



November 19, 1998

Honorable John C. Crary, Secretary
New York State Public Service Commission
Three Empire State Plaza, 19th Floor
Albany, NY 12223

Re: Application for Order Approving Renewal
Town of Seneca Falls

M'2272

Certified Mail

Dear Mr. Crary:

Pursuant to Section 822 of Executive Law, Time Warner Entertainment-Advance/ Newhouse Partnership, formerly Cablevision Industries, Inc., herewith submits its application for an Order Approving Renewal in the above referenced matter.

As required by Part 591 of the Rules and Regulations of the New York State Public Service Commission, enclosed please find the following:

1. A copy of the Letter of Intent
2. Application for Renewal of Franchise
3. Annual Performance Test
4. A copy of the Town of Seneca Falls legal notice along with the corresponding affidavit of publication.
5. A copy of the Resolution adopted by the Town of Seneca Falls.
6. A fully executed Franchise Agreement between the Company and the Town.

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

Sincerely,



Brian B. Wirth

Director of Government and Regulatory Affairs

BBW:adc

Enclosures

c: Ann Burr, President, Time Warner Communications
Lou McGuigan, General Manager
Nicaletta J. Greer, Town Clerk
Craig D'Agostini, Paralegal

CABLEVISION
CVI
INDUSTRIES

July 20, 1993

The Honorable John Sinicropi
Supervisor
Town of Seneca Falls
10 Fall Street
Seneca Falls, NY 13148

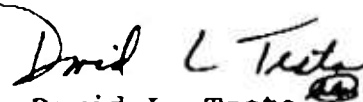
Dear Supervisor Sinicropi:

By means of this letter we respectfully request that you commence a proceeding for renewal of the cable television franchise held by Cablevision Industries, Inc. (CVI) pursuant to Section 626 (a)(1) of the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. (The "Act"). Section 626 (a)(1) outlines a proceeding which "...affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term."

Without limitation or qualification of the foregoing, we are agreeable to submitting to you a proposal for renewal of the franchise pursuant to Section 626 (h) of the Act. For your information, Subsection (h) contemplates an informal renewal process that also affords the public notice and opportunity for comment.

Representatives of CVI will contact you shortly to discuss the proceedings. Thank you for your attention to this matter. We look forward to continuing to serve the Citizens of Seneca Falls.

Sincerely yours,



David L. Testa
Vice President

CC: Lou McGuigan
General Manager

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is:
Time Warner Entertainment-Advance/Newhouse Partnership
(Formerly Cablevision Industries Inc.)
2. Applicant does business under the following trade name or names:
Time Warner Entertainment-Advance/Newhouse Partnership
3. Applicant's mailing address is:
3518 Sutton Road, Geneva, NY 14456
4. Applicant's telephone number is
(315) 781-0567 or 1 800-253-8837
5.
 - a. This application is for a renewal of operating rights in the Town of Seneca Falls.
 - 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 Exhibit A
6. The number of subscribers in each of the municipalities noted above is:
Reception Basic residential connections: See Exhibit A
Full Basic 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:

There are 24 hours a day of telecommunication courses from local colleges, talk shows, some locally produced programs and coverage of local sporting events on cable channel 12.
9. The current monthly rates for service in the municipality specified in Question 5 (a) are:
Basic Service See Exhibit C
Programming Tier 1
Expanded Programming Pkg.
Installation
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:

In December of 1997, the cable television system was upgraded to 750 MHz. At that time, twenty-seven channels were added to the line up.

The upgrade simultaneously improved system performance and reliability and enabled us to offer an expanded programming line-up to meet the broad needs of our customers. By deploying fiber optic technology throughout the system we have gained the ability to increase programming choices and services including additional pay-per-view channels, advanced home terminals, and high speed access to the Internet using Time Warner's Road Runner service.

New sophisticated "home terminals" allow for greater choice and flexibility in selecting programming services. With this terminal, 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 will provide customers with the option of blocking out programming they do not want their children to view through the parental control feature.

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 817 of the Executive Law?

Yes ☒ No ☐

b. Current Annual Financial Report?


Yes ☒ 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

Date



President, Rochester Division

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

FORM R-2 FRANCHISE INFORMATION

Finger Lakes System

Exhibit A As of 3/98

<u>Municipality</u>	<u>Reception Subscribers</u>	<u>Full Basic Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built</u>
Arcadia/T	61	720	621	2	44.1
Aurelius/T	27	392	350	3	18.2
Aurora/V	14	167	147	3	3.9
Bloomfield/V	5	115	107	5	4.7
Canandigua/T	132	1508	1139	11	75.9
Canandaigua/C	389	3538	3194	21	53.1
Cayuga/V	16	208	183		6.3
Clifton Springs/V	46	566	503	2	11.5
Clyde/V	60	629	542	3	13.7
Covert/T		10	10		1.9
E Bloomfield/T	5	106	101	2	11.6
Farmington/T	10	292	261		9.4
Fayette/T	33	284	250	2	41.3
Galen/T	5	106	95	2	6.4
Geneva/C	452	4280	3709	89	53.1
Geneva/T	79	1030	917	8	18.6
Hopewell/T	26	439	402	3	32
Huron/T	28	266	228	2	34.2
Interlaken/V	14	182	150	1	3.1
Ledyard/T	1	8	7		3.6
Lodi/V	4	64	58	1	2.8
Lodi/T	14	35	19		5.7
Lyons/V	104	1136	995	5	17.1
Lyons/T	10	153	139	1	7
Macedon/T	91	1319	1168	2	52.6
Macedon/V	27	390	345	1	6.1
Manchester/T	12	681	651	3	31.1
Manchester/V	420	364	402	2	15
Marion/T	57	786	694	1	27.5
Newark/V	263	2979	2565	32	42.7
Ontario/T	135	2138	1945	2	83.6
Ovid/T	18	177	152	1	13.5
Ovid/V	14	187	163		3.8
Palmyra/T	39	553	235		23
Palmyra/V	71	1117	990	6	18.4
Phelps/T	36	329	281	1	22
Phelps/V	49	626	561	2	12.4
Port Gibson/T	6	119	105		8
Red Creek/V	10	161	150		4
Romulus/T	11	279	259		12.8
Rose/T	17	299	262	2	8.1

Savannah/T	18	156	134	1	6.9
Seneca/T	17	278	261		17.7
Seneca Falls/T	50	533	475	6	8.7
Seneca Falls/V	186	2378	2096	17	31.8
Shortville/V	32	521	474	2	8
Sodus Point/V	43	426	369	2	10.3
Sodus/T	24	786	557	5	31.4
Sodus/V	37	534	258	2	7.2
South Bristol/T	54	288	222	1	25.7
Springport/T	12	67	52		11.8
Union Springs/V	30	385	331	2	9.1
Varick/T	24	263	230	1	15.2
Victor/T	92	1514	1364	3	82
Victor/V	57	723	631	2	21.1
Walworth/T	135	1659	1445	2	60.4
Waterloo/T	74	935	820	5	15.9
Waterloo/V	181	1618	1378	9	20.8
Williamson/T	105	1334	1178		48.6
Wolcott/T	15	138	119		6.1
Wolcott/V	51	453	400	4	10.4
Holcomb	11	218	202	2	4.8
Farmington(C)	174	2127	1869	5	40.6

TOTAL	4233	46072	39920	292	1358.3
-------	------	-------	-------	-----	--------

Exhibit B

Channel Line-up
Serving the Finger Lakes

•1	Sneak Prevue (AXS required)	••40	Animal Planet
•2	Educational Access/ *WXXI (Ch 21) Rochester PBS	••41	BET
•3	WSTM (Ch 3) Syracuse NBC	••42	Univision
•4	WPIX (New York)	••43	Court TV
•5	WTVH (Ch 5) Syracuse CBS	••44	C-Span
•6	WSYT (Ch 68) Syracuse FOX	••45	C-Span 2
•7	WUHF (Ch 31) Rochester FOX	••46	MSNBC
•8	WROC (Ch 8) Rochester CBS	••47	CNBC
•9	WIXT (Ch 9) Syracuse ABC	••48	Food Network
•10	WHEC (Ch 10) Rochester NBC	••49	EWTN
•11	WXXI (Ch 21) Rochester PBS **WNYS (Ch 43) Syracuse UPN	••50	TBN
•12	Public/Government Access/FLTV	••51	Madison Square Garden
•13	WOKR (Ch 13) Rochester ABC	••52	Empire Sports Network
•14	R News	♦53	Sci-Fi Channel
•15	Community Access	♦54	Encore
•16	The Learning Channel	♦55	Turner Classic Movies
•17	TBS	♦56	Home & Garden TV
•18	QVC	♦57	The History Channel
•19	***WCNY (Ch 24) Syracuse PBS	♦58	CNNfn
♦♦20	CNN	♦59	ESPN2
♦♦21	TNT	♦60	CNN SI
♦♦22	The Discovery Channel	61	The Disney Channel
••23	The Weather Channel	62	HBO
••24	ESPN	63	HBO2
••25	SportsChannel NY	64	HBO3
••26	WBT (Warner Bros.)	65	Cinemax
••27	The Nashville Network	66	Cinemax2
••28	MTV	67	Showtime
••29	VH-1	68	Starz
••30	Nickelodeon	69	AXS Pay-Per-View 1
••31	The Family Channel	70	AXS Pay-Per-View 2
••32	USA Network	71	AXS Pay-Per-View 3
••33	Headline News	72	Playboy TV Pay-Per-View
••34	American Movie Classics	73	AdultVision Pay-Per-View
••35	Lifetime	••74	Bravo
••36	Country Music Television	••75	Movieplex
••37	A&E	••76	Home Shopping Network
••38	Comedy Central	••77	Fox News
••39	E! Entertainment	••78	Cartoon Network
		••98	Leased Access

•Basic Service; ••Standard Service; ♦Select Plus; ♦♦Select Package; Premium Service in bold;
 *Seneca Falls and Waterloo only; ** South Seneca and Cayuga Counties; ***South Seneca and Cayuga
 Counties including the City of Geneva, Towns of Geneva, Fayette, Phelps, Seneca, Seneca Falls, and Waterloo
 and the Villages of Seneca Falls and Waterloo. The AXS System is required to receive all a la carte channels
 except channels 20, 21 and 22. Individual Select Plus and Premium channels available a la carte.

Exhibit C

Prices and Packages**Monthly Rates**

Basic Reception Service	\$10.49
Programming Tier 1	<u>20.43</u>
Full Service	30.92
Select Package: CNN, TNT, The Discovery Channel	4.50
Select Plus Package: Encore, TCM, HGTV, Sci-Fi, CNNSI, The History Channel, CNNfn, ESPN2	1.99
Medicaid Rate	\$28.34

Optional a la carte Services

A la carte channels may be purchased individually. There is no requirement to purchase the entire Select Plus package to receive any of these channels:

Encore, TCM, HGTV, Sci-Fi, The History Channel, CNNfn, ESPN2, CNNSI	.55 cents each
--	----------------

Optional Services

HBO, Cinemax, Showtime,.	\$11.95 ea.
The Disney Channel, Starz	
Any 2 Premium Services	\$18.95
Any 3 premium -----	\$25.95
Any 4 premium -----	\$32.95
Any 5 premium -----	\$39.95

Pay-Per-View

Movies -----	\$3.95
Playboy TV (4 hour block) -----	\$5.95
AdultTVision -----	\$6.95
Special Events -----	per event

Equipment

Channel Selector (s) & Equipment	
8600X Addressable	\$ 2.79
Standard	.80
Remote Control	.38

Service Charges**Primary Trip**

Unwired home installation	\$ 34.63
Prewired home installation	23.90
Additional outlet	13.82
Underground installation	47.39

Special Trip

Additional outlet	\$21.59 ea.
Truck trip	18.83
VCR/AB switch installation	21.59
Relocate outlet	21.59

Other Charges

Transfer, prewired home	\$23.90
Custom hourly rate	31.72
Electronic change	1.99
Non-cable related service call	18.83
Collection charge	18.83
Late charge	4.00

Rates subject to change.

Franchise fees, FCC regulatory fees and sales tax not included in rates.

Franchise fees vary by community.

Other charges may apply.

Basic Service is required to receive Standard Service.

Standard Service is required to receive a la carte services.

An 8600X Terminal is required to receive some a la carte services.

Rates effective 1/1/98

TIME WARNER COMMUNICATIONS

FCC TECHNICAL STANDARDS TESTING

(Proof of Performance)

FCC Standards No. 76.601 (b), 76.605 (a) (1-13)

SYSTEM NAME: TWC/FINGERLAKES

**LOCATION: 3518 SUTTON ROAD
GENEVA, NY 14456**

HEADEND/HUB SITE: GENEVA

TESTED BY: MICHAEL PETTIT
(July '98)

**FCC
TECHNICAL
STANDARDS
TESTS**

DIVISION : ROCHESTER, N.Y.
 SYSTEM : TIME WARNER COMMUNICATIONS/FINGERLAKES
 HUBSITE : GENEVA, N.Y.
 DATE : 8/02/96
 REVIEWED BY : TOM ALLEN
 CHIEF TECH/PLANT MGR : TOM ALLEN

FCC PERFORMANCE TEST LOG

SYSTEM: TIME WARNER COMMUNICATIONS
 HEADEND: GENEVA, N.Y.

System Operation Began: 1970
 Number of Subscribers : 11003
 Test Date(s) : 7/16-7/17/96

FCC REFERENCE	TEST CONDUCTED SYSTEM PARAMETER	DATE TEST CONDUCTED
76.605 (a) (1)	Subscriber Terminal	NR
76.605 (a) (2)	Aural Center Frequency	7/16/96
76.605 (a) (3)	Visual Signal Level	7/16/96
76.605 (a) (4)	Visual Carrier Level Variation (24 hr test)	AUGUST 96
76.605 (a) (5)	Aural Signal Level	7/16-7/17/96
76.605 (a) (6)	Amplitude Characteristics	7/16-7/17/96
76.605 (a) (7)	Visual Signal to System Noise	7/16-7/17/96
76.605 (a) (8)	Coherent Distortions	7/16-7/17/96
76.605 (a) (9)	Terminal Isolation	Provide Specification Sheet
76.605 (a) (10)	Hum Modulation Levels	7/16-7/17/96
76.605 (a) (11)	Chrominance-Luminance Delay	02/13/95
76.605 (a) (12)	Differential gain	02/13/95
76.605 (a) (13)	Differential Phase	02/13/95

* Insert NR to mean not required (or not tested) at this time.

Tests conducted by: MICHAEL PETTIT

TWC
PROOF OF PERFORMANCE TESTS

In accordance with instructions outlined in Section 76.601, Subpart K of Part 76—Cable Television Service, under Title 47 — Telecommunications, of FCC Rules and Regulations date 1 April 1992, for determining the extent to which:

System Name: **TIME WARNER COMMUNICATIONS**

System No: **03796-01**

Location : **GENEVA, N.Y.**

County: **ONTARIO**

State : **NEW YORK**

Communities served:

FCC Community Codes:

1. **TOWN OF GENEVA**
2. **TOWN OF SENECA**
3. **CITY OF GENEVA**
4. **VILLAGE OF SENECA FALLS**
5. **TOWN OF SENECA FALLS**
6. **TOWN OF WATERLOO**
7. **VILLAGE OF WATERLOO**
- 8.
- 9.
- 10.
- 11.
- 12.

1. **NY0211**
2. **NY0499**
3. **NY0390**
4. **NY0385**
5. **NY0384**
6. **NY0487**
7. **NY0228**
- 8.
- 9.
- 10.
- 11.
- 12.

Initial date of operation : **1970**

Center coordinates: N. Latitude : **42-51-42 N**
 W. Longitude: **77-02-42 W**

FCC—filed operating radius:

complies with the standards set forth in section 76.605.

Qualification Statement: **Technician / Engineer Supervising and/or Conducting Tests**

Name : **MICHAEL PETTIT**

Title: **TECHNICIAN**

Company : **TIME WARNER COMMUNICATIONS**

Phone: **315-781-1551**

Address : **3518 SUTTON RD, GENEVA, N.Y. 14456**

FCC License No :

Expires:

Experience : **NCTI TECH COURSE, CATV TECH SEMINARS, TRAINED BY TOM DESEYN**

Education : **HIGH SCHOOL DIPLOMA**

In my best judgement, all measurements made demonstrate conformity with the performance requirements set forth in Section 76.605 of the "Commission's Rules and Regulations" governing cable television "Performance Tests" and accepted engineering procedures. All tests were made under conditions which reflect system performance during normal operations.

Signatures:

Supervising Technician/Engineer

Date

System Manager

Date

**TWC
FCC TECHNICAL STANDARDS TESTING
EQUIPMENT LIST**

COMPANY: Time Warner Communications
3518 Sutton Road
Geneva, N.Y. 14456

TEST CONDUCTED BY: MIKE PETTIT
JOB TITLE : TECHNICIAN
TEST DATE : 7/16/96

(QUALIFICATIONS OF TEST ENGINEER)

NCTI TECH COURSE, CATV TECH SEMINARS, TRAINED BY TOM DESEYN

(TEST EQUIPMENT USED)

ITEM #				LAST CALB.
TYPE	MANUFACTURER	MODEL	SERIAL #	DATE
1	Tektronix	2710 Spectrum Analyzer	B034368	6/96
2	WaveTek	SAM 2000 FSM	9363166	N/A
3	WaveTek	C1 Osc. Camera	8143107	N/A
4	WaveTek	Mod. 193 Mod. Sweep Gen	D6140672	N/A
5	WaveTek	PP-75 BPF	2305016	N/A
6	Leader	LDC-824S WFM	9100364	2/94

TVC
PROOF OF PERFORMANCE
CHANNELS and SIGNALS CARRIAGE LIST
FCC Section 76.601(b)

SYSTEM NAME: TVC/FINGERLAKES
HEADEND : GENEVA, N.Y.

TEST DATE: 07/18/96
MON DATE : 08/02/96

FILENAME: SIG-CAR.VRI
ENG/TECH: MIKE PETTIT
INITIALS:

Note: "Ae" denotes aeronautical-band channel.

COMPLETE FOR CLASS I (BROADCAST) CHANNELS

Description of Primary		Tiering	Origination City	Off Air	Call Sign	Network or Indep	Freq Offset ± (kHz)	Reception Off Air, M/W Satellite Studio, ETC.
Channel	Class Network Affiliate, ESPN (I-IV) Local, Weather, Ed Access,							
2	NETWORK AFFL.	BASIC	BOCH., NY	21	WXXI	PBS	0.0	OFF-AIR
3	NETWORK AFFL.	BASIC	SYRA., NY	3	WSTN	NBC	-10.0	OFF-AIR
4	NETWORK AFFL.	BASIC	SATELLITE		WVOR	IND	0.0	SAT./TVMO.
5	NETWORK AFFL.	BASIC	SYRA., NY	5	WTVH	CBS	-10.0	OFF-AIR
6	NETWORK AFFL.	BASIC	SYRA., NY	68	WSYR	FOX	-10.0	OFF-AIR
A-2/98 Ae	REQUEST 2	PPV	SATELLITE				25	SAT./TVMO.
A-1/99 Ae	REQUEST 1	PPV	SATELLITE				25	SAT./TVMO.
A/14 Ae	VTBS	PAY	SATELLITE				12.5	SAT./TVMO.
B/15 Ae	DISNEY	PAY	SATELLITE				12.5	SAT./TVMO.
C/16 Ae	CNN	PAY	SATELLITE				12.5	SAT./TVMO.
D/17	TNT	BASIC	SATELLITE				0.0	SAT./TVMO.
E/18	DISCOVERY	PAY	SATELLITE				0.0	SAT./TVMO.
F/19	US	BASIC	SATELLITE				75.0	SAT./TVMO.
G/20	CNBC	BASIC	SATELLITE				0.0	SAT./TVMO.
H/21	LIFETIME	BASIC	SATELLITE				0.0	SAT./TVMO.
I/22	SHOWTIME	PAY	SATELLITE				0.0	SAT./TVMO.
7	NETWORK AFFL.	BASIC	BOCH., NY	31	WUHF	FOX	10.0	OFF-AIR
8	NETWORK AFFL.	BASIC	BOCH., NY	8	WROC	CBS	0.0	OFF-AIR
9	NETWORK AFFL.	BASIC	SYRA., NY	9	WIXT	ABC	-10.0	OFF-AIR
10	NETWORK AFFL.	BASIC	BOCH., NY	10	WHEM	NBC	10.0	OFF-AIR
11	INDEPENDENT	BASIC	SATELLITE		VPTX	IND	0.0	SAT./TVMO.
12	TNN/LOCAL ORIGINATION	BASIC	SAT./LOCAL				0.0	SAT./LOCAL
13	NETWORK AFFL.	BASIC	BOCH., NY	13	WOKR	ABC	-10.0	OFF-AIR
J/23	CHBC/PLAYBOY CH.	BASIC	SATELLITE				0.0	SAT./TVMO.
K/24	MTV	BASIC	SATELLITE				0.0	SAT./TVMO.
L/25 Ae	CMTV/PREVIEW	BASIC/PAY	SATELLITE				12.5	SAT./TVMO.
M/26 Ae	NBO	PAY	SATELLITE				12.5	SAT./TVMO.
N/27 Ae	QVC	BASIC	SATELLITE				12.5	SAT./TVMO.
O/28 Ae	ESPN/SPORTS CH., NY	BASIC	SATELLITE				12.5	SAT./TVMO.
P/29 Ae	BULLETIN BOARD/ABC	BASIC	SATELLITE				12.5	SAT./TVMO.
Q/30 Ae	CINIMAX	PAY	SATELLITE				12.5	SAT./TVMO.
R/31 Ae	ESPN	BASIC	SATELLITE				12.5	SAT./TVMO.
S/32 Ae	THE WEATHER CH.	BASIC	SATELLITE				12.5	SAT./TVMO.
T/33 Ae	E!ENTERTAINMENT/MSG	BASIC	SATELLITE				12.5	SAT./TVMO.
U/34 Ae	ANTS & ENTERTAINMENT	BASIC/PAY	SATELLITE				12.5	SAT./TVMO.
V/35 Ae	FAMILY CH.	BASIC	SATELLITE				12.5	SAT./TVMO.
W/36 Ae	NICHELODEON	BASIC	SATELLITE				12.5	SAT./TVMO.
AA/34 Ae	SNEAK PREVIEW	BASIC	SATELLITE				12.5	SAT./TVMO.
BB/38 Ae	NETWORK AFFL.	BASIC	SYRA., NY	24	WCNY	PBS	0	OFF-AIR

TWC
PROOF OF PERFORMANCE
FREQUENCY BOUNDARIES AND SEPARATION
FCC 76.605(a)(1)-(3)

SYSTEM: TIME WARNER COMMUNICATIONS
HUBSITE: GENEVA
HUB LOCATION: SUTTON RD

TEST DATE: 7/16/96
RUN DATE: 8/02/96

FILENAME: FRQ-XXX.WR1
ENG/TECH: MIKE PETTIT
INITIALS: _____

FCC Visual Std. +/- 5 kHz for aeronautical frequencies & +/- 25 kHz for Std. FCC off sets.

FCC Visual Std. 4.5MHz +/- 5kHz center freq. of visual

VISUAL CARRIER FREQUENCY MEASUREMENTS

AURAL CARRIER FREQUENCY MEASUREMENTS

Std.Ch.	Ch.No.	O/S	Offset +/- (kHz) enter	Assigned Vis.Car. (MHz)	Measured Vis.Car. (MHz) enter	Deviation (kHz)	VID.FREQ. FLAG	Measured Aural Car. (MHz) enter	Calc. V/A Sep. (MHz)	or Measured Aural Sep. (MHz) enter	Deviation (kHz)	AUR.FREQ. Flag
55.25	2		0.0	55.2500	55.2519	1.9000			0.0000	4.5000	0.0000	
61.25	3		-10.0	61.2400	61.2400	0.0000			0.0000	4.5000	0.0000	
67.25	4		0.0	67.2500	67.2567	6.7000			0.0000	4.4999	-0.1000	
77.25	5		-10.0	77.2400	77.2299	-10.1000			0.0000	4.5005	0.5000	
83.25	6		-10.0	83.2400	83.2608	10.6000			0.0000	4.5000	0.0000	
109.25	A-2/98	Ae	25.0	109.2750	0	0.0000			0.0000	0.0000	0.0000	
115.25	A-1/99	Ae	25.0	115.2750	0	0.0000			0.0000	0.0000	0.0000	
121.25	A/14	Ae	12.5	121.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
127.25	B/15	Ae	12.5	127.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
133.25	C/16	Ae	12.5	133.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
139.25	D/17		0.0	139.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
145.25	E/18		0.0	145.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
151.25	F/19		75.0	151.3250	0.0000	0.0000			0.0000	0.0000	0.0000	
157.25	G/20		0.0	157.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
163.25	H/21		0.0	163.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
169.25	I/22		0.0	169.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
175.25	7		10.0	175.2600	175.2667	6.7000			0.0000	4.4999	-0.4000	
181.25	8		0.0	181.2500	181.2509	0.9000			0.0000	4.4995	-0.5000	
187.25	9		-10.0	187.2400	187.2409	0.9000			0.0000	4.4999	-0.1000	
193.25	10		10.0	193.2600	193.2559	-4.1000			0.0000	4.4999	-0.1000	
199.25	11		0.0	199.2500	199.2505	0.5000			0.0000	4.5000	0.0000	
205.25	12		0.0	205.2500	205.2509	0.9000			0.0000	4.4999	-0.1000	
211.25	13		-10.0	211.2400	211.2466	6.6000			0.0000	4.5000	0.0000	
217.25	J/23		0.0	217.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
223.25	K/24		0.0	223.2500	0.0000	0.0000			0.0000	0.0000	0.0000	
229.25	L/25	Ae	12.5	229.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
235.25	M/26	Ae	12.5	235.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
241.25	N/27	Ae	12.5	241.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
247.25	O/28	Ae	12.5	247.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
253.25	P/29	Ae	12.5	253.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
259.25	Q/30	Ae	12.5	259.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
265.25	R/31	Ae	12.5	265.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
271.25	S/32	Ae	12.5	271.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
277.25	T/33	Ae	12.5	277.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
283.25	U/34	Ae	12.5	283.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
289.25	V/35	Ae	12.5	289.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
295.25	W/36	Ae	12.5	295.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
301.25	AA/37	Ae	12.5	301.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
307.25	BB/38	Ae	12.5	307.2625	0.0000	0.0000			0.0000	0.0000	0.0000	
	*61	Ae	12.5	445.2631		0.0000			0.0000		0.0000	
	*70	Ae	12.5	499.2626		0.0000			0.0000		0.0000	

** MICROWAVE IS PHASE LOCKED **

TWC
PROOF OF PERFORMANCE
VISUAL AND AURAL SIGNAL LEVELS
FCC 76.605(a)(3 & 5)

SYSTEM: TWC/FINGERLAKES
HUBSITE: GENEVA
TP LOCATION: SUTTON RD, GENEVA

TEST DATE: 7/18/96
RUN DATE: 8/02/96

FILENAME: VIS-AUR WR.1
ENG/TECH: MICHAEL PETTIT
INITIALS: _____

Highest Opr.Freq.(MHz): 301 Ch. _____

Test Point # H/E
CASCADE TRUNK AMPS: _____

Pole # _____
LE's: _____

OptX-Mitt 0 Opt.RCVR: 0

FCC Aural Requirements:
Diff. from Visual: 10 - 17dB
Vis.car. Aural Difference
level level level
(dBmV) (dBmV) (dBmV)

FCC Aural Requirements:
Diff. from Visual: 10 - 17dB
Vis.car. Aural Difference
level level level
(dBmV) (dBmV) (dBmV)

Channel	enter	enter	enter	Flag
2	30.0	15	15	
3	30.0	15	15	
4	30.0	15	15	
guard				
5	30.0	15	15	
6	30.0	15	15	
FM (AVRG)		18.0	88-108	/MHZ.
ADD.DATA		30	106.5	/MHZ.
A-2/98	31.0	17	14	
A-1/99	31.0	17	14	
A/14	30.0	15	15	
B/15	31.0	16	15	
C/16	31.0	15	16	
D/17	30.0	16	14	
E/18	31.0	15	16	
F/19	31.0	15	16	
G/20	30.0	15	15	
H/21	31.0	16	15	
I/22	31.0	16	15	
7	31.0	16	15	
8	31.0	16	15	
9	31.0	16	15	
10	31.0	16	15	
11	32.0	17	15	
12	32.0	17	15	
13	32.0	17	15	
J/23	33.0	18	15	
K/24	33.0	19	14	
L/25	34.0	18	16	
M/26	34.0	19	15	
N/27	34.0	20	14	
O/28	35.0	20	15	
P/29	35.0	19	16	
Q/30	34.0	19	15	
R/31	33.0	18	15	
S/32	33.0	18	15	
T/33	34.0	19	15	
U/34	34.0	19	15	
V/35	34.0	19	15	
W/36	34.0	19	15	
AA/37	35.0	20	15	

Channel	enter	enter	enter	Flag
BB/38		0	0	
CC/39		0	0	
DD/40		0	0	
EE/41		0	0	
FF/42		0	0	
GG/43		0	0	
HH/44		0	0	
II/45		0	0	
JJ/46		0	0	
KK/47		0	0	
LL/48		0	0	
MM/49		0	0	
NN/50		0	0	
OO/51		0	0	
PP/52		0	0	
QQ/53		0	0	
RR/54		0	0	
SS/55		0	0	
TT/56		0	0	
UU/57		0	0	
VV/58		0	0	
WW/59		0	0	
XX/60		0	0	
YY/61		0	0	
ZZ/62		0	0	
AAA/63		0	0	
BBB/64		0	0	
CCC/65		0	0	
DDD/66		0	0	
EEE/67		0	0	
FFF/68		0	0	
GGG/69		0	0	
HHH/70		0	0	
III/71		0	0	
JJJ/72		0	0	
KKK/73		0	0	
LLL/74		0	0	
MMM/75		0	0	
NNN/76		0	0	
OOO/77		0	0	
PPP/78		0	0	

NOTES

ALL PIX RATED # 2

TWC
PROOF OF PERFORMANCE
VISUAL AND AURAL SIGNAL LEVELS
FCC 76.605(a)(8 & 5)

SYSTEM: TWC/FINGERLAKES
 HUBSITE: GENEVA
 TP LOCATION: ROUTE 89, SENECA FALLS

TEST DATE: 7/17/96
 RUN DATE: 8/02/96

FILENAME: VIS-AUR WR.1
 ENG/TECH: MICHAEL PETTIT
 INITIALS: _____

Highest Opr.Freq.(MHz): 307 Ch. _____

Test Point # 6
 CASCADE TRUNK AMPS: 45

Pole # 9
 LE's: 2

Opt.X-Mitt: 0 Opt.RCVR: 0

FCC Aural Requirements:
 Diff. from Visual: 10 - 17dB
 Vis.car. level (dBmV) Aural level (dBmV) Difference level (dBmV)

FCC Aural Requirements:
 Diff. from Visual: 10 - 17dB
 Vis.car. level (dBmV) Aural level (dBmV) Difference level (dBmV)

Channel	enter	enter	enter	Flag	Channel	enter	enter	enter	Flag	NOTES
2	6.0	-8	14		BB/38	-4.0	-19	15		ALL PIX RATED # 2
3	8.0	-6	14		CC/39		0	0		
4	9.0	-6	15		DD/40		0	0		
guard					EE/41		0	0		
5	10.0	-5	15		FF/42		0	0		
6	9.0	-7	16		GG/43		0	0		
FM (AVRG)		-20	88-108	/MHZ	HH/44		0	0		
ADD.DATA		9	106.5	/MHZ	II/45		0	0		
A-2/98	10.0	-4	14		JJ/46		0	0		
A-1/99	9.0	-5	14		KK/47		0	0		
A/14	9.0	-7	16		LL/48		0	0		
B/15	9.0	-7	16		MM/49		0	0		
C/16	8.0	-6	14		NN/50		0	0		
D/17	9.0	-7	16		OO/51		0	0		
E/18	7.0	-7	14		PP/52		0	0		
F/19	9.0	-5	14		QQ/53		0	0		
G/20	10.0	-6	16		RR/54		0	0		
H/21	9.0	-6	15		SS/55		0	0		
I/22	10.0	-6	16		TT/56		0	0		
7	8.0	-7	15		UU/57		0	0		
8	7.0	-8	15		VV/58		0	0		
9	7.0	-8	15		WW/59		0	0		
10	7.0	-8	15		XX/60		0	0		
11	8.0	-6	14		YY/61		0	0		
12	10.0	-5	15		ZZ/62		0	0		
13	9.0	-6	15		AAA/63		0	0		
J/23	10.0	-5	15		BBB/64		0	0		
K/24	10.0	-4	14		CCC/65		0	0		
L/25	11.0	-6	17		DDD/66		0	0		
M/26	11.0	-6	17		EEE/67		0	0		
N/27	10.0	-5	15		FFF/68		0	0		
O/28	10.0	-5	15		GGG/69		0	0		
P/29	11.0	-3	14		HHH/70		0	0		
Q/30	12.0	-4	16		III/71		0	0		
R/31	13.0	-1	14		JJJ/72		0	0		
S/32	13.0	-4	17		KKK/73		0	0		
T/33	11.0	-5	16		LLL/74		0	0		
U/34	10.0	-5	15		MMM/75		0	0		
V/35	10.0	-5	15		NNN/76		0	0		
W/36	10.0	-6	16		OOO/77		0	0		
AA/37	7.0	-10	17		PPP/78		0	0		

TWC
PROOF OF PERFORMANCE
VISUAL AND AURAL SIGNAL LEVELS
FCC 78.605(a)(8 & 5)

SYSTEM: TWC/FINGERLAKES
HUBSITE: GENEVA
TP LOCATION: ROUTE 14A, HALL

TEST DATE: 7/17/96
RUN DATE: 8/02/96

FILENAME: VIS-AUR WR.1
ENG/TECH: MICHAEL PETTIT
INITIALS: _____

Highest Opr.Freq.(MHz): 307 Ch. _____

Test Point # 7
CASCADE TRUNK AMPS: 24

Pole # 5
LE's: 2

Opt.X-Mitt: 0 Opt.RCVR: 0

FCC Aural Requirements:
Diff. from Visual: 10 - 17dB
Vis.car. level (dBmV) Aural level (dBmV) Difference level (dBmV)

FCC Aural Requirements:
Diff. from Visual: 10 - 17dB
Vis.car. level (dBmV) Aural level (dBmV) Difference level (dBmV)

Channel	enter	enter	enter	Flag
2	13.0	-2	15	
3	13.0	-2	15	
4	13.0	-2	15	
guard				
5	13.0	-2	15	
6	13.0	-2	15	
FM (AVRG)		-5.0	88-108	/MHZ
ADD.DATA		12	106.5	/MHZ
A-2/98	12.0	-4	16	
A-1/99	10.0	-6	16	
A/14	11.0	-3	14	
B/15	12.0	-4	16	
C/16	13.0	-2	15	
D/17	12.0	-2	14	
E/18	13.0	-3	16	
F/19	12.0	-3	15	
G/20	11.0	-5	16	
H/21	10.0	-5	15	
I/22	11.0	-5	16	
7	11.0	-4	15	
8	10.0	-6	16	
9	9.0	-7	16	
10	9.0	-7	16	
11	8.0	-7	15	
12	8.0	-7	15	
13	9.0	-6	15	
J/23	11.0	-5	16	
K/24	9.0	-5	14	
L/25	10.0	-5	15	
M/26	11.0	-4	15	
N/27	12.0	-2	14	
O/28	12.0	-3	15	
P/29	11.0	-3	14	
Q/30	14.0	0	14	
R/31	14.0	-2	16	
S/32	10.0	-3	13	
T/33	9.0	-4	13	
U/34	12.0	-2	14	
V/35	12.0	-4	16	
W/36	11.0	-5	16	

Channel	enter	enter	enter	Flag
BB/38	15.0	2	13	
CC/39		0	0	
DD/40		0	0	
EE/41		0	0	
FF/42		0	0	
GG/43		0	0	
HH/44		0	0	
II/45		0	0	
JJ/46		0	0	
KK/47		0	0	
LL/48		0	0	
MM/49		0	0	
NN/50		0	0	
OO/51		0	0	
PP/52		0	0	
QQ/53		0	0	
RR/54		0	0	
SS/55		0	0	
TT/56		0	0	
UU/57		0	0	
VV/58		0	0	
WW/59		0	0	
XX/60		0	0	
YY/61		0	0	
ZZ/62		0	0	
AAA/63		0	0	
BBB/64		0	0	
CCC/65		0	0	
DDD/66		0	0	
EEE/67		0	0	
FFF/68		0	0	
GGG/69		0	0	
HHH/70		0	0	
III/71		0	0	
JJJ/72		0	0	
KKK/73		0	0	
LLL/74		0	0	
MMM/75		0	0	
NNN/76		0	0	
OOO/77		0	0	

NOTES

ALL PIX RATED # 2

**TWC
PROOF-OF-PERFORMANCE
CARRIER-TO-NOISE RATIO
FOC 78.605(a)(7)**

SYSTEM NAME: TWC/FINGERLAKES
HUBSITE: GENEVA
TP LOCATION: ROUTE 89, GENEVA FALLS

TEST DATE: 7/17/88
RUN DATE: 8/02/88

FILENAME: CNRWRI
ENG/TECH: MICHAEL PETTIT
INITIALS: _____

TEST POINT #: 6

POLE # 9

CASCADES TRUNKAMPS: 45

LE: 2

OptX-Mitt: _____

Opt.Fov: _____

FOC C/N STD: 43.0 (dB)

CHANNEL	Measured C/N (dB)	Calc. C/N Ratio	Deviation from calc. (dB)	CHAN.	Measured C/N (dB)	Calc. C/N Ratio	Deviation from calc. (dB)	CHAN.	Measured C/N (dB)	Calc. C/N Ratio	Deviation from calc. (dB)	NOTES
	enter	enter			enter	enter			enter	enter		
2	45.0		-45.00	N/27	43.0		-43.00	QQ/53			0.00	C/N MEASUREMENTS WERE TAKEN @ ALL PORTIONS C FREQ. SPECTRUM WHERE THE NOISE FLOOR WAS PRESENT (NO CARRIERS) AND REFERENCED TO THE CLOSEST VIDEO CARRIER.
3			0.00	O/28			0.00	RR/54			0.00	
4			0.00	P/29			0.00	SS/55			0.00	
5	43.0		-43.00	Q/30			0.00	TT/56			0.00	
6			0.00	R/31			0.00	UU/57			0.00	
A-2/68			0.00	S/32	44.0		-44.00	V/58			0.00	
A-1/69			0.00	T/33			0.00	WW/59			0.00	
A/14			0.00	U/34			-44.00	XX/60			0.00	
B/15			0.00	V/35			0.00	YY/61			0.00	
C/16			0.00	W/36	43.0		-43.00	ZZ/62			0.00	
D/17			0.00	AA/37			0.00	AAA/63			0.00	
E/18			0.00	BB/38			0.00	BBB/64			0.00	
F/19	43.0		-43.00	CC/39			0.00	CCC/65			0.00	
G/20			0.00	DD/40			0.00	DDD/66			0.00	
H/21			0.00	EE/41			0.00	DDD/67			0.00	
I/22			0.00	FF/42			0.00	EEE/68			0.00	
7			0.00	GG/43			0.00	FFF/69			0.00	
8			0.00	HH/44			0.00	GGG/70			0.00	
9			0.00	II/45			0.00	HHH/71			0.00	
10	43.0		-43.00	JJ/46			0.00	III/72			0.00	
11			0.00	KK/47			0.00	JJJ/73			0.00	
12			0.00	LL/48			0.00	KKK/74			0.00	
13			0.00	MM/49			0.00	LLL/75			0.00	
J/23			0.00	NN/50			0.00	MMM/76			0.00	
K/24			0.00	OO/51			0.00	NNN/77			0.00	
L/25			0.00	PP/52			0.00	OOO/78			0.00	
M/26			0.00									

*NOTES: (ASSUMING +10dB INTO 1st TRK AMP, (enter) 9.0 dB NOISE FIGURE - TRUNK MODULE, AND IDENTICAL AMPS IN CASCADE = (N @ 1st AMP) -60.0 dB
(ASSUMING +10dB INTO 1st BRIDGE/YLE, 13.5 dB NOISE FIGURE - BRDGR MODULE, AND IDENTICAL AMPS IN CASCADE = -63.5 dB
(ALSO) WITH A (ENTER) dB OPTICAL LOSS, & WITH (enter) CH. LOADING, = (enter) dB C/N OPTICAL LINK PERFORMANCE

*To calculate the carrier-to-noise (C/N) ratio of a single amplifier:
C/N(output) = Output - (-59 + NF + MODULE GAIN - L)
C/N(in) = INPUT - (-59 + NF)

Where: Input = amplifier input in dBm.
-59 = thermal noise (dBm) of 75-ohm Z @ 68 degrees F.
NF = amplifier noise figure in dB.
L = misc. amplifier input losses (e.g. diplex filters, Etc's etc.)

*To calculate C/N at the end of an amp cascade w/identical amp NF's.
(Cascade) C/N = C/N(single amp) - 10log(N)
Where:
N = number of amps in cascade.

TO ADD DIFFERENT C/N's:

$$C/N = 10 \log \left[\frac{C/N1}{10} + \frac{C/N2}{10} + \frac{C/N3}{10} \right]$$

**TWC
PROOF-OF-PERFORMANCE
CARRIER-TO-NOISE RATIO
FCC 76.605(a)(7)**

SYSTEM NAME: TWC/FINGERFLAKES
HUBSITE: GENEVA
TP LOCATION: ROUTE 14A, HALL

TEST DATE: 7/17
RUN DATE: 8/02/98

FILENAME: CNRWRI
ENG/TECH: MICHAEL PETTIT
INITIALS: _____

TEST POINT #: 7 POLE #: 5

CASCADES TRUNKAMPS: 24 LE's: 2 OptX-Mitt: _____ OptRvr: _____ FCC C/N STD: 43.0 (dBc)

CHANNEL	Measured C/N (dBc)	Calc. C/N Ratio	Deviation from calc. (dB)	CHAN.	Measured C/N (dBc)	Calc. C/N Ratio	Deviation from calc. (dB)	CHAN.	Measured C/N (dBc)	Calc. C/N Ratio	Deviation from calc. (dB)	NOTES
	enter	enter			enter	enter			enter	enter		
2	45.0		-45.00	N/27	43.0		-43.00	QQ/53			0.00	C/N MEASUREMENTS WERE TAKEN @ ALL PORTIONS OF FREQ. SPECTRUM WHERE THE NOISE FLOOR WAS PRESENT (NO CARRIERS) AND REFERENCED TO THE CLOSEST VIDEO CARRIER)
3			0.00	O/28			0.00	RR/54			0.00	
4			0.00	P/29			0.00	SS/55			0.00	
5	46.0		-46.00	Q/30			0.00	TT/56			0.00	
6			0.00	R/31			0.00	UU/57			0.00	
2/98			0.00	S/32			0.00	VV/58			0.00	
1/99			0.00	T/33			0.00	WW/59			0.00	
A/14			0.00	U/34	45.0		-45.00	XX/60			0.00	
B/15			0.00	V/35			0.00	YY/61			0.00	
C/16			0.00	W/36			0.00	ZZ/62			0.00	
D/17			0.00	AA/37			0.00	AAA/63			0.00	
E/18			0.00	BB/38	47.0		-47.00	BBB/64			0.00	
F/19	45.0		-45.00	CC/39			0.00	CCC/65			0.00	
G/20			0.00	DD/40			0.00	CCC/66			0.00	
H/21			0.00	EE/41			0.00	DDD/67			0.00	
I/22			0.00	FF/42			0.00	EEE/68			0.00	
7			0.00	GG/43			0.00	FFF/69			0.00	
8			0.00	HH/44			0.00	GGG/70			0.00	
9			0.00	II/45			0.00	HHH/71			0.00	
10	43.0		-43.00	JJ/46			0.00	II/72			0.00	
11			0.00	KK/47			0.00	JJJ/73			0.00	
12			0.00	LL/48			0.00	KKK/74			0.00	
13			0.00	MM/49			0.00	LLL/75			0.00	
J/23			0.00	NN/50			0.00	MMM/76			0.00	
K/24			0.00	OO/51			0.00	NNN/77			0.00	
L/25			0.00	PP/52			0.00	OOO/78			0.00	
M/26			0.00									

*NOTES: (ASSUMING +10dB INTO 1st TRK AMP, (enter) 9.0 dB NOISE FIGURE - TRUNK MODULE, AND IDENTICAL AMPS IN CASCADE = (N @ 1st AMP) -60.0 dBc
(ASSUMING +18dB INTO 1st BRIDGE/PLE, 13.5 dB NOISE FIGURE - BRIDGE MODULE, AND IDENTICAL AMPS IN CASCADE = -63.5 dBc
(ALSO) WITH A (ENTER) dB OPTICAL LOSS, & WITH (enter) CH. LOADING, = (enter) dBc C/N OPTICAL LINK PERFORMANCE

*To calculate the carrier-to-noise (C/N) ratio of a single amplifier:
C/N(output) = Output - (-59 + NF + MODULE GAIN - L)
C/N(in) = INPUT - (-59 + NF)

Where: Input = amplifier input in dBmV.
-59 = thermal noise (dBmV) of 75-ohm Z @ 68 degrees F.
NF = amplifier noise figure in dB.
L = misc. amplifier input losses (e.g. diplex filters, Eq's etc.)

*To calculate C/N at the end of an amp cascade w/identical amp NF's.
(Cascade) C/N = C/N(single amp) - 10log(N)
Where:
N = number of amps in cascade.

TO ADD DIFFERENT C/N's:

$$C/N = 10 \log_{10} \left[10^{\frac{-C/N1}{10}} + 10^{\frac{-C/N2}{10}} + 10^{\frac{-C/N3}{10}} \right]$$

TWC
PROOF of PERFORMANCE
COHERENT DISTORTIONS
FCC 76.605(a)(8)

SYSTEM NAME : TIME WARNER COMMUNICATIONS
H/E LOCATION : GENEVA
SITE LOCATION : ROUTE 88, SENECA FALLS
NO OF ACTIVE CHS: 39
TRUNK CASCADE : 45
LINE EXT CASCADE: 2

TEST DATE: 7/17/96
RUN DATE: 8/02/96

FILENAME: DIST1.WR1
ENG/TECH: MICHAEL PETTIT
INITIALS:
TIME OF TEST: 10:30 AM
Temperature(deg.F): 81 F

	2nd-ord. l-mod & dis Engineering Stc	-55.0 dB	FCC Std:	-51.0 dB
Composite triple beat (30+ chan. systems):	Engineering Stc	-55.0 dB	FCC Std:	-51.0 dB

Channel No.: ALL REMAINING CHANNELS enter -> Freq. Relative to Visual Carrier: 1.25 (MHz) for 2nd Order Notes: VIEWED ALL OPERATING CHANNELS THROUGH A CONVERTER. NO BEATS OR DISTORTIONS WERE VISIBLE, THEREFORE DISTORTIONS ARE BELOW -51 DB. enter ->	2nd-order l-mod.: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: 1.5 (MHz) for 2nd Order Notes: enter ->	2nd-order l-mod.: -54 dB Compare to FCC: 3.0 Comp. Triple beat: -54.0 dB Compare to FCC: 3.0
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC: Comp. Triple beat: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC: Comp. Triple beat: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order Notes: enter ->	2nd-order l-mod.: dB Compare to FCC: Comp. Triple beat: dB Compare to FCC:

PERCENTAGE OF HUM and/or LOW FREQUENCY MODULATION

Measurement Frequency:

FCC 76.605(A)(10)

FCC Standard: 3.0 %

Hum Modulation: 0.5 % <- enter

Compare to FCC: -2.5

TWC
PROOF of PERFORMANCE
COHERENT DISTORTIONS
FCC 78.605(A)(8)

SYSTEM NAME : TIME WARNER COMMUNICATIONS
H/E LOCATION : GENEVA
SITE LOCATION : ROUTE 14A, HALL
NO OF ACTIVE CHS: 38
TRUNK CASCADE : 24
LINE EXT CASCADE: 2

TEST DATE: 7/17/96
RUN DATE: 7/31/96

FILENAME: DIST1.WR1
ENG/TECH: MICHAEL PETTIT
INITIALS:
TIME OF TEST: 1:30 PM
Temperature(deg.F): 86F

Composite triple beat (30+ chan. systems):	2nd-ord. l-mod & dis Engineering Stc	-55.0 dB	FCC Std:	-51.0 dB
	Engineering Stc	-55.0 dB	FCC Std:	-51.0 dB

Channel No.: ALL CHANNELS enter -> Freq. Relative to Visual Carrier: 1.25 (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC:
Notes: VIEWED ALL OPERATING CHANNELS THROUGH A CONVERTER. NO BEATS OR DISTORTIONS WERE VISIBLE, THEREFORE DISTORTIONS ARE BELOW -51 DB. enter ->	Comp. Triple beat: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: -54 dB Compare to FCC: 3.0
	Comp. Triple beat: -54.0 dB Compare to FCC: 3.0
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC:
	Comp. Triple beat: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC:
	Comp. Triple beat: dB Compare to FCC:
Channel No.: enter -> Freq. Relative to Visual Carrier: (MHz) for 2nd Order	2nd-order l-mod.: dB Compare to FCC:
Notes: enter ->	Comp. Triple beat: dB Compare to FCC:

PERCENTAGE OF HUM and/or LOW FREQUENCY MODULATION

FCC 78.605(A)(10)

Measurement Frequency:

FCC Standard: 3.0 %

Hum Modulation: 0.5 % <- enter

Compare to FCC: -2.5

TWC
PROOF OF PERFORMANCE
AMPLITUDE CHARACTERISTICS
FCC 78.605(a)(5)

SYSTEM NAME : TWC/FINGERLAKES

HEADEND : GENEVA

SITE LOCATION: SUTTON RD, GENEVA

Test Date: 7/16/96

Run Date: 8/02/96

FILE NAME: AMPXXXWR.1

ENG/TECH: MKE PETTIT

INITIALS:

FCC Amplitude Requirements

Headend: +/- 2 (dB)

Revised: 07/29/93

MULTIBURST:

FLAG:

.5

.1.0

2.0

3.0

3.58

4.1

Channel	ENTER	ENTER	ENTER	ENTER	ENTER	ENTER
3						
Reference IN (IRE)						
Device OUT (IRE)	42	35	43	55	42	0
(Difference OUT/IN)	0.42	0.35	0.43	0.55	0.42	0.00
20log. (dB)	-7.54	-9.12	-7.33	-5.19	-7.54	
	PV of Measurements				3.93	0.00
17						
Reference IN (IRE)						
Device OUT (IRE)	62	70	80	72	56	0
(Difference OUT/IN)	0.62	0.70	0.80	0.72	0.56	0.00
20log. (dB)	-4.15	-3.10	-1.94	-2.85	-5.04	
	PV of Measurements				3.10	0.00
21						
Reference IN (IRE)						
Device OUT (IRE)	54	52	60	62	52	
(Difference OUT/IN)	0.54	0.52	0.60	0.62	0.52	0.00
20log. (dB)	-5.35	-5.68	-4.44	-4.15	-5.68	
	PV of Measurements				1.53	0.00
10						
Reference IN (IRE)						
Device OUT (IRE)	60	62	62	44	40	0
(Difference OUT/IN)	0.60	0.62	0.62	0.44	0.40	0.00
20log. (dB)	-4.44	-4.15	-4.15	-7.13	-7.96	
	PV of Measurements				3.81	0.00
13						
Reference IN (IRE)						
Device OUT (IRE)	54	54	53	44	40	0
(Difference OUT/IN)	0.54	0.54	0.53	0.44	0.40	0.00
20log. (dB)	-5.35	-5.35	-5.51	-7.13	-7.96	
	PV of Measurements				2.61	0.00
27						
Reference IN (IRE)						
Device OUT (IRE)	40	64	64	62	56	
(Difference OUT/IN)	0.40	0.64	0.64	0.62	0.56	0.00
20log. (dB)	-7.96	-3.68	-3.68	-4.15	-5.04	
	PV of Measurements				4.08	0.00
35						
Reference IN (IRE)						
Device OUT (IRE)	61	62	52	51	48	
(Difference OUT/IN)	0.61	0.52	0.52	0.51	0.48	0.00
20log. (dB)	-4.29	-5.68	-5.68	-5.85	-6.38	
	PV of Measurements				2.06	0.00

TWC
PROOF OF PERFORMANCE
AMPLITUDE CHARACTERISTICS
FCC 76.605(a)(6)

SYSTEM NAME : TWC/FINGERLAKES

HEADEND : GENEVA

SITE LOCATION: ROUTE 89, SENECA FALLS

FCC Amplitude Requirements

Headend: +/- 2 (dB)

MULTIBURST:

Test Date: 7/17/96

Run Date: 8/02/96

FILE NAME: AMPXXXWR.1

ENG/TECH: MIKE PETTIT

INITIALS:

Revised: 07/29/93

FLAG:

.5 .1.0 2.0 3.0 3.58 4.1

Channel	ENTER	ENTER	ENTER	ENTER	ENTER	ENTER
3						
Reference IN (IRE)						
Device OUT (IRE)	46	53	55	70	56	0
(Difference OUT/IN)	0.46	0.53	0.55	0.70	0.56	0.00
20log. (dB)	-6.74	-5.51	-5.19	-3.10	-5.04	
	PV of Measurements				3.65	0.00
17						
Reference IN (IRE)						
Device OUT (IRE)	64	72	68	70	62	0
(Difference OUT/IN)	0.64	0.72	0.68	0.70	0.62	0.00
20log. (dB)	-3.88	-2.85	-1.72	-3.10	-4.15	
	PV of Measurements				2.43	0.00
21						
Reference IN (IRE)						
Device OUT (IRE)	60	60	64	70	62	
(Difference OUT/IN)	0.60	0.60	0.64	0.70	0.62	0.00
20log. (dB)	-4.44	-4.44	-3.88	-3.10	-4.15	
	PV of Measurements				1.34	0.00
10						
Reference IN (IRE)						
Device OUT (IRE)	64	72	68	52	48	0
(Difference OUT/IN)	0.64	0.72	0.68	0.52	0.48	0.00
20log. (dB)	-3.88	-2.85	-3.35	-5.68	-6.38	
	PV of Measurements				3.52	0.00
12						
Reference IN (IRE)						
Device OUT (IRE)	58	60	60	56	50	0
(Difference OUT/IN)	0.58	0.60	0.60	0.56	0.50	0.00
20log. (dB)	-4.73	-4.44	-4.44	-5.04	-6.02	
	PV of Measurements				1.58	0.00
27						
Reference IN (IRE)						
Device OUT (IRE)	72	70	70	72	68	
(Difference OUT/IN)	0.72	0.70	0.70	0.72	0.68	0.00
20log. (dB)	-2.85	-3.10	-3.10	-2.85	-3.35	
	PV of Measurements				0.50	0.00
35						
Reference IN (IRE)						
Device OUT (IRE)	68	66	62	56	53	
(Difference OUT/IN)	0.68	0.66	0.62	0.56	0.53	0.00
20log. (dB)	-3.35	-3.61	-4.15	-5.04	-5.51	
	PV of Measurements				2.16	0.00

TWC
PROOF OF PERFORMANCE
AMPLITUDE CHARACTERISTICS
FCC 76.605(a)(6)

SYSTEM NAME : TWC/FINGERLAKES

HEADEND : GENEVA

SITE LOCATION: ROUTE 14A HALL

FCC Amplitude Requirements

Headend: +/- 2 (dB)

MULTIBURST:

Test Date: 7/17/96

Run Date: 8/02/96

FILE NAME: AMPXXXWR.1

ENG/TECH: MIKE PETTIT

INITIALS:

Revised: 07/29/93

FLAG:

.5

1.0

2.0

3.0

3.58

4.1

Channel	ENTER	ENTER	ENTER	ENTER	ENTER	ENTER
3						
Reference IN (IRE)						
Device OUT (IRE)	42	40	50	60	46	0
(Difference OUT/IN)	0.42	0.40	0.50	0.60	0.46	0.00
20log. (dB)	-7.54	-7.96	-6.02	-4.44	-6.74	
	PV of Measurements				3.52	0.00
17						
Reference IN (IRE)						
Device OUT (IRE)	62	72	82	74	62	0
(Difference OUT/IN)	0.62	0.72	0.82	0.74	0.62	0.00
20log. (dB)	-4.15	-2.85	-1.72	-2.62	-4.15	
	PV of Measurements				2.43	0.00
21						
Reference IN (IRE)						
Device OUT (IRE)	60	58	62	64	60	
(Difference OUT/IN)	0.60	0.58	0.62	0.64	0.60	0.00
20log. (dB)	-4.44	-4.73	-4.15	-3.88	-4.44	
	PV of Measurements				0.86	0.00
10						
Reference IN (IRE)						
Device OUT (IRE)	56	62	60	54	50	0
(Difference OUT/IN)	0.56	0.62	0.60	0.54	0.50	0.00
20log. (dB)	-5.04	-4.15	-4.44	-5.35	-6.02	
	PV of Measurements				1.87	0.00
13						
Reference IN (IRE)						
Device OUT (IRE)	60	66	62	50	46	0
(Difference OUT/IN)	0.60	0.66	0.62	0.50	0.46	0.00
20log. (dB)	-4.44	-3.61	-4.15	-6.02	-6.74	
	PV of Measurements				3.14	0.00
27						
Reference IN (IRE)						
Device OUT (IRE)	70	72	70	70	63	
(Difference OUT/IN)	0.70	0.72	0.70	0.70	0.63	0.00
20log. (dB)	-3.10	-2.85	-3.10	-3.10	-4.01	
	PV of Measurements				1.16	0.00
35						
Reference IN (IRE)						
Device OUT (IRE)	62	60	52	50	46	
(Difference OUT/IN)	0.62	0.60	0.52	0.50	0.46	0.00
20log. (dB)	-4.15	-4.44	-5.68	-6.02	-6.74	
	PV of Measurements				2.59	0.00

TWC
PROOF OF PERFORMANCE
24-HOUR VARIATION IN VISUAL SIGNAL LEVEL
FCC 76.605(a)(4)

System Name: TWC/FINGERLAKES
 H/E location: GENEVA
 Site location: ROUTE 89-SENECA FALLS
 Test Point No.: 6
 Pole No.: 9

RUN DATE: 9/23/96
 Highest Operating Freq.: 307.25 MHz
 Location's FCC Max. P/V: 11 dB

Filename: T24-xxxx.WRI
 Eng./Tech.: WADE DUTCHER
 Initials:
 FCC REQUIREMENT: 0 - 300 MHz = 10 dB
 301 - 400 MHz = 11 dB
 401 - 500 MHz = 12 dB
 501 - 600 MHz = 13 dB

	Test #1				Test #2				Test #3				Test #4				24 Hour P/V Per Channel FLAG
	DATE: 9/04/96				DATE: 9/04/96				DATE: 9/04/96				DATE: 9/04/96				
	TIME: 6:50AM (AM/PM)				TIME: 11:40AM (AM/PM)				TIME: 4:40PM (AM/PM)				TIME: 8:30PM (AM/PM)				
	CH		LEVEL		CH		LEVEL		CH		LEVEL		CH		LEVEL		
	(MHz)		(dBmV)		(MHz)		(dBmV)		(MHz)		(dBmV)		(MHz)		(dBmV)		
	PEAK	31 /	18.0		PEAK	30 /	16.0		PEAK	35 /	17.0		PEAK	34 /	18.0		
VALLEY	2 /	7.0		VALLEY	2 /	7.0		VALLEY	2 /	7.0		VALLEY	2 /	7.0			
	Test 1 P/V (dB): 11.0				Test 2 P/V (dB): 9.0				Test 3 P/V (dB): 10.0				Test 4 P/V (dB): 11.0				
	Visual Carrier Level				Visual Carrier Level				Visual Carrier Level				Visual Carrier Level				
(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)		
	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change		
2	7	13	6.0	7	12	5.0	7	9	2.0	7	9	2.0	7	9	2.0		
3	10	13	3.0	8	12	4.0	9	10	1.0	9	11	2.0	9	11	2.0		
4	11	13	2.0	10	12	2.0	10	11	1.0	11	11		11	11			
5	12	15	3.0	11	13	2.0	11	11		11	11		11	11			
6	12	15	3.0	11	14	3.0	12	12		12	12		12	11	1.0		
A-2/96	12	14	2.0	11	12	1.0	12	10	2.0	12	9	3.0	12	9	3.0		
A-1/96	13	15	2.0	12	13	1.0	12	11	1.0	12	11	1.0	12	11	1.0		
A/14	13	16	3.0	11	14	3.0	11	12	1.0	12	11	1.0	12	11	1.0		
B/15	12	18	6.0	11	14	3.0	11	11		12	11	1.0	12	11	1.0		
C/16	12	17	5.0	11	15	4.0	11	12	1.0	12	12		12	12			
D/17	12	16	4.0	10	15	5.0	10	18	3.0	12	13	1.0	12	13	1.0		
E/18	12	17	5.0	10	15	5.0	11	14	3.0	12	13	1.0	12	13	1.0		
F/19	12	18	6.0	10	16	6.0	10	13	3.0	12	12		12	12			
G/20	14	18	4.0	11	16	5.0	12	14	2.0	13	14	1.0	13	14	1.0		
H/21	14	18	4.0	12	16	4.0	12	14	2.0	13	14	1.0	13	14	1.0		
I/22	14	18	4.0	11	15	4.0	12	15	3.0	12	14	2.0	12	14	2.0		
7	12	17	5.0	11	16	5.0	12	15	3.0	12	14	2.0	12	14	2.0		
8	12	16	4.0	10	15	5.0	8	13	5.0	10	12	2.0	10	12	2.0		
9	12	17	5.0	9	15	6.0	6	13	7.0	7	12	5.0	7	12	5.0		
10	12	17	5.0	9	17	8.0	8	15	7.0	8	15	7.0	8	15	7.0		
11	12	19	7.0	9	18	9.0	11	16	5.0	12	16	4.0	12	16	4.0		
12	14	19	5.0	11	18	7.0	14	18	2.0	15	17	2.0	15	17	2.0		
13	14	19	5.0	12	19	7.0	14	16	2.0	15	17	2.0	15	17	2.0		
J/23	13	22	9.0	11	20	9.0	12	18	6.0	12	18	6.0	12	18	6.0		
K/24	16	22	6.0	12	21	9.0	14	18	4.0	15	19	4.0	15	19	4.0		
L/25	18	23	5.0	13	21	8.0	15	18	3.0	16	19	3.0	16	19	3.0		
M/26	18	22	4.0	15	20	5.0	16	18	2.0	17	18	1.0	17	18	1.0		
N/27	18	22	4.0	15	20	5.0	16	18	2.0	18	18		18	18			
O/28	15	20	5.0	14	19	5.0	15	16	1.0	16	17	1.0	16	17	1.0		
P/29	16	21	5.0	15	18	3.0	16	18	3.0	16	18	2.0	16	18	2.0		
Q/30	16	22	6.0	15	19	4.0	15	19	4.0	15	18	3.0	15	18	3.0		
R/31	18	22	4.0	16	20	4.0	16	19	3.0	17	19	2.0	17	19	2.0		
S/32	16	23	7.0	16	20	4.0	16	19	3.0	17	19	2.0	17	19	2.0		
T/33	16	22	6.0	16	19	3.0	16	18	2.0	17	18	1.0	17	18	1.0		
U/34	15	21	6.0	15	19	4.0	17	18	1.0	18	18		18	18			
V/35	15	22	7.0	15	19	4.0	17	19	2.0	18	19	1.0	18	19	1.0		
W/36	16	22	6.0	15	19	4.0	15	19	4.0	16	19	3.0	16	19	3.0		
AA/37	15	19	4.0	13	18	5.0	13	16	3.0	14	16	2.0	14	16	2.0		
BB/38	11	15	4.0	10	13	3.0	11	11		11	12	1.0	11	12	1.0		

TWC
PROOF OF PERFORMANCE
24-HOUR VARIATION IN VISUAL SIGNAL LEVEL
FCC 78.605(a)(4)

System Name: TWC/FINGERLAKES
 H/E location: GENEVA
 Site location: ROUTE 14A-HALL
 Test Point No.: 7
 Pole No.: 5

RUN DATE: 9/23/96
 Highest Operating Freq.: 307.25 MHz
 Location's FCC Max. P/V: 11 dB

Filename: T24-xxxx.WR1
 Eng./Tech.: WADE DUTCHER
 Initials:
 FCC REQUIREMENT: 0 - 300 MHz = 10 dB
 301 - 400 MHz = 11 dB
 401 - 500 MHz = 12 dB
 501 - 600 MHz = 13 dB

(dBmV)	Test #1				Test #2				Test #3				Test #4				24 Hour P/V Per Channel FLAG
	DATE: 9/04/96				DATE: 9/04/96				DATE: 9/04/96				DATE: 9/04/96				
	TIME: 5:50AM (AM/PM)				TIME: 10:45AM (AM/PM)				TIME: 3:50PM (AM/PM)				TIME: 7:45PM (AM/PM)				
	CH		LEVEL		CH		LEVEL		CH		LEVEL		CH		LEVEL		
	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	(MHz)	(dBmV)	
	PEAK	31 /	20.0		PEAK	38 /	15.0		PEAK	38 /	16.0		PEAK	38 /	16.0		
VALLEY	38 /	11.0		VALLEY	12 /	7.0		VALLEY	11 /	8.0		VALLEY	26 /	9.0			
Test 1 P/V (dB): 9.0				Test 2 P/V (dB): 8.0				Test 3 P/V (dB): 8.0				Test 4 P/V (dB): 7.0					
Visual Carrier Level				Visual Carrier Level				Visual Carrier Level				Visual Carrier Level					
(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)	(dBmV)	(dBmV)	(dBmV)	(dB)		
	Current	6 Month	Change	Current	6 Month	Change		Current	6 Month	Change		Current	6 Month	Change			
2	14	14		14	14			14	14			14	9	5.0	5		
3	15	15		14	14			14	14			14	11	3.0	4		
4	15	15		14	14			15	14	1.0		14	11	3.0	4		
5	16	15	1.0	15	14	1.0		15	14	1.0		15	11	4.0	4		
6	16	15	1.0	15	14	1.0		13	14	1.0		15	11	4.0	4		
A-2/96	16	14	2.0	13	14	1.0		13	15	2.0		13	9	4.0	6		
A-1/96	14	15	1.0	13	15	2.0		14	14			13	11	2.0	4		
A/14	16	15	1.0	14	15	1.0		15	15			14	11	3.0	4		
B/15	17	15	2.0	15	15			14	15	1.0		15	11	4.0	4		
C/16	16	15	1.0	14	15	1.0		15	15			14	12	2.0	3		
D/17	16	16		15	17	2.0		14	16	2.0		15	13	2.0	4		
E/18	17	16	1.0	15	16	1.0		14	15	1.0		16	13	2.0	3		
F/19	17	15	2.0	14	15	1.0		13	14	1.0		14	12	2.0	3		
G/20	16	15	1.0	13	14	1.0		11	14	3.0		14	14		1		
H/21	16	14	2.0	13	13			12	13	1.0		12	14	2.0	1		
I/22	15	15		13	15	2.0		13	15	2.0		13	14	1.0	1		
7	14	15	1.0	11	14	3.0		12	14	2.0		14	14		1		
8	15	15		12	14	2.0		11	14	3.0		13	12	1.0	3		
9	14	15	1.0	11	14	3.0		10	14	4.0		13	12	1.0	3		
10	15	14	1.0	10	14	4.0		8	14	6.0		12	15	3.0	1		
11	15	14	1.0	11	15	4.0		12	14	2.0		11	16	5.0	2		
12	14	15	1.0	7	15	8.0		12	14	2.0		11	17	6.0	3		
13	13	15	2.0	9	15	6.0		12	14	2.0		12	17	5.0	3		
J/23	16	17	1.0	10	17	7.0		14	15	1.0		13	18	5.0	3		
K/24	15	16	1.0	9	15	6.0		15	15			11	19	8.0	4		
L/25	10	16	6.0	10	15	5.0		13	16	3.0		10	19	9.0	4		
M/26	12	17	5.0	12	16	4.0		12	16	4.0		9	18	9.0	2		
N/27	13	16	3.0	11	16	5.0		14	16	2.0		9	18	9.0	2		
O/28	14	16	2.0	10	15	5.0		13	15	2.0		11	17	6.0	2		
P/29	13	16	3.0	12	15	3.0		12	15	3.0		13	18	5.0	3		
Q/30	17	15	2.0	15	15			14	15	1.0		15	18	3.0	3		
R/31	20	17	3.0	10	17	7.0		12	18	6.0		17	19	2.0	2		
S/32	17	15	2.0	9	14	5.0		12	15	3.0		13	19	6.0	5		
T/33	15	15		11	15	4.0		12	15	3.0		10	18	8.0	3		
U/34	16	15	1.0	13	14	1.0		14	15	1.0		11	18	7.0	4		
V/35	16	16		13	17	4.0		14	16	2.0		13	19	6.0	3		
W/36	12	14	2.0	13	15	2.0		13	15	2.0		13	19	6.0	5		
AA/37	12	13	1.0	13	14	1.0		13	14	1.0		13	16	3.0	3		
BB/38	11	15	4.0	15	15			16	15	1.0		16	12	4.0			

STATE OF NEW YORK

ss

SENECA COUNTY

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING**

PLEASE TAKE NOTICE
that the Seneca Falls Town Board
will hold a Public Hearing on
Tuesday, October 6, 1998 at 7:15
P.M. in the Town Hall Meeting
Rooms, 10 Fall Street, Seneca
Falls, New York, for the purpose
of reviewing the application from
Time Warner Entertainment-
Advance/Newhouse Partnership,
formerly Cablevision Industries,
Inc., for the renewal of their cable
television Franchise Agreement.

The above application is open
for inspection at the Office of the
Town Clerk of the Town of
Seneca Falls, New York at 10 Fall
Street, Seneca Falls, New York.

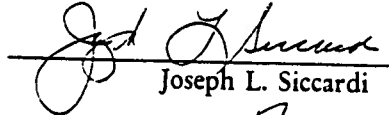
Persons wishing to appear at
such Hearing may do so in person
or by attorney, or other representa-
tives.

Communications in writing in
relation thereto may be filed with
the Board at such Meeting.

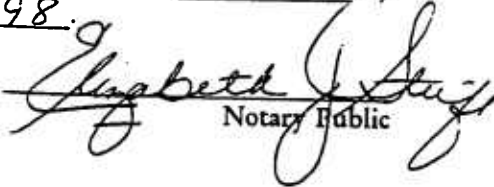
NICALETTA J. GREER
Town Clerk
Town of Seneca Falls

#8417-39-1/1

Joseph L. Siccardi Sr., being duly sworn, deposes and says
that he is the publisher of the *REVEILLE/BETWEEN THE
LAKES*, a weekly newspaper published in the Town of
Seneca Falls, Seneca County, NY, and that a legal notice of
which the annexed is a true copy, published in said
newspaper, once each week for one successive week(s), as
follows: Beginning on Thursday, September 24, 1998, and
ending on Thursday, September 24, 1998.


Joseph L. Siccardi

Subscribed and sworn to before me this 7 day
of October 19 98.


Notary Public

My commission expires:

ELIZABETH J. STRIFE
Notary Public, State of New York
Onondaga County No. 5050799
Commission Expires 10/23/ 99

Legal #8417

RESOLUTION

WHEREAS, Time Warner Entertainment-Advance/Newhouse Partnerships' technical ability, financial condition and character were considered in a full public proceeding of the Town Board affording due process culminating in a Public Hearing on October 6, 1998; and

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

WHEREAS, this Franchise complies with the franchise standards of the State of New York Public Service Commission; and

WHEREAS, this Franchise is non-exclusive.

NOW, THEREFORE, BE IT RESOLVED, that the Town 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 in a document dated October 6, 1998, consisting of document and appendices A through C inclusive.

234 SENECA FALLS TOWN BOARD PUBLIC HEARING & MEETING OCTOBER 6, 1998

Cable TV Franchise by Peter Milanesi and seconded by Matt Feola.

Mr. Turkett asked Mrs. Pfeiff to summarize what this Agreement does for the Town. Mrs. Pfeiff stated the Town has been working on this for a couple of years; there was a Committee who worked on it. She said most people feel this has something to do with rates; the Franchise Agreement has nothing to do with rates. She noted the Agreement was changed in several ways, one being we made certain that included were all public and private schools, municipal buildings and fire departments where there would be service at no charge. Also, if Internet access becomes available, we will have that at the Town Hall free of charge. Mr. Turkett asked about the Public Library; Mrs. Pfeiff replied the Library is a private library and receives service through the Finger Lakes Library Association. Mr. Turkett stated it started as a request that these entities would receive free service; is it a requirement that they be a municipality or school. Mrs. Pfeiff replied the contract that this supersedes talks about certain types of entities that are entitled to free service; the Town simply called them out so that there wouldn't be any questions. She added if Mr. Turkett wanted to go back and take a look at the Library, the Board could do that. Mr. Getman indicated the Board would be getting into a problem if they start negotiating on behalf of a not-for-profit corporation; all the not-for-profit corporations will want to jump on. Discussion followed.

Mr. Turkett asked how long is this Agreement good for; Mrs. Pfeiff replied ten years. He said we are in an Agreement now where we are getting a percentage (3%) paid to the Town instead of by number of units. He asked Mr. McGuigan what the breakdown is of other municipalities - how many go with percentage and how many go by unit. Mr. McGuigan replied in the Finger Lakes, they are all on a franchise fee percentage - none per unit. Mr. Turkett asked what is the percentage that other municipalities are at; Mr. McGuigan replied probably 90% are at 3% and a handful are at 5%. He added with the 5%, the 2% incremental increase is passed on to the customers and identified on the bill as franchise fee. Mr. Turkett asked what percentage is Geneva or Auburn at; Mr. McGuigan replied Geneva is at 5% - he doesn't know what Auburn is at. Mr. Turkett asked if Geneva's rates are higher than Seneca Falls' rates; Mr. McGuigan replied they are all uniform right now. Brief discussion followed relative to percentages paid.

Mr. Turkett asked what if the Town doesn't sign the Agreement; ten years is an awful long time with the way technology is going. Mr. Getman replied the Public Service Commission said it should be ten years. Mr. McGuigan added the ten years is because of the investment they have in the system; the State is looking at fifteen year franchises for renewal. Mr. Turkett said is there a finding done by the Committee on the pros and cons of endorsing this; Mrs. Pfeiff replied yes. She added Mr. Getman and Mr. Swinehart worked with the Committee, and it was their recommendation that the Agreement be signed as modified. Mr. Turkett asked if this would prohibit someone from coming in - say three years from now; Mr. McGuigan replied no - this is a non-exclusive franchise. Further discussion followed relative to free service to the Library.

The motion to adopt the above Resolution relative to renewing the Cable TV Franchise made by Peter Milanesi and seconded by Matt Feola was carried
5 ayes, 0 nays.

Donation of Buntings to Celebrate '98 Archives: Mrs. Pfeiff asked the Board to donate the buntings on the Building to the Celebrate '98 archives. She noted they are collecting not only newspaper articles and brochures, but artifacts as well.

A motion was made to donate the buntings on the Town Hall Building to the Celebrate '98 archives by Matt Feola and seconded by Steve Turkett. No questions. Motion carried 5 ayes, 0 nays.

Resignation - Zoning Board of Appeals: A motion was made to accept the resignation of John Nicandri as a Member of the Zoning Board of Appeals by Don Wood and seconded by Matt Feola. No questions. Motion carried 5 ayes, 0 nays.

Mrs. Pfeiff stated there is a file of people who are interested in serving on the various Boards; the Town Clerk will make that available to the Board.

At 7:40 P.M., a motion was made to go into Executive Session for discussion relative to the appointment of a specific Individual to a new position in the Recreation Department, to discuss litigation relative to ITT assessment Lawsuit, to discuss litigation relative to Seneca Meadows and to discuss the acquisition of property where public discussion could affect the value thereof, by Peter Milanesi and seconded by Steve Turkett. No questions. Motion carried 5 ayes, 0 nays.

A motion was made to reopen the regular monthly Meeting at 9:35 P.M. by Matt Feola and seconded by Don Wood. No questions. Motion carried 5 ayes, 0 nays.

A motion was made to appoint Wendy Caraher to a full time position in the Recreation Department at an annual salary of \$18,000.00 subject to Civil Service requirements by Steve Turkett and seconded by Matt Feola. No questions. Motion carried 5 ayes, 0 nays.

Payment of Bills:

A motion was made to approve and order paid the bills of the General Fund in the amount of \$24,615.16 (Abstract #9; vouchers numbered 305-366) by Matt Feola and seconded by Peter Milanesi. No questions. Motion carried 5 ayes, 0 nays.

A motion was made to approve and order paid the bills of the Miscellaneous Fund in the amount of \$21,917.36 (Abstract #9; vouchers numbered 69-77) by Peter Milanesi and seconded by Matt Feola. No questions. Motion carried 5 ayes, 0 nays.

A motion was made to approve and order paid the bills of the Highway Fund in the amount of \$44,001.17 (Abstract #9; vouchers numbered 112-122) by Don Wood and seconded by Matt Feola. No questions. Motion carried 5 ayes, 0 nays.

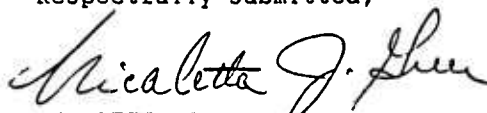
A motion was made to approve and order paid the bills of the Recreation Fund in the amount of \$7,616.69 (Abstract #9; vouchers numbered 419-466) by Matt Feola and seconded by Steve Turkett. No questions. Motion carried 5 ayes, 0 nays.

A motion was made to approve and order paid the bills of the Expendable Trust Fund (Vince's Park) in the amount of \$4,115.43 (Abstract #9; vouchers numbered 174-190) by Steve Turkett and seconded by Don Wood. No questions. Motion carried 5 ayes, 0 nays.

Being there was no further business, a motion was made to adjourn the Meeting by Don Wood and seconded by Steve Turkett. No questions. Motion carried 5 ayes, 0 nays.

Meeting adjourned at 9:40 P.M.

Respectfully submitted,


NICALETTA J. GREER
Town Clerk

TOWN OF SENECA FALLS

A FRANCHISE GRANTING TO TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP, PERMISSION TO CONSTRUCT, OPERATE
AND MAINTAIN A DISTRIBUTION SYSTEM FOR TELEVISION, RADIO, AND OTHER
ELECTRONIC SIGNALS THROUGHOUT THE TOWN OF SENECA FALLS

INDEX

SECTION ONE:	DEFINITIONS
SECTION TWO:	GRANT OF AUTHORITY
SECTION THREE:	COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES
SECTION FOUR:	TERRITORIAL AREA OF FRANCHISE
SECTION FIVE:	LIABILITY AND INDEMNIFICATION
SECTION SIX:	RIGHTS RESERVED BY THE TOWN
SECTION SEVEN:	FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES
SECTION EIGHT:	TRANSACTIONS AFFECTING OWNERSHIP OF THE FRANCHISE
SECTION NINE:	TERMINATION OF FRANCHISE
SECTION TEN:	FRANCHISE RENEWAL
SECTION ELEVEN:	RATES
SECTION TWELVE:	SYSTEM REQUIREMENTS
SECTION THIRTEEN:	PHYSICAL FACILITIES
SECTION FOURTEEN:	CONSTRUCTION
SECTION FIFTEEN:	OPERATION AND SYSTEM MAINTENANCE
SECTION SIXTEEN:	FRANCHISE FEE
SECTION SEVENTEEN:	LINE EXTENSIONS
SECTION EIGHTEEN:	EFFECTIVE DATE
APPENDIX A:	PRIMARY SERVICE AREA
APPENDIX B:	INITIAL SCHEDULE OF RATES
APPENDIX C:	LOCATIONS FOR FREE CABLE SERVICE

FRANCHISE AGREEMENT

A Franchise granting to TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP, or other appropriate entity (hereinafter "Franchisee") permission to construct, operate and maintain a distribution system for television, radio and other electronic signals throughout the TOWN OF SENECA FALLS (hereinafter the Town) and setting terms and conditions herein.

WHEREAS, Time Warner Entertainment-Advance/Newhouse Partnerships' 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 10/6/98, and

WHEREAS, 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 following a full public proceeding affording due process, and

WHEREAS, the Franchisee desires to obtain a Franchise with the Town for a term of ten (10) years, and

WHEREAS, this Franchise complies with the franchise standards of the State of New York Public Service Commission, and

WHEREAS, this Franchise is non-exclusive,

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

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 shall be interpreted consistent with the definitions of the Federal Communications Commission, F.C.C. Rules and Regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 C.F.R. 521 et seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

1.1 "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.

1.2 "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 only subscribers in one or more multiple unit dwelling under common ownership, control, or management, unless such facility or facilities uses 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.

1.3 "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.

1.4 "FCC" means the Federal Communications Commission.

1.5 "Franchise" or "Franchise Agreement" or "Agreement" means this Franchise Agreement as approved by the Town Board.

1.6 "Franchisee" means the Cable Television System operator, Time Warner Entertainment-Advance/Newhouse Partnership, to whom a Franchise is hereby granted for the construction, operation, maintenance, and reconstruction of a Cable Television System and its lawful successors, transferees, or assigns.

1.7 "Gross Revenues" means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Service to subscribers of this franchised municipality. Gross 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.

1.8 "Public Service Commission" means the State of New York Public Service Commission.

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

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

1.11 "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 Television System.

1.12 "Town" shall mean all the territory within the present and future boundaries of the Town of Seneca Falls.

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 extensions 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, and the interception, sale, and redistribution of television, radio, digital, and other electronic signals in order to provide cable service to its Subscribers within the Town.

2.2 The right to use and occupy the streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and which consent shall not be unreasonably withheld. The Town reserves the right to grant identical franchises under the terms of this Agreement to other cable operators at its discretion. If the Town grants a cable franchise to anyone other than the Franchisee, to the extent that the Franchisee's Franchise in whole or in part is inconsistent with such other cable franchise, then, at the Franchisee's option, the Franchisee's Franchise shall be automatically amended or conformed in whole or in part, as the case may be, so that the Franchisee's Franchise is no less favorable than the most favorable cable television franchise granted to any other person, subject to the confirmation of such amendment by the Public Service Commission.

2.3 The rights and privileges of this Franchise shall continue for a period of ten (10) years from the approval of this Franchise by the Town and acceptance by the Franchisee.

SECTION THREE: COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

3.1 The Franchisee shall conform to all applicable laws, rules and regulations of the United States, the State of New York and the Town in the construction and operation of its Cable Television System, and all applicable rules and regulations of the Federal Communications Commission, the Public Service Commission and the Town relating to cable television franchises.

3.2 The terms and conditions of this Franchise are subject to the approval of the Public Service Commission.

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 Section 595.5 of the Rules of the Public Service Commission, is identified on said Appendix A. Areas outside the Primary Service Area will be served in accordance with Section 17 of this Franchise.

SECTION FIVE: LIABILITY AND INDEMNIFICATION

5.1 By its acceptance of this Franchise, the Franchisee specifically agrees that it shall defend and indemnify the Town, its officers, employees, agents, boards and commissions, and hold them harmless from any and all damages, penalties or costs that may arise from a suit filed by a third party due to the granting of the Franchise to Franchisee, or any activities engaged in by Franchisee, excluding any activities that are the result of gross negligence or deliberate acts or omissions of the Town, its officers, employees, agents, boards or commissions.

5.2 By its acceptance of this Franchise, the Franchisee specifically agrees that it shall pay all reasonable expenses incurred by the Town in defending itself with regard to all damages and/or penalties mentioned in Sub-section 5.1 provided the Town gives to the Franchisee prompt notice of claims for damages and penalties upon receipt of the same. These expenses shall be limited to out-of-pocket expenses and reasonable attorneys' fees. Upon notification of any such claims and in connection with the defense of claims, demands, actions, suits, proceedings, damages, costs or liability for which the Franchisee shall assume the defense and agrees to indemnify the Town, the Franchisee shall have the option of selecting the attorney or attorneys to represent the Franchisee and the Town and the right to fully control any settlement or resolution thereof. If a dispute arises between the Town and the Franchisee as to indemnification or responsibility for any underlying damages, the Town shall have the right to select attorneys of its choosing to represent the Town in any such proceedings, and the Franchisee shall reimburse the Town for its costs of defense in the event that it is ultimately held that the Franchisee's denial of coverage or

responsibility was without merit. The Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder.

5.3 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:

5.3.1 One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person within the limit, however, of Two Million Dollars (\$2,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence.

5.3.2 Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) accident, and One Million Dollars (\$1,000,000.00) for property damage in the aggregate.

5.3.3 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.

5.4 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.

5.5 Any Town property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to a serviceable condition.

SECTION SIX: RIGHTS RESERVED BY THE TOWN

6.1 The right is hereby reserved by the Town to adopt such additional general regulations in the exercise of its police power as it shall find necessary, provided that such regulations shall be reasonable and not materially in conflict with the rights and privileges herein granted, nor which shall impose any additional material or unreasonable economic or technical burden on Franchisee.

6.2 The Town, or its officially designated representatives or agents, shall have the right to inspect all pertinent records, books, maps, plans and financial statements and other like

materials maintained by the Franchisee which directly relate to construction and location of facilities within the Town upon reasonable notice and during normal business hours.

6.3 The Town, or its officially designated representatives or agents, upon reasonable 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 this Franchise and other pertinent provisions of law.

6.4 Continuing administration of the provisions of this Franchise shall be the responsibility of the Town through its Supervisor.

6.5 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.

6.6 Upon written request of the Town, the Franchisee shall meet with officials of the Town on an annual basis to review all matters relative to cable television in the Town, with the minutes of such meetings to be delivered to the Company and to be filed with the Town.

SECTION SEVEN: FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES

7.1 Copies of all petitions, applications and communications relating to the Town submitted by the Franchisee to the FCC, the Public Service Commission, or any other Federal, State or Local regulatory commission or agency having jurisdiction in respect to any matters affecting cable communications authorized pursuant to this Franchise shall be submitted, upon request, to the Town.

7.2 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 Board.

SECTION EIGHT: TRANSACTIONS AFFECTING OWNERSHIP OF THE FRANCHISE

The Franchisee shall not transfer this Franchise to any other person, firm, company, corporation or entity other than to a parent corporation or an entity of which either the Franchisee or its parent has majority ownership, without the prior approval of the Town as to the financial and technical ability of such transferee to operate the System. Such permission shall not be unreasonably withheld.

SECTION NINE: TERMINATION OF FRANCHISE

9.1 The Town shall have the right to revoke this Franchise for substantial breach of any of the material terms and conditions of this Franchise by the Franchisee pursuant to existing and applicable law. Said revocation will not be effective until sixty (60) days after written notice of the violation constituting the ground for revocation has been served upon the Franchisee by certified mail, return receipt requested, and Franchisee shall not have corrected the violation within sixty (60) days, or shall have failed to commence to cure such violations as soon as reasonably practicable if such violation cannot be cured within sixty (60) days after notice. Notwithstanding the above, should Franchisee comply, or take reasonable steps to comply with sixty (60) days notice, the right to revoke this Franchise shall immediately be extinguished.

9.2 Prior to any such revocation, the Franchisee shall have the right to challenge the Town's allegations before an impartial administrative fact finder or court of competent jurisdiction. In any such proceeding, both the Franchisee and the Town shall have the right to introduce evidence, to require production of evidence and to question witnesses in accordance with the standards of due process and fair hearing applicable to administrative hearings in the State of New York. The cost of the administrative proceedings shall be borne by the party incurring such costs. Either party may thereafter seek judicial review.

9.3 The Franchisee shall not be in violation of this Franchise and no revocation shall be effected if the Franchisee is prevented from performing its duties and obligations or observing the terms and conditions of this Franchise by an "Act of God," labor disputes, manufacturers' or contractors' inability to timely provide personnel or material or other causes of like or different nature beyond the control of the Franchisee, collectively referred to as "Acts of God." However, this provision shall not excuse failures to comply with applicable State and Federal law without the consent of the commissions or agencies enforcing such law.

SECTION TEN: FRANCHISE RENEWAL

10.1 Upon the expiration of the term hereof (or the option period, if applicable), this Franchise may be renewed by the Town pursuant to the procedures established in this Section and applicable Federal and State law and regulations.

10.2.1 During the six-month period which begins with the 36th month before the expiration of the Franchise, the Town may on its own initiative, and shall at the request of Franchisee, commence proceedings which afford the public in the Franchise area appropriate notice and participation for the purposes of identifying future cable-related community needs and interests; and reviewing the performance of Franchisee under the Franchise during the then current Franchise term.

10.2.2 Upon completion of such proceedings, Franchisee may submit a proposal for renewal. Upon the request of the Town, Franchisee shall submit a proposal for renewal. Any such proposal shall contain such material as the Town may require, including proposals for an upgrade of the Cable Television System. The Town may establish a date by which any such proposal shall be submitted.

10.2.3 Upon submittal of the proposal for renewal, the Town shall provide prompt, public notice of such proposal and, during the four-month period which begins on the submission of a proposal under Subsection 10.2.2, shall either renew the Franchise or issue a preliminary assessment that the Franchise should not be renewed and commence at the request of Franchisee or on its own initiative, an administrative proceeding to consider whether:

- (a) Franchisee has substantially complied with the material terms of the existing Franchise Agreement and with applicable law;
- (b) The quality of Franchisee's cable service, except for the mix, quality and level of programming or other services provided over the system, has been reasonable in light of community needs;
- (c) Franchisee has the financial, legal and technical ability to provide the cable services, facilities, and equipment as set forth in the proposal; and
- (d) The proposal is reasonable to meet future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

10.2.4 In any administrative proceeding, Franchisee and the public shall be afforded notice, and Franchisee and the Town shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence and to question witnesses. A transcript shall be made of any such proceeding. At the completion of an administrative proceeding, the Town shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and shall transmit a certified copy of such decision to Franchisee. Such decision shall state the reasons therefor.

10.2.5 Any refusal to renew a Franchise or denial of a proposal for renewal shall be based on one or more adverse findings made with respect to the factors set forth in Sub-section 10.2.3, based upon the record of the proceeding. The Town may not base a refusal to renew or a denial of renewal upon factors (a) and (b) unless the Town has given Franchisee notice of and an opportunity to cure violations or problems, or has waived its right to object to, or effectively acquiesced in, such violations and problems.

10.2.6 If Franchisee's proposal for renewal has been denied by a final decision of the Town made pursuant to this Section, or if Franchisee has been adversely affected by a failure of the Town to act in accordance with the procedural requirements of this Section, Franchisee may seek

review of such final decision or failure within one hundred twenty (120) days of the issuance of the decision either in the United States District Court for the Western District of New York or in New York State Supreme Court, Seneca County. The court shall grant appropriate relief if it finds that any action of the Town is not in compliance with the procedural requirements of this Section or that the denial of the renewal proposal by the Town is not supported by a preponderance of the evidence based on the record of the proceeding conducted under this Section.

10.2.7 Any decision of the Town on a proposal for renewal shall not be considered final unless all administrative review by the State of New York has occurred, or the opportunity therefore has lapsed.

10.2.8 Notwithstanding the provisions of this Section, Franchisee may submit a proposal for the renewal of a Franchise at any time, and the Town may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this Section have commenced). The provisions of Sections 10.2.1 through 10.2.7 shall not apply to a decision to grant or deny a proposal to this sub-section. The denial of a proposal for renewal pursuant to this Sub-section shall not affect action on a renewal proposal that is submitted in accordance with Sections 10.2.1 through 10.2.7.

10.2.9 If the current Franchise Agreement expires by its own terms before the Town and Franchisee have reached agreement on the terms and conditions of a renewal Franchise or before the completion of the formal renewal procedures set forth in Sections 10.2.3 through 10.2.7, the Town shall extend the expiration date of the current Franchise Agreement until either a new Franchise has been granted or the Franchisee has exhausted all appeals.

SECTION ELEVEN: RATES

11.1 The Franchisee may establish charges for cable television service, installations, and equipment as it deems appropriate in the area served. If permitted by law, the Town may apply for certification to regulate rates.

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

11.2.1 The rates set forth in Appendix B and the regulation thereof are subject to the provisions of The Cable Communications Policy Act of 1984, The Cable Television Consumer Protection and Competition Act of 1992, The Telecommunications Act of 1996, and the rules and regulations of the Federal Communications Commission promulgated thereunder.

11.3 Changes in subscriber service rates or charges shall be announced by the Franchisee by written notice contained with or on the subscriber's bill at least thirty (30) days prior to the effective date of the change.

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

11.5 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.

11.6 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.

11.7 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 TWELVE: SYSTEM REQUIREMENTS

12.1 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.

12.2 The Franchisee shall provide, without charge, the installation of one drop, one outlet, and Standard service to municipal buildings and 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 Company's feeder lines. The locations of the municipal and educational buildings are identified in Appendix C.

12.2.1 No more than one (1) drop shall be provided without charge to any one (1) location specified in Appendix C. Additional cable distribution at these locations shall be at cost plus 15% and the responsibility of the municipality or school. There shall be no commercial use of the drops.

12.2.2 There shall be no charge incurred by any school or municipal building should such school or municipal building be relocated within the Company's service area and such is within one hundred fifty feet (150') of the Company's existing cable television facilities. Should a municipal building or school who previously received cable service at no charge move to a new location outside of the Company's service area, then and only then shall the municipality or school be responsible for the cost of installing cable service at the new location.

12.2.3 Should the Company provide access to the Internet over its cable lines serving the Town then, and only then, the Company shall provide one free Internet connection, as marketed by the Company, for the use by the municipality at Town Hall so long as such service continues to be marketed and available in the Town.

12.3 Franchisee shall designate channel capacity for public educational and governmental access in accordance with the standards for Public, Educational and Governmental (PEG) Access set forth in Section 595.4 of the Regulations of the Public Service Commission.

SECTION THIRTEEN: PHYSICAL FACILITIES

The Franchisee shall provide and maintain appropriate technical hardware such that the technical quality of the signals shall meet the FCC and the Public Service Commission minimum standards. Additionally, the system shall initially be designed to provide a capacity of 330MHz and shall be upgraded to a capacity of 750 MHz no later than December 31, 1998.

SECTION FOURTEEN: CONSTRUCTION STANDARDS

14.1 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.

14.2 All poles, cables, wires, antennae, conduit, or appurtenances shall be constructed and erected in a workmanlike manner, using materials of good and durable quality.

14.2.1 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. Should any installation of the Franchisee be found by the Town to be hazardous to the public safety, said installation shall be brought into conformance by the Franchisee at its expense.

14.2.2 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 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 or payment as is authorized by the terms of such grants.

14.2.3 In all underground installation in the Town's right-of-way, the cable shall not be less than 18 inches from the surface of the ground. All wires shall be grounded and all necessary safeguards against lightning, contact with live wires, danger of falling wire or interference with Town or private utilities or facilities shall be taken as required by the Town Department of Public Works. The wires shall be properly shielded cable.

14.3 This Franchise shall not be construed as to deprive the Town of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets or right-of-way areas.

14.4 All construction of the Franchisee, including installations, shall conform to all applicable Federal, State, and Local laws, codes, regulations, rules, and ordinances, and the National Electrical Safety Code. Any opening, obstructions, or other safety hazard in streets, sidewalks, public ways, or other municipal or public property made by the Franchisee or its agent, shall be guarded and protected at all times by the placement of adequate barriers, fences, boardings, or other protective and/or warning devices at the sole expense of the Franchisee.

14.5 The Franchisee will repair all damage to Town property caused by installation and operation of the Cable Television System and replace or restore said property to serviceable condition, within a reasonable time, not to exceed thirty (30) days, weather conditions permitting, unless extended by the Town.

14.6 The Franchisee shall, on request of any private party holding a valid permit from the appropriate Town authority, temporarily raise or lower its cables 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 cables and renders such payment at least 24 hours in advance of the requested action.

14.7 The Franchisee will construct and maintain the Cable Television System subject to the supervision of the Town, and in compliance with all Federal, State and Local laws, ordinances, rules and regulations. 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; however, upon request of the Town, it shall thereafter notify the Town within seventy-two (72) hours of the type, kind and cause of the repair work undertaken.

14.8 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 wire and cables of the Franchisee.

14.9 Within 30 days after Commission approval of this Franchise Agreement, the Franchisee shall post a \$25,000.00 Franchise bond with the Town for the entire term of this Franchise.

SECTION FIFTEEN: OPERATION AND SYSTEM MAINTENANCE

15.1 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 the Town, and shall occur, insofar as possible, during periods of minimum system use.

15.2 The Franchisee shall give credit for every service outage in excess of four (4) continuous hours to any subscriber who applies for it either by written or oral notice. Such credit shall be calculated in accordance with Section 590.65 of the Regulations of the Public Service Commission.

15.3 The Franchisee shall comply with all Federal and State laws and regulations, as well as with all industry codes of good practice, that regulate the Franchisee's consumer protection and customer service standards. In the event of conflicting provisions, the Franchisee shall comply with the provisions establishing the stricter standard.

15.4 The signal of any television or radio station carried on the Cable Television System shall be carried without material or foreign EMF degradation as required by the FCC and the Public Service Commission. The Cable Television System shall be operated so that there will be no undue interference with over-the-air-television reception, radio reception, telephone communication, microwave communications, or other installations now in use in the Town.

15.5 Investigative action shall be initiated on the same day a trouble or complaint call is received at the Franchisee's office, if possible, but in no case later than the following business day. The Franchisee shall provide full-time service week days between the hours of 9:00 a.m. and 5:00 p.m. and standby emergency service on Saturdays, Sundays and legal holidays.

15.5.1 The Franchisee shall annually inform all subscribers, in writing, of its procedures for the reporting and resolving of subscriber complaints.

15.6 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.

15.7 No service area or portion thereof as may result from the awarding of this Franchise may be voluntarily abandoned by the Franchisee during the term of the Franchise without the written consent of the Town.

SECTION SIXTEEN: FRANCHISE FEE

As a Franchise fee herewith, the Franchisee shall pay, annually on or before March 31st of each year hereof, three percent (3%) of Gross Revenues received by the Franchisee in the preceding calendar year.

SECTION SEVENTEEN: LINE EXTENSIONS

17.1 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.

17.2 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 17.2 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 17.2 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 17.2. 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 17.2 by the number of linear miles of cable in the same areas.

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

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

(a) Cable television 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) Cable television services will be provided to any subscriber 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 EIGHTEEN: 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 Public Service Commission.

Signed this 7th day of October, 1998.

Town of Seneca Falls

By: 
Supervisor

Time Warner Entertainment- Advance/Newhouse Partnership

By: 
Ann Burr, President

Appendix A

**TOWN OF SENECA FALLS
STREETS**

62-3086	Auburn Road
2876-3195	E Bayard Street Ext.
1-12	Bradley Avenue
3129-3153	Doolittle Drive
3-19	Eisenhower Drive
1732-2070	Gravel Road
2476-3222	Jackson Road
2125-3245	Lake Road
2243-2277	Lake Road Spur
2165-3241	Lower Lake Road
2171-2207	Morris Drive
3195-3296	Noble Road
7-3162	Patton Drive
2109-2157	Pumphouse Road
3212-3230	Rambler Road
2577-2589	Ritmer Road
1a-23h	Stanton Meadows Drive
2042-3839	State Route 89
2014-2162	US Route 20

Appendix B

Prices and Packages**Monthly Rates**

Basic Reception Service	\$10.49
Programming Tier 1	<u>20.43</u>
Full Service	30.92
Select Package: CNN, TNT, The Discovery Channel	4.50
Select Plus Package: Encore, TCM, HGTV, Sci-Fi, CNNSI, The History Channel, CNNfn, ESPN2	1.99
Medicaid Rate	\$28.34

Optional a la carte Services

A la carte channels may be purchased individually. There is no requirement to purchase the entire Select Plus package to receive any of these channels:

Encore, TCM, HGTV, Sci-Fi, The History Channel, CNNfn, ESPN2, CNNSI	.55 cents each
--	----------------

Optional Services

HBO, Cinemax, Showtime, .	\$11.95 ea.
The Disney Channel, Starz	
Any 2 Premium Services	\$18.95
Any 3 premium -----	\$25.95
Any 4 premium -----	\$32.95
Any 5 premium -----	\$39.95

Pay-Per-View

Movies -----	\$3.95
Playboy TV (4 hour block) -----	\$5.95
AdulTVision -----	\$6.95
Special Events -----	per event

Equipment

Channel Selector (s) & Equipment	
8600X Addressable	\$ 2.79
Standard	.80
Remote Control	.38

Service Charges**Primary Trip**

Unwired home installation	\$ 34.63
Prewired home installation	23.90
Additional outlet	13.82
Underground installation	47.39

Special Trip

Additional outlet	\$21.59 ea.
Truck trip	18.83
VCR/AB switch installation	21.59
Relocate outlet	21.59

Other Charges

Transfer, prewired home	\$23.90
Custom hourly rate	31.72
Electronic change	1.99
Non-cable related service call	18.83
Collection charge	18.83
Late charge	4.00

Rates subject to change.

Franchise fees, FCC regulatory fees and sales tax not included in rates.

Franchise fees vary by community.

Other charges may apply.

Basic Service is required to receive Standard Service.

Standard Service is required to receive a la carte services.

An 8600X Terminal is required to receive some a la carte services.

Rates effective 1/1/98

Appendix C
4/98

TOWN OF SENECA FALLS
SERVICE AT NO CHARGE

SCHOOLS

Elizabeth Cady Stanton Elementary School
38 Garden Street
Seneca Falls, New York 13148

Frank Knight Elementary School
98 Clinton Street
Seneca Falls, New York 13148

Seneca Falls Middle School
95 Troy Street
Seneca Falls, New York 13148

Mynderse Academy Senior High School
105 Troy Street
Seneca Falls, New York 13148

St. Patrick's Catholic School
81 West Bayard Street
Seneca Falls, New York 13148

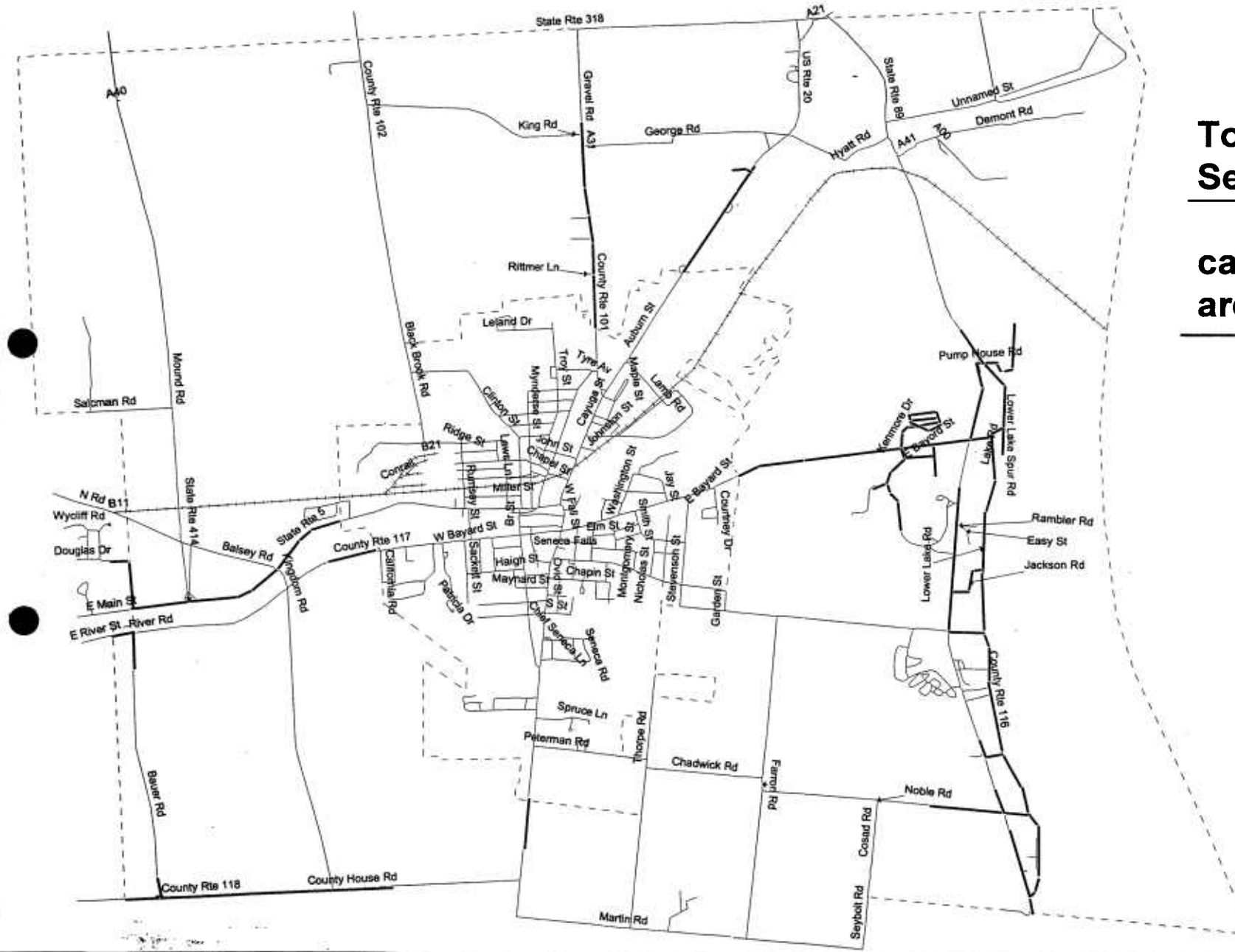
MUNICIPAL BUILDINGS

Town Hall
10 Fall Street
Seneca Falls, New York 13148

Seneca Falls Fire Department
2528 Lower Lake Road
Senecas Falls, New York 13148

Town of Seneca Falls

cabled areas



STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE

THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

JOHN F. O'MARA

Chairman

EUGENE W. ZELTMAN

Deputy Chairman

HAROLD A. JERRY, JR.

THOMAS J. DUNLEAVY



MAUREEN O. HELMER
General Counsel

JOHN C. CRARY
Secretary

December 20, 1996

Time Warner-Fingerlakes
3518 Sutton Rd.
Geneva, NY 14456

Honorable John Sinicropi
Supervisor
Town of Seneca Falls
10 Fall St.
Seneca Falls, NY 13148

97-V-0425
m32156
Seneca
[10343]

Dear Sir/Madam:

The Temporary Operating Authority under which Time Warner-Fingerlakes has been providing service in the Town of Seneca Falls will expire January 8, 1997.

The Company and the municipality are negotiating a franchise renewal. The Public Service Commission has determined that it would be in the public interest to grant Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal. The expired franchise sets forth certain rights and obligations of the parties. Part 595 of our cable rules, 9 NYCRR, sets forth franchise standards which must be contained in a cable television franchise presented to the Commission for approval.

This Temporary Operating Authority is granted on condition that during the terms of this authority, the parties shall comply with all the terms and provisions of their expired franchise and all of the provisions set forth in Part 595 of our cable rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

Subject to the conditions and understanding expressed herein, Temporary Operating Authority is hereby granted to Time Warner-Fingerlakes for its operations in the Town of Seneca Falls, said authority to expire July 8, 1997.

By direction of the Commission,

Handwritten signature of John C. Crary.
JOHN C. CRARY
Secretary

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE

THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

JOHN F. O'MARA

Chairman

EUGENE W. ZELTMANN

Deputy Chairman

HAROLD A. JERRY, JR.

WILLIAM D. COTTER

THOMAS J. DUNLEAVY



MAUREEN O. HELMER

General Counsel

JOHN C. CRARY

Secretary

June 26, 1996

Time Warner-Fingerlakes
3518 Sutton Road
Geneva, NY 14456

Honorable John Sinicropi
Supervisor
Town of Seneca Falls
10 Fall St.
Seneca Falls, NY 13148

m32156

Dear Sir/Madam:

The Franchise under which Time Warner-Fingerlakes has been providing service in the Town of Seneca Falls will expire July 8, 1996. The Company and the municipality are negotiating a franchise renewal. The Public Service Commission has determined that it would be in the public interest to grant Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal. The expired franchise sets forth certain rights and obligations of the parties. Part 595 of our cable rules, 9 NYCRR, sets forth franchise standards which must be contained in a cable television franchise presented to the Commission for approval.

This Temporary Operating Authority is granted on condition that during the terms of this authority, the parties shall comply with all the terms and provisions of their expired franchise and all of the provisions set forth in Part 595 of our cable rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

Subject to the conditions and understanding expressed herein, Temporary Operating Authority is hereby granted to Time Warner-Fingerlakes for its operations in the Town of Seneca Falls, said authority to expire January 8, 1997.

By direction of the Commission,

John C. Crary
JOHN C. CRARY
Secretary