

PENDING PETITION MEMO

Date: 11/29/2007

TO : Office of Telecommunications  
FROM: CENTRAL OPERATIONS  
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE  
SUBJECT: 06-V-0551

Petition of Time Warner Entertainment-Advance/Newhouse for Renewal of  
its Franchise with the Village of Salem, Washington County.

1021 High Bridge Road  
Schenectady, NY 12303  
Tel (518) 242-8839  
Fax (518) 869-1007  
www.twalbany.com

Peter M. Taubkin  
Albany Division  
Vice President, Government Relations &  
Public Affairs

2007 NOV 29 AM 11:47



November 28, 2007

Office of the Acting Secretary  
State of New York  
Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350

**Re: Village of Salem**

Dear Sir/Madam:

Attached for your approval, and pursuant to Section 591 of the rules and regulations of the New York State Public Service Commission, is an original and four (4) copies of an application for approval by the Commission of a franchise renewal agreement with the Village of Salem.

1. The Town was informed of Time Warner Cable's intent to renew by letter dated September 18, 2003 (Exhibit 1).
2. The required R-2 Form is attached as Exhibit 2.
3. The Municipality exercised due diligence in reviewing and negotiating the renewal agreement. A public hearing was held on September 5, 2007. The public hearing notice is attached as Exhibit 3.
4. A signed and sealed executed renewal agreement and a copy of the resolution approving the signing of the agreement is attached as Exhibit 4.
5. A complete copy of this application has been served on the Town by first class mail. A certificate of service is attached as Exhibit 5.
6. The required legal notice has been ordered published. Proof of publication will be forwarded when received. (Exhibit 6)

Should you require additional information, please contact this office.

Sincerely,

Peter M. Taubkin  
Vice President  
Government Relations & Public Affairs

Attachments

# **EXHIBIT 1**

1021 High Bridge Road  
Schenectady, NY 12303  
Tel. 518-242-8839  
Fax 518-869-1007  
www.twalbanx.com

Peter M. Taubkin  
Albany Division  
Vice President, Government Relations & Public Affairs



September 18, 2003

The Honorable Brian Tifft  
Mayor  
Village of Salem  
181 West Broadway  
Box 297  
Salem, NY 12865

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Dear Mayor Tifft:

As you know, Time Warner Cable operates the cable television system that serves the Village of Salem. By means of this letter, I wish to bring to your attention that the franchise, which Time Warner Cable has with the Village, is scheduled to expire on June 23, 2006. We therefore respectfully request that, pursuant to 626(a)(1) of the Cable Television Consumer Protection and Competition Act of 1992 (the "Act"), the Village commence a proceeding for renewal of the cable television franchise held by Time Warner Cable.

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 process described above, we are agreeable to submitting to you a proposal for renewal of the franchise pursuant to Section 626(h). Subsection (h) contemplates an informal renewal process that also affords public notice and an opportunity for comment. We will be contacting you to discuss the proceedings outlined in this letter and to answer any questions you may have about the renewal process.

I appreciate your attention to this matter. Time Warner Cable looks forward to the opportunity to continue to serve the Village of Salem.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Peter M. Taubkin'.

Peter M. Taubkin  
Vice President  
Government Relations & Public Affairs

# **EXHIBIT 2**

**FORM R-2**  
*Application of Renewal of Franchise*  
*Village of Salem*

1. The exact legal name of the applicant is:

Time Warner Entertainment-Advance/Newhouse Partnership

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

Time Warner Cable

3. Applicant's mailing address is:

Time Warner Cable - Albany Division  
1021 Highbridge Road  
Schenectady, New York 12303

4. Applicant's telephone number is:

(518) 242-8890

5. (a) This application is for a renewal of operating rights in the Village of Salem.
- (b) Applicant serves the following additional municipalities from the same headend or from a different headend but in the same or an adjacent county: See Attachment A.
6. The number of subscribers in each municipality noted in item 5. See Attachment A.
7. The following signals are regularly carried by the applicant's cable system. See Attachment B.
8. Applicant will 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 (12) months and briefly describe the nature of the programming.

Yes - Channels 14, 16 and 18 are available for access use. The administration of these channels is carried out by the system. The system receives application requests to show programming on these channel(s). Community news announcements are sent directly to the system.

Currently, these channels are used as follows:

118 hours per week: Community News  
10 hours per week: Local programming

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

Primary connections

Basic Service:	\$ 9.10
Standard Service:	\$ 41.10

Installation:

Prewired:	\$ 28.95
Unwired:	\$ 38.95

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve (12) months in the municipality specified in Question 5(a)?

Village of Salem - 0.00 Miles

In the municipalities specified in Question 5(b)?

Town of Northumberland - 1.10 Miles

Village of Schuylerville - 0.00 Miles

Village of Victory Mills - 0.00 Miles

Town of Saratoga - 0.73 Miles

Village of Cambridge - 0.20 Miles

Town of Cambridge - 0.09 Miles

Village of Greenwich - 0.00 Miles

Town of Easton - 0.09 Miles

Town of Greenwich - 0.42 Miles

Town of Jackson - 0.13 Miles

Town of Salem - 0.00 Miles

11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

N/A

12. Indicate whether applicant has filed with the State Commission on Cable Television (now Public Service Commission) its:

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

Yes.

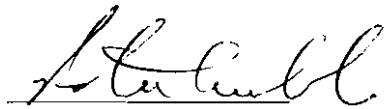
b. Current Annual Financial Report?

Yes.

13. Has any event or change occurred during the past twelve (12) months which has had, or could have a significant impact upon applicant's ability to provide cable television service?

No.

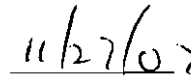
If so, describe below:

A handwritten signature in black ink, appearing to read "Peter M. Taubkin".

Peter M. Taubkin

Vice President

Government Relations & Public Affairs

A handwritten date in black ink, "11/27/07".

Date



## ATTACHMENT A

### **Municipalities served off the same headend as the Village of Salem:**

<u>Municipality</u>	<u>Basic Subscribers (as of 12/06):</u>
City of Albany	27,412
City of Amsterdam	5,887
City of Cohoes	5,515
City of Glens Falls	5,009
City of Gloversville	5,033
City of Johnstown	96
City of Mechanicville	1,947
City of Rensselaer	2,516
City of Saratoga Springs	9,796
City of Schenectady	16,633
City of Troy	13,481
City of Watervliet	3,828
Town of Amsterdam	696
Town of Argyle	214
Town of Ballston	2,330
Town of Berne	541
Town of Bethlehem	10,813
Town of Bleecker	534
Town of Bolton	1,021
Town of Broadalbin	1,050
Town of Brunswick	3,953
Town of Cambridge	37
Town of Canajoharie	92
Town of Caroga	3,077
Town of Charlton	935
Town of Cherry Valley	10
Town of Chester	807
Town of Clifton Park	12,240
Town of Cobleskill	330
Town of Coeymans	26
Town of Colonie	23,632
Town of Corinth	973
Town of Crown Point	202
Town of Day	355
Town of Duanesburg	590
Town of East Greenbush	5,442
Town of Easton	108
Town of Edinburg	563
Town of Esperance	336
Town of Florida	301
Town of Fort Ann	521
Town of Fort Edward	487
Town of Fulton	0

Town of Galway	842
Town of Glen	41
Town of Glenville	6,949
Town of Granville	536
Town of Greenfield	2,110
Town of Greenwich	561
Town of Guilderland	11,319
Town of Hadley	369
Town of Hague	320
Town of Halfmoon	7,202
Town of Hartford	250
Town of Hoosick	114
Town of Horicon	727
Town of Jackson	293
Town of Johnstown	1,713
Town of Kinderhook	870
Town of Kingsbury	1,007
Town of Knox	530
Town of Lake George	1,173
Town of Lake Luzerne	931
Town of Malta	5,130
Town of Mayfield	1,784
Town of Middleburgh	103
Town of Milton	3,936
Town of Minden	72
Town of Mohawk	492
Town of Moreau	3,106
Town of Moriah	766
Town of Nassau	363
Town of New Scotland	1,031
Town of Niskayuna	6,981
Town of North Greenbush	4,531
Town of Northampton	500
Town of Northumberland	1,255
Town of Palatine	57
Town of Perth	1,242
Town of Pittstown	937
Town of Poestenkill	1,013
Town of Providence	409
Town of Putnam	21
Town of Queensbury	9,786
Town of Richmondville	179
Town of Root	130
Town of Rotterdam	10,153
Town of Salem	155
Town of Sand Lake	2,499
Town of Saratoga	789
Town of Schaghticoke	1,775
Town of Schodack	2,706
Town of Schobarie	333

Town of Schroon Lake	630
Town of Seward	219
Town of Sharon	61
Town of St. Johnsville	96
Town of Stillwater	1,938
Town of Stuyvesant	204
Town of Ticonderoga	1,347
Town of Warrensburg	1,271
Town of Waterford	2,231
Town of Whitehall	81
Town of Wilton	4,984
Town of Wright	194
Village of Altamont	712
Village of Ames	33
Village of Argyle	64
Village of Ballston Spa	2,006
Village of Broadalbin	618
Village of Cambridge	627
Village of Canajoharie	617
Village of Castleton	567
Village of Cherry Valley	184
Village of Cobleskill	1,175
Village of Colonie	2,633
Village of Corinth	790
Village of Delanson	240
Village of Esperance	101
Village of Fonda	530
Village of Fort Ann	160
Village of Fort Edward	960
Village of Fort Johnson	263
Village of Fort Plain	675
Village of Fultonville	253
Village of Galway	101
Village of Granville	776
Village of Green Island	858
Village of Greenwich	645
Village of Hagaman	520
Village of Hoosick Falls	1,188
Village of Hudson Falls	2,191
Village of Kinderhook	216
Village of Lake George	479
Village of Mayfield	301
Village of Menands	1,912
Village of Middleburgh	193
Village of Nassau	589
Village of Nelliston	147
Village of Northville	365
Village of Palatine Bridge	253
Village of Port Henry	466
Village of Richmondville	265

Village of Round Lake	234
Village of Salem	295
Village of Schaghticoke	202
Village of Schoharie	178
Village of Schuylerville	538
Village of Scotia	2,528
Village of Sharon Springs	173
Village of South Glens Falls	1,262
Village of St. Johnsville	467
Village of Stillwater	648
Village of Valatie	218
Village of Valley Falls	165
Village of Victory Mills	185
Village of Voorheesville	1,116
Village of Waterford	730
Village of Whitehall	815

## ATTACHMENT B

## Battenkill Channel Guide

<b>BASIC SERVICE*</b>	12 / 650	QTB
2/570 C-SPAN	13	WNYT/NBC
3 / 585 TW3	14	Government Access
4 WNYA/IUPN	15	WCWN
5 / 405 TBS	16	Education Access
6 WRGB/CBS	18	Public Access
7 / 1107 TWTv7	19	TV Guide Channel
8 WXXA/FQX	20	ION Television
9 / 509 Capital News 9	21 / 1115	HSN
10 WTEN/ABC	22 / 1109	QVC
11 WMHT/PBS	91	WRNN (requires Digital converter)

### Battenkill Channel Guide (continued)

STANDARD SERVICE	210	Military Channel	1055	Kids On Demand Pre-School	713	HBO Zone West	225	The Science Channel
23 / 555 Weather Channel	221	History Channel International	1057	Kids On Demand	714/921	HBO Latino West	310	HGTV
24 / 601 ESPN	222	Biography	1060	Lifestyle On Demand	715/1880	HBO HD	315	DIY
25 / 605 ESPN2	225	The Science Channel	1066	Oxygen On Demand	721	Cinemax	325	Food Network
26 / 630 Fox Sports NY	315	DIY	1067	Exercise On Demand	722	More Max	330	Fit TV
27 / 401 TNT	320	Fine Living	1073	SportsKool On Demand	723	Action Max	530	Headline News
28 / 403 USA Network	330	Fil TV	1075	Golf Channel On Demand	724	Thriller Max	555	Weather Channel
29 / 432 AMC	340	Lifetime Real Women	1076	Speed Channel On Demand	725	Cinemax West	575	C-SPAN2
30 / 424 Lifetime	365	Ovation	1080	Cutting Edge On Demand	726	More Max West	580	C-SPAN3
31 / 414 FX	370	Trinity Broadcasting Network	1081	AOL Music On Demand	727	Action Max West		
32 / 140 Cartoon Network	409	Game Show Network	1082	Great American Country On Demand	728	Thriller Max West		
33 / 101 Nickelodeon	410	Fox Reality	1086	TV Entertainment On Demand	729	W Max		INTERNATIONAL PREMIUM SERVICES*
34 / 110 Disney	418	G4/Tech TV	1090	Court TV On Demand	730	@ Max	930	RAI International
35 / 105 ABC Family	429	Reelz	1276	Automotive TV On Demand	731	5 Star Max	980	Zee TV
36 / 412 Comedy Central	430	Hallmark	1278	Sports Illustrated On Demand	732	Outlet Max	985	TV Asa
37 / 205 Discovery	444	Sleuth	1280	Movie Trailers On Demand	741	Showtime		ENCORE THEMATICS*
38 / 442 A & E	447	LOGO	1282	Journey TV On Demand	742	Showtime 2	781	Encore
39 / 220 History Channel	448	IFC	1285	Expo TV On Demand	743	Showtime 3	782	Encore Love
40 / 230 The Learning Channel	450	BBC America	1291	Answers On Demand	744	Showtime Extreme	783	Encore Westerns
41 / 310 HGTV	511	Traffic Now			745	Showtime Beyond	784	Encore Action
42 / 325 Food Network	515	NY1 News		PREMIUMS ON DEMAND*	746	Showtime West	785	Encore Mystery
43 / 301 Travel Channel	525	CNN International	700	HBO On Demand	747	Showtime 2 West	786	Encore Drama
44 / 1120 Shop NBC	545	CNBC World	720	Cinemax On Demand	748	Showtime 3 West	787	Encore WAM
45 / 438 BET	554	Storm Tracker Channel	740	Showtime On Demand	749	Showtime Extreme West	788	Encore West
46 / 520 CNN	555	WNYT Weather Plus	760	TMC On Demand	750	Showtime Beyond West		
47 / 530 Headline News	560	Current TV			751	Showtime Next		DIGITAL MOVIE TIER**
48 / 540 CNBC	565	Bloomberg Television		HIGH DEFINITION SERVICES**	752	Showtime Family Zone	790	Fox Movie Channel
49 / 535 MSNBC	580	C-SPAN 3	1800	HD MOD On Demand	753	Showtime Women	794	Flix
50 / 452 Court TV	582	Legislative Channel	1806	WRGB HD	754	Showtime Next West	796	Sundance
51 / 235 Animal Planet	610	ESPN Classic Sports	1808	WXXA HD	755	Showtime Family Zone West		
52 / 575 C-SPAN 2	615	ESPN News	1811	WTNH HD	756	Showtime Women West		DIGITAL HOME THEATRE*
53 / 416 Sci-Fi Channel	660	Fox Soccer Channel	1810	WMHD HD	757/1855	Showtime HD	800	iN DEMAND Previews
54 / 1225 CMT	917	mun2	1813	WNYT HD	761	The Movie Channel	801-802	iN DEMAND PPV
55 / 436 Spike TV	1202	MTV2	1815	WCWN HD	762	The Movie Channel Extra	867	Howard Stern
56 / 1210 VH-1	1205	FUSE	1827	TNT HD	763	The Movie Channel West	870	Playboy
57 / 1201 MTV	1211	VH-1 Classic	1837	Discovery HD	764	The Movie Channel Extra West	875	Club Jenna
58 / 434 Turner Classic Movies	1215	BET on Jazz	1838	A&E HD	771	Starz!	880	Shorteaz
59 / 446 Bravo	1220	Great American Country	1840	MTV HD	772	Starz! Edge	890	TEN
60 / 420 E!	1893	WNYT2	1847	MSG HD	773	Starz! InBack	891	TEN Blox
61 / 375 EWTN	1896	WRGB2	1866	SportsNet NY HD	774	Starz! Kids & Family	892	TEN Blue
62 / 901 Univision			1869	ESPN HD	775	Starz! Cinema	893	TEN Clips
63 / 407 TV Land			1870	ESPN2 HD	776	Starz! West	895	Adult On Demand
64 / 426 Lifetime Movie Network		DIGITAL SPORTS TIER**	715 / 1880	HBO HD	777	Starz! Cinema West	900	Esprit! Movies On Demand
65 / 428 WE	661	Lifetime Sports Channel	757 / 1885	Showtime HD			1010	Movies On Demand
66 / 619 SportsNet New York	663	CSTV (College Sports)					1012	International Movies On Demand
67 / 620 YES (Yankees Entertainment)	665	Speed Channel					1013	Movies On Demand Kids & Teens
68 / 215 Discovery Health	667	Fuel		HD TIER**			1014	Movies On Demand Classics
69 / 640 Golf Channel	670	Fox Atlantic	1855	MOJO	901	Univision	1015	Movies On Demand Action
70 / 550 Fox News	671	Fox Central	1857	HD Net	902	Galavisión	1016	Movies On Demand Comedy
72 / 422 SoapNet	672	Fox Pacific	1858	HD Net Movies	905	Telemundo	1017	Movies On Demand Drama
73 / 625 MSG	677	NBA TV	1860	NBC Universal HD	907	La Familia	1018	Movies On Demand Thriller
75 / 645 Versus	685	Outdoor Channel	1867	YES HD	909	Boomerang		
76 / 201 National Geographic Channel					910	Discovery en Español		
77 / 355 style					912	EWTV		DIGITAL MUSIC SERVICES**
78 / 345 Oxygen					914	CNN en Español	1085	Music On Demand
DIGITAL TIER**					915	ESPN Deportes	1083/1228	Pop and Rock On Demand
1 Menu					916	Fox Sports en Español	1084/1229	Urbana and Latin On Demand
103 Nickelodeon GAS					917	Mun2	1230-1274	Digital Music
115 Disney West					918	VHUNO		
120 Toon Disney								
125 Discovery Kids								
142 Boomerang								
145 Noggin								
150 WNYT2								

**TIME-WARNER CABLE  
ALBANY DIVISION  
FCC PROOF OF PERFORMANCE**

*Headend Tests  
August 2007  
Albany System*

**TIME WARNER CABLE - ALBANY DIVISON**

**SEMI-ANNUAL PROOF OF PERFORMANCE TEST**

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System Name: ALBANY SYSTEM

System Address: 130 Washington Avenue Ext.  
Albany, New York 12203

System Phone: (518) 242-8800

**System Information:**

Highest Operating Frequency: Analog 545 MHz

Required number of test channels: 9

Subscriber count at time of tests: 287,500

Required number of test points: 29

A minimum of 6 test points are required for each AML receive site with an additional test point for each 12,500 subscribers (or a fraction thereof) above an initial 12,500 subscribers.

Test Dates: 8/21/07 to 8/22/07

## ENGINEERS STATEMENT

**LOCATION:** ALBANY, NEW YORK **DATE:** 8/21/07 **SYSTEM:** 086

**ENGINEER:** DAVID R. LANOUE **TITLE:** HEADEND SUPERVISOR

**COMPANY:** TIME WARNER CABLE **ADDRESS:** 130 WASHINGTON AVE.  
ALBANY, NEW YORK 12203  
518-242-8800

**EXPERIENCE:** 28 Yrs. Experience with CATV  
Installer, Service and Headend Maintenance of which  
25 Yrs. Were in the Headend and Bench Departments.

**EDUCATION:** Cleveland Institute of Electronics:  
Associate in Applied Science Degree in Electronics Engineering  
with a Major in CATV,

DeVry Technical Institute:  
2 Yr. Diploma in Electronics Engineering Technology  
with 1 Yr. undergraduate study in Engineering

ATC Technical Training:  
Installer Course,

Technician Courses:  
Tech I, Tech II, Tech III, Tech IV, Chief Tech/Engineer Course

Various Technical Seminars to include:

Head End Measurements and Signal Leakage Course

Fiber Optics Course

SONET Training Course

Digital Headend Certification

Interactive Television System Basic Course

Interactive Television System Advanced Course



## TESTING PERSONNEL AND TEST EQUIPMENT

As per FCC Rule 76.601(c)(1), listed below are the names and qualifications of the persons performing the tests and a list of test equipment used in the tests.

### PERSONNEL

	Name	Position/ Title	Years of CATV Experience
1	David Lanoue	Head End Supervisor	28
2	Harry Gross	Head End Technician	25
3	Mike Brassard	Head End Technician	24
4	Chuck Gavin	Head End Technician	20
5	Tim Powell	Head End Technician	26
6	Doug Skinner	Head End Technician	26
7	Roger Snyder	Head End Technician	26
8	Andrew Pepper	Head End Technician	13
9			
10			

**TEST EQUIPMENT**

ITEM	Mfgr	Serial #	Model #	Calib. Date
Spectrum Analyzer	H/P	3205A02645	8591C	10/28/2006
Spectrum Analyzer	H/P	3746A02299	8591C	09/10/2006
Spectrum Analyzer	H/P	3513A01080	8591C	09/24/2006
Spectrum Analyzer	H/P	3746A02297	8591C	11/24/2006
Sweep Generator	Tektronix	B023329	1910	8/1/07

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

## HEADEND INFORMATION

**System Name: ALBANY SYSTEM**

**Test Date: 8/21/07**

76.612(a) &

76.605(a)

Testing Engineer: D.Lanoue

### HEADEND TEST CORRECTIONS:

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was significantly higher than the number of incorrect responses in all cases. The number of correct responses was significantly higher than the number of incorrect responses in all cases. The number of correct responses was significantly higher than the number of incorrect responses in all cases.

[illegible]

[illegible]

Albany Headend		Schenectady		70		
D.Lanoue				8/21/2007		
Distortion Test		IN-CHAN	HUM	CARR-NOISE	CSO	CTB
FCC Specification		+/- 2 dB	< 3 %	> 43 dBc	> 51 dBc	> 51 dBc
Measured: -dBc / Carrier		dB (p-p)	% Mod	-dBc	-dBc	-dBc
3	61.2500	0.5	0.5	57.0	74.0	63.0
21	163.2500	1.0		56.0	74.0	72.0
7	175.2500	0.7		57.0	83.0	75.0
12	205.2500	1.3		54.0	81.0	73.0
34	283.2625	0.9		56.0	81.0	65.0
44	343.2625	1.1		53.0	79.0	64.0
52	391.2625	0.9		54.0	81.0	73.0
62	451.2500	0.9		48.0	78.0	67.0
75	529.2500	0.8		49.0	74.0	63.3
Comments:						
HP 8591C Spectrum Analyzer						
Band Pass Filter Set						
Pre-Amp						
drl 2/20/06						

[illegible][illegible]

76.612(a) &  
76.605(a)

[illegible]

Albany Headend		Albany		70			
D.Lanoue				8/22/2007			
Distortion Test		CL Delay	DIFF GAIN	DIFF PHASE			
FCC Specification		+/- 170 ns	20%	+/- 10			
Baseband Measurement		Seconds	Percent	Degrees			
3	61.2500	-17.9	0.9	0.7			
21	163.2500	-8.6	0.7	0.9			
7	175.2500	8.7	0.7	0.8			
12	205.2500	-14.6	0.8	0.8			
34	283.2625	-39.4	1.1	0.5			
44	343.2625	0.2	1.0	0.8			
52	391.2625	8.7	1.1	0.9			
62	451.2500	56.6	1.3	0.5			
75	529.2500	11.2	0.8	0.9			
Comments:							
HP 8591C Spectrum Analyzer							
Band Pass Filter Set							
Pre-Amp							
drl 2/20/06							

LOCATION Albany Headend			TEMP	70
TECHNICIAN(S) D.Lanoue			DATE	8/21/07
2	55.2500	59.7500	C-SPAN	G
3	61.2500	65.7500	TW3	G
4	67.2500	71.7500	WNYA	G
5	77.2500	81.7500	WTBS	G
6	83.2500	87.7500	WRGB	G
95	91.2500	95.7500		
96	97.2500	101.7500		
97	103.2500	107.7500		
98	111.0000		digital	
99	117.0000		digital	G
14	121.2625	125.7625	HBO	G
15	127.2625	131.7625	WEWB	G
16	133.2625	137.7625	EDUC. ACCESS	G
17	139.2500	143.7500	GOVT ACCESS	G
18	145.2500	149.7500	PUBLIC ACCESS	G
19	151.2500	155.7500	TV GUIDE	G
20	157.2500	161.7500	WYPX	G
21	163.2500	167.7500	HSN	G
22	169.2500	173.7500	QVC	G
7	175.2500	179.7500	TWTV	G
8	181.2500	185.7500	WXXA	G
9	187.2500	191.7500	NEWS9	G
10	193.2400	197.7400	WTEN	G
11	199.2500	203.7500	WMHT	G
12	205.2500	209.7500	OTB	G
13	211.2500	215.7500	WNYT	G
23	217.2500	221.7500	WEATHER	G
24	223.2500	227.7500	ESPN	G
25	229.2625	233.7625	ESPN 2	G
26	235.2625	239.7625	FOX SPORTS	G
27	241.2625	245.7625	TNT	G
28	247.2625	251.7625	USA	G
29	253.2625	257.7625	AMC	G
30	259.2625	263.7625	LIFETIME	G
31	265.2625	269.7625	FX	G
32	271.2625	275.7625	CARTOON	G
33	277.2625	281.7625	NICKELODEN	G
34	283.2625	287.7625	DISNEY	G
35	289.2625	293.7625	FAMILY	G
36	295.2625	299.7625	COMEDY	G
37	301.2625	305.7625	DISCOVERY	G
38	307.2625	311.7625	A&E	G
39	313.2625	317.7625	HISTORY	G
40	319.2625	323.7625	TLC	G
41	325.2625	329.7625	HGTV	G
42	331.2750	335.7750	TV FOOD	G
43	337.2625	341.7625	TRAVEL	G



44	343.2625	347.7625	SHOP NBC	G
45	349.2625	353.7625	BET	G
46	355.2625	359.7625	CNN	G
47	361.2625	365.7625	CNN-HL	G
48	367.2625	371.7625	CNBC	G
49	373.2625	377.7625	MSNBC	G
50	379.2625	383.7625	COURT TV	G
51	385.2625	389.7625	A.PLANET	G
52	391.2625	395.7625	C-SPAN 2	G
53	397.2625	401.7625	SCI-FI	G
54	403.2500	407.7500	CMTV	G
55	409.2500	413.7500	TNN	G
56	415.2500	419.7500	VH-1	G
57	421.2500	425.7500	MTV	G
58	427.2500	431.7500	TCM	G
59	433.2500	437.7500	BRAVO!	G
60	439.2500	443.7500	E!	G
61	445.2500	449.7500	EWTN	G
62	451.2500	455.7500	UNIVISION	G
63	457.2500	461.7500	TV Land	G
64	463.2500	467.7500	LMN	G
65	469.2500	473.7500	WE	G
66	475.2500	479.7500	FUSE	G
67	481.2500	485.7500	YES	G
68	487.2500	491.7500	DISC HEALTH	G
69	493.2500	497.7500	GOLF	G
70	499.2500	503.7500	FOX NEWS	G
71	505.2500	509.7500	digital	G
72	511.2500	515.7500	SOAP	G
73	517.2500	521.7500	MSG	G
74	523.2500	527.7500	digital	G
75	529.2500	533.7500	OLN	G
76	535.2500	539.7500	NAT GEO	G
77	541.2500	545.7500	STYLE	G
78	547.2500	551.7500	OXYGEN	G

**TIME-WARNER CABLE  
ALBANY DIVISION  
FCC PROOF OF PERFORMANCE**

*Field Tests  
August 2007  
Albany System*

# FCC Test Points

August 2007

File	Test Point	Operator
1	Elm St	C.Decitise
2	Graystone Drive	C.Decitise
3	Groveside Rd	R.Seguin
4	Lyons Av	C.Decitise
5	Palmetto Drive (4)	R.Seguin
6	Deerfield Dr (17)	J.Bischoff
7	Fairlawn Drive (36)	C.Decitise
8	Foster Av (2141)	C.Decitise
9	Middle St (822)	C.Decitise
10	Oak Ridge (414)	J.Bischoff
11	Coming Hill	P.Doherty
12	Hellenbeck Hill	C.Burkhardt
13	Kenosha St (113)	P.Doherty
14	Poyneer Rd	C.Burkhardt
15	Rte 50, Millers Cors	C.Burkhardt
16	Bills Rd	C.Saltzman
17	Jane Dr (12)	C.Decitise
18	Pike St	L.Benner
19	Warren Rd	L.Benner
20	St.Paul Dr	M.Clark
21	Hendrick Hudson Way (8)	M.Clark
22	Native Dancer Ln (9)	M.Clark
23	Riverwalk (189)	R.Seguin
24	San Luis Rd (62)	M.Clark
25	Summerfield Ln	M.Clark
26	Brandle Rd	P.Doherty
27	Rapple Rd (104)	C.Decitise
28	Rte 30	C.Saltzman
29	Whipple Rd (138)	P.Doherty
30	Shingle Hollow Rd	R.Seguin

\*

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

HEADEND INFORMATION  
System Name: ALBANY SYSTEM  
Test Date: August 2007

**76.812(a) &**

78.605(a)

Testing Engineer: D.Lanoue

**TEST CORRECTIONS:**

[illegible]

San Luis Rd (62)		24	60			
M.Clark			8/22/2007			
<b>Distortion Test</b>		<b>IN-CHAN</b>	<b>HUM</b>	<b>CARR-NOISE</b>	<b>CSO</b>	<b>CTB</b>
<b>FCC Specification</b>		<b>+/- 2 dB</b>	<b>&lt; 3 %</b>	<b>&gt; 43 dBc</b>	<b>&gt; 51 dBc</b>	<b>&gt; 51 dBc</b>
<b>Measured: -dBc / Carrier</b>		<b>dB (p-p)</b>	<b>% Mod</b>	<b>-dBc</b>	<b>-dBc</b>	<b>-dBc</b>
<b>3</b>	61.2500	0.8	0.3	46.0	60.0	56.0
<b>21</b>	163.2500	0.5		49.0	64.0	54.0
<b>7</b>	175.2500	0.5		46.0	64.0	62.0
<b>12</b>	205.2500	0.6		48.0	61.0	62.0
<b>34</b>	283.2625	0.4		45.0	68.0	64.0
<b>44</b>	343.2625	0.5		44.0	70.0	68.0
<b>52</b>	391.2625	0.5		45.0	63.0	63.0
<b>62</b>	451.2500	0.7		44.0	69.0	65.0
<b>75</b>	529.2500	0.5		45.0	72.0	71.0
<b>Comments:</b>						
HP 8591C Spectrum Analyzer						
Band Pass Filter Set						
Pre-Amp						
drl 2/20/06						

# 24 Hour Test Report



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 10:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Location: SAN\_LUIS  
Location Type: FieldTest  
Area:  
Test Pnt Type:  
Test Pnt Comp:  
AC Voltage:

AmplID:  
Power Cfg:  
Feeder Maker Cfg:  
Trunk Term:  
Voltage Setting:  
DC Voltage (reg):

Reverse Pad:  
Forward Pad:  
Rev Equalizer:  
Fwd Equalizer:  
Temp:  
DC Voltage (unreg):

	#1	#2	#3	#4	
Date:	08/06/07	08/06/07	08/06/07	08/07/07	
Time:	10:48:42	16:48:43	22:48:42	04:48:43	
Temp:	31.0 C	33.0 C	28.0 C	25.0 C	
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)
2	12.2	11.1	11.8	12.1	1.1
3	13.5	12.9	13.0	13.3	0.6
4	13.1	12.5	12.9	12.9	0.6
5	12.4	11.7	12.0	12.6	0.9
6	12.9	12.2	12.6	12.8	0.7
7	12.7	11.7	12.3	12.6	1.0
8	11.6	10.6	11.1	11.6	1.0
9	11.8	10.7	11.5	12.0	1.3
10	13.1	12.2	12.9	13.2	1.0
11	13.2	12.1	12.7	12.9	1.1
12	11.7	10.2	11.0	11.5	1.5
13	11.2	10.2	10.4	11.1	1.0
14	12.0	11.4	11.5	11.9	0.6
15	12.7	11.3	12.1	12.5	1.4
16	11.8	11.8	12.1	12.1	0.3
17	11.9	11.1	11.7	12.1	1.0
18	11.8	11.0	11.5	11.9	0.9
19	12.8	11.9	12.6	13.0	1.1
20	13.5	12.6	13.1	13.6	1.0
21	12.3	11.3	11.9	12.3	1.0
22	12.7	11.7	12.4	12.9	1.2
23	10.2	9.5	10.5	11.0	1.5
24	11.5	10.6	11.1	11.6	1.0
25	11.5	10.5	11.1	11.6	1.1
26	11.6	10.6	11.1	11.4	1.0
27	11.9	11.1	11.6	12.0	0.9
28	11.7	10.7	11.2	11.7	1.0
29	12.1	11.4	11.7	12.2	0.8
30	12.2	11.3	11.7	12.2	0.9
31	11.3	10.4	10.6	11.5	1.1
32	11.3	10.4	10.8	11.2	0.9
33	11.5	10.4	11.0	11.2	1.1
34	11.3	10.1	10.7	11.3	1.2
35	11.3	10.4	10.9	11.4	1.0
36	11.2	10.1	10.8	11.1	1.1
37	11.1	10.1	10.7	11.1	1.0
38	10.7	9.6	10.2	11.0	1.4
39	10.3	9.7	10.1	10.6	0.9
40	10.9	9.9	10.7	11.1	1.2
41	10.2	9.3	10.1	10.3	1.0
42	10.1	9.6	10.4	10.4	0.8
43	10.1	9.5	10.3	10.4	0.9
44	10.9	10.1	10.9	11.0	0.9

# 24 Hour Test Report



**SAMPLE**  
Acterna  
6820 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 10:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

	#1	#2	#3	#4	
Date:	08/06/07	08/06/07	08/06/07	08/07/07	
Time:	10:48:42	16:48:43	22:48:42	04:48:43	
Temp:	31.0 C	33.0 C	28.0 C	25.0 C	
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)
45	11.6	11.1	11.8	11.9	0.8
46	12.0	11.5	11.9	12.1	0.6
47	12.5	11.6	12.5	12.6	1.0
48	12.7	11.9	12.8	13.0	1.1
49	12.7	12.1	12.7	13.0	0.9
50	13.1	12.3	13.1	13.2	0.9
51	12.5	11.8	12.6	12.5	0.8
52	12.9	12.1	12.9	13.0	0.9
53	12.6	11.7	12.4	12.8	1.1
54	13.1	12.2	13.0	13.3	1.1
55	13.0	12.1	13.3	13.5	1.4
56	13.0	12.1	13.1	13.4	1.3
57	13.0	12.8	13.4	13.6	0.8
58	13.3	12.4	13.3	13.6	1.2
59	13.3	12.3	13.2	13.6	1.3
60	13.6	12.7	13.7	13.8	1.1
61	13.0	12.2	13.1	13.1	0.9
62	12.8	12.2	13.0	13.2	1.0
63	13.1	12.2	13.2	13.3	1.1
64	12.9	11.9	12.9	12.9	1.0
65	12.9	11.9	13.1	13.3	1.4
66	13.6	12.5	13.5	13.8	1.3
67	13.0	12.2	13.2	13.2	1.0
68	12.9	11.6	13.1	13.1	1.3
69	12.2	11.3	12.3	12.6	1.3
70	12.5	11.7	12.6	12.7	1.0
71	1.4	-1.4	0.8	0.4	2.8
72	12.0	10.9	12.1	12.1	1.2
73	11.7	10.7	11.8	11.9	1.2
74	0.0	-0.5	-0.6	-0.7	0.7
75	12.2	11.3	12.1	12.5	1.2
76	12.1	11.0	11.9	12.3	1.3
77	13.2	12.2	12.8	13.6	1.4
78	12.3	11.4	12.1	12.8	1.4

LIMIT CHECK	Limit	1	2	3	4	
Min Video Carrier Level	..					Pass
Max Delta Video Level	..					Pass
Min Delta V/A	..					Pass
Max Delta V/A	..					Pass
Max Delta Adjacent Chan	..					Pass
Max 24 Hour Deviation	..					Pass
Min Digital Level	..					Pass
Max Digital Level	..					Pass
Conclusion:						P A S S

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

# AutoTest Report



**SAMPLE**  
Actema  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 10:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Location: SAN\_LUIS  
Location Type: FieldTest  
Area:  
Test Pnt Type:  
Test Pnt Comp:  
AC Voltage:

AmplID:  
Power Cfg:  
Feeder Maker Cfg:  
Trunk Term:  
Voltage Setting:  
DC Voltage (reg):

Reverse Pad:  
Forward Pad:  
Rev Equalizer:  
Fwd Equalizer:  
Temp:  
DC Voltage (unreg):

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
2	HBO	12.2	-0.7	12.9
3		13.5	-0.8	14.3
4		13.1	-2.9	16.0
5		12.4	-3.1	15.5
6		12.9	-3.3	16.2
14		12.0	-3.2	15.2
15		12.7	-3.7	16.4
16		11.8	-3.0	14.8
17		11.9	-3.5	15.4
18		11.8	-3.4	15.2
19		12.8	-4.0	16.8
20		13.5	-0.6	14.1
21		12.3	-2.6	14.9
22		12.7	-3.0	15.7
7		12.7	-3.3	16.0
8		11.6	-0.9	12.5
9		11.8	-3.0	14.8
10		13.1	-0.5	13.6
11		13.2	-4.4	17.6
12		11.7	-4.3	16.0
13		11.2	-4.0	15.2
23		10.2	-4.4	14.6
24		11.5	-3.5	15.0
25		11.5	-3.8	15.3
26		11.6	-3.5	15.1
27		11.9	-3.6	15.5
28		11.7	-4.0	15.7
29		12.1	-3.1	15.2
30		12.2	-3.6	15.8
31		11.3	-3.6	15.1
32		11.3	-4.3	15.6
33		11.5	-4.1	15.6
34		11.3	-4.0	15.3
35		11.3	-3.8	15.1
36		11.2	-4.3	15.5
37		11.1	-4.5	15.6
38		10.7	-5.0	15.7
39		10.3	-4.4	14.7
40		10.9	-4.9	15.8
41		10.2	-5.3	15.5
42		10.1	-4.9	15.0
43		10.1	-4.6	14.7
44		10.9	-3.9	14.8
45		11.6	-3.2	14.6
46		12.0	-2.7	14.7
47		12.5	-2.7	15.2





**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 10:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
48		12.7	-2.4	15.1
49		12.7	-2.3	15.0
50		13.1	-2.5	15.6
51		12.5	-2.4	14.9
52		12.9	-2.6	15.5
53		12.6	-2.6	15.2
54		13.1	-1.9	15.0
55		13.0	-2.4	15.4
56		13.0	-2.2	15.2
57		13.0	-2.2	15.2
58		13.3	-1.9	15.2
59		13.3	-1.6	14.9
60		13.6	-1.8	15.4
61		13.0	-2.2	15.2
62		12.8	-1.8	14.6
63		13.1	-1.8	14.9
64		12.9	-2.3	15.2
65		12.9	-2.9	15.8
66		13.6	-2.2	15.8
67		13.0	-2.1	15.1
68		12.9	-2.8	15.7
69		12.2	-3.1	15.3
70		12.5	-3.1	15.6
71		1.4	-7.3	8.7
72		12.0	-3.2	15.2
73		11.7	-3.7	15.4
74		0.0	-6.1	6.1
75		12.2	-3.3	15.5
76		12.1	-2.8	14.9
77		13.2	-3.2	16.4
78		12.3	-2.8	15.1

LIMIT CHECK	Limit	Actual	
Min Video Carrier Level	undefined	No data	Pass
Max Delta Video Level	undefined	No data	Pass
Min Delta V/A	undefined	No data	Pass
Max Delta V/A	undefined	No data	Pass
Max Delta Adjacent Chan	undefined	No data	Pass
Min Digital Level	undefined	No data	Pass
Max Digital Level	undefined	No data	Pass
Conclusion:			P A S S

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 16:48:43  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Location: SAN\_LUIS  
Location Type: FieldTest  
Area:  
Test Pnt Type:  
Test Pnt Comp:  
AC Voltage:

AmpID:  
Power Cfg:  
Feeder Maker Cfg:  
Trunk Term:  
Voltage Setting:  
DC Voltage (reg):

Reverse Pad:  
Forward Pad:  
Rev Equalizer:  
Fwd Equalizer:  
Temp:  
DC Voltage (unreg):

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
2	HBO	11.1	-1.6	12.7
3		12.9	-1.3	14.2
4		12.5	-4.0	16.5
5		11.7	-3.8	15.5
6		12.2	-4.1	16.3
14		11.4	-4.5	15.9
15		11.3	-4.0	15.3
16		11.8	-3.5	15.3
17		11.1	-4.4	15.5
18		11.0	-4.4	15.4
19		11.9	-5.0	16.9
20		12.6	-1.5	14.1
21		11.3	-3.5	14.8
22		11.7	-3.9	15.6
7		11.7	-4.3	16.0
8		10.6	-2.0	12.6
9		10.7	-3.9	14.6
10		12.2	-1.5	13.7
11		12.1	-5.6	17.7
12		10.2	-5.5	15.7
13		10.2	-4.6	14.8
23		9.5	-5.2	14.7
24		10.6	-4.5	15.1
25		10.5	-4.8	15.3
26		10.6	-4.5	15.1
27		11.1	-4.5	15.6
28		10.7	-4.9	15.6
29		11.4	-4.0	15.4
30		11.3	-4.5	15.8
31		10.4	-4.6	15.0
32		10.4	-5.4	15.8
33		10.4	-5.1	15.5
34		10.1	-4.8	14.9
35		10.4	-4.9	15.3
36		10.1	-5.3	15.4
37		10.1	-5.6	15.7
38		9.6	-6.1	15.7
39		9.7	-5.3	15.0
40		9.9	-5.6	15.5
41		9.3	-6.0	15.3
42		9.6	-5.4	15.0
43		9.5	-5.2	14.7
44		10.1	-4.4	14.5
45		11.1	-3.9	15.0
46		11.5	-3.6	15.1
47		11.6	-3.2	14.8



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 16:48:43  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
48		11.9	-3.2	15.1
49		12.1	-2.9	15.0
50		12.3	-3.3	15.6
51		11.8	-3.2	15.0
52		12.1	-3.2	15.3
53		11.7	-3.3	15.0
54		12.2	-2.8	15.0
55		12.1	-3.2	15.3
56		12.1	-2.8	14.9
57		12.8	-2.9	15.7
58		12.4	-2.8	15.2
59		12.3	-2.6	14.9
60		12.7	-2.8	15.5
61		12.2	-3.0	15.2
62		12.2	-2.7	14.9
63		12.2	-2.8	15.0
64		11.9	-3.3	15.2
65		11.9	-3.9	15.8
66		12.5	-3.2	15.7
67		12.2	-3.1	15.3
68		11.8	-3.6	15.4
69		11.3	-3.8	15.1
70		11.7	-4.1	15.8
71		-1.4	-8.5	7.1
72		10.9	-4.2	15.1
73		10.7	-4.8	15.5
74		-0.5	-7.6	7.1
75		11.3	-4.3	15.6
76		11.0	-4.0	15.0
77		12.2	-4.2	16.4
78		11.4	-3.8	15.2

LIMIT CHECK	Limit	Actual	
Min Video Carrier Level	undefined	No data	Pass
Max Delta Video Level	undefined	No data	Pass
Min Delta V/A	undefined	No data	Pass
Max Delta V/A	undefined	No data	Pass
Max Delta Adjacent Chan	undefined	No data	Pass
Min Digital Level	undefined	No data	Pass
Max Digital Level	undefined	No data	Pass
Conclusion:			P A S S

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

# AutoTest Report



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/08/07 Time: 22:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Location: SAN\_LUIS  
Location Type: FieldTest  
Area:  
Test Pnt Type:  
Test Pnt Comp:  
AC Voltage:

AmplID:  
Power Cfg:  
Feeder Maker Cfg:  
Trunk Term:  
Voltage Setting:  
DC Voltage (reg):

Reverse Pad:  
Forward Pad:  
Rev Equalizer:  
Fwd Equalizer:  
Temp:  
DC Voltage (unreg):

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
2	HBO	11.8	-1.3	13.1
3		13.0	-0.9	13.9
4		12.9	-2.7	15.6
5		12.0	-3.4	15.4
6		12.6	-3.5	16.1
14		11.5	-3.8	15.3
15		12.1	-3.5	15.6
16		12.1	-3.0	15.1
17		11.7	-3.6	15.5
18		11.5	-3.6	15.1
19		12.6	-4.4	17.0
20		13.1	-0.9	14.0
21		11.9	-3.0	14.9
22		12.4	-3.3	15.7
7		12.3	-3.6	15.9
8		11.1	-1.3	12.4
9		11.5	-3.3	14.8
10		12.9	-0.7	13.6
11		12.7	-4.6	17.5
12		11.0	-5.1	16.1
13		10.4	-3.9	14.3
23		10.5	-4.6	15.1
24		11.1	-4.0	15.1
25		11.1	-4.2	15.3
26		11.1	-3.9	15.0
27		11.6	-4.2	15.8
28		11.2	-4.4	15.6
29		11.7	-3.6	15.3
30		11.7	-4.1	15.8
31		10.6	-4.2	14.8
32		10.8	-4.9	15.7
33		11.0	-4.6	15.6
34		10.7	-4.3	15.0
35		10.9	-4.3	15.2
36		10.8	-4.7	15.5
37		10.7	-5.1	15.8
38		10.2	-5.5	15.7
39		10.1	-4.6	14.7
40		10.7	-5.0	15.7
41		10.1	-5.3	15.4
42		10.4	-4.9	15.3
43		10.3	-4.7	15.0
44		10.9	-3.8	14.7
45		11.8	-3.2	15.0
46		11.9	-2.8	14.7
47		12.5	-2.5	15.0

# AutoTest Report



SAMPLE  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/06/07 Time: 22:48:42  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
48		12.8	-2.4	15.2
49		12.7	-2.3	15.0
50		13.1	-2.4	15.5
51		12.6	-2.5	15.1
52		12.9	-2.4	15.3
53		12.4	-2.7	15.1
54		13.0	-1.9	14.9
55		13.3	-2.3	15.6
56		13.1	-1.9	15.0
57		13.4	-2.0	15.4
58		13.3	-1.8	15.1
59		13.2	-1.5	14.7
60		13.7	-1.8	15.5
61		13.1	-2.1	15.2
62		13.0	-1.8	14.8
63		13.2	-1.9	15.1
64		12.9	-2.3	15.2
65		13.1	-2.9	16.0
66		13.5	-2.0	15.5
67		13.2	-1.9	15.1
68		13.1	-2.6	15.7
69		12.3	-2.9	15.2
70		12.6	-3.2	15.8
71		0.6	-7.4	8.2
72		12.1	-3.2	15.3
73		11.8	-3.6	15.4
74		-0.6	-6.5	5.9
75		12.1	-3.4	15.5
76		11.9	-3.2	15.1
77		12.8	-3.5	18.3
78		12.1	-3.3	15.4

LIMIT CHECK	Limit	Actual	
Min Video Carrier Level	undefined	No data	Pass
Max Delta Video Level	undefined	No data	Pass
Min Delta V/A	undefined	No data	Pass
Max Delta V/A	undefined	No data	Pass
Max Delta Adjacent Chan	undefined	No data	Pass
Min Digital Level	undefined	No data	Pass
Max Digital Level	undefined	No data	Pass
Conclusion:			P A S S

Reviewed: \_\_\_\_\_

Date: \_\_\_\_\_

# AutoTest Report



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/07/07 Time: 04:48:43  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Location: SAN\_LUIS  
Location Type: FieldTest  
Area:  
Test Pnt Type:  
Test Pnt Comp:  
AC Voltage:

AmplID:  
Power Cfg:  
Feeder Maker Cfg:  
Trunk Term:  
Voltage Setting:  
DC Voltage (reg):

Reverse Pad:  
Forward Pad:  
Rev Equalizer:  
Fwd Equalizer:  
Temp:  
DC Voltage (unreg):

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
2	HBO	12.1	-0.9	13.0
3		13.3	-0.7	14.0
4		12.9	-1.5	14.4
5		12.6	-2.9	15.5
6		12.8	-3.5	16.3
14		11.9	-3.2	15.1
15		12.5	-3.5	16.0
16		12.1	-2.8	14.9
17		12.1	-3.4	15.5
18		11.9	-3.4	15.3
19		13.0	-4.0	17.0
20		13.6	-0.4	14.0
21		12.3	-2.6	14.9
22		12.9	-2.9	15.8
7		12.6	-3.1	15.7
8		11.6	-0.9	12.5
9		12.0	-2.8	14.8
10		13.2	-0.4	13.6
11		12.9	-4.4	17.3
12		11.5	-4.8	16.3
13		11.1	-3.1	14.2
23		11.0	-4.3	15.3
24		11.8	-3.5	15.1
25		11.6	-3.6	15.2
26		11.4	-3.4	14.8
27		12.0	-3.5	15.5
28		11.7	-3.8	15.5
29		12.2	-3.2	15.4
30		12.2	-3.5	15.7
31		11.5	-3.7	15.2
32		11.2	-4.4	15.6
33		11.2	-4.2	15.4
34		11.3	-3.8	15.1
35		11.4	-3.9	15.3
36		11.1	-4.3	15.4
37		11.1	-4.5	15.6
38		11.0	-4.9	15.9
39		10.6	-4.3	14.9
40		11.1	-4.6	15.7
41		10.3	-5.2	15.5
42		10.4	-4.8	15.2
43		10.4	-4.6	15.0
44		11.0	-3.8	14.8
45		11.9	-3.2	15.1
46		12.1	-2.7	14.8
47		12.6	-2.3	14.9



**SAMPLE**  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: 4040  
Operator: ?  
Date: 08/07/07 Time: 04:48:43  
Description:

Serial #: 7273212  
File: SAN

Cal Date: 12/12/03  
DOS File: SAN

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)
48		13.0	-2.1	15.1
49		13.0	-2.1	15.1
50		13.2	-2.3	15.5
51		12.5	-2.3	14.8
52		13.0	-2.3	15.3
53		12.8	-2.3	15.1
54		13.3	-1.6	14.9
55		13.5	-1.9	15.4
56		13.4	-1.6	15.0
57		13.6	-1.7	15.3
58		13.6	-1.5	15.1
59		13.6	-1.4	15.0
60		13.8	-1.5	15.3
61		13.1	-1.9	15.0
62		13.2	-1.5	14.7
63		13.3	-1.8	15.1
64		12.9	-2.2	15.1
65		13.3	-2.8	16.1
66		13.8	-2.0	15.8
67		13.2	-1.8	15.0
68		13.1	-2.5	15.6
69		12.6	-2.8	15.4
70		12.7	-2.9	15.6
71		0.4	-7.3	7.7
72		12.1	-3.1	15.2
73		11.9	-3.5	15.4
74		-0.7	-6.2	5.5
75		12.5	-3.0	15.5
76		12.3	-2.5	14.8
77		13.6	-2.9	16.5
78		12.8	-2.4	15.2

LIMIT CHECK	Limit	Actual	
Min Video Carrier Level	undefined	No data	Pass
Max Delta Video Level	undefined	No data	Pass
Min Delta V/A	undefined	No data	Pass
Max Delta V/A	undefined	No data	Pass
Max Delta Adjacent Chan	undefined	No data	Pass
Min Digital Level	undefined	No data	Pass
Max Digital Level	undefined	No data	Pass
Conclusion:			P A S S

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

# **EXHIBIT 3**



# The EAGLE



14 South. Park Street - P.O. Box 493 ~ Cambridge, NY 12816 ~ Tel: 518-677-5158 ~ Fax: 518-677-8323

## Affidavit of Publication

for

Public Hearing: Village of Salem Cable Franchise

STATE OF NEW YORK

COUNTY OF WASHINGTON

The undersigned is the publisher of *The Eagle Newspaper*, a weekly newspaper published in Cambridge, Washington County, New York. A notice regarding the above named company was published in said newspaper 2 time(s) for 2 consecutive week(s), commencing on August 23, 2007 and ending on August 30, 2007.

The text of the notice-as published in said newspaper is in the annexed exhibit.

Signature

Printed name

Eric Wilkins

Sworn to before me this

1 day of November, 2007

Linda M. Record

Notary Public

LINDA M. RECORD  
NO. 01RE5050091  
Notary Public, State of New York  
Washington County  
Commission Expires Oct. 2, 2009

unh

**LEGAL NOTICE**  
**Notice of Public Hearing**  
**Village of Salem**

PLEASE TAKE NOTICE that the Village of Salem will hold a Public Hearing on September 5, 2007 at 7 PM in the Village Office at 181 Main Street, Salem, New York regarding renewal of the cable television franchise agreement by and between the Village of Salem and Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable.

A copy of the agreement is available for public inspection in the Clerk's office at 181 Main Street, Salem, New York between the hours of 12 PM and 4 PM Mondays, 10:30 AM and 4 PM Tuesdays and Wednesdays. At such Public Hearings all persons will be given the opportunity to be heard. Written or oral statements will be taken at that time. Time limitations may be imposed for each oral statement if necessary.

By Order of the  
Board of Trustees of  
The Village of Salem

# **EXHIBIT 4**

## FRANCHISE RENEWAL AGREEMENT

**THIS AGREEMENT**, executed in triplicate this 3<sup>rd</sup> day of October, 2007 by and between the Village of Salem (hereinafter referred to as the Municipality), located at West Broadway and Main Street, Salem, NY 12865 acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Board), party of the first part, and Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, through its Albany Division, having an office and principal place of business at 1021 High Bridge Road, Schenectady, NY 12303, (hereinafter referred to as the Company), party of the second part:

### WITNESSETH

**WHEREAS**, The Municipality has the power and authority to grant cable franchises and renewals and amendments thereof, providing for or involving the use of the Streets (as defined in Section 1 hereof) and to consent to the occupation or use of the Streets as well as the rights and authorizations hereinbelow set forth; and

**WHEREAS**, the Municipality and the Company are desirous of renewing the franchise held by the Company in accordance with and subject to the terms and conditions of this franchise; and

**WHEREAS**, Pursuant to the Cable Communications Policy Act of 1984, as amended by the 1992 Cable Television Consumer Protection and Competition Act, as amended, the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

**WHEREAS**, The Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

**WHEREAS**, Following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Company's franchise as provided hereinafter; and

**WHEREAS**, The Board, in granting this franchise renewal, embodied in the renewal agreement the results of its review and any negotiations with the Company and has determined that said franchise renewal agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission; and

**NOW, THEREFORE,** In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

### **SECTION 1 -- DEFINED TERMS**

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means the tier of cable service that includes the retransmission of local television, and public, educational and governmental channels required by the franchise or commission rules and any additional video signals as determined by the Company.
- (b) "Cable Television Service" means
  - (1) The one-way or two-way transmission to Subscribers of Video Programming, or other programming service; and/or
  - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming services.
- (c) "Cable Television 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, but is not limited to, cable service and which is provided to multiple subscribers within a community. Such term does not include a facility that serves only to retransmit the television signals of one or more television broadcast stations; a facility that serves only subscribers in one or more multiple unit dwellings, not including single family dwellings unless such facility or facilities use any public right of way; a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Policy Act of 1934, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers; or any facilities of any electric utility used solely for operating its electric utility systems.
- (d) "Company" means Time Warner Cable, its successors, assigns and transferees.
- (e) "Board" means the Village Board of the Village of Salem.
- (f) "Effective Date" of this agreement shall be the date upon which the PSC sets forth in its order of approval.
- (g) "Franchise" means the grant or authority given hereunder renewing the franchise previously granted to the Company.
- (h) "FCC" means the Federal Communications Commission, its designee and any successor thereto.

- (i) "Gross Revenues" means all revenues collected by the Company from the operation of the cable television system to provide cable service to subscribers residing within the municipality.
- (j) "May" is permissive.
- (k) "Municipality" means the Village of Salem. Wherever the context shall permit, Board and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (l) "PSC" means New York State Public Service Commission.
- (m) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation, or organization of any kind, the successors or assigns of the same.
- (n) "Service Tier" means a category of Cable Television Service provided by the Company over the Cable Television System for which a separate rate is charged for such category by the Company.
- (o) "Shall" or "will" are mandatory.
- (p) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (r) "Video Programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

## **SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT**

- (a) The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said Streets such poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient Cable Television Service. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of

erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such items of the Cable Television System as is deemed necessary or useful by the Company in order to provide Cable Television Service. Upon request by Company and at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

- (b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to cable television service.
- (c) If the Village of Salem grants a franchise to provide cable service to another operator which overall provides greater benefits or imposes lesser burdens than this franchise overall, the municipality agrees to amend this Franchise to overall provide such greater benefits or lesser burdens. All amendments to this agreement must have New York State Public Service Commission (PSC) approval to the extent required by applicable law.
- (d) Notwithstanding any other provision in this Franchise: in the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Municipality to obtain a franchise from the Municipality for the construction, operation or maintenance of a cable system, then, the Company shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Company chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Company shall remain subject to all applicable laws and regulations with respect to abandonment of service. Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Municipality in a way that reduces the regulatory or economic burdens for such person, then, at Company's request, the Municipality shall agree with Company to amend this Franchise to similarly reduce the regulatory or economic burdens on Company. It is the intent of this section that, at Company's election, Company shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate, or maintain a cable system in the Municipality. To the extent any acts pursuant to this Section 2 (d) result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYS PSC as required by law and regulation.

### **SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY**

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations including, but not limited to, the rules and regulation of FCC and the PSC, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this Franchise. The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable-related community needs and has found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for operating the Cable Television System.

### **SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER**

The term of this agreement is 10 years and shall take effect and be in full force from and after the issuance of a Certificate of Conformation/Order of Approval by the PSC.

### **SECTION 5 -- REVOCATION**

- (a) The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:
  - (i) Company fails after sixty days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this Franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or
  - (ii) Company is adjudged as bankrupt; or
  - (iii) Company attempts or does practice a material fraud or deceit in its securing of this Franchise.
- (b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof, which ordinance or local law shall not be adopted until the expiration of 120 days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed ordinance or local law. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be



made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to question witnesses. A transcript shall be made of such hearing. The Company shall have the right to appeal any such administrative decision to a state court or a federal district court as the Company may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

- (c) In no event, and notwithstanding any contrary provision in this section or elsewhere in this Franchise, shall this Franchise be subject to revocation or termination, or the Company be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.
- (d) Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

#### **SECTION 6 -- INDEMNIFICATION & INSURANCE**

- (a) The Company shall indemnify and hold harmless Municipality from all liability, damage and cost or expense to the extent arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Company its employees or agents undertaken pursuant to this franchise. Municipality shall promptly notify Company of any claim for which it seeks indemnification; afford Company the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim; and fully cooperate with Company in the defense of such claim, including by making available to Company all relevant information under its control.
- (b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a Commercial General liability insurance policy, in the form of a certificate of insurance naming the Municipality as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Company. Said policy and replacements shall be in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York; and Automobile Liability in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. All insurance policies shall be issued by a company or companies authorized to do business in New York State. The insurance coverage herein above referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

- (c) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

## **SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES**

- (a) The Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations to do so.
- (b) Subject to the provisions of sub-paragraph (c), below, in such areas of the Municipality where it or any subdivision thereof shall hereafter duly require that all utility lines be installed underground, the Company shall install its lines underground in accordance with such requirement.
- (c) Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

## **SECTION 8 -- RELOCATION OF PROPERTY**

Whenever the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the Streets of the Municipality as a result of the relocation or other municipal improvements of any such Streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility. In the event a public utility is compensated for such relocation or reinstallation, then in such case the Company shall be similarly compensated.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such

temporary removal, raising or lowering of wires or other property shall be paid in advance to the Company by the person requesting the same. The Company shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

## **SECTION 9 -- USE & INSTALLATION**

The Company or any person authorized by the Company to erect, construct or maintain any of the property of the Company used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed or replaced.

The Company agrees to install Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the Cable Television System shall be performed in a safe, thorough and reliable manner and all materials and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by Company within 30 days and restored to serviceable condition.

Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition. The Company is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e. - in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's Cable Television System.

## **SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY**

If the use of any part of the Company's Cable Television System occupying the Streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's reasonable control) for a continuous and uninterrupted period of twelve months, the Company shall on being given sixty (60) days prior written notice thereafter by the Municipality, provided no such notice is sent without prior vote of the Board or Board directing the forwarding of said notification, remove that portion of its Cable Television System from the Streets of the Municipality which has both remained unused and which the Municipality for good cause shown

and articulated in said notice deems necessary to remove to protect the public health and safety. The cost and expense of said removal shall be borne by the Company, and said Streets shall be placed in as nearly as good condition as immediately before the removal as is reasonable. In the event the Company shall fail to timely remove said unused portion of said system and after an additional thirty (30) days written notice from the Municipality to the Company, the said portion of the System shall be deemed abandoned. Approval by the Public Service Commission and the Municipality is required of any abandonment of all or part of the system by the company before the Municipality may remove or cause to move said portions of the Cable Television System from the Streets of the Municipality which it deems necessary in order to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

Company shall continue to provide cable service to all subscribers who meet their obligations to Company with respect to such service. Company shall not, without the written consent of Municipality and approval by the Public Service Commission, abandon its cable television system or any portion thereof.

#### **SECTION 11 – OPERATION AND MAINTENANCE**

The Company shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the PSC and the technical requirements of the FCC. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly and in accordance with FCC standards in order to minimize busy signals and hold time.

The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request, upon reasonable notification, an inspection or test of the cable system by the PSC, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

#### **SECTION 12 -- CONSTRUCTION; SERVICE AREA; LINE EXTENSIONS**

- (a) The Company shall operate and maintain a Cable Television System in the Municipality capable of passing frequencies of 750 MHz. Company shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.
- (b) Where, in any place within the Municipality all of the electric and telephone utilities shall be located underground, it shall be the obligation of the Company to locate or to cause its property to be located underground within such places. The Company shall have an affirmative obligation to relocate aerial lines underground at the same time as electric and telephone utilities are so required. If the Company shall in any instance be unable to locate or relocate any part of its property underground, then the Supervisor of the Municipality, on being apprised of the facts thereof, shall permit such property to remain above the ground

even though other facilities in the area may be placed underground. However, any such permission shall be on such conditions as the Supervisor of the Municipality may reasonably require to protect the public health and safety.

- (c) In any area having less than 20 residential dwelling units per mile, the Company shall have the right to extend service thereto, and it shall be entitled to receive from each Subscriber therein, as a condition precedent to its obligation to commence construction, a contribution-in-aid-of construction in such amount as shall be determined by application of the PSC formula provided for in Part 895.5(b)(2) of the rules and regulations on cable television.
- (d) Access to cable service shall not be denied to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

### **SECTION 13 -- PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)**

Company shall provide access pursuant to Part 895.4 of the PSC rules.

### **SECTION 14 -- RATES**

- (a) No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC or Section 895.1 (e) of the PSC. rules including, without limitation, rates or charges concerning Cable Television Service.
- (b) The Company shall not unlawfully discriminate against individuals in the establishment and application of rates and charges for cable services available to generally all subscribers. This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its Video Programming and other services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk billed basis.

### **SECTION 15 -- SERVICE TO PUBLIC FACILITIES AND ACCOUNTABILITY PROVISIONS**

- (a) The Company shall provide a single outlet of Basic Service(s) to each school, firehouse, and municipally owned building which is occupied for governmental purposes, and as may be reasonably requested by the Municipality within sixty days (60) after the Effective Date of this Franchise provided the point chosen by the Company for connection of such wire to the institution shall be serviceable by a standard drop. The Municipality shall not extend such

service to additional outlets, at its expense, without the express written consent of the Company.

- (b) To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office. Municipality will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Company has advised Municipality of the confidential nature of the information. In the event that Municipality receives a request for the disclosure of such information with which it, in good faith, believes it must under law comply, then Municipality will give Company notice of such request as soon as possible prior to disclosure in order to allow Company to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

#### **SECTION 16 -- ADDITIONAL SUBSCRIBER SERVICES**

- (a) Payment for cable television service rendered to Subscribers is due and payable in advance. A late charge, as determined by the Company, may be applied to delinquent accounts.
- (b) Payment for equipment provided by the Company to Subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC.
- (c) The Company shall have the right to disconnect delinquent Subscribers and charge such Subscribers therefor a disconnection charge as determined by the Company, where at least eight days have elapsed after mailing to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.
- (d) Notice of the Company procedures for reporting and resolving billing disputes and the Company's policy and the Subscribers rights in regard to "personally identifiable information", as that term is defined in Section 631 of the Communications Act, will be given to each Subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all Subscribers at intervals of not more than one year, as required by federal or state law.
- (e) The Company shall offer to, and shall notify in writing, the Subscribers of the availability of locking program control devices which enable the Subscriber to limit reception of obscene or indecent programming in the Subscriber's residence. Any Subscriber requesting such device shall pay the Company in full upon the receipt of the same the charge imposed by the Company therefor. The notice provided by the Company shall be given to new Subscribers at the time of installation and thereafter to all Subscribers as required by the federal or state law.

- (f) The Company shall give credit for Cable Television System outages of four (4) hours or more involving all cable services carried on the Cable Television System, which outage results in the interruption of such service provided such outage is due to no fault of the affected Subscriber. Such credit shall be provided in accordance with all applicable federal and state laws and regulations.
- (g) In accordance with the applicable requirements of federal and state laws, the Company shall provide written notice of any increases in rates or charges for any Cable Television Service.
- (h) The Administrator, as the case may be, for the Municipality for this Franchise shall be Mayor of the Municipality. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator.
- (i) It is agreed that all Cable Television Service offered to any Subscribers under this Franchise shall be conditioned upon the Company having legal access to any such Subscribers' dwelling units or other units wherein such Service is to be provided.
- (j) Company shall comply with service standards set forth in Section 890 and 896 of the rules of the PSC.
- (k) Any valid reporting requirements contained in the franchise may be satisfied with system wide statistics, except for reporting requirements related to franchise fees and customer complaints.

## **SECTION 17 -- FRANCHISE FEES**

- (a) The Company shall pay to the Municipality on a quarterly basis throughout the term of this Franchise a sum equal to five percent (5%) of Gross Revenues, as defined herein and adjusted hereinbelow. Franchise fees herein provided shall be paid quarterly within sixty (60) days of the end of each calendar quarter. All fees shall be accompanied by a revenue summary statement.

There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments imposed on the Company or any Subscribers, or both, which are discriminatory against the Company or any Subscribers, (ii) any non-capital expenses incurred by Company in support of the PEG access requirements of this franchise, (iii) any fees or assessments payable to the PSC which when combined with all other fees and credits would exceed five percent (5%) of gross revenues, and (iv) any payment to the municipality which is a franchise fee under applicable law. The Company shall have the right to apply Franchise Fees paid as a credit against special franchise assessments pursuant to Sec. 626 of the New York State Real Property Tax Law.

- (b) Upon reasonable notice and during normal business hours, the Municipality shall have the right to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of the Company which relate to the Company's compliance with this franchise or

applicable state or federal law; provided, however, that none of the Municipality, its officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any Subscribers, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act. In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this Franchise, the Municipality shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the Company therefrom.

#### **SECTION 18 -- SEPARABILITY, POLICE POWERS, GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION**

If any section, sub-section, sentence, clause, paragraph or portion of this Franchise (as well as any law or regulation applicable or purported to be applicable to this Franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any agency or court of competent jurisdiction, such law, regulation or provision of this Franchise shall be deemed separate and distinct and shall have no effect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable federal laws.

Subject to the foregoing and in addition to the provisions contained in this franchise, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this Franchise.

The Company shall file requests for all necessary operating authorizations with the PSC and the FCC within sixty (60) days of the Effective Date of this Franchise.

The Company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms, or conditions of employment because of age, race, creed, color, national origin or sex.

The terms of this franchise are subject to the approval of the PSC, pursuant to its rules

#### **SECTION 19 -- NOTICE**

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when



sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the  
Company:

Division President  
Time Warner Cable  
Albany Division  
1021 High Bridge Road  
Schenectady, NY 12303  
Phone: (518) 242-8890  
Fax: (518) 869-1007

Copy to:

Time Warner Cable  
290 Harbor Drive  
Stamford, CT 06902

When to the  
Municipality

Village of Salem  
P.O. Box 297  
West Broadway  
Salem, NY 12865  
Phone: (518) 854-3433  
Fax: (518) 854-3433

## **SECTION 20 -- FURTHER ASSURANCES**

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the Company may reasonably request in order to effect or confirm this Franchise and the rights and obligations contemplated herein.

## **SECTION 21 -- INTEGRATION**

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by an agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the PSC. Changes in rates charged or Cable Television Services rendered by the Company shall not be deemed an amendment to this Franchise.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this Franchise.

#### **SECTION 22 -- NO JOINT VENTURE**

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

#### **SECTION 23 -- ASSIGNMENT**

The Company shall not assign this Franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the Company to any entity, which is controlling, controlled by or under the same common control as the Company.

The Municipality hereby consents to the grant by Company of a security interest in this Franchise and all other assets of the Cable Television System to such lending institution or institutions as may be designated by the Company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS:

By: Time Warner Entertainment-Advance/Newhouse  
Partnership d/b/a Time Warner Cable, through its  
Albany Division

Susan D. Coscione

By: [Signature]

Name: Peter Tunkin

Title: Vice President

Date: 11/27/07

WITNESS:

MUNICIPALITY:

[Signature]  
[Signature]

By: [Signature]

Name: Anne M. Dunigan

Title: Mayor, Village of Salem

Date: 10/3/07

**VILLAGE OF SALEM** 181 MAIN ST., P.O. BOX 297, SALEM, NY 12865  
phone and fax 518 854-3433

RESOLUTION NO. 6 OF 2007

APPROVING THE RENEWAL OF THE  
CABLE TELEVISION FRANCHISE AGREEMENT

BE IT RESOLVED that the Board of Trustees of the Village of Salem does hereby authorize the Mayor to sign the renewal Cable Television Franchise Agreement between Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable and the Village of Salem, New York.

Moved by: *Tamara Warkki*  
Seconded by: *Joe Wever*

Approved by vote of: 4/0

Said Resolution was duly adopted on: 9/5/07

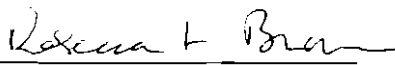
I hereby attest that the foregoing  
accurately reflects the actions of the Board:

*Rebecca L. Brown*  
Rebecca L. Brown  
Clerk-Treasurer

STATE OF NEW YORK    )  
                                  )   ss.:  
COUNTY OF Washington )

This is to certify that I, the undersigned Clerk of the Board of Trustees of the Village of Salem, have compared the foregoing copy of Resolution No. 6 of 2007 with the original now on file in my office and which was passed by the Board of Trustees of the Village of Salem on September 5, 2007, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

In witness whereof I have hereunto set my hand and the official seal of the Village of Salem this  
10<sup>th</sup> day of October, 2007.

  
\_\_\_\_\_  
Rebecca L. Brown  
Clerk, Village of Salem

**EXHIBIT 5**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a complete copy of the application to the New York State Public Service Commission for the approval of a franchise renewal for the Village of Salem was sent to the Town Clerk by first class mail on November 28, 2007.

Sworn to before me this  
28th day of November, 2007

A handwritten signature in cursive script, appearing to read "H. L. ...", is written over a horizontal line.

# **EXHIBIT 6**

1021 High Bridge Road  
Schenectady, NY 12303  
Tel (518) 242-8839  
Fax (518) 869-1007  
www.twalbany.com

Peter M. Taubkin  
Albany Division  
Vice President, Government Relations &  
Public Affairs



November 28, 2007

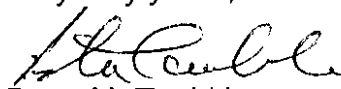
Legal Ad Department  
The Eagle  
14 South Park Street  
P.O. Box 493  
Cambridge, NY 12816

Dear Editor:

Please publish the attached legal notice one time each for two consecutive weeks.

Billing for the attached should be sent to the address shown above. Please send proof of publication to my attention. Thank you.

Very truly yours,



Peter M. Taubkin  
Vice President  
Government Relations & Public Affairs

enclosure



## LEGAL NOTICE

Notice is hereby given that Time Warner Entertainment-Advance/Newhouse Partnership (d/b/a Time Warner Cable), has filed with the New York State Public Service Commission a request for approval of its cable television franchise in the Village of Salem. A copy of the materials constituting the application will be available for public inspection at the office of the Town Clerk, the Commission and the Company during normal business hours. Interested parties may file comments or objections with the Public Service Commission, Office of the Secretary, 3 Empire State Plaza, Albany, NY 12223-1350. The renewal may not take effect without prior approval of the New York State Public Service Commission.