9.0	15.0
64	8.0 Lo	8.0	9.0	15.0
65	10.3	10.3	9.0	15.0
68	11.0	11.0	9.0	15.0
69	10.5	10.5	9.0	15.0
70	8.5	8.5	9.0	15.0
71	11.1	11.1	9.0	15.0
72	8.9	8.9	9.0	15.0
73	8.8	8.8	9.0	15.0
74	8.8	8.8	9.0	15.0
98	12.2	12.2	9.0	15.0
99	14.3	14.3	9.0	15.0

Min: 8.0
Max: 14.3
P/V: 6.3

Six Month Level Stability Report

Date: 01/10/01

System: FCC_2000
 Test Report: PC020101
 Description: FCC Test January 2001

Trunk Cascade:
 Dist. Cascade: 3 Amps
 Tap Value: 11/4 way

Chn	Current 01/10/01		Previous 07/31/00		Diff. Lvl dB	Error
	Minimum Lvl dB	Maximum Lvl dB	Minimum Lvl dB	Maximum Lvl dB		
2	13.8	13.8	10.6	12.9	3.2	
3	13.9	13.9	11.0	12.5	2.9	
4	13.4	13.4	11.0	12.6	2.4	
5	13.5	13.5	10.1	11.7	3.4	
6	13.3	13.3	10.0	12.0	3.3	
7	14.3	14.3	9.9	12.2	4.4	
8	13.7	13.7	9.9	12.1	3.8	
9	14.1	14.1	9.7	11.9	4.4	
10	13.3	13.3	9.4	11.5	3.9	
11	12.7	12.7	9.5	11.6	3.2	
12	11.9	11.9	8.7	10.7	3.2	
13	13.1	13.1	9.0	11.0	4.1	
15	11.9	11.9	8.7	10.5	3.2	
16	12.5	12.5	9.1	11.0	3.4	
17	12.8	12.8	9.5	11.3	3.3	
18	13.0	13.0	9.6	11.3	3.4	
19	13.1	13.1	9.9	11.6	3.2	
20	13.8	13.8	9.9	11.8	3.9	
21	14.2	14.2	10.3	12.2	3.9	
22	13.9	13.9	10.1	12.0	3.8	
23	12.3	12.3	9.3	11.0	3.0	
24	11.9	11.9	8.6	10.3	3.3	
25	11.7	11.7	8.8	10.5	2.9	
26	11.7	11.7	8.5	10.2	3.2	
27	12.0	12.0	8.6	10.5	3.4	
28	12.8	12.8	9.7	11.4	3.1	
29	11.7	11.7	8.8	10.5	2.9	
30	12.1	12.1	9.3	11.1	2.8	
31	12.4	12.4	9.3	10.9	3.1	
32	11.8	11.8	9.0	11.0	2.8	
33	12.2	12.2	8.8	11.1	3.4	
34	12.0	12.0	9.3	11.1	2.7	
35	12.0	12.0	8.5	10.4	3.5	
36	12.3	12.3	8.7	10.5	3.6	
37	12.3	12.3	8.3	10.1	4.0	
38	10.9	10.9	7.1	8.0	3.8	
39	11.4	11.4	7.4	9.5	4.0	
40	11.7	11.7	7.9	9.8	3.8	

* an asterisk in the Error column indicates an error condition

Six Month Level Stability Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Trunk Cascade:
Dist. Cascade: 3 Amps
Tap Value: 11/4 way

Chn	Current 01/10/01		Previous 07/31/00		Diff. Lvl dB	Error
	Minimum Lvl dB	Maximum Lvl dB	Minimum Lvl dB	Maximum Lvl dB		
41	11.4	11.4	7.3	9.2	4.1	
42	11.4	11.4	7.0	9.6	4.4	
43	11.5	11.5	7.4	9.9	4.1	
44	11.3	11.3	7.1	9.5	4.2	
45	11.8	11.8	7.2	10.0	4.6	
46	11.7	11.7	7.7	10.6	4.0	
47	11.2	11.2	7.7	10.6	3.5	
48	11.8	11.8	7.5	10.5	4.3	
49	12.1	12.1	8.0	10.8	4.1	
50	11.9	11.9	7.6	10.5	4.3	
51	10.7	10.7	6.8	10.0	3.9	
52	11.1	11.1	7.1	9.9	4.0	
53	11.1	11.1	6.7	9.7	4.4	
54	10.8	10.8	6.7	9.6	4.1	
55	10.5	10.5	6.0	8.9	4.5	
56	10.5	10.5	6.0	8.9	4.5	
57	9.8	9.8	5.9	8.9	3.9	
58	9.1	9.1	5.5	8.6	3.6	
59	8.9	8.9	5.5	10.4	4.9	
60	8.7	8.7	4.2	7.7	4.5	
61			4.6	7.8	3.2	
62	9.0	9.0	4.4	7.9	4.6	
63	8.4	8.4	4.6	7.2	3.8	
64	8.0	8.0	5.1	7.6	2.9	
65	10.3	10.3	5.3	7.3	5.0	
66			3.8	8.4	4.6	
67			4.8	7.4	2.6	
68	11.0	11.0	5.4	8.0	5.6	
69	10.5	10.5	5.4	8.5	5.1	
70	8.5	8.5	4.3	7.5	4.2	
71	11.1	11.1	4.6	8.3	6.5	
72	8.9	8.9	4.0	6.5	4.9	
73	8.8	8.8	5.1	6.9	3.7	
74	8.8	8.8	3.9	6.6	4.9	
98	12.2	12.2	9.1	10.8	3.1	
99	14.3	14.3	11.7	12.9	2.6	

* an asterisk in the Error column indicates an error condition

Test-Point Distortion Report
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Trunk Cascade:
Dist. Cascade: 3 Amps
Tap Value: 11/4 way

Channels Tested	C/N (dB)	CTB (dB)	CSO (dB)	Hum (%)	ICFR (dB)	* an asterisk indicates an error condition
5	53.0	58.4	56.4	0.44	0.4	
19	52.5	57.7	56.6	0.33	0.4	
21	53.1	57.9	56.6	0.32	0.8	
27	52.0	56.3	56.3	0.58	0.4	
35	52.1	56.7	56.4	0.39	0.6	
40	52.1	56.6	56.3	0.41	0.7	
50	53.3	56.8	56.5	1.13	0.6	
62	51.5	57.0	56.1	0.34	1.2	
71	51.9	57.4	56.4	0.90	0.8	

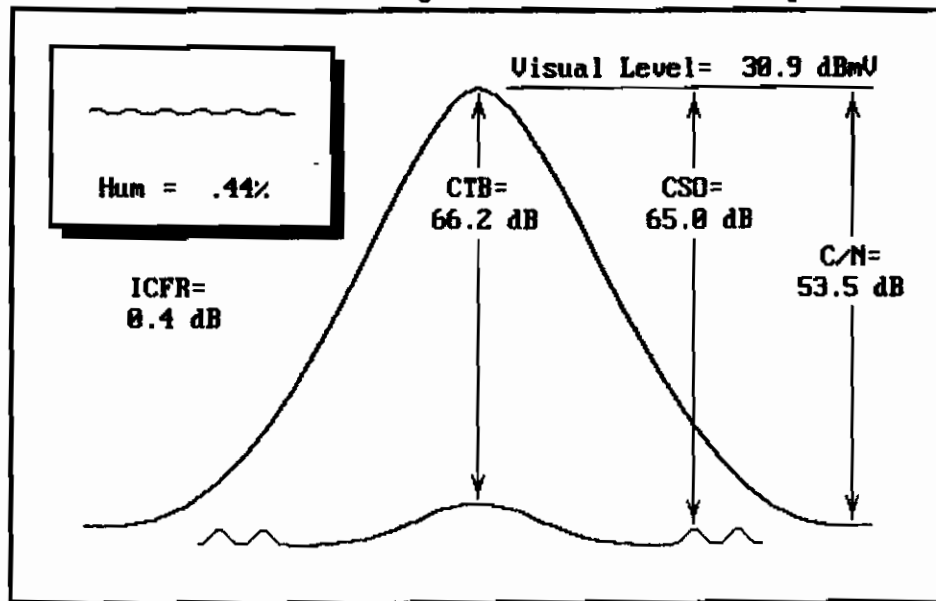
Distortion

Gates 300 Cole Ave.N711 Distortion

01/21/01 03:33

Reading 1 Channel 5

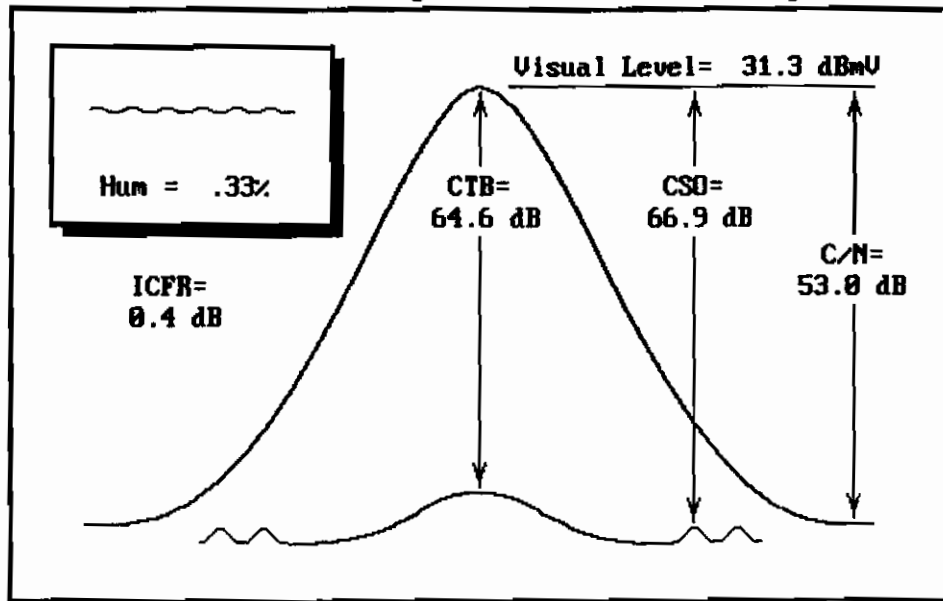
Temp= 61.3°F



Distortion

Gates 300 Cole Ave.N711
Distortion

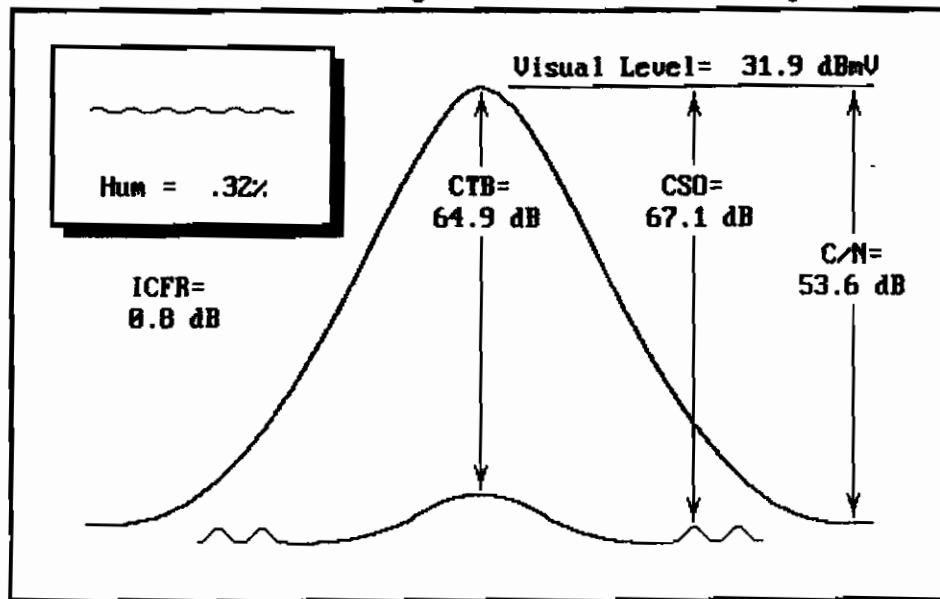
01/21/01 03:34 Reading 1 Channel 19 Temp= 61.3°F



Distortion

Gates 300 Cole Ave.N711 Distortion

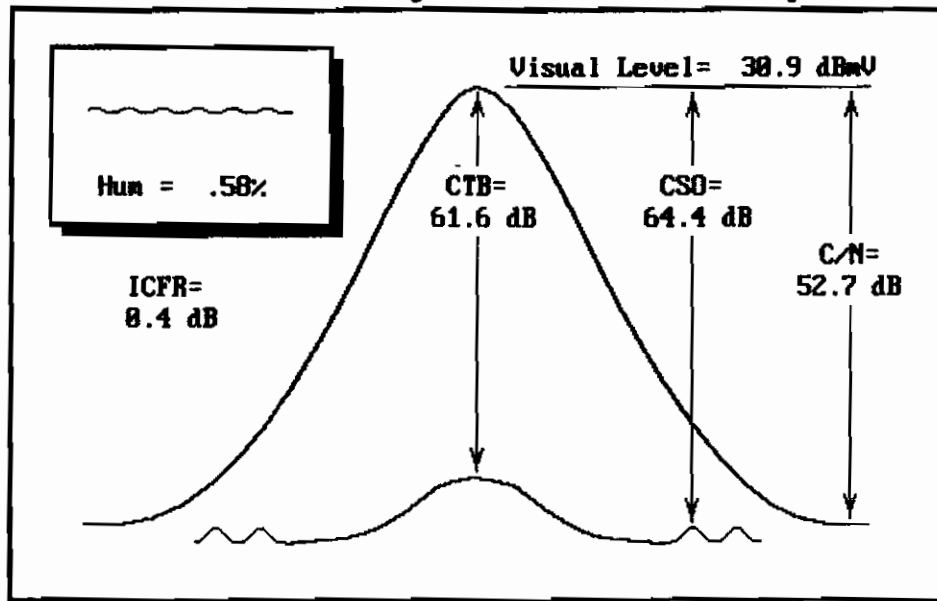
01/21/01 03:35 Reading 1 Channel 21 Temp= 61.0°F



Distortion

Gates 300 Cole Ave. N711 Distortion

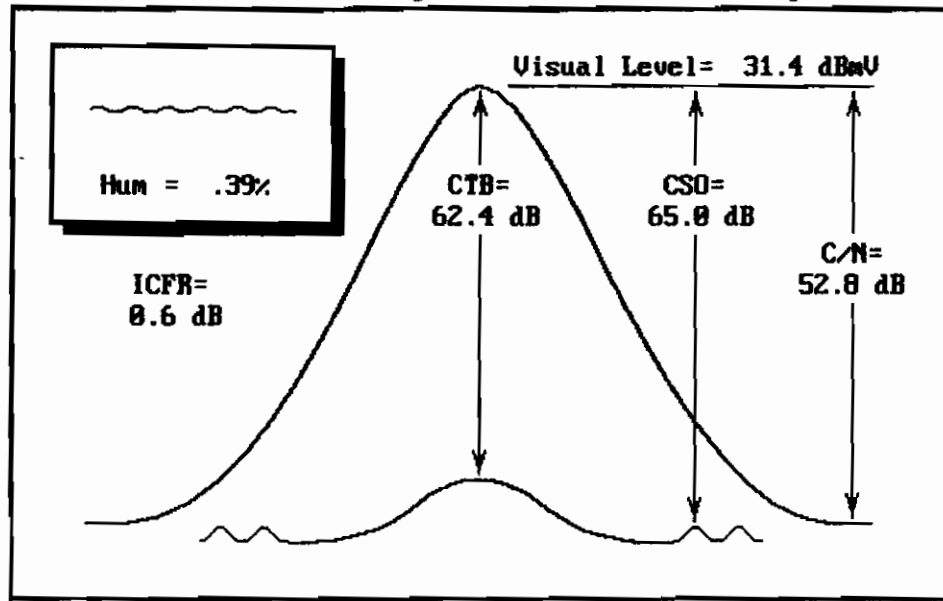
01/21/01 03:36 Reading 1 Channel 27 Temp= 60.6°F



Distortion

Gates 300 Cole Ave. N711 Distortion

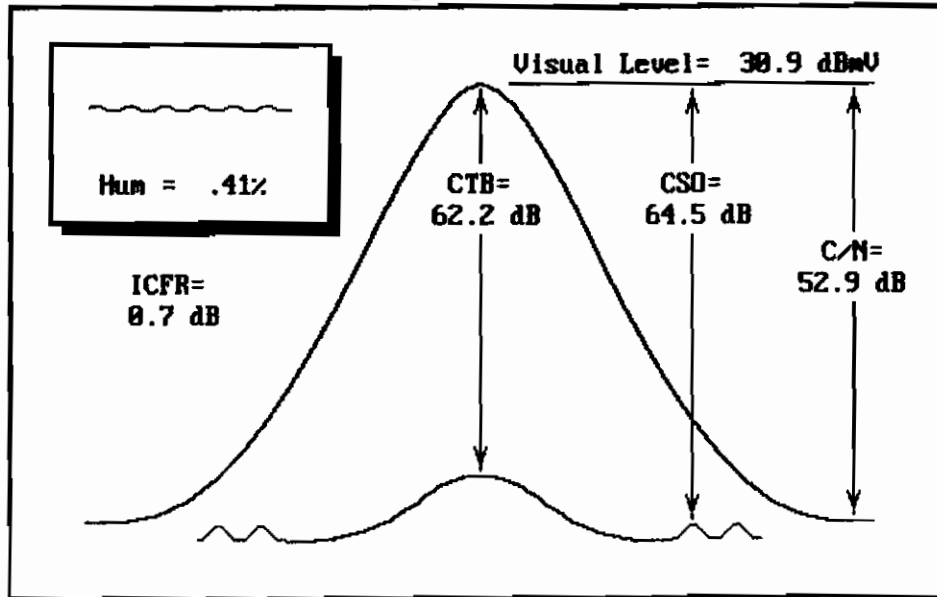
01/21/01 03:37 Reading 1 Channel 35 Temp= 60.3°F



Distortion

Gates 300 Cole Ave.N711 Distortion

01/21/01 03:38 Reading 1 Channel 40 Temp= 60.6°F



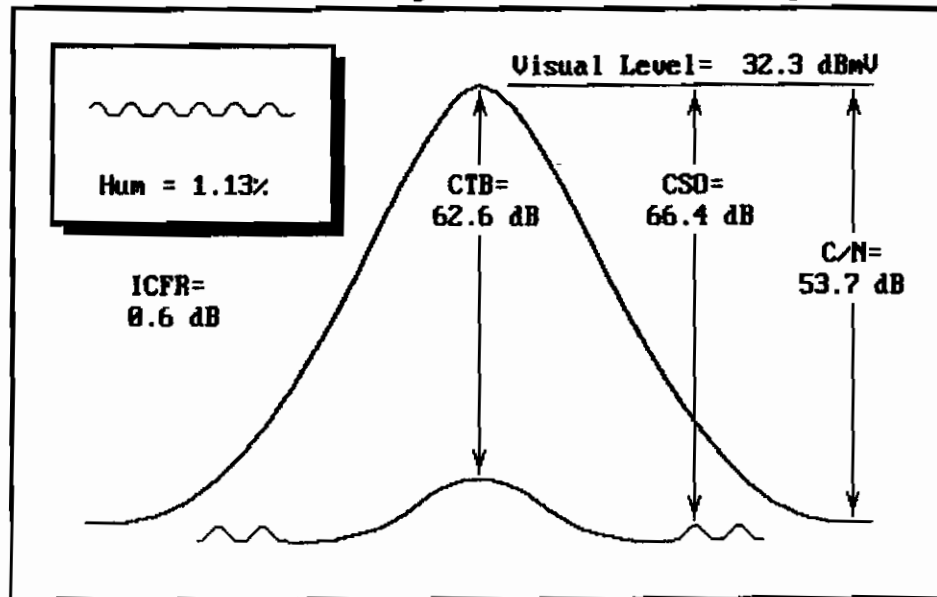
Distortion

Gates 300 Cole Ave. N711 Distortion

01/21/01 03:39

Reading 1 Channel 50

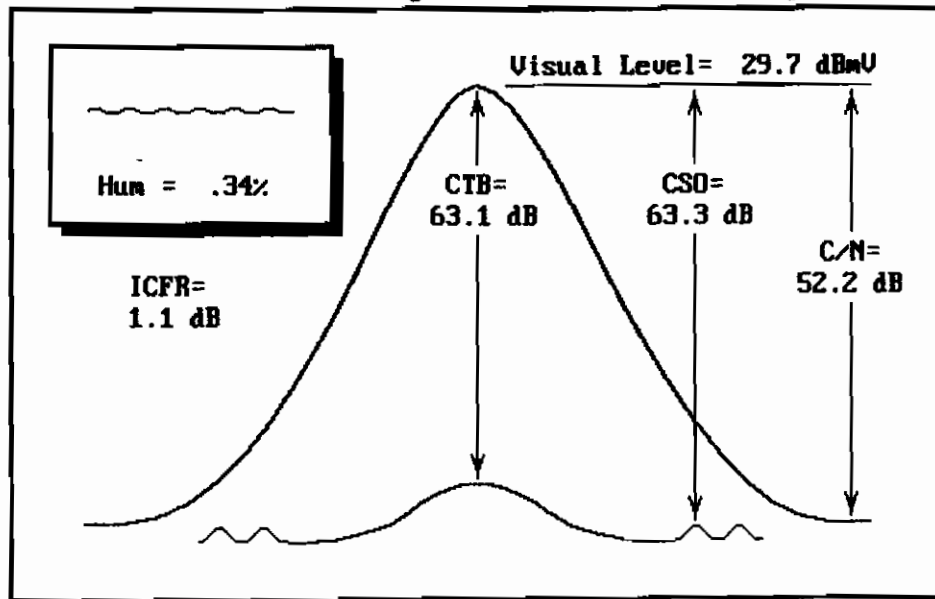
Temp= 68.6°F



Distortion

Gates 300 Cole Ave.N711 Distortion

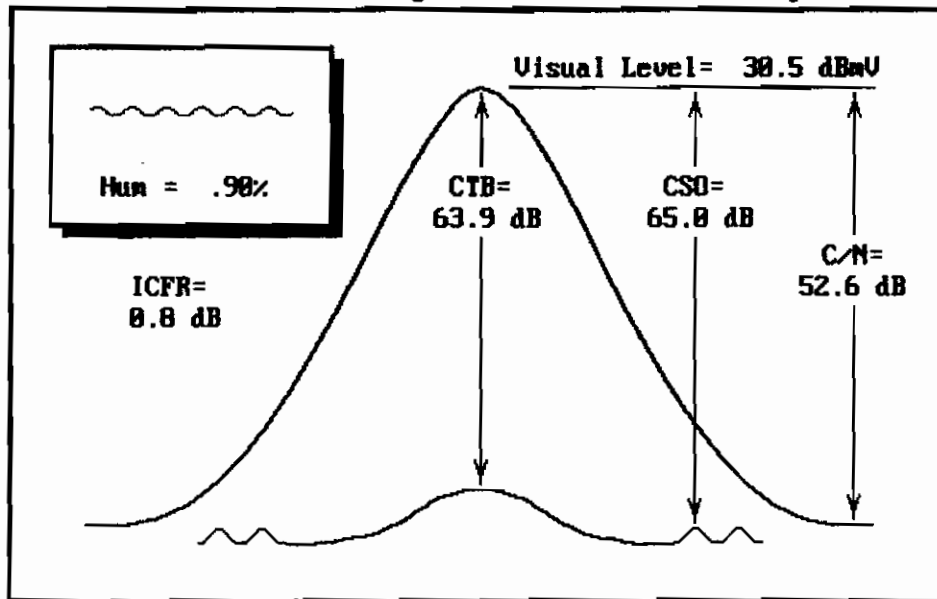
01/21/01 03:40 Reading 1 Channel 62 Temp= 60.3°F



Distortion

Gates 300 Cole Ave.N711 Distortion

01/21/01 03:41 Reading 1 Channel 71 Temp= 60.3°F



Test Point Drop-Loss Devices
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Descript: 11-4 WAY MULTI TAP Manufact.: PHILLIPS
Dev.Type: MULTI TAP Model Num: 9411

Attenuation Characteristics

Normal Temp: 0.0 deg. C.
Flat Loss: 11.0 dB

Temp. Change: 0.0 % per 10 deg. C.
Cable Length: NA

Frequency vs. Attenuation:
None

Descript: Bonded Foil 60% braid RG6 Manufact.: Comm/Scope
Dev.Type: RG 6 CABLE Model Num: F660BVV

Attenuation Characteristics

Normal Temp: 20.0 deg. C.
Flat Loss: 5.0 dB

Temp. Change: 0.0 % per 10 deg. C.
Cable Length: 100' Nrm: 100'

Frequency vs. Attenuation:

Freq(MHz)	Attn(dB)
55.0000	1.50
550.0000	4.90

Test Point Converter Device
Date: 01/10/01

System: FCC_2000
Test Report: PC020101
Description: FCC Test January 2001

Descript:Addressable Converter
Dev.Type:BaseBand

Manufact.: Scientific Atlanta
Model Num: 8600x

Attenuation Characteristics

Gain/Flat Loss: 3.0 dB
Hum: 0.0 %

Input Signal Range: Low Limit: -7.0 dB
Input Signal Range: High Limit: 20.0 dB

Correction Factors:

Visual Level: 9.0 dB
Visual Separ: 15.0 dB

C/N Correction	
Input	Noise
Level	Figure
-----	-----
0.0	10.0

CSO Correction	
Input	CSO
Level	Ratio
-----	-----
15.0	57.0

CTB Correction	
Input	CTB
Level	Ratio
-----	-----
15.0	63.0

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

SS.

Leslie Smith being duly sworn, deposeth and saith that she is the bookkeeper for **GATES-CHILI POST** a weekly newspaper published in the Town of Pittsford, County and State aforesaid, and that a notice, of which the annexed is a printed copy, was published in the said paper at least once in each week, for 2 successive weeks, commencing on the 5 day of Sept, 2001 and ending on the 12 day of Sept, 2001.

Leslie Smith

Sworn to before me, this 12 day of September 2001.

LINDA L. ALLEN
Notary Public in the State of New York
Ontario County No. 4700404
My Commission Expires

Linda L. Allen
Notary Public, State of N.Y.

Expires Sept. 30, 2005

Legal # GC 63

LEGAL NOTICE

LEGAL NOTICE
Time Warner
Entertainment-
Advance/New-
house Partnership,
71 Mt Hope
Avenue,
Rochester NY
14620, has filed an

Application for
Renewal of its
cable television
franchise with the
Town of Gates
according to the
rules of the NYS
Public Service
Commission.

Any interested per-
son may file com-
ments with respect
to the application
with the Town
Clerk's office, 1605
Buffalo Road,
Rochester, N.Y.
14624.

The application
and all comments
are available for
public inspection
during normal busi-
ness hours at the
clerk's office.
9.5(2tcGC63)
9.12.01

SHAPIRO & DICARO
250 MILE CROSSING BLVD
ROCHESTER NY 14624

State of New York
County of Monroe
City of Rochester

MARTA FORTUBER----- being duly sworn, deposes and says
that this person is the principal clerk in the office of

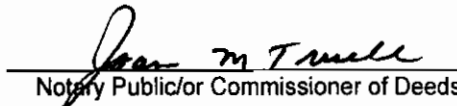
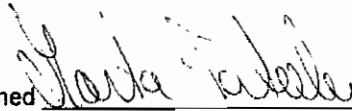
Democrat & Chronicle

A daily newspaper published in the City of Rochester,
County and State aforesaid, and that a notice of which
is annexed is a printed copy, was published in the said
paper on the following dates: \

TO RUN
03/22/2007

Sworn before me on
09/14/2007

Signed


Notary Public/or Commissioner of Deeds

This advertisement is invoiced under
AD # 1010361543
ACCOUNT #

And published on each of 1 insertion
for charges due and payable to
The Gannett Rochester Newspapers

JOAN M. TRUELL
Commissioner Of Deeds
State Of New York
Monroe County
Commission Expires 2-5-09

LEGAL NOTICE
PUBLIC HEARING
TOWN OF GATES
TOWN LAW SECTION 84(7)
RENEWAL OF CABLE TELE-
VISION FRANCHISE
NOTICE IS HEREBY GIVEN
that the Town Board of the
Town of Gates will hold a Pub-
lic Hearing on the 2nd day of
April, 2007, at 7:15 P.M. for
the purpose of considering a
renewal of a cable television
franchise given by the Town of
Gates to Time Warner Cable,
Inc. All interested persons will
be given an opportunity to be
heard.
BY ORDER OF THE TOWN
BOARD OF THE TOWN OF
GATES:
Richard A. Warner,
Town Clerk



SUPERVISOR
RALPH J. ESPOSITO

TOWN OF GATES
1605 BUFFALO ROAD
GATES, NEW YORK 14624
PHONE (585) 247-6100 • FAX (585) 247-0017

TOWN COUNCIL
FRANK X. ALLKOFER
GREGORY S. HART
MARK A. MCINTEE
ELAINE P. TETTE

**EXCERPT FROM MINUTES OF
GATES TOWN BOARD MEETING
April 2, 2007**

RESOLUTION 95-07:

MOTION by Supervisor Esposito who moved its adoption:

RESOLVED, that the Gates Town Board hereby approves the Cable Franchise Agreement with Time Warner Cable subject to the language that was discussed relative to the additional prospective funds coming in through the Franchise fees.

Seconded by Councilman Hart.

VOTE: Allkofer – aye; Hart – aye; McIntee - aye; Tette - aye; Esposito – aye.

Motion Carried.

I, Richard A. Warner, Town Clerk of the Town of Gates DO CERTIFY, that I have compared the preceding Resolution with the original thereof recorded in my Office in the Town of Gates, Monroe County, New York, on the 2nd day of April, 2007, and that the same is a true and correct copy of said original of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of said Town of Gates this 3rd day of April, 2007.


Richard A. Warner, Town Clerk

TOWN OF GATES

**A FRANCHISE GRANTING TO TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP, PERMISSION TO CONSTRUCT,
OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM
THROUGHOUT THE
TOWN OF GATES**

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SECTION SIX:	RIGHTS RESERVED BY THE TOWN
SECTION SEVEN:	FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES
SECTION EIGHT:	TERMINATION OF FRANCHISE
SECTION NINE:	FRANCHISE RENEWAL
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APPENDIX B:	INITIAL SCHEDULE OF RATES

FRANCHISE AGREEMENT

A Franchise granting to TIME WARNER ENTERTAINMENT-ADANCE/NEWHOUSE PARTNERSHIP, (hereinafter "Franchisee") permission to construct, operate and maintain a Cable Television system throughout the TOWN of GATES (hereinafter "Town") and setting terms and conditions herein.

WHEREAS, Franchisees' technical ability, financial condition and character were considered in a full public proceeding of the Town Board (hereinafter Board) affording due process and culminating in a public hearing on 4/20/07, and

WHEREAS, following a full public proceeding affording due process, the plans of the Franchisee for constructing, maintaining and operating its Cable Television System have been considered by the Board and found adequate and feasible, and

WHEREAS, this Franchise is subject to and complies with all applicable Federal and State Law and Regulations, including without limitation, the rules of the New York State Public Service Commission concerning Franchise standards, and

WHEREAS, the Franchisee desires to obtain a non-exclusive franchise with the Town for a term of fifteen (15) years, and

NOW THEREFORE, BE IT RESOLVED THAT the Board hereby grants to the Franchisee, its successors and assigns, a Franchise to construct, own, operate and maintain a Cable Television System pursuant to the terms and conditions set forth herein.

SECTION ONE: DEFINITIONS

1.1 For the purpose of this Franchise, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular include the plural number. The word "shall" is always mandatory and not merely directory. Such meaning or definition of terms found in this agreement shall be interpreted consistent with the definitions of The Cable Communications Policy Act of 1984 as amended, the Federal Communications Commission, FCC Rules and Regulations, 47 CFR Subsection 76.1 et seq., Article 11 of the NYS Public Service Law as amended and 16 NYCRR 889 et. seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

1.2 “Cable Service” means (a) the one-way transmission to subscribers of video programming or other programming service; and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.3 “Cable System,” “Cable Television System,” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; or (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, except that such facility shall be considered a cable system (other than for purposes of Section 621 (c)) to the extent such facility is used in the transmission of video programming directly to subscribers; or (d) any facilities of any electric utility used solely for operating its electric utility systems.

1.4 “Channel” means a designated frequency band in the electromagnetic spectrum which is capable of carrying video, audio, digital, or other electronic signals, or some combination thereof.

1.5 “FCC” means the Federal Communications Commission.

1.6 “Franchise” or “Franchise Agreement” or “Agreement” means this Franchise Agreement as approved by the Town Board.

1.7 “Franchisee” means Time Warner Entertainment-Advance/Newhouse Partnership, and its lawful successors, transferees, or assigns.

1.8 “Franchise Fee” means the consideration paid to the Town by the Franchisee for the right and privilege of the Franchisee to use the streets, roads, alleys, bridges, public ways, and public places now laid out or dedicated pursuant to the terms of this Agreement.

1.9 “Franchised Area” means the area within the legal boundaries of the Town, including any area annexed thereto.

1.10 “Gross Subscriber Revenues” means all service fees, installation charges, franchise fees, and all other fees or charges collected by the Franchisee from the provision of Cable Service to subscribers in the Town. Gross Subscriber Revenues shall not include (1) excise taxes; or (2) sales taxes; or (3) bad debt; or any other taxes or fees, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

1.11 “Public Service Commission” means the State of New York Public Service Commission.

1.12 "Person" means any individual, trustee, partnership, association, corporation or other legal entity.

1.13 "Section" means any section, sub-section, line, or provision of this Franchise.

1.14 "Subscriber" means any person(s), firm, corporation, or other legal entity who, or which, elects to receive, for any purpose, a service provided by the Franchisee in connection with the Cable System.

1.15 "Town" means all the territory within the present and future boundaries of the Town of Gates.

SECTION TWO: GRANT OF AUTHORITY

2.1 There is hereby granted by the Town to the Franchisee the non-exclusive right and privilege to construct, erect, operate, and maintain in, on, upon, along, across, above, over and under streets, roads, alleys, bridges, public ways, and public places now laid out or dedicated, and all extension thereof, and additions thereto, poles, wires, cables, underground conduits, manholes, and other cable television conductors and fixtures necessary for the maintenance and operation of a Cable Television System in the Town, in order to provide Cable Service to its Subscribers within the Town. In consideration for such right and privilege, the Franchisee shall pay to the Town a Franchise Fee pursuant to Section 15 herein.

2.2 The Town agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of the Franchisee without the prior written consent of the Franchisee. The Town shall indemnify the Franchisee against any damages or expenses incurred by the Franchisee as a result of any such removal, damage, penetration, replacement or interruption of the services of the Franchisee caused by the Town.

2.3 Any grant of a subsequent franchise by the Town shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder.

2.4 The rights and privileges of this Franchise shall continue for a period of fifteen (15) years from the approval by the Town, acceptance by the Franchisee, and formal approval by the New York State Public Service Commission.

**SECTION THREE: COMPLIANCE WITH APPLICABLE
LAWS AND ORDINANCES**

3.1 This Franchise conforms to all applicable laws, rules and regulations of the United States and the State of New York in the construction and operation of the Cable Television System.

3.2 The terms and conditions of this Franchise are subject to the approval of the Public Service Commission. Any amendments hereto by and/or adoption of any local ordinance which affects the terms and conditions hereunder are subject to the mutual agreement of the parties and the approval of the Public Service Commission and such amendments and ordinances are ineffective until Public Service Commission approval is obtained. This Franchise Agreement shall not be amended except by a written instrument duly executed by each of the parties hereto.

3.3 Acceptance of the terms and conditions of this Franchise shall not be construed as a waiver by the Franchisee of any existing or future right to challenge the legality of any provision of this Franchise. Nothing herein, nor the Franchisee's acceptance hereof, shall be construed to deny Franchisee the right to administrative and/or judicial review of any action or threatened action by the Town under, or arising out of, this Franchise.

3.4 The Franchisee shall not refuse to hire or employ nor bar nor discharge from employment nor discriminate against any person in compensation or terms, conditions or privileges of employment because of age, race, creed, color, national origin, disability or gender.

SECTION FOUR: TERRITORIAL AREA OF FRANCHISE

This Franchise is granted to Franchisee to serve all of the territory within the present boundaries of the Town, as shown on the map attached hereto as Appendix A. The "Primary Service Area", as such term is defined by 16 NYC RR Section 895.5 of the Regulations of the Public Service Commission, as identified on said Appendix A. Areas outside the Primary Service Area will be served in accordance with Section 16 of this Franchise.

SECTION FIVE: LIABILITY AND INDEMNIFICATION

5.1 Franchisee shall indemnify, defend and hold harmless the Town for all damages and penalties, at all times during the term of this Franchise, as a result of or due to Franchisee's construction or operation of the System.

5.2 In order for the Town to assert its rights to be indemnified and held harmless, the Town must:

- a) Promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;
- b) Afford Franchisee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- c) Fully cooperate in the defense of such claim and make available to Franchisee all such information under its control relating thereto.

5.3 Franchisee shall not be required to hold harmless and indemnify the Town for any claims arising out of the negligence of the Town, its officers, boards, commissions, councils, elected officials, agents or employees.

5.4 By its acceptance of the Franchise, the Franchisee specifically agrees that it will maintain, through the term of this Franchise, and any renewals thereof, liability insurance protecting the Franchisee and the Town as an additional insured with regard to all damages and/or penalties mentioned in Sub-section 5.1 in the following minimum amounts:

- (a) Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person within the limit, however, of Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence.
- (b) One Million Dollars (\$1,000,000.00) for property damage resulting from any one (1) accident, and Two Million Dollars (\$2,000,000.00) for property damage in the aggregate.

5.5 Franchisee shall maintain and by its acceptance of this Franchise specifically agrees that it will maintain, throughout the term of this Franchise, Worker's Compensation and Employer's Liability Insurance, in the minimum amount of:

- (a) Statutory limit for Worker's Compensation.
- (b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability

5.6 A certificate evidencing the insurance coverage herein provided shall be filed by the Franchisee with the Town Clerk as soon as practicable, but in no event more than thirty (30) days after the date of execution of this Franchise Agreement, and annually thereafter, together with written evidence that all such policies contain a thirty-day notice of cancellation provision requiring notice to the Town of the intention to cancel at least thirty (30) days prior to such cancellation.

SECTION SIX: RIGHTS RESERVED BY THE TOWN

6.1 The right is hereby reserved by the Town to adopt additional general regulations in the exercise of its police power as it shall find necessary, provided that such regulations shall be reasonable and not in conflict with this Franchise Agreement, nor which shall impose any additional material or unreasonable economic or technical burden on Franchisee. A copy of any applicable additional regulation(s) shall be provided to Franchisee prior to adoption. Should such additional regulation(s) amend this Franchise Agreement, such additional regulation(s) shall not be effective unless approved by the Franchisee and the Public Service Commission.

6.2 The Town, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of the Franchisee which are pertinent to Franchisee's compliance with the terms and conditions of this Franchise.

6.3.1 The Town and the Franchisee agree that Franchisee's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

6.3.2 The Town will maintain the confidentiality of any information obtained from Franchisee to the extent permitted by law, provided the Franchisee has advised the Town of the confidential nature of the information. In the event that the Town receives a request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Town will give Franchisee notice of such request as soon as possible prior to disclosure in order to allow the Franchisee to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

6.4 The Town, or its officially designated representatives or agents, upon reasonable written notice, shall have the right to observe and review all construction or installation work performed subject to the provisions of this Franchise, and to make such inspections as it may find necessary to insure compliance with the terms of the Franchise; provided however the Franchisee shall be given reasonable notice and afforded an opportunity to have a representative present during any inspection.

6.5 None of the Town officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review “personally identifiable information” of, or concerning, any Subscriber, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act. In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Town or any of its employees or agents, and notwithstanding any other provision to the contrary in the Franchise, the Town shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the Franchisee therefrom.

6.6 Continuing administration of the provisions of this Franchise shall be the responsibility of the Town through its supervisor or duly appointed designee.

6.7 If any section, sub-section, sentence, clause, or phrase of this Franchise is held to be unconstitutional or invalid by a court or a regulatory agency of competent jurisdiction, then the remaining portions of the Franchise shall remain in full force and effect.

SECTION SEVEN: FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES

Franchisee shall file requests for all necessary operating authorizations with the Public Service Commission and the Federal Communications Commission, as required, within sixty (60) days from the date this Franchise is approved by the Town Board.

SECTION EIGHT: TERMINATION OF FRANCHISE

Subject to applicable law, this Franchise shall terminate only at the expiration of the term including any renewal term and/or extension thereof as set forth in Section 2.4 herein or prior thereto if the Public Service Commission orders its termination pursuant to Section 227 of the Public Service Law.

SECTION NINE: FRANCHISE RENEWAL

9.1 Upon the expiration of the term hereof, this Franchise shall be renewed pursuant to the procedures established by the applicable Federal and State Law and applicable Regulations.

9.2 If the current Franchise Agreement expires by its own terms before the completion of the renewal procedures set forth in Section 9.1, then the current Franchise Agreement shall be deemed extended until either a new Franchise has been granted or the renewal has been denied and the Franchisee has exhausted all appeals.

SECTION TEN: RATES

10.1 The Franchisee may establish the rates and charges for Cable Television Service, installations, and equipment as it deems appropriate in the area served. These rates and charges shall be subject to the approval of the Town and the Public Service Commission to the extent consistent with applicable State and Federal Law. It is understood that, under current law, the Town has no jurisdiction over the rates charged for service and that Basic Service rates are subject to approval of the PSC as applicable under law.

10.2 The initial schedule of rates utilized by the Franchisee is attached hereto for informational purposes only, and shall be referred to as Appendix B.

10.3 Changes in subscriber service rates or charges shall be announced by the Franchisee by any reasonable written means at least thirty (30) days prior to the effective date of the change in keeping with the requirements of the Cable Communications Policy Act of 1996.

10.4 The Franchisee may require subscribers to pay for each month of service in advance at the beginning of the subscriber's assigned cycle billing period.

10.5 In the event a subscriber terminates service in advance of any period for which a prepayment has been made, the Franchisee shall refund all of the unused prepayment.

10.6 Nothing contained in this Franchise shall be deemed to restrict or prohibit the Franchisee from pursuing such legal remedies to collect past due debts owed to it by subscribers, including the reasonable costs and expenses incurred in pursuing such remedies, such as collection fees, attorneys' fees, and trip charges.

10.7 The Franchisee shall not, as to rates, charges, services, service facilities, rules, regulations, or in any respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage on the basis of race, creed, national origin, religion, color, gender, age or disability. Nothing in this Section shall be construed to prohibit the reduction or waiving of charges for the purpose of attracting or retaining subscribers.

SECTION ELEVEN: SYSTEM REQUIREMENTS

11.1 The Franchisee shall construct the Cable Television System using materials of good and durable quality and all work involved in construction, installation, maintenance, and repair of the Cable Television System shall be performed in a safe, thorough, and reliable manner.

11.2 The Franchisee shall provide, without charge, one standard aerial installation of the initial service drop, one outlet, and Standard service to municipal buildings, libraries and State accredited public or private elementary and secondary schools located within the Primary Service Area and which are within one hundred and fifty feet (150') of the Franchisee's feeder lines.

11.2.1 No more than one (1) drop shall be provided without charge to any one (1) location. Additional cable distribution at these locations shall be at cost plus 15% and the responsibility of the requesting Person. There shall be no commercial use of the drops.

11.2.2 There shall be no charge incurred by any school, library or municipal building should such school or municipal building be relocated within the Franchisee's service area and such site is within one hundred fifty feet (150') of the Franchisee's existing Cable Television System. Should a municipal building or school that previously received cable service at no charge move to a new location that is not within one hundred fifty feet (150') of the Franchisee's existing Cable Television System, then and only then shall the Town or school be responsible for the cost of installing service at the new location.

11.3 Franchisee shall designate channel capacity for public, educational and governmental access in accordance with the standards for Public, Educational and Governmental (PEG) Access as set forth in 16 NYC RR Section 895.4 of the Regulations of the Public Service Commission. The Franchisee shall provide access channel(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, non-discriminatory basis. Such access channels may be shared by other municipalities. All such PEG programming that is caused to be transmitted on any PEG channel by the municipality shall be produced locally and at no time shall the municipality cause any commercial radio station on any other commercial programming, including any programming that is not produced locally to be transmitted or any PEG channel.

SECTION TWELVE: PHYSICAL FACILITIES

The Cable Television System shall meet the FCC and the Public Service Commission minimum standards. Additionally, the System shall be designed to provide a capacity of 750 Mhz.

SECTION THIRTEEN: CONSTRUCTION STANDARDS

13.1 The Franchisee shall provide written notification to the Town of all major construction, reconstruction or relocation of any part of the Cable Television System within the Town, including placement of any poles.

13.2 Any poles erected by the Franchisee are to be sightly in appearance and so placed as to not obstruct travel upon the public streets of the Town. The Town shall not be held liable for any disturbances of Franchisee's installations resulting from the altering, repairing, or installation of streets, roads, alleys, sewers, water lines, fire alarm systems, burglar alarm systems, sidewalks, driveways, bridges, or any other municipal installations, unless caused by the negligence of the Town, its officers, agents or employees.

13.2.1 The Franchisee shall, at its own expense, move or relocate any of its installations, at the request of the Town, whenever or wherever the installation is found to materially interfere with the Town's streets, roads, street grade, sewer or water installations, or other public conveniences, or any proposed changes thereof or extensions thereto, unless the Town's request is initiated as part of a project funded in whole or in part by grants from county, state or federal governments or agencies, in which case Franchisee shall be entitled to such reimbursement as afforded other users of the rights-of-way.

13.2.2 All of the Franchisee's facilities shall be installed in compliance with the requirements of the National Electrical Safety Code (NESC), the National Electric Code (NEC), OSHA, and all other construction codes imposed under Federal and State Law that was in effect at the time of such installation. In addition any maintenance thereto shall also be in compliance with such codes and/or regulations.

13.2.3 It is the intention of the parties that this Section 13.2 covers fully the Franchisee's obligations related to compliance with safety standards.

13.3 The Franchisee will repair all damage to Town property caused by the installation and operation of the Cable Television System and replace and/or restore said property to as good condition as existed prior to such damage occurring. Repairs and/or restoration shall be completed within a reasonable time.

13.4 The Franchisee shall, upon written request of any private party holding a valid permit from the appropriate Town authority, temporarily raise or lower the System to permit moving of any building or other large structure, providing that the party making the request pays the expense of such raising or lowering of the System and renders such payment at least 24 hours in advance of the requested action.

13.5 In the event that the Franchisee determines the necessity of making emergency repairs to insure uninterrupted service to all or part of the System, it shall not be required to obtain any permit or prior approval from the Town, for such repairs.

13.6 The Franchisee shall have the authority to trim trees overhanging upon the streets, alleys, sidewalks and public places of the Town so as to prevent the branches of such trees from coming in contact with the Cable System.

13.7 In view of the fact the Franchisee has already constructed its Cable Television System, Franchisee shall post with the Town a security deposit in the amount of \$1 in compliance with the rules of the New York State Public Service Commission.

SECTION FOURTEEN: OPERATION AND SYSTEM MAINTENANCE

14.1 The Franchisee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest reasonably possible time. Such interruptions, insofar as possible, shall be preceded by notice to affected subscribers, and shall occur, insofar as possible, during periods of minimum system use.

14.2 The Franchisee shall give credit for every service outage in accordance with 16 NYC RR Section 890.65 of the Regulations of the Public Service Commission.

14.3 The Franchisee shall comply with all Federal and State Laws and Regulations that regulate the Franchisee's consumer protection, customer service standards or the technological standards to be met by the Cable Television System.

14.4 Investigative action shall be initiated on the same day a service call is received at the Franchisee's office, if possible, but in no case later than the following business day. At a minimum, the Franchisee shall provide customer service weekdays between the hours of 9:00 a.m. and 5:00 p.m. and standby emergency service on Saturdays, Sundays and legal holidays.

14.4.1 The Franchisee shall annually inform all subscribers, of its procedures for the reporting and resolving of subscriber complaints in keeping with State regulations.

14.6 The Franchisee shall keep local telephones available twenty-four (24) hours a day, seven (7) days a week, for repair calls and complaints. During some of this time, the telephone may be manned by an automatic answering device.

SECTION FIFTEEN: FRANCHISE FEE

15.1 As a Franchise fee herewith, the Franchisee shall pay, annually on or before March 31st of each year hereof, five percent (5%) of Gross Subscriber Revenues received by the Franchisee in the preceding calendar year. Any and all such fees may be passed through to subscribers by the Franchisee as permitted by law and shall be reduced by any fees paid to the New York State Public Service Commission if applicable.

15.2 Each payment shall be accompanied by a schedule of revenues and shall be signed by an officer of the Franchisee.

15.3 The Franchisee shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Sec 626 of the New York State Real Property Tax Law.

15.4 Should the federal cap on franchise fee be amended by a court of competent jurisdiction or by the FCC, upon written request by the Municipality and application to the New York State Public Service Commission (NYSPSC), the Municipality may amend the franchise fee to the maximum amount as permitted by law. Such increase shall take effect upon approval by the NYSPSC.

SECTION SIXTEEN: LINE EXTENSIONS

16.1 With respect to those parts of the Town which are not presently served as part of the Primary Service Area, service shall be extended in accordance with the rules of the Public Service Commission on line extension policy as set forth herein.

16.2 Primary Service Area shall include each of the following within the Franchised Area:

- (a) Those areas where cable television plant has been built without a contribution in aid of construction by subscribers;
- (b) Those areas, if any, where the Franchisee is obligated by the terms of its Franchise to provide cable television service without a contribution in aid of construction by subscribers;
- (c) Any area adjoining an area described in Sub-section (a) or (b) of this Section 16.2 and which contains dwelling units at a minimum of 35 dwelling units per linear mile of aerial cable;
- (d) Any area adjoining an area described in Sub-sections (a) and (b) of this Section 16.2 and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in Sub-sections (a) and (b) of this Section 16.2. The average is to be determined by dividing the number of dwelling units in areas described in Sub-sections (a) and (b) of this Section 16.2 by the number of linear miles of cable in the same areas.

16.3 Line extension area shall be any area within the Franchised Area which is not the Primary Service Area.

16.4 Within five (5) years after the receipt of all necessary operating authorizations, Cable Service will be offered throughout the Franchise area to all subscribers requesting service in any Primary Service Area.

(a) Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the Primary Service Area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the Primary Service Area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution in aid of construction in the line extension area.

(i) Whenever a potential subscriber located in a line extension area requests a service, the Franchisee will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. The Franchisee may require pre-payment of the contribution in aid of construction. The Franchisee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances justifying a waiver by the Public Service Commission.

(ii) The contribution in aid of construction shall be in addition to the installation rate set forth in this Franchise Agreement.

(iii) During the five-year period commencing at the completion of a particular line extension, a pro-rata refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Franchisee shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at either the address where service was provided, or the billing address, and who has not informed the Franchisee of the subscriber's address.

(b) Service will be provided to any Person who demands service and who is located within 150 feet of aerial feeder cable, and the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the Franchise.

SECTION SEVENTEEN: NEW SUBDIVISIONS

In all new subdivisions constructed within the Town, the Franchisee shall, whenever possible, construct the System in common trenches with utilities, including any construction necessary to serve said subscribers. At such time as a section of the subdivision meets the minimum density required as described in Section 16 above, the system shall be energized so as to provide service to those who request it. If common trenching is not feasible at the time of development of the subdivision, the Franchisee shall construct and energize the Cable System in keeping with the above line extension policy.

SECTION EIGHTEEN: ABANDONMENT

Franchisee shall continue to provide Service to all subscribers who meet their obligations to the Franchisee with respect to such service. Franchisee shall not, without the written consent of the Town abandon its Cable Television System or any portion thereof in such a way as would limit its ability to continue to provide cable service to all subscribers.

SECTION NINETEEN: FORCE MAJEURE

Notwithstanding any other provisions of this Franchise, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Franchise due to strike, unavailability of materials, or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood, or other events, to the extent that such causes or other event are beyond the control of the Company.

SECTION TWENTY: EFFECTIVE DATE

This Franchise shall be binding on the parties immediately following approval by the Town Board, execution by the appropriate authorities of the Town and the Franchisee, and approval by the New York State Public Service Commission.

Signed this 18th day of September, 2007.


TOWN OF GATES

By: _____


Ralph Esposito, Supervisor

TIME WARNER ENTERTAINMENT
ADVANCE/NEWHOUSE PARTNERSHIP

By: _____


Terence Rafferty, Division President

**Appendix B
Town of Gates
April, 2007**

Prices and Packages

Cable Service Monthly Rates

Basic Service	\$7.85
Standard Service	\$50.20

Digital Programming

\$5.50 1st outlet, 50 cents each additional outlet

Optional Services

HBO	\$12.95
Any other movie Channel	\$7.95 each

Channel Selector(s) & Equipment

Addressable Terminal	\$ 7.64 ea.
Non-addressable selector	.55
Remote Control	.31

Other Charges

Encore Movie Pack	\$ 3.00	Service Protection Plan	\$ 1.00 per mn.
		Wallfish (per outlet)	\$65.00
		Transfer	\$19.95
		Returned item charge	\$20.00
		Late charge	\$ 5.00
		Lost, stolen, damaged	\$62.80 - \$500.00
		equipment depending on model.	
		remote, depending on model	
		Lost, stolen, damaged	\$ 8.20 - \$42.47
		Vacation disconnect	\$ 5.00 per mn

Pay-Per-View

Movies	\$3.95 ea.
Adult Programming	\$10.95
Special Events	per event

Primary Trip

Primary Installation (unwired)	\$37.95
Prewired Home	\$24.95
Additional Outlet (unwired)	\$15.95 ea
Additional Outlet (prewired)	\$ 9.95 ea

Special Trip

Installation of Each Outlet	\$24.95
Service call/caused by customer and not covered by SPP	\$25.00

Eligible once during a 12 month period for a minimum of 30 days and a maximum of 6 months.
10% Discount on Std. Service:
Must qualify for HEAP or
Must receive both Medicaid
and food stamps.

High-Speed Online Service

Road Runner w/Basic cable only or w/o cable	\$44.95	EarthLink or LocalNet	\$44.95
Road Runner w/Std cable	\$39.95	Road Runner Wireless	\$49.95
Additional RR IP addresses (2) \$5.95 ea. per month		w/Basic cable only or w/o cable	
RR Tutorial	\$34.95	Road Runner Wireless	\$44.95
Standard Installation	\$24.95	w/Standard cable	
		Service call	\$50.00

Digital Phone

Digital Phone w/Basic cable only or w/o cable	\$44.95
Digital Phone w/Standard cable	\$39.95

Residential rates. Rates, offerings and packages subject to change. Franchise fees, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges, restrictions or requirements may apply. Basic Service is required to receive Standard Service. Basic & Standard and a Digital Terminal are required to receive Digital Cable Service.

Company is not responsible for errors and regularly published rates and/or service levels.

RO-Rates effective 4/2007