Time Warner Cable 71 Mt. Hope Avenue Rochester, NY 14620-1090 585-758-1000



January 2, 2004

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

Re: Application for an Order Approving Renewal for an Eleven year Agreement with the Town of Farmington

CERTIFIED MAIL

Dear Ms. Brilling:

Pursuant to Section 822 of Executive Law, Time Warner Entertainment-Advance/Newhouse Partnership, herewith submits its application for an Order Approving Renewal in the above referenced matter. As required by Part 591 of the Rules and Regulations of the New York State Public Service Commission, enclosed please find the following:

- 1. An Application for Renewal, R-2 Form.
- 2. The Company's most current technical performance test.
- 3. A copy of the Municipal legal notice and Affidavit of Publication.
- 4. A copy of the Municipal resolution.
- 5. A fully executed Franchise Agreement between the Company and the Municipality.

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

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Vice President, Government and Public Affairs

BBW: adc Enclosures

c Jeffrey Hirsch, Division President w/o enc. Rose Cleman, Town Clerk

### 204 JAN -8 PM 1: 35

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A Division of Time Warner Entertainment- Advance/Newhouse Partnership\_\_\_

NOISSIMMOD PUBLIC SERVICE CENED.

Time Warner Cable 71 Mi, Hope Avenae Kóchester, NY 14620-1090 585-756-1000



September 20, 2002

Theodore M. Fafinski Town of Farmington 1000 County Road 8 Famington, NY 14425

VIA Certified Mail

Dear Supervisor Fafinski:

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

Time Warner Cable's current Certificate of Confirmation issued by the NYS Public Service Commission on behalf of the Town expires on June 6, 2005. In order to comply with both Federal and State requirements, Time Warner Cable hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C. 546 (a).

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

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

Since

Vice President, Government and Public Affairs

BBW:adc Enclosure

c: Janet Hand Deixler, Public Service Commission Maureen Sheveland, Paralegal

#### FORM R-2

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

- The exact legal name of applicant is: Time Warner Entertainment-Advance/Newhouse Partnership, d/b/a Time Warner Inc.
- 2. Applicant does business under the following trade name or names: Time Warner Inc., Rochester Division
- Applicant's mailing address is: 71 Mt. Hope Avenue Rochester, NY 14620
- 4. Applicant's telephone number is (585) 756-1000
- a. This application is for a renewal of operating rights in the Town of Farmington
  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: Primary residential connections: See Exhibit A Secondary residential connections: Residential pay-cable subscriptions: Commercial connections
- 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:

A channel is available 24 hours a day on which telecommunication courses from local colleges, talk shows, some locally produced programs and coverage of local sporting events are transmitted. PEG Access is administrated by FLTV.

- 9. The current monthly rates for service in the municipality specified in Question 5 (a) are: Basic Service: Standard Service: Residential pay-cable subscriptions:
- 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

#### Page 2

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

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

In October of 1999, we launched Digital Cable Service that provides clearer pictures. In October 2002 with the addition of Video On Demand (VOD) customers have the ability to control the time they view programming. Digital Video Recorder equipment provides more convenience for our customers. Time Warner Cable has the capability of providing over 200 channels of programming to customers. The regional system employs a fiber-optic backbone and is designed to a capacity of 750 MHz. During 2003, Time Warner Cable has been preparing to offer our customers Digital phone service in the beginning of 2004. In 2003, seven High Definition channels were made available.

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

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

Time Warner Cable has continued in its commitment to provide free cable television service and Road Runner Internet service to area schools and libraries. Neighborhood Technology Centers have been established in order to provide opportunities for underprivileged community members to reap the benefits of High-Speed Internet service. 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. Our commitment includes supporting several local organizations to enhance life in our serviceable area.

- 12. Indicate whether applicant has previously filed with the NYS Public Service Commission its:
  - a. Current Statement of Assessment pursuant to Section 217 of the Public Service Law? Yes X\_ No \_\_\_\_
  - b. Current Annual Financial Report? Yes X\_ No \_\_\_\_.

If answer to any of above is negative, explain.

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

No 1230/03

Date Brian B. Wirth, Vice President, Government and Public Affairs Attached is a copy of applicant's current annual performance test results per NYSCRR § 596.5.

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## FORM R-2 FRANCHISE INFORMATION

Finger Lakes System Exhibit A As of 01/01/04

<b>MUNICIPALITY</b>	<u>Franchise</u> <u>Number</u>	<u>Total</u> <u>Subscribers</u>	<u>Tier</u> Subscribers	<u>Pay</u> Subscribers	<u>Commercial</u> <u>Subscribers</u>	<u>Miles Built</u> in 2003
Arcadia T	801	910	844	641	4	1.61
Aurelius T	802	417	383	315	6	.54
Aurora V	803	157	137	79	4	.27
Bloomfield V	804	367	351	229	3	.00
Bristol T	303	313	290	178	0	.32
Canadice T	302	241	203	88	1	.0 .
Canandaigua C	808	3,854	3,509	2,017	78	.16
Canandaigua T	807	2,250	1,999	1,134	22	4.21
Cayuga V	809	249	223	167	0	.10
Clifton Springs V	810	679	626	336	5	.09
Clyde V	811	653	604	379	6	.00
Covert T	812	10	9	0	0	0
Dresden V	700	72	72	13	0	0
East Bloomfield T	806	110	106	80	1	0
Farmington T	814	2,764	2,567	1,785	15	6.79

MUNICIPALITY	<u>Franchise</u> <u>Number</u>	<u>Total</u> <u>Subscribers</u>	<u>Tier</u> <u>Subscribers</u>	<u>Pay</u> Subscribers	<u>Commercial</u> <u>Subscribers</u>	<u>Miles Built</u> in 2003
Fayette T	815	340	311	211	1	.30
Galen T	816	340	311	215	2	.61
Geneva C	817	4,651	4,284	2,856	55	.39
Geneva T	818	1,151	1,045	636	24	.21
Hopewell T	819	528	486	342	9	.72
Huron T	820	302	259	137	4	0
Interlaken V	821	215`	198	125	1	.0
Ledyard T	822	11	10	6	0	.00
Lodi T	823	56	39	23	0	0
Lodi V	824	71	67	59	1	0
Lyons T	825	301	286	119	121	.11
Lyons V	826	1,157	1,075	731	12	.00
Macedon T	828	1,569	1,449	1,000	10	3.659
Macedon V	827	444	412	225	4	0
Manchester T	830	962	929	698	2	.761
Manchester V	829	590	431	222	2	.00
Marion T	832	950	869	581	5	4.22

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<u>MUNICIPALITY</u>	<u>Franchise</u> <u>Number</u>	<u>Total</u> <u>Subscribers</u>	<u>Tier</u> <u>Subscribers</u>	<u>Pay</u> <u>Subscribers</u>	<u>Commercial</u> <u>Subscribers</u>	<u>Miles Built</u> in 2003
Naples T	600	103	97	33	2	.13
Naples V	601	375	326	103	5	0
Newark V	833	3.094	2,851	1,671	49	.00
Ontario T	834	2,472	2,298	1,822	13	4.385
Ovid T	835	217	198	122	2	.00
Ovid V	836	193	174	86	4	0
Palmyra T	837	640	591	388	4	.38
Palmyra V	838	1,189	1,088	669	15	.00
Phelps T	840	444	420	313	6	1.93
Phelps V	839	659	609	381	4	.00
Red Creek V	841	199	193	154	1	0
Richmond T	301	737	623	424	16	.00
Romulus T	842	409	382	307	9	.23
Rose T	843	294	266	218	1	0
Savannah T	844	172	159	154	0	.59
Seneca Falls T	847	1,063	1,019	349	12	.61
Seneca Falls V	846	2,487	2,316	1,482	23	.02

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<b>MUNICIPALITY</b>	<u>Franchise</u> <u>Number</u>	<u>Total</u> <u>Subscribers</u>	<u>Tier</u> Subscribers	<u>Pay</u> <u>Subscribers</u>	<u>Commercial</u> <u>Subscribers</u>	<u>Miles Built</u> in 2003
Seneca T	845	324	299	215	2	1.02
Shortsville V	848	548	517	300	3	.27
Sodus Point V	851	440	388	290	2	.00
Sodus T	850	967	795	640	9	1.12
Sodus V	849	536	487	341	7	.00
South Bristol T	852	436	350	258	4	.58
Springport T	853	72	61	34	1	.00
Union Springs V	854	411	365	276	8	.00
Varick T	855	304	273	186	0	.00
Victor T	867	2,473	2,275	1,833	17	7.40
Victor V	856	840	771	494	7	.00
Walworth T	858	2,041	1,874	1,450	4	4.35
Waterloo T	860	1,113	1,032	819	16	.77
Waterloo V	859	1,714	1,542	985	19	.03
Williamson T	861	1,603	1,493	1,021	3	3.00
Wolcott T	805	186	167	136	1	.09
Wolcott V	862	507	. 448	350	9	.00

Fin	ger Lakes
Cha	ital Cable annel Lineup
	TIME WARNER
• 1	ShopNBC Educational Access**
	B WSTM (3) Syr NBC WCNY (24) Syr PBS
	6 *WSYT (68) Syr FOX Community Access****
	B WROC (8) Roch CBS WIXT (9) Syr ABC
<ul><li>● 11</li><li>● 12</li></ul>	WXXI (21) Roch PBS WNYS (43) Syr WB PLTV
<ul> <li>13</li> <li>14</li> <li>15</li> </ul>	R News Community Access
● 16 ● 17 ● 18	QVC WBGT (UPN)
<ul> <li>12</li> <li>13</li> <li>14</li> <li>15</li> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> </ul>	CNN TNT
■ 22 ■ 23 ■ 24 ■ 25	The Weather Channel
26 27 27	The Learning Channel Spike TV
■ 29 ■ 30 ■ 31	VH-1 Nickelodeon ABC Family Channel
29           30           31           32           33           34           35           36           37           38	Headline News American Movie Classics
■ 35 ■ 36 ■ 37 ■ 38	Country Music Television
39 40 11 41	E! Entertainment The Travel Channel BET
■ 42 ■ 43 ■ 44	Court TV C-Span
■ 45 ■ 46 ■ 47 48	MSNBC CNBC
48 49 50 51	EWTN TBN
- ■ 52 ■ 53 ■ 54	Hallmark Channel Fox Sports NY
55 56 57	Animal Planet FOX News Channel
■ 58 ■ 59 ■ 60	Sci-Fi Channel Turner Classic Movies
■ 61 ■ 62 ■ 63 ■ 64	Home & Garden TV The History Channel
■ 65 ■ 66 ■ 67	TBS Lifetime Movie Network
■ 68 ■ 69 ■ 70	The Disney Channel The Golf Channel Oxygen
49           50           51           523           533           54           55           56           57           58           59           60           61           62           63           64           65           66           70           71           68           67           68           67           74           72           73           74           75	National Geographic Chan.
■ 74 ■ 75 ■ 76 ■ 77	Outdoor Life Netw. NEW! Discovery Health MOVED

94 Home Shopping Network 98 Leased Access **Digital Genre** News & Info 100s 101 CNN 102 Headline News 103 The Weather Channel 104 CNN Showcase OD 105 CNNfn Bloomberg Television 106 107 CNBC 108 CNBC World 109 RNews **R News Weather Now** 110 111 Rochester On Demand 113 MSNBC 114 Newsworld International 115 FOX News Channel 116 C-Span 117 C-Span II -118 C-Span III Sports 200s 201 ESPN 202 ESPN2 203 ESPNEWS Network 204 ESPN Classic Sports 205 YES MSG 206 MSG Golf Channel OD The Golf Channel Speed Channel OD **NEW!** Speed Channel FOX Sports NY FOX Sports World FOX Sports Net Atlantic FOX Sports Net Atlantic 207 208 209 210 211 212 225 FOX Sports Net Central 226 227 FOX Sports Net Pacific 228 Fuel NEW! Empire Sports Network Tennis Channel 229 230 231 NBA TV NEW! Entertainment 300s 301 WRWB (Ch 16) WB\*\*\* 303 **USA Network** 305 TNT 307 TBS 309 FX 311 **Turner Classic Movies** 312 American Movie Classics 315 Movieplex FOX Movie Channel 317 318 Ind. Film Chan. MOVED 320 Encore 322 A&E On Demand 323 A&E 325 BBC America On Demand 326 BBC America 329 Bravo 331 Trio 333 El Entertainment Court TV OD NEW! Court TV 335 336 Cornedy Central OD Cornedy Central 339 340 Game Show Network 343 345 Sci-Fi Channel 347 TV Land 349 PAX TV 351 Hallmark Channel Lifestyles 400s 401 Outdoor Life Netw. NEW! 403 Outdoor Channel 405 Spike TV 406 G4 NEW! 407 Lifetime 408 Lifetime Real Women Lifetime Movie Network Oxygen On Demand 410 412 Oxygen WE: Women's Entertainment 413 415 SoapNet The Travel Channel Food Network On Demand 416 418 420 Food Network 421 423 Style Fine Living 425 427 HGTV On Demand 428 HGTV 430 DIY On Demand 432 DIY 434 Discovery Home & Leisure

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436 Discovery Health 438 FitTV o 440 Ovation 442 Home Shopping Network ō 444 America's Store 446 EWTN 448 TBN 450 Univision Kids And Learning 500s 501 Nat. Geographic OD NEW! 502 National Geographic 504 History Channel 506 Animal Planet 0 The Learning Channel Discovery Channel 508 510 512 Discovery Times õ 513 **Discovery Wings** 0 514 The Science Channel 0 515 Discovery Kids 0 518 Nickelodeon 519 Noggin 520 Cartoons On Demand 0 521 Cartoon Network 523 PBS Kids OD **NEWI** 525 ABC Family 527 Disney Channel 528 Disney Channel 2 0 529 Toon Disney Music 600s 601 MTV 602 MTV2 603 Fuse NEW! 605 VH-1 606 VH1 Classic 000 610 BET on Jazz 612 Country Music TV 613 Great American Country On Demand 700s õ 701 Answers OD õ 702 A&E OD 703 Anime OD NEW! 0000 704 BBC America OD 705 Cartoons OD õ 706 Comedy Central OD 707 CNN Showcase OD 708 Court TV OD NEW! 000 709 DIY OD 710 Food Network OD Ó 711 Golf Channel OD 000 712 HGTV OD 713 Nat. Geographic OD NEW! 714 Oxygen OD NEW! 0 715 PBS Kids OD NEW! 716 Rochester OD 717 Speed OD NEW! 720 HBO OD 0 0 × 721 Cinemax OD 723 Showtime OD 724 TMC OD 725 iCONTROL Music \* ★ 723 Show
 ★ 724 TMC
 ○ 725 iCON
 Music Choice O 750-792 Music Choice Movies On Demand 800s & 800 iCONTROL Movies **▲** 0 801 ICONTROL Previews 802 ICONTROL Answers OD õ õ 830 INDEMAND Previews ▲ 831-840 INDEMAND P.P.V. ۸ 870 iCONTROL Adult 871 Playboy TV Pay-Per-View 872 Hot Network Pay-Per-View 873 Hot Zone Pay-Per-View 874 TeN Pay-Per-View 875 TeN Clips Pay-Per-View ▲ Premium Movies 900s 
 Milm Waves gous

 901
 HBO On Demand

 902
 HBO

 903
 HBO 2

 904
 HBO Signature

 905
 HBO Family

 906
 HBO Zone

 907
 HBO Zone
 \* × \* \* ★ \* 907 HBO Zone 910 HBO Latino × \* \* 911 HBO West 915 Cinemax on Demand \* \* 916 Cinemax MoreMAX \* \* 917 918 Action MAX ThrillerMAX \* 919 WMAX \* 920 + @MAX 921

\* 922 5-StarMAX 923 OuterMAX \* \* 924 **Cinemax West** \* 930 Showtime On Demand × 931 Showtime \* 932 Showtime Too \* Showtime Showcase 933 \* 934 Showtime Extreme \* 935 Showtime Beyond \* 936 Sundance \* 937 Showtime Next \* 938 Showtime Family Zone \* 939 Showtime Women \* 940 Showtime West \* \* 945 TMC On Demand 946 The Movie Channel \* 947 TMC Xtra \* 948 Flix × 950 Starz × 951 Starz Theater × 952 Black Starz \* 953 Starz Family \* 954 Starz Cinema × 955 Starz West × 960 Encore Western \* 961 Encore Love Stories × 962 Encore Mystery × 963 Encore Action × 964 **Encore True Stories** \* \* 965 Encore WAM 966 Encore West ○ 1015 IDHD1 NEW!
 ○ 1016 IDHD2 NEW!
 ○ 1030 Discovery HD NEW!
 League Sports 1100s
 ▲ 1101-1131 On Demand Sports
 International 1200s
 Spanish Package NEW!
 ★ 1201 HB0 Latino
 + 1202 EWTN Espanol
 + 1202 CNN Espanol 1203 CNN Espanol ÷ 1204 Discovery Espanol ÷ 1205 La Familia ÷ 1206 Grandes Documenataries ÷ 1207 Canal 24 Horas ÷ 1208 TVE + 1209 Cine Latino 1210 Ultisma ÷ 1211 HTV 1212 Infitino 1213 Video Rola ÷ ÷ 1214 MUN2
 1215 CNC Columbia 1216 Playboy Espanol
 1217 FOX Sports Espanol
 Hindi Channel NEW!
 1230 TV Asia (Hindi)
 Russian Channel NEW! + 1235 RTN (Russian) Italian Channel NEW! + 1240 RAI (Italian) Channel Key

- - Basic Service
     Standard Service
  - 0
  - **Digital Channels**
  - **Digital Sports Package** ۰
  - × **Premium Channels**
  - Movies On Demand P.P.V. +
  - Ethnic Channels

#### 789-8837 or 1-800-756-7956 or twrochester.com

FL 1/04

#### Exhibit C Town of Farmington January 2004

#### **Prices and Packages**

	Price	es and Packages	
<b>Cable Service Monthly Rates</b>			
Basic Service	\$12.60		
Standard Service	\$36.15		
Optional Services		Channel Selector(s) & Equipm	ent
HBO, Cinemax, Showtime,		Addressable Terminal	\$ 7.61 ea.
Starz, TMC	\$11.60 ea	Non-addressable selector	.68
Any 2 Premium Services	\$18.60	Remote Control	.34
Any 3 premium	\$25.60	Other Charges	
Any 4 premium	\$32.60	Service Protection Plan	\$ 1.00 per mn.
Any 5 premium	\$39.60	Wallfish (per outlet)	\$65.00
Encore Movie Pack	\$ 3.00	Transfer	\$19.95
Digital Programming/Services	\$5.00 1 <sup>st</sup> outle	t Returned item charge	\$20.00
50 cents each additional outlet	•	Late charge	\$ 4.00
Digital Video Recorder Services	\$9.95		0 - \$500.00
Pay-Per-View		equipment depending on mode	
Movies	\$3.95 ea		5.20 - \$42.47
Spice or Pleasure	\$6.95	remote, depending on model	
Playboy	\$5.95		55.00 per mn
Special Events	per event	Eligible once during a 12 mn	
		period for a minimum of 30 c	lays
Primary Trip		and a maximum of 6 months	
Primary Installation (unwired)	\$37.64	10% Discount on Std Service	
Prewired Home	\$24.44	Must qualify for HEAP or	
Additional Outlet (unwired)	\$12.95 ea	Must receive both Medicaid	
Additional Outlet (prewired)	\$ 5.95 ea	and food stamps	
Special Trip			
Installation of Each Outlet	\$21.59		
Field Work/Truck Trip	\$21.82.		
Relocate Inside Line	\$14.02		
Service call/caused by customer	\$25.00		
and not covered by SPP	420.00		
	III-h O	and Online Samian	
Dood Dunner w/Dooio aphie aniw	Hign Sp \$44.95	eed Online Service Home Networking/Wired	1 \$ 9.95
Road Runner w/Basic cable only	D44.7J	Home Networking/ wired	\$ 9.93 \$40.05

Road Runner w/ Dasie Cable Only	J44.7J	nome networking/ when	\$ 2.25
or w/o cable		HN Wired installation	\$49.95
Road Runner w/Std cable	\$39.95	<b>RR Std Installation</b>	\$99.00
Additional RR IP addresses (2) \$5.95	ea. per month	HN Wireless installation	\$79.95
EarthLink	\$49.95	Service call	\$50.00
Software Installation	\$24.95		

Residential rates. Rates, offerings and packages subject to change. Franchise fees, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges, restrictions or requirements may apply. Basic Service is required to receive Standard Service. Basic and Standard and the Digital Terminal are required to receive Digital Cable Service. -Rates effective 2004

## TIME WARNER COMMUNICATIONS

### FCC TECNICAL STANDARDS TESTING (PROOF OF PERFORMANCE) FCC Standards No. (b), 76.605(a) (1-13)

## SYSTEM NAME: TWC / FINGERLAKES

LOCATION: 3518 SUTTON ROAD GENEVA, NY 14456

#### HEADEND/HUB SITE: CANANDAIGUA

TESTED BY: MICAHEL A. PETTIT

## FCC TECNICAL STANDARD TESTS

DIVISION	:	ROCHESTER, NY
SYSTEM	.:	TIME WARNER COMMUNICATIONS/FINGERLAKES
HEADEND	:	CANANDAIGUA
DATE	:	7/31/03
REVIEWED BY	:	TOM ALLEN
CHIEF TECH./PLANT MGR.	:	TOMALLEN

#### FCC PERFORMANCE TEST LOG

SYSTEM : TIME WA HEADEND: CANAND	RNER COMMUNICATIONS AIGUA	System Operation Began: Number of Subscribers: Test Date (s)	1975 17128 6/27 & 7/22
	TEST CONDUCTED		
FCC REFERENCE	SYSTEM P	ARAMETERS	DATE TEST CONDUCTED
76.605(A) (1)	Subscriber Terminal		NR
76.605(A) (2)	Aural Center Frequency		6/27 & 7/22
76.605(A) (3)	Visual Signal Level		6/27 & 7/22
76.605(A) (4)	Visual Carrier Level Variat	ion(24Hr Test)	9/03
76.605(A) (5)	Aural Signal Level		6/27 & 7/22
76.605(A) (5)	Amplitude characteristics		6/27 & 7/22
76.605(A) (7)	Visual Signal to System No	oise	6/27 & 7/22
76 605(4) (8)	Ochorad Distant		UILI Q IIZZ

76.605(A) (8) **Coherant Distortion** 6/27 & 7/22 76.605(A) (9) Terminal Isolation PROVIDE SPEC SHEET 76.605(A) (10) Hum Modulation Levels 6/27 & 7/22 76.605(A) (11) Chrominance-Luminance Delay 6/27 & 7/22 76.605(A) (12) Differential Gain 6/27 & 7/22 76.605(A) (13) **Differential Phase** 6/27 & 7/22

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

Tests Conducted by: Michael A. Pettit

#### TWC FCC TECNICAL STANDARDS TESTING EQUIPMENT LIST

#### COMPANY: Time Warner Communcations 3518 Sutton Road Geneva, NY 14456 TEST CONDUCTED BY: Michael A.Pettit JOB TITLE : Tecnician TEST DATE : 6/27 & 7/22

#### (QUALIFICATIONS OF TEST ENGINEER)

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

#### (TEST EQUIPMENT USED)

ITEM#				Last Cal.
TYPE	Manufacturer	MODEL	SERIAL #	Date
1	Tektronix	2715 Spectrun Anylzer	B020972	10/02
2	Tektronix	1730 Waveform Monitor	B054842	10/02
3	Wavetek	PP-75 BPF	2305016	10/02
4	Tektronix	VM100	B010423	10/02
5	Tektronix	DS1001	GB16773	10/02
6				

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

System Name:	TIME WARNER COM	MUNICATIONS		System No	o: 001546
Location:	CANANDAIGUA	County:ONTARIO		State :	New York
	Communities served:	·		FCC Com	munity Codes
1.	CITY OF CANANDAI	GUA	1.	NY0551	. ·
	TOWN OF CANANDA		2.	NY0563	·
	VILLAGE OF MANCH		3.	NY0583	
	VILLAGE OF SHORT				
	TOWN OF FARMING			NY0609	
	TOWN OF MANCHE	STER	6.	NY0654	
	TOWN OF HOPEWE	LL	7.	NY0656	
8	VILLAGE OF CLIFTC	N SPRINGS	8.	NY0676	
	TOWN OF SOUTH B				
	TOWN OF E. BLOOM			NY0806	
	VILLAGE OF VICTOR			NY0608	
	TOWN OF VICTOR		12.	NY0655	
13.	TOWN OF RICHMO	ND		NY1513	
14	TOWN OF CANADIC	E	14.	NY1518	
15	TOWN OF BRISTOL		15.	NY1522	
	VILLAGE OF BLOOM	•	16.	NY1686	
	TOWN OF NAPLES		17.	NY1652	
	. VILLAGE OF NAPLE			NY0606	
	Initial date of operation			Center co	ordinates:
	FCC-filed operating F		I		: 42-52-55 N

N. Latitude: 42-52-55 N W . Longitude: 77-19-30 W

complies with the standards set forth insection 76.605.

 Qualification Statement: Tecnician / Engineer Supervising and/or Conducting Tests

 Name: Michael A. Pettit
 Title: TECNICIAN

 Company: TIME WARNER COMMUNICATIONS
 Phone: 315-781-0567

 Address: 3518 SUTTN RD., GENEVA, NY 14456
 Expires:

 FCC license No.
 Expires:

 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 Tecnical/Engineer

Date

System Manager

Date

4

Worksheet cdgahe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Sequence Filter is On

View Sequence	Filter is On			······	
	Visual Carrier Lev (dBmV)	Visual Carrier Freq (MHz)	Aural Carrier Lev (dBc)	Aural Frequency Offset (MHz)	Average Power (dBmV)
2-loc EdAcc 55.25	14.8	55.250302	-14.8	4.499991	
3-3 WSTM 61.24	16.1	61.238999	-14.7	4.500002	
4-loc ChGen 67.25	15	67.249217	-14.3	4.499916	
5-5 WTVH 77.24	15.7	77.239758	-14.2	4.499861	
6-loc blank 83.25	15.6	83.249647	-14.5	4.49998	
97-QPS QPSK 105.1					-43.9
98-ROC LEASED 109.2725	15.6	109.274463	-14.3	4.500004	
99-SAT ValuVi 115.2725	16	115.274643	-15	4.500013	
14-ROC RNEWS 121.2625	15.5	121,262307	-14.3	4.499523	
15-loc EdAcc 127.2625	14.4	127.262158	-14.6	4.500001	
16-SAT WBWR 133.2625	15.4	133.262377	-14.7	4.499338	
17-SAT QVC 139.25	15.7	139.249737	-14.4	4.500014	
18-40U UPN 145.25	15.7	145.249495	-13.6	4.499554	
19-SAT PAX 151.321	16.2	151.320195	-15.1	4.499765	
20-SAT CNN 157.25	16.1	157.25023	-14.5	4.499996	
21-SAT TNT 163.25	15.9	163.24796	-14.2	4.499549	
22-SAT DISC 169.25	15.8	169.248665	-15.1	4.500031	
7-31U WUHF 175.25	15.8	175.248987	-14.9	4.499959	
8-8 WROC 181.25	16.1	181.250002	-15.2	4.499561	
9-9 WIXT 187.24	15.6	187.240302	-14.3	4.499747	
10-10 WHEC 193.26	15.8	193.26006	-14.7	4.499991	
11-21U WXXI 199.25	15.3	199.247694	-13.7	4.499349	
12-CDG LOCAL 205.25	16.2	205.24793	-15	4.499884	
13-13 WOKR 211.24	14.9	211.240163	-14.6	4.499822	
23-SAT TWC 217.25	15.5	217.250032	-14.5	4.500005	· · · · · · · · · · · · · · · · · · ·
24-SAT ESPN 223.25	15.2	223.252629	-14.4	4.499982	

Worksheet cdgahe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Sequence Filter is On

View Sequence	Filter is On	r			
	Visual	Visual	Aural	Aural	Average
			Carrier	Frequency Offset (MHz)	Power (dBmV)
<u></u>	Lev (dBmV)	Freq (MHz)	Lev (dBc)		
25-SAT ESPN2 229.2625	15.1	229.261552	-14.8	4.500004	
26-SAT TLC 235.2625	14.7	235.259439	-14.2	4.499992	
27-SAT TNN 241.2625	14	241.261978	-14.2	4.500089	
28-SAT MTV 247.2625	14.8	247.262534	-15.1	4.499461	
29-SAT VH1 253.2625	14.5	253.261759	-14.3	4.499669	
30-SAT NICK 259,2625	14.9	259.262187	-14.3	4.499864	
31-SAT FAM 265.2625	14.5	265.262071	-15.1	4.500026	
32-SAT USA 271.2625	13.7	271.262581	-14.9	4.499296	
33-SAT HDLN 277.2625	13.9	277.261778	-14.3	4.500036	
34-SAT AMC 283.2625	13.8	283.262365	-14.9	4.498699	
35-SAT LIFE 289.2625	13.4	289.259162	-13.9	4.499978	
36-SAT CMT 295.2625	13.3	295.261491	-14.4	4.499257	
37-SAT A&E 301.2625	13.4	301.261895	-14.8	4.499737	-
38-SAT CMDY 307.2625	12.8	307.261294	-14.3	4.500016	14
39-SAT E! 313.2625	13	313.261825	-14.7	4.500031	
40-SAT TRAVEL 319.2625	13.5	319.261429	-14.5	4.499723	
41-SAT BET 325.2625	14.6	325.261726	-13.1	4.49953	
42-SAT UNIV 331.2725	15.3	331.274317	-14.7	4.500032	
43-SAT CRT 337.2625	15.9	337.26223	-13.8	4.499968	
44-SAT CSPAN 343.2625	16.4	343.261768	-15.6	4.500014	
45-SAT CSPAN2 349.2625	15.2	349.26099	-14.6	4.499991	
46-SAT MSNBC 355.2625	16.1	355.259205	-14.8	4.499996	
47-SAT CNBC 361.2625	16.2	361.261512	-14.2	4.500002	
48-SAT FOOD 367.2625	16.3	367.261194	-14.6	4.500051	
49-SAT EWTN 373.2625	16.2	373.261723	-14.5	4.499986	
50-SAT TBN 379.2625	16.3	379.261828	-15.1	4.499998	

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Worksheet cdgahe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Sequence Filter is On

View Sequence	Filter is On				
	Visual	Visual	Aural	Aurai	Average
			Carrier	Frequency	Power
	Lev (dBmV)	Freq (MHz)	Lev (dBc)	Offset (MHz)	(dBmV)
51-SAT MSG 385.2625	15.5	385.259829	-14.8	4.499995	
52-SAT ESN 391.2625	15.7	391.26053	-14.7	4.500023	
53-SAT FSNY 397.2625	15	397.262056	-14.8	4.500022	
54-SAT BRAVO 403.25	15.2	403.247337	-13.8	4.499679	
55-SAT PLEX 409.25	15.7	409.247953	-15	4.49901	
56-SAT ANIMAL 415.25	15.9	415.246935	-14.4	4.499408	
57-SAT FoxNew 421.25	16.2	421.247718	-14.9	4.500017	
58-SAT TOON 427.25	16	427.249838	-14.8	4.498564	•
59-SAT SCI-FI 433.25	15.8	433.249144	-14.8	4.499526	
60-SAT TCM 439.25	15.3	439.24824	-15.2	4.499378	
61-SAT CNNfn 445.25	16	445.245476	-15	4.499996	
62-SAT H & G 451.25	15.4	451.245578	-15.2	4.500015	
63-SAT HISTRY 457.25	15.4	457.245488	-15.3	4.500036	
64-SAT TVLand 463.25	14.9	463.24942	-15.6	4.499976	
65-SAT WTBS 469.25	14.9	469.249095	-14.2	4.500029	
66-SAT LFTM 475.25	15.3	475.247725	-14.7	4.499999	
67-SAT FX 481.25	16	481.248395	-14.6	4.499858	
68-SAT DISNEY 487.25	15.8	487.246759	-15.2	4.499263	*****
69-SAT GOLF 493.25	15	493.247145	-13.6	4.499585	
70-SAT OXY 499.25	15.5	499.252953	-15.2	4.499981	
71-SAT SOPNET 505.25	14.8	505.250479	-14	4.499985	
72-SAT WE 511.25	15.3	511.248869	-15.7	4.500018	
73-SAT NGN 517.25	15	517.24775	-15.3	4.500023	
74-SAT YES 523.25	15.3	523.249236	-14.1	4.499642	
79-QAM QAM555 555			P.		9.5
80-QAM QAM561 561			•		10.8

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Worksheet cdgahe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Sequence Filter is On

view Sequence	r · · · · · · · · · · · · · · · · · · ·	<u>г</u>		<u>т</u>	· · · · · · · · · · · · · · · · · · ·
	Visual Carrier Lev (dBmV)	Visual Carrier Freq (MHz)	Aural Carrier Lev (dBc)	Aural Frequency Offset (MHz)	Average Power (dBmV)
82-QAM QAM573 573					10.8
83-QAM QAM579 579					11.9
84-QAM QAM585 585				• =	10
87-QAM QAM603 603					11.7
88-QAM QAM609 609					11.2
90-QAM QAM621 621			<u> </u>		10.7
91-QAM QAM627 627			· · · · · · · · · · · · · · · · · · ·		10.4
92-QAM QAM633 633					9.6
93-QAM QAM639 639					8.1
94-SAT HSN 643.25	14.6	643.24987	-14.1	4.499982	
101-QAM QAM657 657					8.5
110-QAM QAM711 711					8.1
111-QAM QAM717 717					7.9
112-QAM QAM723 723		) I	······		7.9
114-QAM QAM735 735					7.6
115-QAM QAM741 741					7.3
116-QAM QAM747 747.25			· · · · ·		7.2
117-LCL TEST 751.25	13.1	751.250181	-15.1	4.500005	

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0 0	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
2-loc EdAcc 55.25	7.6	-14.9		
3-3 WSTM 61.24	8.3	-14.4		
4-loc ChGen 67.25	8.3	-14.7	·········	
5-5 WTVH 77.24	8.2	-13.6		
6-loc blank 83.25	8.9	-15.1		
97-QPS QPSK 105.1			1.3	
98-ROC LEASED 109.2725	6.3	-14.5		
99-SAT ValuVi 115.2725	6	-14.6		
14-ROC RNEWS 121.2625	5.7	-14.5		
15-loc EdAcc 127.2625	5.1	-14.9		
16-SAT WBWR 133.2625	5.8	-14.5		
17-SAT QVC 139.25	6.8	-14.3		
18-40U UPN 145.25	7.1	-13.9		
19-SAT PAX 151.321	8.1	-15.7		
20-SAT CNN 157.25	7.6	-14.5		
21-SAT TNT 163.25	7.6	-14.1		
22-SAT DISC 169.25	7.4	-15.1		
7-31U WUHF 175.25	7.6	-15.1		
8-8 WROC 181.25	7.4	-14.7		
9-9 WIXT 187.24	7.6	-14.4		
10-10 WHEC 193.26	7.8	-14.2		
11-21U WXXI 199.25	7	-13.6		
12-CDG LOCAL 205.25	7.3	-14.2		
13-13 WOKR 211.24	6.3	-14.4		
23-SAT TWC 217.25	7.8	-15.6		
24-SAT ESPN 223.25	6.7	-15		.4

Page 1

View rest ID Fi	Visual Carrier	Aural Carrier	Average Power	HUM/LFD (%)
25-SAT ESPN2	Lev (dBmV) 6.4	Lev (dBc) -15.2	(dBmV)	
229.2625 26-SAT TLC	6	-14.9		·
235.2625	0	- 14.5		
27-SAT TNN 241.2625	5	-14.5		
28-SAT MTV 247.2625	5.5	-15.4		
29-SAT VH1 253.2625	4.5	-14		
30-SAT NICK 259.2625	4.8	-14.1		
31-SAT FAM 265.2625	4.9	-13.9		
32-SAT USA 271.2625	4.9	-14.2		
33-SAT HDLN 277.2625	5.1	-14.8		
34-SAT AMC 283.2625	5.5	-14.5		
35-SAT LIFE 289.2625	5.9	-14.4		
36-SAT CMT 295.2625	6	-14.8		
37-SAT A&E 301.2625	6.3	-15		
38-SAT CMDY 307.2625	5.9	-14.8		
39-SAT E! 313.2625	5.5	-14.9		
40-SAT TRAVEL 319.2625	5.6	-14.3		
41-SAT BET 325.2625	6.3	-12.6		
42-SAT UNIV 331.2725	6.8	-14.2		
43-SAT CRT 337.2625	7.8	-14.2		
44-SAT CSPAN 343.2625	7.4	-15.6		
45-SAT CSPAN2 349.2625	7.3	-14.7	·	
46-SAT MSNBC 355.2625	7.7	-14.4		
47-SAT CNBC 361.2625	7.7	-14.2		
48-SAT FOOD 367.2625	7.9	-15.4	······	
49-SAT EWTN 373.2625	7.3	-15.3		
50-SAT TBN 379.2625	7.6	-15.8		

			r	1
	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
51-SAT MSG 385.2625	6.7	-14.8		
52-SAT ESN 391.2625	6.3	-14.3		
53-SAT FSNY 397.2625	6.3	-14.3		
54-SAT BRAVO 403.25	6.7	-14		
55-SAT PLEX 409.25	7.5	-14.9		
56-SAT ANIMAL 415.25	7.9	-14.5		
57-SAT FoxNew 421.25	8.2	-15		
58-SAT TOON 427.25	8	-15.4	· · ·	
59-SAT SCI-FI 433.25	7.3	-13.9		
60-SAT TCM 439.25	8.2	-16.9 *		
61-SAT CNNfn 445.25	6.6	-14.6		·
62-SAT H & G 451.25	7.1	-15.6		
63-SAT HISTRY 457.25	6.6	-14.8		
64-SAT TVLand 463.25	7.5	-16.6		
65-SAT WTBS 469.25	6.1	-12.9		
66-SAT LFTM 475.25	8.2	-15.7		
67-SAT FX 481.25	7.3	-14		
68-SAT DISNEY 487.25	8.7	-16.4 *		
69-SAT GOLF 493.25	7.2	-14.3		.4
70-SAT OXY 499.25	8	-15.6		
71-SAT SOPNET 505.25	7.2	-15		-
72-SAT WE 511.25	6.9	-14.6		
73-SAT NGN 517.25	6.9	-14.7		
74-SAT YES 523.25	6.7	-13.8		
79-QAM QAM555 555			1	
80-QAM QAM561 561			.9	

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	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
81-QAM R.R567			(dBHV) 1	
567		- <u> </u>	1.5	
82-QAM QAM573 573			1.5	
83-QAM QAM579 579			1.9	
84-QAM QAM585 585			1.8	
87-QAM QAM603 603			3	
88-QAM QAM609 609			3.9	
89-QAM R.R615 615			2.6	
90-QAM QAM621 621			3	
91-QAM QAM627 627			3.2	
92-QAM QAM633 633			2	
93-QAM QAM639 639			1	,
94-SAT HSN 643.25	7.7	-13.4		·
101-QAM QAM657 657			1.6	
107-QAM VOD_F1 693			4.2	
108-QAM VOD_F2 699			3.7	
109-QAM VOD_F3 705			4.1	
110-QAM QAM711 711			1.5	
111-QAM QAM717 717			1.4	
112-QAM QAM723 723			.3	
113-QAM VOD_F4 729			3.9	
114-QAM QAM735 735			1.7	
115-QAM QAM741 741			1.6	
116-QAM QAM747 747.25			1	
117-LCL TEST 751.25	6.6	-14.3		

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	Ourstans, 7		r Comm /Fi			E	Eng/Tech: N	APettit
–	System.	Time Warne	anandaigua	NY	•		Date:	7/22/03
HeadEnd	Test Point:	Buffalo St.,C	anandaigue	.,			Initials: N	1AP
	lest Point.	256 RailRoa	dMills Rd Fi	shers NY				
	Localion. 4	rements are	+ / - 2dB					
(FCC Amp	litude Requi	Tements are	., 200)					
г		multiburst	0.5	1	2	3	3.58	4.1
		manabarot	enter	enter	enter	enter	enter	enter
	channel		•••••					
	3	ref.in	T		1			
ł		dev.out	72	78	90	86	86	
		diff.in/out	0.72	0.78	0.9	0.86	0.86	0
		20log		-2.158108	-0.91515	-1.310031	-1.310031	0 .
	nv m	easurment	1.9382	(dB) or	+/-	0.9691	(db)	**PASS**
		0000						
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel			_				
	5	ref.in						
		dev.out	82	80		74	70	
	ļ	diff.in/out	0.82	0.8	0.74	0.74	0.7	0
		20log	-1.723723	-1.9382	-2.615366			0
	pv m	neasurment	1.374316	db or	+/-	0.687158	(db)	**PASS**
		multiburst	0.5	1	2	3	3.58	4.1
	ļ		enter	enter	enter	enter	enter	enter
	channel	_				•		
	8	ref.in						
		dev.out	60	62		66		
		diff.in/out	0.6	0.62	0.6	0.66	0.58	0
		20log	-4.436975		-4.436975		-4.73144	0
	pv m	neasurment	1.122319	db or	+/-	0.561159	(db)	**PASS**
	1	multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel			·	T	·	Y	
	17	ref.in						
	· ·	dev.out	. 70	72				
		diff.in/out	0.7	0.72	0.68	0.68	0.68	0
		20log	-3.098039	-2.85335			-3.349822	0
	pv n	neasurment	0.496472	db or	+/-	0.248236	(db)	**PASS**
		maritiburgat	0.5	1	2	3	3.58	4.1
		multiburst		•	enter	enter	enter	enter
	channel		enter	enter	enter	enter	enter	enter
	channel	rofin			1		r · · · ·	
	23	ref.in	72	74	76	68	70	
*	1	dev.out diff.in/out	0.72	0.74	0.76	0.68	0.7	0
		20log	-2.85335		-2.383728			0
	nun	neasurment		db or	·+/-	0.483047	-3.098039 (db)	**PASS**
	1 DV II				• •			

System: Time Warner Comm./Fingerlakes HeadEnd Location: Buffalo St.,Canandaigua,NY Test Point: Extremity

Eng/Tech: MAPettit Date: 7/22/03 Initials: MAP

Location: 256 RailRoadMills Rd,Fishers NY (FCC Amplitude Requirements are + / - 2dB)

					araoton	1	Eng/Tech: <u>N</u>	<b>/</b> APettit
	System:	Time Warne	r Comm./Fi	ngerlakes			Date:	
HeadEnd	Location:	Buffalo St.,C	anandaigua	a,NY			Initials:	
r	Fost Point <sup>.</sup> I	Extremity					initials.	
	Location:	256 RailRoa	dMills Rd,F	ishers NY				
(FCC Ampl	itude Requi	rements are	+ / - 2dB)					
(1007								
5		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
Į	channel							
	69	ref.in						
ŀ	09	dev.out	60	64	70	60	62	
ļ		diff.in/out	0.6	0.64	0.7	0.6	0.62	0
1			-4.436975	-3.876401	-3.098039	-4.436975	-4.152166	0
			1.338936	db or	+/-	0.669468	(db)	**PASS**
	pv m	easurment	1.556550					]
			0.5	1	2	3	3.58	4.1
		multiburst		•	enter	enter	enter	enter
			enter	enter	CITCI	Critor	QUILOU	÷
	channel	· · ·	r		· · · · · · · · · · · · · · · · · · ·		[	
		ref.in						
		dev.out	1		<u> </u>	L	0	0
		diff.in/out	0	0	0	0	0	0
		20log	0	0	0	0	-	**PASS**
	pv m	neasurment	0	db or	+/-	0	(db)	FA35
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel		0				<b>r</b>	
		ref.in			<u> </u>	ļ		
		dev.out					<u> </u>	L
		diff.in/out	0	0	. 0	0	0	0
	<b>P</b>	20log	0	0	0	0	0	0
	pv m	neasurment	0	db or	+/-	0	(db)	**PASS**
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel							
		ref.in	-					
	<u> </u>	dev.out						
		diff.in/out	0	0	0.	0	0	0
		20log	Ò	0	0	0	0	· 0
	l ov n	neasurment		db or	+/-	0	(db)	**PASS**
			-					
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel		0.100	2				
	Charmer	ref.in		I	1	1	1	1
		dev.out		<u> </u>	+		+	
		diff.in/out	0	0	0	0	0	0
			0	0	0	0	0	0
		20log				0	(db)	**PASS**
	i pvn	neasurment	0	db or	+/-	<u> </u>	(ub)	1700

## Time Warner Communications Proof of Perofrmance Coherent Distortions

System: Time Warner Comm./Fin	ngerlakes		1	Eng/Tech:	MAPettit
HeadEnd Location: Buffalo St., Canandaigua	NY				7/22/03
HeadEnd Location. Burlaid St., Canandague				Initials:	the second division of
Test Point: Extremity Location: 256 RailRoadMills Rd,Fi	ishers NY		No. of Active	Channels:	84
Pole#: 31h/43 Cascade: Node: 1	Trunk:	7	Le's:	3	
Cascade: Node:	TTUTIN.				
				<u></u>	
channel: <u>2-74,79-116</u>				Level (dB)	
		(Mbz) for	CSO/IM		·
Freq. Relative To Visual Carrier:		(Mhz) for	CSO/IM		-
		(Mhz) for	CTB		- 1
		(Khz) for	CO-CH		-
Notes: No beats seen or measurab	le above th	e noise fl	oor All channe	ls checked	Ī.
Notes: No beats seen of measural					
channel:				Level (dB)	)
E Deletice Te Viewel Corrier		(Mhz) for	r CSO/IM	=	
Freq. Relative To Visual Carrier:		(Mhz) fo	r CSO/IM		- 1
		(Mhz) fo	r CTB		-
	······			•	-
-		_(((())2)).01	00 011		-
shanzak					
channel:				Level (dB	› I
Freq. Relative To Visual Carrier:	· ·	(Mhz) fo	r CSO/IM		,
Freq. Relative 10 visual Carrier.	<u></u>	- ` '	r CSO/IM		-
		(Mhz) fo			
		(Khz) for			-
	····	_((((()))))))))))))))))))))))))))))))))			-
channel:					
				Level (dB	)
Freq. Relative To Visual Carrier:		(Mhz) fo	r CSO/IM	•	
	<del></del>	(Mhz) fo	r CSO/IM	,	_
	<u> </u>	(Khz) fo	r CO-CH	· · · · · · · · · · · · · · · · · · ·	
÷		,		······	
channel:		<u> </u>			
				Level (dB	)
Freq. Relative To Visual Carrier:		(Mhz) fo	or CSO/IM		-
			or CSO/IM		
		(Mhz) fo			
		(Khz) fo	r CO-CH		
channel:					•
· · · · · · · · · · · · · · · · · · ·				Level (dB	l)
Freq. Relative To Visual Carrier:			or CSO/IM		<u> </u>
			or CSO/IM		
		_(Mhz) fo			·
	<u></u>	_(Khz) fo	r CO-CH		

**Coherent Distortion** 

## TIME WARNER COMMUNICATIONS PROOF OF PERFORMANCE COLOR CHARACTERISTICS

System: Time Warner Communications

HeadEnd Location: Buffalo St., Canandaigua, NY

Eng./Tech.: MAPettit Date: 7/22/03 Initals: MAPettit

Test Point: Extremity

Location: 256 RailRoadMills Rd, Fishers NY

Picture Quality	y:		Comments/ Rating
Channel	Network	Location	
2-94,100-106			Rated Good
Digital			Rated Good
		_	

## **Carrier to Noise Readings**

Date:	7/22/03	Time:	1:45pm	Temp.:	88~F
		-	CNR		
	Channel	Peak RF level	dbc		
	2	7.9	45.45		
,	5	8.9	46.45		
•	19	8.5	46.05		
	23	7.7	45.25		
	43	7.9	45.45		
	48	7.9	45.45		
	57	8.5	46.05		
	66	8.6	46.80		
	68	8.8	46.60		
	74	6.8	44.35		
	94	7.6	45.15		
	A	verageCNR	45.73		

Data Analysis Software

## 24 Hour Test Report

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Model: SDA-50	000		Serial #: 6 File: RR M	373397 AILLS_ROAD		Cal Date: 06/25/03 DOS File: RR_MILLS_ROAD
Operator: 1504 Date: 09/25/03 Description:	1	40	5 5	-	·	
		DD MILLS RD VI	C AmpID:		Reverse Pad:	
-	dia Tunci	RR_MILLS_RD_VI	Power Cfg:		Forward Pad:	
l	_ocation Type:	CANANDAIGUA H	EFeeder Maker Cfg:		Rev Equalizer: Fwd Equalizer:	
	Test Pnt Type:		TUBK FORM.	*	Temp	
	est Pnt Comp:		Voltage Setting:		DC Voltage (unreg)	
•	AC Voltage:		DC Voltage (reg):			
			#2	#3	#4	
		#1	#2 09/25/03	09/25/03	09/26/03	
Date		09/25/03 10:46:40	16:46:36	22:46:36	04:46:36	
Time		77,0 F	87.8 F	69.8 F	46.4 F	24Hr Deviation(dB)
Tem		Video Lvl(dBmV)	Video LvI(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Devlation(dD)
Chai	in let	1000		20 F	32.5	0.6
•	2	32.3	31.9	32.5	34.5	0.7
	3	34.5	33.8	33.9 34 <i>.</i> 3	35.3	1.4
	4 ·	34.9	33.9	34.3	34.5	2.4
	5	34.6	32.2	35.2	35.3	1.8
	6	34.1	33.5 35.0	35.7	36.1	. 1.1
	7	35.0	35.0	34.9	36.1	1.2
	8	35.2 36.0	35.5	35.6	36.3	0.8
	9	36.7	36.0	35.9	36.6	0.8
	10	36.1	36.2	35.1	36.3	1.2
	11 12	36.5	36.3	35.1	36.1	1.4
	13	36.9	36.6	35.7	36.0	1.2
	14	32.9	32.8	32.6	32.5	.0.4 0.6
	15	32.1	31.7	31.7	31.5	0.8
	16	34.2	33.8	33.5	33.9	0.7
	17	34.4	34.0	34.1	33.7 34.4	0.8
	18	35.2	35.0	34.4	35.1	1.2
	19	35.8	35.3	34.6 35.1	35.6	0.9
	20	35.6	34.7	35.0	35.3	1.1
	21	35.5	34.4 34.4	35.2	35.0	0.8
	22	35.2 37.3	37.2	36.7	36.8	0.6
	23	36.0	35.6	35.8	35.4	0.6
	24 25	35.9	35.4	35.5	35.9	0.5
	26	36.1	35,5	35.5	36.1	0.6
	27	34.8	34.4	34.5	35.1	0.7
	28	35.7	35.0	34.8	35.3	0.9
	29	35.4	34.8	35.5	35.4	. 0.7 1.0
	30	35.4	34.6	35.2	35.6 35.7	1.0
	31	34.6	34.2	34.9 34.3	35.7	1.5 1.5
	32	34.2	34.5 35.0	35.8	36.1	1.3
	33	34.8	35.3	35.2	36.0	0.9
	34	35.1 36. <b>4</b>	35.7	35.5	36.0	0.9
	.35 36	36.0	35.7	35.9	36.4	0.7
	37	35.4	35.4	35.7	36.1	0.7
	38	36.3	35.8	36.2	36.5	0.7
	39 <sup>′</sup>	36.5	35.9	36.4	36.5	0.6
	40	36.9	36.5	36.5	37.2	0.7
	41	38.2	38.2	38.1	38.4	0.3
	42	37.2	37.4	. 37.1	37.4	0.3
	43	38.7	38.8	38.7	38.8	· 0.1 0.2
	44	37.9	38.1	38.0	37.9	0.2
	45	38.4	38.2	38.1	38.4	0.0

Date Analysis Software WWG StealthWare

## 24 Hour Test Report

Cal Date: 06/25/03

DOS File: RR\_MILLS\_ROAD

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Model: SDA-5000 Operator: 1504 Date: 09/25/03 Time: 10:46:40 Description:	
--	--

#4 #3 #2 09/26/03 #1 09/25/03 09/25/03 04:46:36 09/25/03 22:46:36 Date: 16:46:36 10:46:40 46.4 F 69.8 F 24Hr Deviation(dB) 87.8 F Time: Video Lvi(dBmV) 77.0 F Video Lvl(dBmV) Video LvI(dBmV) Temp: Video LvI(dBmV) Channel 0.4 38.0 37.7 0.2 38.0 37.6 38.1 37.5 46 37.7 0.5 37.6 37.8 47 37.3 37.6 37.5 0.2 37.4 37.5 37.3 37.5 48 49 0.3 38.2 38.0 37.9 0.4 38.0 50 37.4 37.4 37.7 0.4 37.8 51 52 38.0 37.8 37.8 0.3 37.6 38.0 38.0 38.0 38.3 0.2 53 38.4 38.3 38.2 38.4 0.4 54 55 38.1 38.4 38.5 38.5 0.4 38.9 38.8 39.2 39.2 0.2 56 38.7 38.8 38.9 38.9 0.5 57 39.0 38.7 38.8 38.5 0.2 58 38.7 38.7 38.5 38.7 0.4 59 39.3 39.3 38.9 38.9 0.3 60 38.8 38.8 38.5 38.6 61 0.2 38.5 38.7 38.7 38.6 62 0.9 39.6 39.3 38.7 38.8 63 0.2 39.2 39.2 39.0 39.0 64 0.5 39.0 39.0 38.5 65 38.9 0.3 39.2 39.1 39.2 38.9 66 0.9 38.6 39.4 38.5 38.5 67 0.3 38.8 38.7 38.6 38.9 68 0.6 38.5 38.7 38.9 38.3 69 70 71 72 73 74 0.7 38.5 38.3 38.9 38.2 0.3 38.5 38.8 38.8 38.5 38.0 0.2 38.2 38.0 38.0 0.4 37.5 37.8 37.7 37.4 38.2 0.5 38.5 38.7 38.4 0.3 41.6 41.3 94 97 41.3 28.7 41.4 28.5 27.2 1.5 28.5 1.3 31.3 32.6 32.1 32.1 98 32.6 32.4 0.6 32.4 99 33.0 0.4 42.3 117 42.3 42.4 42.0 0.8 36.3 36.7 36.3 35.9 555 0.7 36.5 36.9 561 36.2 36.3 0.3 33.3 33.5 33.3 33.2 567 0.7 36.5 36.1 35.8 36.0 573 0.4 36.5 36.5 36.6 36.9 579 37.4 37.3 0.7 37.0 585 36.7 0.3 -2.3 -2.2 -2.5 -2.5 591 0.4 -2.8 -2.6 -2.4 -2.7 597 0.6 37.7 38.0 603 37.4 37.5 38.0 38.6 38.2 0.6 38.0 609 0.6 36.9 36.8 36.3 615 36.4 0.7 38.2 38.2 38.9 38.7 621 39.0 0.7 39.3 38.6 627 38.6 37.9 0.6 37.6 37.4 38.0 633 38.2 38.0 0.7 37.5 37.6 639 0.7 38.6 38.3 651 37.9 38.1 38.5 38.2 0.7 37.8 37.9 657

Serial #: 6373397 File: RR\_MILLS\_ROAD Data Analysis Software

## 24 Hour Test Report



24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Nodel: SDA-5000 Operator: 1504 Date: 09/25/03 Time: 10:46:40 Description:		Serial #: File: RR	Cal Date: 06/25/03 DOS File: RR_MILLS_ROA		
	#1	#2	#3	·#4	· · · · · ·
Date:	09/25/03	09/25/03	09/25/03	09/26/03	
Time:	10:46:40	16:46:36	22:46:36	04:46:36	
Temp:	77.0 F	87.8 F	69.8 F	46.4 F	
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)
663	37.4	37.6	38.2	37.9	0.8
669	36.8	37.0	37.6	37.4	0.8
675	37.3	37.4	38.0	37.8	0.7
681	37.5	37.6	38.2	38.0	0.7
687	37.0	36.9	37.7	37.4	0.8
693	38.9	38.7	39.2	38.7	0.5
699	39.1	38.8	39.3	39.0	0.5
705	39.4	39.3	39.8	39.5	0.5
711	39.9	39.7	40.2	39.9	0.5
717	37.6	37.8	38.6	38.0	1.0
723	37.1	37.0	38.0	37.7	1.0
729	36.8	36.3	37,4	37.0	1.1
735	37.5	37.1	38.5	37.6	1.4
741	37.0	36.6	37.8	37.4	1.2
747	37.0	36.6	37.6	37.3	1.0

LIMIT CHECK	Limit	1234	
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:			PASS
		····	

Reviewed:

Date: \_\_\_\_

Worksheet taylorrd.wrk Site: Canandaigua Head End Channel Table: f-lakes.cht

View Test ID Filter is On HUM/LFD Average Aural Visual Power (%) Carrier Carrier (dBmV) Lev (dBc) Lev (dBmV) -15.9 6.9 2-loc EdAcc 55.25 6.9 -15.2 3-3 WSTM 61.24 -15 5.7 4-loc ChGen 67.25 -14.4 6.5 5-5 WTVH 77.24 -14.9 6 6-loc blank 83.25 -.4 97-QPS QPSK 105.1 -15 3.8 98-ROC LEASED 109.2725 -15.2 3.5 99-SAT ValuVi 115.2725 -14.5 2.8 14-ROC RNEWS 121.2625 -15 2 15-loc EdAcc 127.2625 -14.8 2.4 16-SAT WBWR 133.2625 3.6 -14.1 17-SAT QVC 139.25 -14 4 18-40U UPN 145.25 -14.7 4.3 19-SAT PAX 151.321 -14.4 4.2 20-SAT CNN 157.25 -14.2 4.1 21-SAT TNT 163.25 -14.6 3.8 22-SAT DISC 169.25 -14.8 4.1 7-31U WUHF 175.25 4.3 -15 8-8 WROC 181.25 -14.1 3.9 9-9 WIXT 187.24 -13.8 4.2 10-10 WHEC 193.26 -14 4.3 11-21U WXXI 199.25 -15.1 4.9 12-CDG LOCAL 205.25 3.4 -14.5 13-13 WOKR 211.24 4 -15.3 23-SAT TWC 217.25 -14.5 .4 2.7 24-SAT ESPN 223.25

Page 1

View Test ID Fil	ter is On			
	Visual Carrier	Aural Carrier	Average Power	HUM/LFD (%)
	Lev (dBmV)	Lev (dBc)	(dBmV)	
25-SAT ESPN2 229.2625	2.3	-15		
26-SAT TLC 235.2625	1.9	-14.5		
27-SAT TNN 241.2625	1.1	-14.2		
28-SAT MTV 247.2625	1.6	-15.1		
29-SAT VH1 253.2625	1.1	-13.8		
30-SAT NICK 259.2625	1.2	-14.3		
31-SAT FAM 265.2625	1.4	-14.5		
32-SAT USA 271,2625	1.6	-14.8		
33-SAT HDLN 277.2625	1.3	-14.7		
34-SAT AMC 283.2625	1.4	-14.2		
35-SAT LIFE 289.2625	1.8	-14.6		
36-SAT CMT 295.2625	1.5	-14.4	· · · · ·	
37-SAT A&E 301.2625	1.4	-14.6		-
38-SAT CMDY 307.2625	1.4	·-14.5		
39-SAT E! 313.2625	1.3	-14.6		
40-SAT TRAVEL 319.2625	1.3	-14.6		
41-SAT BET 325.2625	2.2	-13.2		
42-SAT UNIV 331.2725	2.9	-14.6		
43-SAT CRT 337.2625	3.8	-14.5		
44-SAT CSPAN 343.2625	3.6	-15.4		
45-SAT CSPAN2 349.2625	2.8	-14.7	······································	
46-SAT MSNBC 355.2625	3.3	-14.7		
47-SAT CNBC 361.2625	3.4	-14.6		
48-SAT FOOD 367.2625	3.2	-14.9		
49-SAT EWTN 373.2625	3.1	-14.9		
50-SAT TBN 379.2625	3.2	-14.8		

1

Worksheet taylorrd.wrk Site: Canandaigua Head End Channel Table: f-lakes.cht

View Test ID Filt	er is On		1	
	Visual Carrier Lev (dBmV)	· Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
51-SAT MSG 385.2625	2.9	-14.4		
52-SAT ESN 391.2625	2.8	-14.5		
53-SAT FSNY 397.2625	2.7	-14.7		
54-SAT BRAVO 403.25	2.7	-13.7		
55-SAT PLEX 409.25	3.9	-14.9		
56-SAT ANIMAL 415.25	4.1	-14.3		
57-SAT FoxNew 421.25	4.5	-14.6		
58-SAT TOON 427.25	5	-15.1		
59-SAT SCI-FI 433.25	4.5	-13.6		
60-SAT TCM 439.25	5.6	-16.4		
61-SAT CNNfn 445.25	4.1	-14.1		
62-SAT H & G 451.25	5.2	-15.7		
63-SAT HISTRY 457.25	4.7	-14.6		
64-SAT TVLand 463.25	5.6	-16.9		
65-SAT WTBS 469,25	3.9	-12.9		
66-SAT LFTM 475.25	6.2	-15.9		
67-SAT FX 481.25	5.1	-14.4		
68-SAT DISNEY 487.25	5.8	-16		
69-SAT GOLF 493.25	4.2	-13.8		.7
70-SAT OXY 499.25	4.6	-15.4		
71-SAT SOPNET 505.25	3.6	-14.1		
72-SAT WE 511.25	4.3	-15.1		
73-SAT NGN 517.25	4.2	-14.9		2
74-SAT YES 523.25	4.2	-14.3		
79-QAM QAM555 555	· .		4	
80-QAM QAM561 561			8	

Page 3

View Test ID Filt	er is On		1	
	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
81-QAM R.R567 567			5	
82-QAM QAM573 573			.2	
83-QAM QAM579 579			.6	
84-QAM QAM585 585			.1	
87-QAM QAM603 603			1.6	
88-QAM QAM609 609			2.3	
89-QAM R.R615 615			.3	
90-QAM QAM621 621			.4	-
91-QAM QAM627 627		 	.8	
92-QAM QAM633 633			2	
93-QAM QAM639 639			-1	
94-SAT HSN 643.25	5.1	-13		
101-QAM QAM657 657			4	
107-QAM VOD_F1 693			2.3	
108-QAM VOD_F2 699				
109-QAM VOD_F3 705			4.2	
110-QAM QAM711 711			.6	
111-QAM QAM717 717			.9	
112-QAM QAM723 723		<u> </u>	.8	-
113-QAM VOD_F4 729			1.3	
114-QAM QAM735 735			1.3	
115-QAM QAM741 741			1.5	
116-QAM QAM747 747.25	7.1	-15		
117-LCL TEST 751.25	/.1	-15		

			Amplitu	ide Cha	aracteria	Sucs	Trachs M	
	Ourstam: Ti	ime Warner	Comm./Fin	gerlakes		E	ng/Tech: M	7/22/03
	System. 1	uffalo St.,Ca	nandaiqua,	NY			Date:	
							Initials: M	
L.	est Point.	725 Taylor F	d. Manche	ster,NY				
(FCC Ampli	Location. 5	ements are	+/-2dB)					
(FCC Ampli	lude Requir	emento are	• – •				0.50	4.1
Г		nultiburst	0.5	1	2	3	3.58	enter
	1	Thatabarot	enter	enter	enter	enter	enter	enter
	channel		•			<del>_</del>	·	
	3	ref.in	T					
		dev.out	78	70	80	80	78	0
1		diff in/out	0.78	0.7	0.8	0.8	0.78	0
		20log -	2.158108 -	-3.098039	-1.9382		-2.158108	**PASS**
25	ny me	easurment	1.159839	(dB) or ·	+/-	0.579919	(db)	FASS
}	PV III							4.1
ł		multiburst	0.5	1	2	3	3.58	1
			enter	enter	enter	enter	enter	enter
	channel							
	5	ref.in						
		dev.out	76	70	68	68	64	
		diff in/out	0.76	0,7	0.68	0.68	0.64	0
		20log	-2.383728	-3.098039	-3.349822	-3.349822	-3.876401	
	pv m	easurment.	1.492672	db or	+/-	0.746336	(db)	**PASS**
						<u> </u>		
		multiburst	0.5	1	2	3	3.58	4.1
•			enter	enter	enter	enter	enter	enter
	channel	_						ľ
	9	ref.in						
		dev.out	70	78	88		98	
	1	diff.in/out	0.7	0.78	0.88	0.98	0.98	0
	1	20log				-0.175478		0
	ļ pvm	neasurment	2.922561	db or	+/-	1.46128	(db)	**PASS**
	L						2.50	
	{	multiburst	0.5	1	2	3	3.58	4.1
	1		enter	enter	enter	enter	enter	enter
	channel				· · ···	I	1	
	13	ref.in						
		dev.out	60	60	A.,			└────┤
	1	diff.in/out	0.6	0.6	0.62	0.6	0.6	0
		20log					-4.436975	0 **PASS**
	pv n	neasurment	0.284809	db or	+/-	0.142404	(db)	PASS
	ļ					3	2 50	4.1
	1	multiburst	0.5	o 1	2	-	3.58	1
			enter	enter	enter	enter	enter	enter
	channel	. I		T	F	1		
	21	ref.in	X					i
•		dev.out	60					· · · · · · · · · · · · · · · · · · ·
		diff.in/out	0.6	0.64	0.62	0.52	0.5	0
	1	20log				-5.679933		0
	l pvr	neasurment	2.144199	db or	, +/-	1.0721	(db)	**PASS**

			Amplitu	ide Cha	aracteri	stics		
	- · -	······································	Comm /Fin	oerlakes		E	ng/Tech: M	APettit
	System: 1	ime Warner	nandaigua	NY			Date:	7/22/03
HeadEnd	Location: B	uffalo St.,Ca	manualgua	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Initials: M	AP
T	est Point: E	725 Taylor F	A Manche	ster NY				
	Location: 3	725 Taylor F	$\frac{1}{2}$					
(FCC Ampli	tude Requir	ements are	+ / - 200)					
r		multiburst	0.5	1	2	3	3.58	4.1
1		multipulst	enter	enter	enter	enter	enter	enter
	I		CITCI	•	2			
	channel	ref.in		T				
	23	dev.out	72	70	72	66	70	
		diff.in/out	0.72	0.7	0.72	0.66	0.7	0
1				-3.098039	-2.85335	••••	-3.098039	
	nv m			db or	+/-	0.377886	(db)	**PASS**
l	PVIII	casarmone	••••					
ŀ		multiburst	0.5	1	2	3	3.58	4.1
1			enter	enter	enter	enter	enter	enter
	channel							
	31	ref.in						
		dev.out	62	64	60	58	56	
		diff.in/out	0.62	0.64	0.6	0.58	0.56	0
		20log	-4.152166	•••••	-4.436975	-4.73144	-5.036239	0
	pv m	easurment	1.159839	db or	+/-	0.579919	(db)	**PASS**
							2.50	
		multiburst	0.5	1	2	3	3.58	. 4.1
	• .		enter	enter	enter	enter	enter	enter
	channel							
	50	ref.in				60	58	
		dev.out	62	60	60 0.6	0.6	0.58	0
		diff.in/out	0.62	0.6 -4.436975				o
		20log	•		-4.430975	0.289637	(db)	**PASS**
	р рип	neasurment	0.579274	db or	+/-	0.203037	(05)	17100
		multiburst	0.5	1	2	3	3.58	4.1
		multipurst	enter	enter	enter	enter	enter	enter
	channel		enter	enter	Gritor	GIRGE	Cintor	•
	59	ref.in		I			<u> </u>	
		- dev.out	70	72	74	70	70	
		diff.in/out	0.7	0.72	0.74	0.7	0.7	0
		20log	-3.098039				-3.098039	0
	n va	neasurment			+/-	0.241337		**PASS**
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel							<b></b>
	65	ref.in						
		dev.out	56					
		diff.in/out	0.56	0.62	0.6	0.54	0.5	0
•	1	20log		-4.152166				0
	pv r	neasurment	1.868434	db or	+/-	0.934217	(db)	**PASS**

System: Time Warner Comm./Fingerlakes HeadEnd Location: Buffalo St.,Canandaigua,NY Test Point: Extremity Location: 3725 Taylor Rd.,Manchester,NY Eng/Tech: <u>MAPettit</u> Date: <u>7/22/03</u> Initials: MAP

(FCC Amplitude Requirements are + / - 2dB) 4.1 3,58 3 2 0.5 1 multiburst enter enter enter enter enter enter channel 69 ref.in 68 66 66 70 62 dev.out 0 0.68 0.66 0.66 0.7 0.62 diff.in/out -4.152166 -3.098039 -3.609121 -3.609121 -3.349822 0 20log \*\*PASS\*\* 0.527064 (db) 1.054127 db or +/pv measurment 4.1 3.58 3 2 1 0.5 multiburst enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 diff.in/out 0 0 0 0 0 0 0 20log \*\*PASS\*\* 0 (db) 0 db or +/pv measurment 3.58 4.1 3 2 multiburst 0.5 1 enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 0 diff.in/out 0 0 0 0 20log 0 0 \*\*PASS\*\* 0 (db) 0 db +/or pv measurment 2 3 3.58 4.1 0.5 1 multiburst enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 diff.in/out 0 D 0 0 0. 20log 0 0 \*\*PASS\*\* 0 (db) pv measurment 0 db or +/-2 3 4.1 multiburst 0.5 1 3.58 enter enter enter enter enter enter channel ref.in dev.out 0 diff.in/out 0 0 0 0 0 0 0 0 0 0 20log 0 \*\*PASS\*\* 0 (db) pv measurment 0 db +/or

## Time Warner Communications Proof of Perofrmance Coherent Distortions

			151011101		Eng/Tech:	MAPettit
	System: Time Warner Comm./Finge	erlakes			Eng/Tech.	7/22/03
ام ما کار	Location: Buffalo St., Canandaigua, N	Y			Initials	MAP
HeadEnd	+ Daint: Extramity					
1	Location: 3725 Taylor Rd., Manchest	er,NY	No	. of Active	Channels:	
	Cascade: Node: 1	Trunk:	6	Le's:	4	-
	Cascade: Node	-				
_						
	channel: 2-74,79-116				Level (dB)	
8	Freq. Relative To Visual Carrier:		(Mhz) for CS	SO/IM		
	Freq. Relative To Visual Carrier.		(Mhz) for CS	SO/IM		
	. <del></del>		(Mhz) for C1	ГВ		
			(Khz) for CC	 )-СН		-
	. <del></del>	- 1			els checker	ā.
	Notes: No beats seen or measurable	above tr	le noise nooi	.All ondern		
	channel:				Level (dB	)
			(Mhz) for C	SO/IM		, 
	Freq. Relative To Visual Carrier:		_(Mhz) for C	SO/IM		-
			(Mhz) for C			- 1
	-		(Mhz) for C			-
			(Khz) for C	O-CH		- 1
	Noters: Not seen in pics.			<u></u>		
	channel:					,
	·				Level (dE	יי יי
	Freq. Relative To Visual Carrier:		_(Mhz) for C	SO/IM		
			(Mnz) for C	50/IN	·	
			(Mhz) for C			
	_		(Khz) for C	O-CH		
	-					
	channel:					
					Level (dl	3)
	Freq. Relative To Visual Carrier:		(Mhz) for C			_
			(Mhz) for C			
			(Mhz) for C	СТВ		
	-		(Khz) for C			
	-		<b>_`</b> ` ´		<u></u>	
	channel:		<u></u>			
					Level (d	B)
	Freg. Relative To Visual Carrier:		(Mhz) for C	CSO/IM	•	
			(Mhz) for C			
	-		(Mhz) for C			
	-	· · · · · · · · · · · · · · · · · · ·	(Khz) for C			
	-					
	channel:					
					Level (d	B)
	Freq. Relative To Visual Carrier:		(Mhz) for (	CSO/IM		
			(Mhz) for (			
	-		(Mhz) for (			
			(Khz) for C		<del></del>	
					<u> </u>	

## TIME WARNER COMMUNICATIONS PROOF OF PERFORMANCE COLOR CHARACTERISTICS

System: <u>Time Warner Communications</u> eadEnd Location: <u>Buffalo St.,Canandaigua,NY</u> Eng./Tech.: MAPettit Date: 7/22/03 Initals: MAPettit

Test Point: Extremity

Location: 3725 Taylor Rd.,Manchester,NY

Picture Quality:

Picture Qual			Oswanate/ Poting
Channel	Network	Location	Comments/ Rating
2-74,79-116			Rated Good
Digital		1	Rated Good
Digital		1	
	<u></u>		
+			
+			
}†			
} <del> </del>		+	

### **Carrier to Noise Readings**

Date:	7/22/03	Time:		10:30am	Temp.:	78~F
					CNR	
		Channel		Peak RF level	dbc	
	]	2		8.6	48.60	
		5	1	7.4	47.40	
		17	1	3.5	43.20	
		22	1	3.9	44.00	
		8		4.4	43.90	
		43	1	3.5	43.30	
		57	1	4.9	45.20	
		60	1	5.9	45.40	
		74	1	4.1	43.60	
		94	1	5.3	44.80	·
		117	1	7.4	46.50	
		<u> </u>	Av	erage CNR	45.08	

Data Analysis Software

## 24 Hour Test Report

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

odel: SDA-5000 perator: 1504 ate: 09/22/03 Time: 0 escription:	9:21:08		: 6373397 YLOR_ROAD		Cal Date: 06/25/03 DOS File: TAYLOR_ROAD
	tion: TAYLOR_RD_HO			Reverse Pac	
Location	ype: FieldTest	Power Cfg		Forward Pac	
/ Test Det T	rea: CANANDAIGUA_I			Rev Equalize	
Test Pnt T		Trunk Tern		Fwd Equalize	
Test Pnt Co		Voltage Setting		Temp	
AC Volt	age:	DC Voltage (reg	):	DC Voltage (unreg	):
<b>_</b> .	#1	#2	#3	#4	
Date:	09/22/03	09/22/03	09/22/03	09/23/03	
Time:	09:21:08	15:20:50	21:20:50	03:20:50	
Temp:	77.0 F	84.2 F	78.8 F	77.0 F	
Channel	Video LvI(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)
2	25.8	26.9	27.3	26.7	1.5
3	26.2	27.7	27.6	27.3	. 1.5
4	25.1	26.0	26.1	26.3	1.2
5	26.2	27.4	27.4	27.3	1.2
6	26.0	27.2	27.0	26.9	1.2
7	24.5	25.4	25.3	25.0	0.9
8	24.9	25.2	25.6	24.9	0.7
9	25.3	25.8	25.6	25.8	
10	25.7	26.2			0.5
			26.1	25.8	0.5
11	25.5	25.8	25.7	25.5	0.3
12	25.8	25.6	26.3	26.0	0.7
13	25.5	25.7	25,5	25.6	0.2
14	23.0	23.8	23.6	23.5	0.8
15	22.3	23.1	22.8	23.0	0.8
16	23.3	24.0	24.3	24.0	1.0
17	23.8	24.5	24.4	24.3	0.7
18	24.6	25.2	24.9	25.0	0.6
19	24.5	25.6	24.8	24.8	1.1
20	24.8	25.4	25.6	25.2	0.8
21	24.5	25.1	25.2	25.0	0.7
22	24.2	25.0	24.8	24.5	0.8
23	25.1	25.4	25.5	25.5	0.4
24	23.8	24.0	23.5		
25	23.8	23.8		24.2	0.4
26	23.9		24.1	24.1	0.3
20		24.0	23.9	23.8	0.2
	23.0	23.2	23.0	23.7	0.7
28	23.3	23.9	23.3	23.4	0.6
29	22.9	22.9	23.0	23.1	0.2
30	23.1	23.4	23.0	23.0	0.4
31	23.4	23.1	23.6	23.4	0.5
32	23.0	23.6	23.3	23.0	0.6
33	22.9	23.3	23.1	23.2	0.4
34	23.5	24.0	24.0	23.5	0.5
35	23.8	23.3	23.8	23.9	0.6
36	23.0	· 23.1	23.2	23.3	0.3
37	23.4	23.8	23.8	23.5	. 0.4
38	23.4	23.9	23.8	23. <del>9</del>	0.5
39	23.7	23.6	23.7	24.0	0.4
40	24.6	24.7	24.7	24.6	0.1
41	25.6	25.6	25.6	25.6	0.0
42	25.0	24.6	25.0	25.0	0.4
43	26.0	25.8	25.9	25.9	0.2
					V.4
44	25.7	25.4	25.7	25.6	0.3

Date Analysis Software

# 24 Hour Test Report

24hr092903 3518 Sutton Rd. Geneva, NY 14456

315-781-0567

lodel: SDA-5000 operator: 1504 vate: 09/22/03 Time: 09	9:21:08	Serial #: File: TA	6373397 /LOR_ROAD		Cal Date: 06/25/03 DOS File: TAYLOR_ROA
escription:			#3	#4	
Date: Time: Temp: Channel	#1 09/22/03 09:21:08 77.0 F Video Lvl(dBmV)	#2 09/22/03 15:20:50 84.2 F Video Lvl(dBmV)	73 09/22/03 21:20:50 78.8 F Video Lv!(dBmV)	09/23/03 03:20:50 77.0 F Video Lvl(dBmV)	24Hr Deviation(dB)
Guarmor			25.6	25.5	0.4
46	25.3	25.2	25.6 25.3	25.7	0.4
47	- 25.4	25.3 25.3	25.3	25.5	0.4
48	25.1	25.0	25.2	25.2	0.2
49	25.1	23.0	24.9	25.2	0.3
50	25.2	24.9	25.2	25.4	0.2
51	25.3	25.5	25.6	25.9	0.4
52	25.5	25.9	25.5	25.8	0.4
53	25.6	25.2	25.3	25.5	0.3
54	25.4	26.1	26.0	26.1	0.2
55	25.9	26.0	26.4	26.1	0.4
56	26.4		26.9	26.7	0.2
57	26.7	26.9	27.0	27.2	0.4
58	27.0	26.8	27.0	27.1	0.5
59	26.B	26.6	27.6	27.7	2.4
60	25.3	27.4	27.4	27.6	0.7
61	26.9	27.3	27.8	27.7	0.2
62	27.7	27.6	28.0	28.0	0.2
63	27.9	28.1	28.5	28.6	0.5
64	28.2	28.1	20.5	27.6	0.3
65	27.6	27.8	28.4	28.7	0.7
66	28.2	28.0	28.5	29.0	0.5
67	28.5	28.5	27.6	27.5	0.2
68	27.4	27.5	27.4	27.4	0.2
69	27.2	27.3	27.4	27.7	0,6
70	27.1	27.4	27.4	27.3	0.3
71	27.1	27.3	26.9	26.9	0.2
72	26.7	26.7	26.4	26.6	0.2
73	26.6	26.6	26.9	27.3	0.7
74	26.6	26.6	20.9	30.0	0.5
94	29.7	29.5	23.0	20.6	0.6
97	20.4	20.7	24.4	24.2	0.5
98	23.9	24.3 24.4	24.4	24.2	0.6
99	23.8	24.4 32.6	33.1	33.1	0.5
117	32.6	25.8	25.9	25.9	0.3
555	25.6	25.8 25.7	25.8	25.8	0.2
561	25.6		23.8	23.6	0.4
567	22.2	22.4 25.6	22.5	25.8	0.3
573	25.5 25.6	25.0	25.8	25.8	0.6
579	25.6	25.5	25.7	25.8	0.3
585	-13.4	-13.2	-13.3	-13.1	0.3
591	-13.4 -13.5	-13.2	-13.4	-13.2	0.3
597	27.0	27.1	27.2	27.4	0.4
603	27.0	27.1	27.2	27.5	0.3
609	24.4	24.2	24.7	24.5	0.5
615	24.4 26.0	24.2	24.7 26.1	24.5	0.4
621 627	26.5	26.3	26.5	26.6	0.3
633	25.4	25.2	25.5	25.7	0.5
639	25.9	26.0	26.1	26.3	0.4
	26.0	26.0	26.1	26.3	0.3
651 657	26.0	26.1	26.2	26.4	`

Data Analysis Software

## 24 Hour Test Report

WAVETER WANDEL GOLTERMAN 24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

del: SDA-5000 erator: 1504 te: 09/22/03 Time: 0 scription:	9:21:08	Serial #: 6373397 File: TAYLOR_ROAD 1:08					
Dete:	#1 09/22/03	#2 . 09/22/03	#3 09/22/03	#4 09/23/03			
Date: Time:	09/22/03	15:20:50	21:20:50	03:20:50			
Temp:	77.0 F	84.2 F	78.8 F	77.0 F			
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)		
663	26.3	26.0	26.3	26.4	0.4		
669	25.2	25.3	25.5	25.5	0.3		
675	26.2	26.1	26.4	26.3	0.3		
681	26.4	26.5	26.7	26.7	0.3		
687	26.0	26.0	26.1	26.2	0.2		
693	27.3	27.3	27.7	27.8	0.5		
699	28.4	28.5	28.8	28.9	0.5		
705	29.6	29.4	29.9	29.9	0.5		
711	30.4	30.3	30.6	30.8	0.5		
717	27.0	26.7	27.1	27.0	0.4		
723	26.9	26.7	27.1	27.0	0.4		
729	26.2	26.0	26.3	26.4	0.4		
735	26.7	26.6	27.1	27.0	0.5		
741	26.6	26.4	26.8	26.8	0.4		
747	26.9	26.8	27.2	27.2	0.4		

LIMIT CHECK	Limit	1234		
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:			PASS	

Reviewed: \_

Date:

Worksheet cdhohe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Test ID Filter is On

View Test ID Fil	ier is On			<u></u>	
	Visual	Visual	Aurai	Aural	Average
			Carrier	Frequency	Power
	Lev (dBmV)	Freq (MHz)	Lev (dBc)	Offset (MHz)	(dBmV)
2-loc EdAcc 55.25	14.8	55.248763	-15.1	4.500007	
3-3 WSTM 61.24	16.1	61.238999	-14.7	4.500002	
4-loc ChGen 67.25	15	67.249217	-14.3	4.499916	- <u></u>
5-5 WTVH 77.24	15.7	77.239758	-14.2	4.499861	
6-loc blank 83.25	15.6	83.249647	-14.5	4.49998	· · · · · · ·
97-QPS QPSK 105.1			5		-43.9
98-ROC LEASED 109.2725	15.6	109.274463	-14.3	4.500004	
99-SAT ValuVi 115.2725	16	115.274643	-15	4.500013	
14-ROC RNEWS 121.2625	15.5	121.262307	-14.3	4.499523	
15-loc EdAcc 127.2625	14.4	127.262158	-14.6	4.500001	
16-SAT WBWR 133.2625	15.4	133.262377	-14.7	4.499338	
17-SAT QVC 139.25	15.7	139.249737	-14.4	4.500014	
18-40U UPN 145.25	15.7	145.249495	-13.6	4.499554	
19-SAT PAX 151.321	16.2	151.320195	-15.1	4.499765	•
20-SAT CNN 157.25	16.1	157.25023	-14.5	4.499996	
21-SAT TNT 163.25	15.9	163.24796	-14.2	4.499549	
22-SAT DISC 169.25	15.8	169.248665	-15.1	4.500031	
7-31U WUHF 175.25	15.8	175.248987	-14.9	4.499959	
8-8 WROC 181.25	16.1	181.250002	-15.2	4.499561	
9-9 WIXT 187.24	15.6	187.240302	-14.3	4.499747	
10-10 WHEC 193.26	15.8	193.26006	-14.7	4.499991	
11-21U WXXI 199.25	15.3	199.247694	-13.7	4.499349	
12-CDG LOCAL 205.25	16.2	205.24793	-15	4.499884	<u>(</u> )
13-13 WOKR 211.24	14.9	211.240163	-14.6	4.499822	<del>.</del>
23-SAT TWC 217.25	15.5	217.250032	-14.5	4.500005	· ·
24-SAT ESPN 223.25	15.2	223.252629	-14.4	4.499982	

Page 1

Worksheet cdhohe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Test ID Filter is On

View Test ID Fil		·		rr	
	Visual	Visual	Aural	Aural	Average
· ·	Carrier	Carrier	Carrier	Frequency	Power
	Lev (dBmV)	Freq (MHz)	Lev (dBc)	Offset (MHz)	(dBmV)
25-SAT ESPN2 229.2625	15.1	229.261552	-14.8	4.500004	
26-SAT TLC 235.2625	14.7	235.259439	-14.2	4.499992	
27-SAT TNN 241.2625	14	241.261978	-14.2	4.500089	
28-SAT MTV 247.2625	14.8	247.262534	-15.1	4.499461	
29-SAT VH1 253.2625	14.5	253.261759	-14.3	4.499669	
30-SAT NICK 259.2625	14.9	259.262187	-14.3	4.499864	
31-SAT FAM 265.2625	14.5	265.262071	-15.1	4.500026	•
32-SAT USA 271.2625	13.7	271.262581	-14.9	4.499296	
33-SAT HDLN 277.2625	13.9	277.261778	-14.3	4.500036	
34-SAT AMC 283.2625	13.8	283.262365	-14.9	4.498699	
35-SAT LIFE 289.2625	13.4	289.259162	-13.9	4.499978	······································
36-SAT CMT 295.2625	13.3	295.261491	-14.4	4.499257	
37-SAT A&E 301.2625	13.4	.301.261895	-14.8	4.499737	
38-SAT CMDY 307.2625	12.8	307.261294	-14.3	4.500016	
39-SAT E! 313.2625	13	313.261825	-14.7	4.500031	
40-SAT TRAVEL 319.2625	13.5	319.261429	-14.5	4.499723	
41-SAT BET 325.2625	14.6	325.261726	-13.1	4.49953	•••••
42-SAT UNIV 331.2725	15.3	331.274317	-14.7	4.500032	.,
43-SAT CRT 337.2625	15.9	337.26223	-13.8	4.499968	· · ·
44-SAT CSPAN 343.2625	16.4	343.261768	-15.6	4.500014	*****
45-SAT CSPAN2 349.2625	15.2	349.26099	-14.6	4.499991	
46-SAT MSNBC 355.2625	16.1	355.259205	-14.8	4.499996	
47-SAT CNBC 361.2625	16.2	361.261512	-14.2	4.500002	······
48-SAT FOOD 367.2625	16.3	367.261194	-14.6	4.500051	
49-SAT EWTN 373.2625	16.2	373.261723	-14.5	4.499986	
50-SAT TBN 379.2625	16.3	379.261828	-15.1	4.499998	

Worksheet cdhohe.wrk Site: Canandaigua HeadEnd

Channel Table: f-lakes.cht

View Test ID Filter is On Visual Visual Aural Aural Average Frequency Carrier Carrier Carrier Power Lev (dBmV) Freq (MHz) Lev (dBc) Offset (MHz) (dBmV) 15.5 385.259829 -14.8 4,499995 51-SAT MSG 385.2625 15.7 391.26053 -14.7 4.500023 52-SAT ESN 391.2625 15 397.262056 -14.8 4.500022 53-SAT FSNY 397.2625 15.2 403.247337 -13.8 4.499679 54-SAT BRAVO 403.25 15.7 409.247953 -15 4.49901 55-SAT PLEX 409.25 15.9 415.246935 -14.4 **56-SAT ANIMAL** 4.499408 415.25 16.2 421.247718 -14.9 4.500017 57-SAT FoxNew 421.25 16 -14.8 427.249838 4.498564 58-SAT TOON 427.25 15.8 433.249144 -14.8 4.499526 59-SAT SCI-FI 433.25 15.3 439.24824 -15.2 4.499378 60-SAT TCM 439.25 16 -15 61-SAT CNNfn 445.245476 4,499996 445.25 15.4 451.245578 -15.2 62-SAT H & G 4.500015 451.25 15.4 -15.3 63-SAT HISTRY 457.245488 4.500036 457.25 14.9 463.24942 -15.6 64-SAT TVLand 4.499976 463.25 14.9 469.249095 -14.2 65-SAT WTBS 4.500029 469.25 15.3 475.247725 -14.7 66-SAT LFTM 4.499999 475.25 67-SAT FX 16 481.248395 -14.6 4.499858 481.25 15.8 487.246759 -15.2 4.499263 68-SAT DISNEY 487.25 15 493.247145 -13.6 4.499585 69-SAT GOLF 493.25 15.5 499.252953 -15.2 4.499981 70-SAT OXY 499.25 14.8 505.250479 -14 **71-SAT SOPNET** 4.499985 505.25 15.3 511.248869 -15.7 4.500018 72-SAT WE 511.25 15 517.24775 -15.3 73-SAT NGN 4.500023 517.25 15.3 523.249236 -14.1 4.499642 74-SAT YES 523.25 79-QAM QAM555 9.5 555<sup>.</sup> 80-QAM QAM561 10.8 561

Worksheet cdhohe.wrk Site: Canandaigua HeadEnd Channel Table: f-lakes.cht View Test ID Filter is On

	Visual Carrier Lev (dBmV)	Visual Carrier Freq (MHz)	Aural Carrier Lev (dBc)	Aural Frequency Offset (MHz)	Average Power (dBmV)
82-QAM QAM573 573					10.8
83-QAM QAM579 579					11.9
84-QAM QAM585 585					10
87-QAM QAM603 603					11.7
88-QAM QAM609 609			•••		11.2
90-QAM QAM621 621			n.		10.7
91-QAM QAM627 627			<u> </u>		10.4
92-QAM QAM633 633					9.6
93-QAM QAM639 639					8.1
94-SAT HSN 643.25	14.6	643.24987	-14.1	4.499982	· · · · · ·
101-QAM QAM657 657					8.5
110-QAM QAM711 711					8.1
111-QAM QAM717 717	0			·	7.9
112-QAM QAM723 723					7.9
114-QAM QAM735 735					7.6
115-QAM QAM741 741					7.3
116-QAM QAM747 747.25			μα <sub>η</sub>		7.2
117-LCL TEST 751.25	13.1	751.250181	-15.1	4.500005	

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View Test ID F			1	· · · · ·
	Visual Carrier	Aural Carrier Lev (dBc)	Average Power	HUM/LFD (%)
	Lev (dBmV)		(dBmV)	· · · · ·
2 55.25	6.3	-16.1		
3 61.24	6.6	-14.7	· ·	
4 67.25	5.6	-15.3		
5 77.24	5	-14.2		· ·
6 83.25	4.3	-14.6		
97 105.1			-4.2	
98 109.2725	2.9	-14.2		
99 115.2725	3.1	-14.7		
_14 121.2625	2.9	-14.2		
15 127.2625	2.4	-14.9		
16 133.2625	.9	-14.4		
17 139.25	3.8	-14.6		
18 145.25	3.9	-14.1		
19 151.321	4.1	-15		
20 157.25	. 4.1	-14.1		
21 163.25	4.3	-14.2		
22 169.25	4.1	-15		
7 175.25	4	-15.1		
8 181.25	3.8	-15		
9 187.24	3.4	-14.3		
10 193.26	4	-14.7		
11 199.25	3.7	-13.8		
12 205.25	4.2	-14.7	•	
13 211.24	3	-14.1		
23 217.25	4.1	-14.9		
24 223.25	3.3	-14.6		.5

View Test ID F		A	A	HUM/LFD
	Visual Carrier	Aural Carrier	Average Power	
	Lev (dBmV)	Lev (dBc)	(dBmV)	
25	3	-15		
229.2625				
26	2.1	-14.6		
235.2625				<u> </u>
27	1.4	-14.4		
241.2625				
28 247.2625	1.5	-14.9		
29 253.2625	1.1	-14.1		
30	1.4	-14.3		
259.2625				
31 265.2625	1.5	-14.5		
32	2	-14.9		
271.2625	_			
33	1.9	-14.6		
277.2625				
34	2.4	-14.8		
283.2625		-14.7	+	+
35 289.2625	2.2			
36 295.2625	1.5	-14.3	-	
37	1.7	-14.5		
301.2625		· ·		
38 307.2625	1.6	-14.8		
39	.9	-14.5		
313.2625			1	
40	1	-14.5		
319.2625				
41	1.9	-13.3		
325.2625		44.0		
42 331.2725	2.5	-14.6		
43	3.4	-14.3		+
337.2625				
44	3.2	-15.4		
343.2625		ļ		
45	2.7	-14.6		
349.2625			+	
46	3.4	-14.6		
355.2625	3.6	-14.5		
47 361.2625	0.0	'*.0		
48	3.8	-15		
367.2625		AE 4		
49 373.2625	3.4	-15.1		
50	3.2	-14.7		
379.2625				

View rescription	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
51	3	-14.8		
385.2625				
52 391.2625	2.7	-14.8		
53 397.2625	2.2	-14.4		
54 403.25	2.8	-14.3		
55 409.25	3.4	-14.9		
56 415.25	3.6	-14.3		
57 421.25	4	-14.6		
58 427.25	4.3	-15.4		
59 433.25	3.7	-14		
60 439.25	4.2	-16.5 *		
61 445.25	2.8	-14		
62 451.25	3.6	-15.9		
63 457.25	2.9	-14.7		
64 463.25	3.4	-16.8 *		
65 469.25	1.5	-13		
66 475.25	3.8	-15.5		
67 481.25	3.1	-14.4		
68 487.25	3.8	-15.9		
69 493.25	2	-14		.4
70 499.25	2.8	-15.9		
71 505.25	1.3	-14.4		
72 511.25	1.8	-14.8		
73 517.25	1.8	-15.3		
74 523.25	1.4	-13.8	8	
81 567			-3.3	
83 579 ·			-2.8	

VIEW TESTIDIFI				····
	Visual Carrier	Aural Carrier	Average Power	HUM/LFD (%)
	Lev (dBmV)	Lev (dBc)	(dBmV)	
84 585			-3.6	
88 609			-3.1	
89 615			-2	
90 621			-3.2	
91 627			-4.2	
92 633			-5.1	
93 639			-5.7	
94 643.25	.4	-12.7	······································	
100 651			-5.4	
101 657			-6.3	
102 663			-6.8	
103 669	· · · ·		-6.6	
104 675	· · · ·	*******	-9.3	
105 681			-7.5	· · · · · · · · · · · · · · · · · · ·
107 693		7.6	-6.5	
108 699			-5.9	
109 705			-5.7	
110 711			-5.8	
111 717			-7.9	
112 723			-9.1	· · · · · · · · · · · · · · · · · · ·
113 729			-10.8	
114 735			-8.1	
115 741			-9.8	
116 747.25			-9.9	
117 751.25	-1.8 **	-14.6		

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Page 4

 System:
 Time Warner Comm./Fingerlakes
 Eng/Tech:
 MAPettit

 HeadEnd Location:
 Buffalo St.,Canandaigua,NY
 Date:
 6/27/03

 Test Point:
 Extremity
 Initials:
 MAP

Location: 520R E. Lake Rd., Honeoye, NY

(FCC Amplitude Requirements are + / - 2dB)

enter         enter <th< th=""><th>Г</th><th>multiburst</th><th>0.5</th><th>1</th><th>2</th><th>3</th><th>3.58</th><th>4.1</th></th<>	Г	multiburst	0.5	1	2	3	3.58	4.1
channel         ref.in         renter         renter         renter		manou		enter	enter	enter	enter	enter
3         ref.in dev.out         78         76         84         84         80           diff.in/out 20log         -2.158108         -2.383728         -1.514414         -1.514414         -1.9382         0           pv measurment         0.869314         (dB) or         +/-         0.434657         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter	channel		011101					
dev.out         78         76         84         84         80           diff.in/out         0.78         0.76         0.84         0.84         0.84         0.8         0           20log         -2.158108         -2.383728         -1.514414         -1.514414         -1.9382         0           pv measurment         0.869314         (dB)         or         +/-         0.434657         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         en		ref in			<u> </u>	T		
diff.in/out         0.76         0.84         0.84         0.8         0           20log         -2.158108 -2.383728 -1.514414 -1.514414 -1.9382         0           pv measurment         0.869314 (dB)         or +/-         0.434657         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter         enter           1         2         3         3.58         4.1         enter			78	76	84	84	80	
Other         Output         Output </td <td></td> <td></td> <td></td> <td></td> <td></td> <td>0.84</td> <td>0.8</td> <td>0</td>						0.84	0.8	0
pv measurment       0.869314 (dB)       or +/-       0.434657 (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter <td>1</td> <td></td> <td></td> <td>-2 383728</td> <td></td> <td></td> <td>-1.9382</td> <td>0</td>	1			-2 383728			-1.9382	0
multiburst         0.5         1         2         3         3.58         4.1           6         enter						0 434657	(db)	**PASS**
Inditiduals         0.5         enter         0.68         0.68         0.66         0           20log         -2.383728         -2.85335         -3.349822         -3.349822         -3.609121         0         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter <td>pv n</td> <td>leasument</td> <td>0.003014</td> <td></td> <td>.,</td> <td>0.101001</td> <td>()</td> <td></td>	pv n	leasument	0.003014		.,	0.101001	()	
Inditiduals         0.5         enter         0.68         0.68         0.66         0           20log         -2.383728         -2.85335         -3.349822         -3.349822         -3.609121         0         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter <td></td> <td>multiburgt</td> <td>0.5</td> <td>1</td> <td>2</td> <td>3</td> <td>3.58</td> <td>4.1</td>		multiburgt	0.5	1	2	3	3.58	4.1
channel       5       ref.in       76       72       68       68       66         0       0.76       0.72       0.68       0.68       0.66       0         20log       -2.383728       -2.85335       -3.349822       -3.349822       -3.609121       0         pv measurment       1.225393       db       or       +/-       0.612697       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter         dev.out       62       66       60       60       60       0       0         20log       -4.152166       -3.609121       -4.436975       -4.436975       0       **PASS**         pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter         13       ref.in       dev.out       68       68       64       60 <t< td=""><td></td><td>mulubuist</td><td></td><td>•</td><td></td><td>-</td><td></td><td></td></t<>		mulubuist		•		-		
5         ref.in dev.out diff.in/out 20log         76         72         68         68         66           20log pv measurment         -2.383728         -2.85335         -3.349822         -3.609121         0           pv measurment         1.225393         db         or         +/-         0.612697         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter           dev.out diff.in/out 20log         -4.152166         -3.609121         -4.436975         -4.436975         0           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3<			enter	CHICI	enter	Cinter	ontor	
dev.out         76         72         68         68         66           diff.in/out         0.76         0.72         0.68         0.68         0.66         0           20log         -2.383728         -2.85335         -3.349822         -3.349822         -3.609121         0           pv measurment         1.225393         db         or         +/-         0.612697         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter           dev.out         62         66         60         60         60         60         60           20log         -4.152166         -3.609121         -4.436975         -4.436975         0         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter           multiburst         0.5         1         2         3         3.58         4.1           enter </td <td></td> <td></td> <td></td> <td></td> <td></td> <td>· · · · · ·</td> <td></td> <td></td>						· · · · · ·		
diff.in/out         0.76         0.72         0.68         0.68         0.66         0           20log         -2.383728         -2.85335         -3.349822         -3.349822         -3.609121         0           pv measurment         1.225393         db         or         +/-         0.612697         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter           diff.in/out         0.52         66         60         60         60         60           20log         -4.152166         -3.609121         -4.436975         -4.436975         0           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter         enter           pv measurment         0.568         0.68         0.64         0.6         0.62         0	5	-	76	70	69	68		
20log       -2.383728       -2.85335       -3.349822       -3.349822       -3.609121       0         pv measurment       1.225393       db       or       +/-       0.612697       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         8       ref.in       62       66       60       60       60       60         20log       -4.152166       -3.609121       -4.436975       -4.436975       0         9v measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         foldev.out       68       68       64       60							and the second se	0
pv measurment         1.225393         db         or         +/-         0.612697         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter         enter           dev.out         62         66         60         60         60         60           20log         -4.152166         -3.609121         -4.436975         -4.436975         0           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter								
multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         8       ref.in       62       66       60       60       60       60         dev.out       62       66       60       60       60       60         20log       -4.152166       -3.609121       -4.436975       -4.436975       0         pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         13       ref.in       dev.out       68       68       64       60       62         20log       -3.349822       -3.349822       -3.876401       -4.436975       -4.152166       0								
Initialized of the enter       e	pv n	neasurment	1.225393	ab or	+/-	0.012097	(00)	FAUU
Initialized of the enter       e	ļ					<u> </u>	2.59	<u> </u>
channel       8       ref.in       62       66       60       60       60         diff.in/out       0.62       0.66       0.6       0.6       0.6       0         20log       -4.152166       -3.609121       -4.436975       -4.436975       -4.436975       0         pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter         13       ref.in       68       68       64       60       62       0         20log       -3.349822       -3.349822       -3.876401       -4.436975       -4.152166       0         pv measurment       1.087153       db       or       +/-       0.543577       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter		multiburst				-		
8         ref.in dev.out         62         66         60         60         60           20log         -4.152166         -3.609121         -4.436975         -4.436975         -4.436975         0           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter           13         ref.in dev.out         68         68         64         60         62         0           20log         -3.349822         -3.349822         -3.876401         -4.436975         -4.152166         0           pv measurment         1.087153         db         or         +/-         0.543577         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter           20log         -3.349822         -3.349822         -3.876401         -4.436975 <td< td=""><td></td><td></td><td>enter</td><td>enter</td><td>enter</td><td>enter</td><td>enter</td><td>enter</td></td<>			enter	enter	enter	enter	enter	enter
dev.out         62         66         60         60         60           20log         -4.152166         -3.609121         -4.436975         -4.436975         0           pv measurment         0.827854         db         or         +/-         0.413927         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter         enter           13         ref.in         dev.out         68         68         64         60         62         0           20log         -3.349822         -3.349822         -3.876401         -4.436975         -4.152166         0           pv measurment         1.087153         db         or         +/-         0.543577         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter         enter	1		<b></b>			F		
diff.in/out       0.62       0.66       0.6       0.6       0.6       0         20log       -4.152166       -3.609121       -4.436975       -4.436975       -4.436975       0         pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         13       ref.in	8	-						
20log       -4.152166       -3.609121       -4.436975       -4.436975       -4.436975       0         pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         13       ref.in       68       68       64       60       62       0         diff.in/out       0.68       0.68       0.64       0.6       0.62       0         20log       -3.349822       -3.876401       -4.436975       -4.152166       0         pv measurment       1.087153       db       or       +/-       0.543577       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter							المحصوبين والمحاصر والما	
pv measurment       0.827854       db       or       +/-       0.413927       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter       enter         13       ref.in								
multiburst       0.5       1       2       3       3.58       4.1         enter		20log						
enter       enter <th< td=""><td>pv r</td><td>neasurment</td><td>0.827854</td><td>db or</td><td>+/-</td><td>0.413927</td><td>(db)</td><td>~~PASS~~</td></th<>	pv r	neasurment	0.827854	db or	+/-	0.413927	(db)	~~PASS~~
enter       enter <th< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>								
channel       ref.in       and the construction of the co		multiburst		-				
13         ref.in dev.out         68         68         64         60         62           diff.in/out         0.68         0.68         0.64         0.6         0.62         0           20log         -3.349822         -3.349822         -3.876401         -4.436975         -4.152166         0           pv measurment         1.087153         db         or         +/-         0.543577         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter           channel	1		enter	enter	enter	enter	enter	enter
dev.out         68         68         64         60         62           diff.in/out         0.68         0.68         0.64         0.6         0.62         0           20log         -3.349822         -3.349822         -3.876401         -4.436975         -4.152166         0           pv measurment         1.087153         db         or         +/-         0.543577         (db)         **PASS**           multiburst         0.5         1         2         3         3.58         4.1           enter         enter         enter         enter         enter         enter         enter           channel					r	T		
diff.in/out       0.68       0.68       0.64       0.6       0.62       0         20log       -3.349822       -3.349822       -3.876401       -4.436975       -4.152166       0         pv measurment       1.087153       db       or       +/-       0.543577       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter         channel	13					· · · · · · · · · · · · · · · · · · ·		
20log       -3.349822       -3.349822       -3.876401       -4.436975       -4.152166       0         pv measurment       1.087153       db       or       +/-       0.543577       (db)       **PASS**         multiburst       0.5       1       2       3       3.58       4.1         enter       enter       enter       enter       enter       enter       enter         channel								
pv measurment 1.087153 db or +/- 0.543577 (db) **PASS** multiburst 0.5 1 2 3 3.58 4.1 enter enter enter enter enter enter channel								
multiburst 0.5 1 2 3 3.58 4.1 enter enter enter enter enter enter channel								
enter enter enter enter enter enter enter	pv r	neasurment	1.087153	db or	+/-	0.543577	(db)	**PASS**
enter enter enter enter enter enter enter								
channel		multiburst	0.5	1	2	3	3.58	
			enter	enter	enter	enter	enter	enter
17 ref.in	channel							
	17	ref.in						
dev.out 68 64 64 60 62		dev.out	68	64	64			
diff.in/out 0.68 0.64 0.64 0.6 0.62 0		diff.in/out						0
20log -3.349822 -3.876401 -3.876401 -4.436975 -4.152166 0	1	20log	-3.349822	-3.876401	-3.876401	-4.436975	-4.152166	0
pv measurment 1.087153 db or +/- 0.543577 (db) **PASS**	pv r	neasurment	t 1.087153	db or	+/-	0.543577	(db)	**PASS**

System: Time Warner Comm./Fingerlakes Eng/Tech: MAPettit Date: 6/27/03 HeadEnd Location: Buffalo St., Canandaigua, NY Initials: MAP Test Point: Extremity Location: 520R E. Lake Rd., Honeoye, NY (FCC Amplitude Requirements are + / - 2dB) 3 2 3.58 4.1 multiburst 0.5 1 enter enter enter enter enter enter channel 23 ref.in 70 68 70 dev.out 76 72 0.76 0.7 0.72 0.68 0.7 0 diff.in/out -2.383728 -3.098039 -2.85335 -3.349822 -3.098039 0 20log py measurment 0.966094 db or +/-0.483047 (db) \*\*PASS\*\* 2 3 3.58 4.1 1 multiburst 0.5 enter enter enter enter enter enter channel 31 ref.in 68 68 68 60 60 dev.out 0 0.6 0.6 0.68 0.68 0.68 diff.in/out -3.349822 -3.349822 -3.349822 -4.436975 -4.436975 0 20log 1 pv measurment 1.087153 db +/-0.543577 (db) \*\*PASS\*\* or 2 3 3.58 4.1 multiburst 0.5 1 enter enter enter enter enter enter channel 41 ref.in 70 dev.out 70 78 84 74 0.7 0.78 0.84 0.74 0.7 0 diff.in/out -3.098039 -2.158108 -1.514414 -2.615366 -3.098039 0 20log \*\*PASS\*\* pv measurment 1.583625 db or +/-0.791812 (db) multiburst 0.5 1 2 3 3.58 4.1 enter enter enter enter enter enter channel ref.in 50 60 dev.out 64 66 62 60 diff.in/out 0.64 0.66 0.62 0.6 0.6 0 -3.876401 -3.609121 -4.152166 -4.436975 -4.436975 0 20log pv measurment 0.827854 db 0.413927 (db) \*\*PASS\*\* or +/multiburst 0.5 1 2 3 3.58 4.1 enter enter enter enter enter enter channel 59 ref.in 62 70 70 68 68 dev.out diff.in/out 0.62 0.7 0.7 0.68 0.68 0 20log -4.152166 -3.098039 -3.098039 -3.349822 -3.349822 0 pv measurment 1.054127 db +/-0.527064 (db) \*\*PASS\*\* or

 System:
 Time Warner Comm./Fingerlakes
 Eng/Tech:
 MAPettit

 HeadEnd Location:
 Buffalo St.,Canandaigua,NY
 Date:
 6/27/03

 Test Point:
 Extremity
 Initials:
 MAP

 Location:
 520R E. Lake Rd., Honeoye, NY
 NY
 NAP

(FCC Amplitude Requirements are + / - 2dB)

- <u></u>	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
69	ref.in						
	dev.out	58	60	58	58	56	
	diff.in/out	0.58	0.6	0.58	0.58	0.56	0
	20log	-4.73144	-4.436975	-4.73144	-4.73144	-5.036239	0
pv m		0.599264	db or	+/-	0.299632	(db)	**PASS*
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
	ref.in						
	dev.out						
	diff.in/out	0	0	0	0	0	0
	20log	0	0 ·	0	0	0	Ō
nv m	easurment		db or	+/-	0 0	(db)	**PASS
P. 10		Ŭ		•	•	()	
<u> </u>	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
	ref.in						
	dev.out						
	diff.in/out	0	0	0	0	0	0
	20log	0	0 0	0	Ō	0 0	0
ny m	easurment		db or	+/-	0 0	(db)	**PASS
F		•	•••	•	•	()	
·	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
	ref.in						
	dev.out						
	diff.in/out	0	0	0	0	0	0
	20log	õ	Õ	0 0	Ő	õ	Õ
nv m	easurment		db or	+/-	Ő	(db)	**PASS
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel						<b></b>	
	ref.in						
	dev.out						
	diff.in/out	0	0	0	0	0	0
	20log	0	0	0	0	0	0
nv m	easurment	0	db or	+/-	0	(db)	**PASS

### Time Warner Communications Proof of Perofrmance Coherent Distortions

	IEIEIILI	JISION	IONS		
System: Time Warner Comm./Fir		-		Eng/Tech:	
HeadEnd Location: Buffalo St., Canandaigua	i,NY	_		Date:	6/27/03
Test Point: Extremity		_		Initials:	MAP
Location: 520R E. Lake Rd., Hone	eoye, NY	_	No. of Activ	e Channels:	84
Pole#: NM5985		- S.			
Cascade: Node: 1	Trunk:	6	Т.В.:	: 1	
					•
channel: 2-74,79-116		••••••••			
· ·				Level (dB)	
Freq. Relative To Visual Carrier:	•	(Mhz) for	CSO/IM	· · ·	
			CSO/IM	· <del></del>	-
-		(Mhz) for			•
-		(Khz) for			-
Notes: No beats seen or measurable	e above th			els checked	-
channel: 5					
• • • • • • • • • • • • • • • • • • •				Level (dB)	
Freq. Relative To Visual Carrier:		(Mhz) for	CSO/IM		
-			CSO/IM		•
-		(Mhz) for		<del></del>	
-	10	(Khz) for		-40	-
Seen at all TP's and Off Air ant. Not			00-011	-40	
channel:	Secir in Fi	<u>.                                    </u>			
Freq. Relative To Visual Carrier:		(Mba) for	000/114	Level (dB)	
	· · · · · · · · · · · · · · · · · · ·	(Mhz) for		·····	.
		(Mhz) for			
-		(Mhz) for			
-		(Khz) for	CO-CH	<u> </u>	
channali					
channel:					
From Polotive To Viewal Corriger		(NAL -) 6	000/01	Level (dB)	
Freq. Relative To Visual Carrier:		(Mhz) for			
-		(Mhz) for			.
-		(Mhz) for		·	.
		(Khz) for	CO-CH		
abann - l					
channel:					
		/ · · · ·		Level (dB)	
Freq. Relative To Visual Carrier:		(Mhz) for			
-		(Mhz) for		_ <b>.</b>	
-		(Mhz) for			
-		(Khz) for	CO-CH	<u></u>	
channel:	-				
		<b></b>		Level (dB)	
Freq. Relative To Visual Carrier:	·	(Mhz) for			
	·	(Mhz) for			
=	- · ·	(Mhz) for			
		(Khz) for	CO-CH		

**Coherent Distortion** 

### TIME WARNER COMMUNICATIONS **PROOF OF PERFORMANCE COLOR CHARACTERISTICS**

System: Time Warner Communications

HeadEnd Location: Buffalo St. Ext. Canandaigua NY Test Point: Extremity

Location: 520R E Lake Rd. Honeoye NY

Picture Quality:

Channel	Network	Location	Comments/ Rating	
1-74,79-116			Rated Good	
Digital			Rated Good	
				· · · ·
	· · · · · · · · · · · · · · · · · · ·			-
				· · · ·

### **Carrier to Noise Readings**

Date:

6/27/03

2:15pm Temp.: CNR

80~F

Eng./Tech.: MAPettit

Date: 6/27/03

Initals: MAPettit

		ONIX
Channel	Peak RF level	dbc
2	7.3	48.00
5	9.8	47.80
21	8.7	46.70
12	8.5	50.00
23	8	49.50
48	7.4	48.90
58	8.9	49.70
60	8.2	49.70
68	7.4	48.90
74	5	46.80
94	4.1	45.15
A	verageCNR	48.29

Time:

Data Anatysis Software

## 24 Hour Test Report

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Model: SI	DA-5000		Serial #: 6 File: EAS	373397 T_LAKE_ROAD		Cal Date: 06/25/03 DOS File: EAST_LAKE_ROAD
Operator: Date: 09/ Description	24/03 Time: 12:30:4	46				
	Leasting Tupp:	E_LAKE_RD_HON FieldTest	Power Cig.		Reverse Pad: Forward Pad: Rev Equalizer:	
	Area: Test Pnt Type: Test Pnt Comp:	CANANDAIGUA_r	EFeeder Maker Cfg Trunk Term Voltage Setting	•	Fwd Equalizer: Temp	:
	AC Voltage:		DC Voltage (reg)		DC Voltage (unreg)	•
	Date: Time:	#1 09/24/03 12:30:46	#2 09/24/03 18:30:46	#3 09/25/03 00:30:46	#4 09/25/03 06:30:46	
	Temp: Channel	84.2 F Video Lvl(dBmV)	87.8 F Video Lvl(dBmV)	78.8 F Video Lvl(dBmV)	78.8 F Video Lvl(dBmV)	24Hr Deviation(dB)
	2	16.5	16.2 15.9	17.1 17.1	17.0 16.9	0.9 1.2
	3	16.3		17.3	17.3	0.7
	4.	16.7	16.6 14.7	15.5	15.6	1.0
	5	14.6	14.7 14.1	14.9	- 15.0	0.9
	6	14.3	15.2	15.6	16.1	. 1.1
	7	15.0		15.6	15.6	0.6
	8	15.0	15.4	15.7	16.1	1.2
	9	14.9	15.4		16.3	1.5
	10	15.0	15.5	16.5	15.9	1.1
	11	14.9	15.0	16.0		1.4
	12	15.4	15.8	16.8	16.7	
	13	15.2	15.2	16.3	16.2	1.1
	14	13.2	13.4	14.2	14.0	1.0
	15	12.8	12.7	13.6	13.5	0.9
	16	14.2	14.1	15.2	15.1	1.1
	17	14.3	14.1	15.2	15.0	1.1
	18	14.5	14.3	15.3	15.1	1.0
	19	14.4	14.4	15.3	15,1	0.9
	20	14.7	14.6	15.3	15.8	1.2
	21	14.4	14.7	15.4	15.4	. 1.0
	22	15.3	15.2	15.5	15.1	0.4
	23	15.4	15.7	16.4	16.5	1.1
	24	14.7	15.0	16.0	15.9	1.3
	25	14.6	14.8	15.6	15.7	1.1
	26	14.9	14.6	15.7	15.6	- 1.1
	27	14.3	14.4	15.2	15.2	0.9
	28	14.2	14.3	15.1	15.1	0.9
	29	14.0	14.0	15.4	14.9	1.4
		14.0	14.9	14.6	15.1	1.0
	30 31	14.1	14.3	15.5	15.4	. 1.4
	32	13.6	14.0	14.8	14.4	1.2
	32	14.1	14.5	14.8	14.7	0.7
	33	14.1	14.6	15.1	14.9	0.8
	34	14.3	14.0	14,7	14.5	1.2
	35	13.8 13.8	14.3	14.7	14.7	1.2
	36		14.5	14.7	14.7	0.9
	37	13.8		14.7	14.6	0.8
	38	13.8	14.1		14.6	1.3
	39	13.7	14.4	14.9		
	40	14.8	14.9	15.4	15.2	0.6
	41	16.9	16.9	17.2	17.4	0.5
	42	16.0	16.5	16.6	16.6	0.6
	43	16.7	17.1	17.4	17.7	1.0
	44	15.9	16.4	16.9	16.5	1.0
	45	16.6	17.0	17.2	17.2	0.6

Data Analysis Software

## 24 Hour Test Report

Cal Date: 06/25/03

DOS File: EAST\_LAKE\_ROAD

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Model: SDA-50		
Operator: 1504		10.00.40
Date: 09/24/03	Time:	12:30:40
Description:		

#4 #3 #2 #1 09/25/03 09/25/03 09/24/03 09/24/03 06:30:46 00:30:46 Date: 18:30:46 12:30:46 78.8 F Time: 78.8 F 87.8 F 24Hr Deviation(dB) 84.2 F Video Lvl(dBmV) Video Lvl(dBmV) Temp: Video LvI(dBmV) Video Lvl(dBmV) Channel 1.0 17.1 17.3 16.7 16.3 0.7 46 17.3 17.1 16.9 16.6 1.0 47 17.3 17.5 17.0 16.5 0.7 48 17.0 17.5 16.8 16.8 1.1 49 17.1 16.8 16.4 16.0 50 0.7 17.3 17.5 17.0 16.8 51 1.0 17.6 16.9 17.7 16.7 52 1.0 16.8 17.3 16.3 16.6 53 0.8 17.5 17.5 16.9 54 55 16.7 0.6 17.6 17.5 17.1 17.0 0.6 18.0 17.4 17.9 17.4 56 1.1 18.0 18.6 18.1 17.5 57 0.8 18.8 18.6 18.4 18.0 58 0.8 18.3 18.3 17.8 59 17.5 0.8 18.6 18.7 18.1 17.9 60 1.0 18.5 18.4 18.0 17.5 61 0.9 18.7 18.7 18.5 17.8 62 0.7 18.7 18.7 18.0 18.1 63 18.0 0.9 18.3 18.0 64 17.4 0.7 17.0 17.3 16.6 16.9 65 0.6 18.0 18.0 17.6 66 17.4 0.9 18.3 18.3 17.8 67 17.4 1.3 17.3 17.7 17.0 16.4 68 1.0 17.0 17.0 16.5 69 16.0 0.8 17.0 17.0 70 16.2 16.4 16.2 0.7 15.9 16.3 15.6 71 0.6 15.9 16.0 72 73 15.6 15.4 0.5 16.0 15.9 15.7 15.5 0.9 15.8 15.4 15.7 74 14.9 0.7 17.3 17.3 94 16.6 16.8 0.8 7.4 7.7 97 7.0 6.9 1.2 14.1 13.9 98 13.1 12.9 0.8 14.3 14.2 13.5 99 13.5 1.0 16.1 16.2 117 15.2 15.4 0.7 14.0 14.3 14.4 13.7 555 0.6 14.4 14.1 14.1 561 13.8 0.8 10.9 11.4 11.3 10.6 567 15.3 0.9 15.0 14.4 14.8 573 15.1 0.7 14.4 14.7 15.1 579 0.7 14.6 14.8 585 14.1 14.4 0.5 -23.6 -23.6 -24.1 -23.9 591 0.4 -23.3 -23.3 -23.4 597 -23.7 0.7 16.2 16.3 15.6 15.9 603 0.9 15.4 15.9 16.1 15.2 609 1.0 14.3 13.9 14.5 615 13.5 0.8 14.1 14.2 14.7 14.9 621 0.9 14.8 14.9 14.2 627 14.0 0.9 13.4 13.9 14.0 13.1 633 13.8 14.0 1.0 13.0 13.3 639 13.9 0.8 13.1 13.3 13.8 651 13.2 13.4 1.0 12.7 657 12.4

Serial #: 6373397

File: EAST\_LAKE\_ROAD

Data Analysis Software

## 24 Hour Test Report



24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

Model: SDA-5000 Operator: 1504 Date: 09/24/03 Time: 12 Description:	2:30:46	Serial #: File: EAS	6373397 ST_LAKE_ROAD		Cal Date: 06/25/03 DOS File: EAST_LAKE_ROAI
Date: Time: Temp: Channel	#1 09/24/03 12:30:46 84.2 F Video Lvl(dBmV)	#2 09/24/03 18:30:46 87.8 F Video Lvl(dBmV)	#3 09/25/03 00:30:46 78.8 F Video Lvl(dBmV)	#4 09/25/03 06:30:46 78.8 F Video Lvl(dBmV)	24Hr Deviation(dB)
-		10.0	13.3	13.5	1.1
663	12.4	12.8	13.1	13.2	0.9
669	12.3	12.5	13.5	13.5	- 1.0
675	12.5	12.7	13.1	13.0	1.0
681	12.1	12.3		12.0	1.1
687	11.0	11.3	12.1	11.2	1.7
693	9.7	10.5	11.4		1.7
699	10.1	10.7	11.8	11.6	1.8
705	10.2	10.9	12.0	11.9	1.8
711	10.7	11.5	12.5	12.4	
717	10.5	10.9	11.8	12.1	1.6
723	9.6	10.0	10.7	10.8	1.2
729	9.2	9.7	10.6	10.6	1.4
735	9.3	9.7	10.5	10.7	1.4
741	8.1	8.5	9.0	9.2	1.1
741	9.1	9.4	10.1	10.2	· 1.1

LIMIT CHECK	Limit	1234	
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:			PASS

Reviewed:

Date:

View Sequence	Filter is On				
	Visual Carrier	Visual Carrier	Aural Carrier	Aural Frequency	Average Power
3-3 WSTM	Lev (dBmV) 14.7	Freq (MHz) 61.238993	Lev (dBc) -14.8	Offset (MHz) 4.500014	(dBmV)
61.24	14.7	01.230993	- 14.0	4.500014	
4-loc ChGen 67.25	13.5	67.24922	-14.2	4,499918	
5-5 WTVH 77.24	14.7	77.239756	-14.4	4.49986	
6-loc blank 83.25	14.2	83.249638	-14.5	4.499979	
97-QPS QPSK 105.1					8.7
98-ROC LEASED 109.2725	13.8	109.274458	-14	4.500005	
99-SAT ValuVi 115.2725	14.3	115.274636	-14.8	4.500012	
14-ROC RNEWS 121.2625	14	121.262306	-14.4	4.499561	
15-loc EdAcc 127.2625	13	127.262149	-15.1	4.500001	
16-SAT WBWR 133.2625	14.1	133.26238	-14.8	4.499304	
17-SAT QVC 139.25	14.2	139.24974	-14.2	4.500014	· · · · · · · · · · · · · · · · · · ·
18-40U UPN 145.25	14.5	145.24948	-13.6	4.499506	: :
19-SAT PAX 151.321	14.9	151.319864	-14.9	4.500218	
20-SAT CNN 157.25	14.7	157.250248	-14.4	4.5	
21-SAT TNT 163.25	14.7	163.247956	-14.3	4.49955	
22-SAT DISC 169.25	14.5	169.248655	-14.9	4.500033	
7-31U WUHF 175.25	14.4	175.24898	-14.8	4.500007	
8-8 WROC 181.25	14.6	181.250002	-15.1	4.499512	
9-9 WIXT 187.24	14.1	187.2403	-14.3	4.499765	
10-10 WHEC 193.26	14.3	193.260058	-14.4	4.499997	
11-21U WXXI 199.25	14.1	199.247685	-13.5	4.499439	
12-CDG LOCAL 205.25	15	205.247922	-14.7	4.500085	
13-13 WOKR 211.24	13.8	211.24016	-14.4	4.499825	
23-SAT TWC 217.25	14.3	217.250018	-14.6	4.500013	······································
24-SAT ESPN 223.25	13.6	223.252626	-14.1	4.499988	
25-SAT ESPN2 229.2625	13.9	229.261544	-15	4.500012	

Page 1

View Sequence	Filter is On				
	Visual Carrier	Visual Carrier Eroa (MHz)	Aural Carrier	Aural Frequency	Average Power
26-SAT TLC	Lev (dBmV) 13.7	Freq (MHz) 235.259432	Lev (dBc)	Offset (MHz) 4.499989	(dBmV)
235.2625	10.7	200.200402	- 17,7	4.400000	
27-SAT TNN 241.2625	13.1	241.26197	-14.3	4.500096	
28-SAT MTV 247.2625	13.3	247.262525	-15.2	4.499451	
29-SAT VH1 253.2625	13	253.261755	-14.3	4.499669	εi
30-SAT NICK 259.2625	13.3	259.262185	-14.4	4.499866	
31-SAT FAM 265.2625	13.2	265.26205	-15	4.500034	
32-SAT USA 271.2625	12.5	271.262574	-15.2	4.499297	
33-SAT HDLN 277.2625	12.7	277.261774	-14.5	4.500044	
34-SAT AMC 283.2625	12.7	283.262353	-14.7	4.498701	
35-SAT LIFE 289.2625	12.6	289.259151	-13.9	4.49997	
36-SAT CMT 295.2625	12.5	295.261474	-14.8	4.499294	
37-SAT A&E 301.2625	12.3	301.261882	-14.9	4.499776	
38-SAT CMDY 307.2625	11.8	307.261276	-13.9	4.500014	
39-SAT E! 313.2625	12.4	313.261808	-14.8	4.500026	
40-SAT TRAVEL 319.2625	12.6	319.261407	-14.6	4.499691	
41-SAT BET 325.2625	13.6	325.2617	-13.2	4.499536	
42-SAT UNIV 331.2725	• 14.6	331.27429	-14.7	4.500028	
43-SAT CRT 337.2625	15.4	337.262192	-14.1	4.500012	
44-SAT CSPAN 343.2625	15.2	343.261738	-15.3	4.500008	
45-SAT CSPAN2 349.2625	14.3	349.260958	-14.6	4.499993	
46-SAT MSNBC 355.2625	15.1	355.259216	-14.7	4.499993	
47-SAT CNBC 361.2625	15.5	361.261484	-14.3	4.500008	
48-SAT FOOD 367.2625	15.7	367.261172	-14.8	4.50003	
49-SAT EWTN 373.2625	15.5	373.2617	-15.1	4.499988	
50-SAT TBN 379.2625	15.4	379.261791	-14.6	4.500009	
51-SAT MSG 385.2625	15.2	385.259798	-14.8	4.49999	

View Sequence	Filter is On	······		1	
	Visual	Visual	Aurai	Aural	Average
	Carrier Lev (dBmV)	Carrier Freq (MHz)	Carrier Lev (dBc)	Frequency Offset (MHz)	Power (dBmV)
	15.2	391.260481	-14.7	4.500021	
52-SAT ESN 391.2625					
53-SAT FSNY 397.2625	14.7	397.262028	-14.8	4.500043	
54-SAT BRAVO 403.25	14.9	403.24725	-13.7	4.499705	
55-SAT PLEX 409.25	15.4	409.247837	-15	4.498994	
56-SAT ANIMAL 415.25	15.5	415.246901	-14.7	4.49941	
57-SAT FoxNew 421,25	15.5	421.247683	-14.7	4.500004	
58-SAT TOON 427.25	15.5	427.249796	14.8	4.498572	
59-SAT SCI-FI 433.25	15.3	433.249135	-14.9	4.499519	
60-SAT TCM 439.25	14.8	439.248196	-15.1	4.499426	
61-SAT CNNfn 445.25	15.2	445.245407	-14.7	4.500009	
62-SAT H & G 451.25	15.1	451.245568	-15.3	4.500007	
63-SAT HISTRY 457.25	15.1	457.245486	-15.1	4.500034	
64-SAT TVLand 463.25	14.7	463.249329	-15.8	4.49999	
65-SAT WTBS 469.25	14.3	469.249043	-14.4	4.500058	
66-SAT LFTM 475.25	14.5	475.247685	-14.6	4.500018	
67-SAT FX 481.25	15.5	481.248382	-15.1	4.499856	
68-SAT DISNEY 487.25	15.2	487.246774	-15.7	4.499251	
69-SAT GOLF 493.25	14.1	493.24713	-13.5	4.499972	
70-SAT OXY 499.25	15	499.25295	-14.7	4.499984	
71-SAT SOPNET 505.25	14.9	505.250467	-14.5	4.499986	
72-SAT WE 511.25	15.2	511.24889	-15.4	4.500016	
73-SAT NGN 517.25	15.3	517.24776	-15.4	4.499624	
74-SAT YES 523.25	15.3	523.249253	-14.5	4.499638	
79-QAM QAM555 555		•			8.9
80-QAM QAM561 561					10.6
82-QAM QAM573 573					11

	Visual Carrier Lev (dBmV)	Visual Carrier Freq (MHz)	Aural Carrier Lev (dBc)	Aural Frequency Offset (MHz)	Average Power (dBmV)
83-QAM QAM579 579					12.1
84-QAM QAM585 585					10.1
87-QAM QAM603 603					11.2
88-QAM QAM609 609			<u> </u>		10.8
90-QAM QAM621 621			2		10.3
91-QAM QAM627 627					10
92-QAM QAM633 633					9.6
93-QAM QAM639 639					8
94-SAT HSN 643.25	14.5	643.249859	-14.1	4.499977	
101-QAM QAM657 657					8
110-QAM QAM711 711			· · · · · · · · · · · · · · · · · · ·		8.3
111-QAM QAM717 717					7.5
112-QAM QAM723 723					7.6
114-QAM QAM735 735			<u> </u>		7.1
115-QAM QAM741 741			******		6.6
116-QAM QAM747 747.25					7.2
117-LCL TEST 751.25	13.8	751.250171	-15.2	4.500002	

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
3 61.24	15.1	-14.9		
4 67.25	13.8	-14.5		
5 77.24	15.9	-14.5		1
6 83.25	14.7	-14.3		
97 105.1		-	8.1	
98 109.2725	12.7	-14.8		
99 115.2725	12.3	-15.3		
14 121.2625	10.9	-14.5		
15 127.2625	9.6	-15		
16 133.2625	8.5	-14.8		
17 139.25	10.8	-14.1		
18 145.25	11.3	-13.7	~	
19 151.321	11.7	-14.9		
20 157.25	11.4	-14.1		
21 163.25	11.7	-14.2		-
22 169.25	11.2	-14.8		
7 175.25	11.4	-14.9		
8 181.25	11.2	-15.1		
9 187.24	10.9	-14.4		
10 193.26	10.7	-14.7		
11 199.25	10.2	-13.9		
12 205.25	10.7	-15		
13 211.24	9.6	-15.1		
23 217.25	9.9	-15.2		
24 223.25	8.7	-14.7		.4
25 229.2625	8.7	-15		

View Test ID F				1
	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
26 235.2625	7.9	-14.6		
27 241.2625	7.5	-14.2		•
28 247.2625	7.8	-15		
29 253.2625	7.7	-14.3		
30 259.2625	7.3	-14.4		
31 265.2625	7.7	-14.5		
32 271.2625	7.1	-14.8		
33 277.2625	7.1	-14.7		
34 283.2625	7.2	-14.7		
35 289.2625	7.3	-14.3		
36 295.2625	6.9	-14.7		
37 301.2625	6.6	-14.6		
38 307.2625	6.7	-14.6		
39 313.2625	6.6	-15.1		
40 319.2625	6.6	-14.3		
41 325.2625	6.9	-12.9		
42 331.2725	8.2	-14.7		
43 337.2625	7.9	-14.2		
44 343.2625	8.5	-15.5		
45 349.2625	7.5	-14.7		
46 355.2625	8.4	-14.6		·
47 361.2625	8.2	-14.6		
48 367.2625	8.4	-14.9		
49 373.2625	7.9	-15.1		
50 379.2625	7.9	-14.6		-
51 385.2625	8	-14.8		

View Test ID F			I	T
	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
52	7.6	-14.8	(00)	
391.2625				
53 397.2625	7.3	-14.7		
54 403.25	7.6	-14		
55 409.25	8.8	-14.8		
56 415.25	8.7	-14.3		
57 421.25	9.1	· -14.9		· ·
58 427.25	8.9	-14.8		
59 433.25	8.9	-13.9		
60 439.25	9.1	-16.6		
61 445.25	7.6	-14.3		
62 451.25	8	-16.2		
63 457.25	6.7	-14.2		
64 463.25	8.3	-16.6		
65 469.25	6.7	-12.8		
66 475.25	9.2	-16.1 *		
67 481.25	8.3	-14.3		
68 487.25	8.8	-15.4		-
69 493.25	7.1	-13.4		.4
70 499.25	8.6	-15.3		
71 505.25	6.7	-13.9		
72 511.25	7.8	-14.2		1
73 517.25	8.1	-14.9		
74 523.25	8.2	-13.6		
81 567			.8	
83 579			3.6	
84 585			2.9	

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)	HUM/LFD (%)
88 609	(		3.6	
89			2	
615 90			3	
621 91			2.4	
627		· ·	2	
92 633				
93 639			1.9	
94 643.25	7.9	-13.3		
100 651			.7	
101 657			2.1	
102 663			1.2	
103		<u> </u>	1	
669 104			-1.6	5
675 105			6	·
681 106			-1.9	
687 107			3.8	
693		···		
108 699			4.3	
109 705			4.3	
110 711			4.3	
111 717			1.7	
112 723			1	
113 729			-36.9	
114		·····	3.4	
735 115			1.1	
741 116			.8	
<u> </u>	8.9	-15		
751.25				

Page 4

			Amplitu	ude Ch	aracter	stics		
	Custom: 1	Time Warner	Comm /Fil	ngerlakes		E	ng/Tech: <u>M</u>	
ام ما	System.	County Line	Rd Naples	NY			Date:	6/27/03
HeadEnd	Fest Point:	Evtremity					Initials: N	IAP
	Leastion: 1	West Ave., N	laples. NY					
	Lucation.	rements are	+ / - 2dB)					
FCC Ampi	illude Requi	iemento aro	, ===,					
Г		multiburst	0.5	1	2	3	3.58	4.1
		manabalot	enter	enter	enter	enter	enter	enter
	channel							
1	3	ref.in						
ŀ		dev.out	72	70	78	84	80	
		diff.in/out	0.72	0.7	0.78	0.84	0.8	0
			-2.85335	-3.098039	-2.158108	-1.514414	-1.9382	0
	ny m	easurment				0.791812	(db)	**PASS**
	<b>P</b> • • •	ououn						
		multiburst	0.5	1	2	3	3.58	4.1
	l.		enter	enter	enter	enter	enter	enter
	channel						·r	
	5	ref.in				2		<u> </u>
		dev.out	72	70		68	60	
		diff.in/out	0.72	0.7	0.66	0.68	0.6	0
		20log			-3.609121	-3.349822		0
	pv m	neasurment	1.583625	db or	+/-	0.791812	(db)	**PASS**
	· ·							
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel				·		································	
	10	ref.in						
		dev.out	70	68		60	50	
		diff.in/out	0.7	0.68	0.64	0.6	0.5	0
		20log			-3.876401		-6.0206	0 **PASS**
	pv n	neasurment	2.922561	db or	+/	1.46128	(db)	PASS
					2	3	3.58	4.1
		multiburst	0.5	. 1		enter	enter	enter
			enter	enter	enter	enter	enter	Enter
	channel	rof in I		[	1		-	
	13	- ref.in dev.out	62	68	68	62	66	
		dev.out diff.in/out	0.62	0.68	0.68	0.62	0.66	0
		20log				-4.152166		0 0
	-	neasurment			+/-	0.401172	(db)	**PASS**
	1 <sup>pv n</sup>	neasunnent	0.002044		•7=	0.701172		
		multiburst	0.5	1	2	3	3.58	4.1
	1	manuburst	enter	enter	enter	enter	enter	enter
	channel		Citter	CITCI		United a		0.1101
	17	ref.in		}	T	· · · · · · · · · · · · · · · · · · ·		
	<u>                                     </u>	- dev.out	66	70	64	66	70	
		diff.in/out	0.66	0.7	0.64	0.66	0.7	0
		20log				-3.609121		Ő
		~010g		0.00000	0.0.0401	0.000141	2.300000	-

			Zinhiir		unuoloi			
	System:	Time Warne	er Comm./Fi	ngerlakes		E	Eng/Tech: <u>N</u>	
HeadEnd	t Location:	County Line	Rd. Naples	, NY			Date:	6/27/03
	Fest Point:			<u>.</u>			Initials: N	MAP
	Location:	West Ave., I	Nanles NY	· · · · · · · · · · · · · · · · · · ·			-	
(500 Ameri	LUCATION.	iremente ere	t 2dB)					
(FCC Amp	intude Requ	irements are	; + / - 20D)					
-					2	3	3.58	4.1
		multiburst	0.5	1		-		
			enter	enter	enter	enter	enter	enter
	channel	_					_ <u></u>	
	29	ref.in				0		
ł		dev.out	70	68	62	64	68	
		diff.in/out	0.7	0.68	0.62	0.64	0.68	0
		20log	-3.098039	-3.349822	-4,152166	-3.876401	-3.349822	0
		easurment			+/-	0.527064	(db)	**PASS**
	pv ii	leasunnent	1.004127	ub 0.	••	4.02/00/	()	1
			05	1	2	3	3.58	4.1
		multiburst	0.5	•	2 enter	enter	enter	enter
			enter	enter	enter	enter	enter	enter
	channel	\ <u>-</u>					r	
	32	ref.in			11			
		dev.out	62	62	62	58	60	
		diff.in/out	0.62	0.62	0.62	0.58	0.6	0
		20log	-4.152166	-4.152166	-4.152166	-4.73144	-4.436975	0
		neasurment			+/-	0.289637	(db)	**PASS**
	<b>, , , , , , , , , ,</b>						• •	ļ
		multiburst	0.5	1	2	3	3.58	4.1
		manbarot	enter	enter	enter	enter	enter	enter
		-	enter	CITICI	Cilico	Cintor	GILO	
	channel							
	41	ref.in				70	70	
		dev.out	68	82	86	78	72	
		diff.in/out	0.68	0.82	0.86	0.78	0.72	0
		20log			-1.310031		-2.85335	0 -
	pv n	neasurment	2.039791	db or	+/-	1.019895	(db)	**PASS**
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
	channel				`			
	56	ref.in			ľ	1		
		dev.out	56	58	54	50	50	
		diff.in/out	0.56	0.58	0.54	0.5	0.5	0
	l		-5.036239	-4.73144	-5.352125		-6.0206	0
		20log						
	pv n	neasurment	1.28916	db or	+/-	0.64458	(db)	**PASS**
	1	multiburst	0.5	1	2	3	3.58	4.1
	1		enter	enter	enter	enter	enter	enter
	channel							
	62	ref.in						
		dev.out	80	82	78	68	68	
		diff.in/out	0.8	0.82	0.78	0.68	0.68	0
		20log	-1.9382			-3.349822		0
	nv n	neasurment				0.813049	(db)	**PASS**
	1 10V N	neasurment	1.626099	ap or	+/-	0.813049	(db)	"PASS"

#### **Time Warner Communications** Proof of Perofrmance **Amplitude Characteristics** Eng/Tech: MAPettit System: Time Warner Comm./Fingerlakes 6/27/03 Date: HeadEnd Location: County Line Rd. Naples, NY Initials: MAP Test Point: Extremity Location: West Ave., Naples, NY (FCC Amplitude Requirements are + / - 2dB) 4.1 3 3,58 2 0.5 1 multiburst enter enter enter enter enter enter channel ref.in 69 60 60 60 60 58 dev.out 0 0.6 0.6 0.6 0.6 0.58 diff.in/out -4.73144 -4.436975 -4.436975 -4.436975 -4.436975 0 20log \*\*PASS\*\* pv measurment 0.294465 db 0.147233 (db) or +/-4.1 3 3.58 2 1 multiburst 0.5 enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 diff.in/out 0 0 0 0 0 0 0 20log \*\*PASS\*\* 0 (db) 0 db +/or pv measurment 4.1 2 3 3.58 0.5 1 multiburst enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 0 diff.in/out 0 0 0 0 0 20log 0 0 (db) \*\*PASS\*\* 0 db +/pv measurment or 2 3 3.58 4.1 1 multiburst 0.5 enter enter enter enter enter enter channel ref.in dev.out 0 0 0 Ö 0 diff.in/out 0 0 0 0 0 0 0 20log \*\*PASS\*\* pv measurment 0 db +/-0 (db) or 0.5 1 2 3 3.58 4.1 multiburst enter enter enter enter enter enter channel ref.in dev.out 0 0 0 0 0 diff.in/out 0 20log 0 0 0 0 0 0 +/-0 \*\*PASS\*\* pv measurment 0 db (db) or

		Time	Warner	Comn	nunica	ations		
		Pr	oof of	Perofi	rmanc	е		
		C	Coheren	t Disto	ortions			
	System:	Time Warner					Eng/Tech:	
HeadEnd	d Location:	County Line F					Date:	the second s
	Test Point:	Extremity					Initials:	
	Location:	West Ave., N	aples, NY			No. of Active	Channels:	84
	Pole#:	23/E28			_			
	Cascade:	Node:	1	Trunk:	2	_ Le's:	4	•
[	channel:	2-74,79-116			······			
					(Mhz) for	CSO/IM	Level (dB)	
	Freq. Relative To Vis	sual Camer.			(Mhz) for			·
					(Mhz) for			• •
					(Khz) for			-
	Notes: No beats seer	or measurable	e above the					-
	channel:	5						
	Gridinioi.						Level (dB)	
	Freg. Relative To Vis	sual Carrier:			(Mhz) for	CSO/IM		
					(Mhz) for			
					(Mhz) for	СТВ		
			_	10	(Khz) for	CO-CH	-43	
	Seen at all TP's. and	Off Air. Not se	en in pic.					
	channel:	79 & 118				•		1
:					·		Level (dB)	
	Freq. Relative To Vi	sual Carrier:			(Mhz) for			_·
				the second s	(Mhz) for			-
					(Mhz) for		-56	
		_	<u></u>		(Khz) for	со-сн		-
	No Beats seen in Pic	'S						
	channel:	·					t av al (dD)	. 1
				,		000/114	Level (dB)	'
	Freq. Relative To Vi	sual Carrier:			(Mhz) for		<u> </u>	-
					(Mhz) for (Mhz) for			-
					(Khz) for		·····	-
						00-011		-
	channel:					· · · · · · · · · · · · · · · · · · ·	<u></u>	
							Level (dB)	)
	Freq. Relative To Vi	sual Carrier:			(Mhz) for	CSO/IM		, 
					(Mhz) for			-
					(Mhz) for	СТВ	· · · · · ·	
					(Khz) for	CO-CH		
						<u> </u>		
	channel:							
					( <b>b</b> . <b>b</b> . <b>b</b> . <b>c</b> .	000	Level (dB)	)
	Freq. Relative To Vi	sual Carrier:			(Mhz) for			- 1
				<u> </u>	(Mhz) for		<u> </u>	-
			_		(Mhz) for (Khz) for			-
			_			00-011	<del></del>	-
	L					·····		

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### TIME WARNER COMMUNICATIONS PROOF OF PERFORMANCE COLOR CHARACTERISTICS

System: <u>Time Warner Communications</u> HeadEnd Location: County Line Rd., Naples NY

Location: West Ave., Naples, NY

Test Point: Extremity

Eng./Tech.: MAPettit Date: 6/27/03 Initals: MAPettit

Picture Quality:

Picture Quality.		
Channel	Network	Location Comments/ Rating
2-74,79-116		Rated Good
Digital		Rated Good
	·	

#### Date: 6/27/03 Time: 11:00am Temp.: 72~F CNR Channel Peak RF level dbc 3 14.6 47.80 5 15.2 48.40 8 10.7 46.25 47.05 19 11.5 23 9.2 47.45 44 8.2 46.45 57 46.75 8.5 66 9.1 47.35 74 7.6 45.85 94 7.3 45.55 117 8.5 46.75 Average CNR 46.9

#### **Carrier to Noise Readings**

Data Analysis Software

## 24 Hour Test Report

24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

24a:         69:32:17           Iscription:         Location: WEST_ST_NAPLES         AmplD:         Reverse Pad:           Location: WEST_ST_MAPLES         AmplD:         Reverse Pad:           Aras:         CANANDAGUA_HEFeeder Maker (Cg):         Reverse Pad:           Test Pht Type:         Trunk Term:         Fwd Equalizer:           Test Pht Type:         DC Votage (reg):         DC Votage (unreg):           Act         CANANDAGUA_HEFeeder         09/23/03         09/23/03           Date:         09/23/03         09/23/03         09/23/03         09/23/03           Time:         09/32/03         09/23/03         09/23/03         09/23/03           Time:         09/32/03         09/23/03         09/23/03         03/24/03           Time:         09/32/03         09/23/03         09/23/03         03/24/03           Time:         09/32/03         09/23/03         09/23/03         0/32/14           Time:         09/32/04         Video Lvi(dBmV)         Video Lvi(dBmV)         Video Lvi(dBmV)         2/4           Channel         Video Lvi(dBmV)         Video Lvi(dBmV)         2/4         2/2         1         1           3         26.9         25.8         26.0         0.7	Model: SDA-5000 Operator: 1504			: 6373397 EST_STREET		Cal Date: 06/25/03 DOS File: WEST_STREET	
Location Type: FieldTest Power Cfg: Fev Equalizer: Test Pnt Type: Trunk Term: Fwd Equalizer: Test Pnt Comp: Voltage Setting: Termp: AC Voltage: DC Voltage (reg): DC Voltage (unreg): AC Voltage: DC Voltage (reg): DC Voltage (unreg): Time: 09/32/03 09/22/03 09/22/03 Time: 09/32/17 15/32/14 21/32/14 03/32/14 Termp: 80.6 F 82.4 F 71.6 F Channel Video Lvi(dBmV) Video Lvi(dBmV) Video Lvi(dBmV) 24Hr Deviation(dB) 2 2 21.7 21.9 20.8 -21.2 1.1 3 26.9 26.1 26.4 25.5 0.8 4 24.7 26.4 25.6 26.3 1.7 5 27.7 27.5 27.5 28.0 0.5 6 27.4 27.0 27.3 27.0 0.4 7 26.4 25.8 26.3 26.7 0.9 8 25.9 26.1 26.4 26.6 0.7 9 26.2 25.5 25.8 26.0 0.7 9 26.2 25.5 25.8 26.0 0.7 9 26.2 25.5 25.8 26.0 0.7 10 26.4 26.1 26.0 26.4 0.4 11 25.1 24.6 25.0 25.0 0.5 12 26.4 25.9 25.1 25.5 0.9 14 25.0 24.3 24.9 24.8 0.7 15 23.4 25.9 25.1 25.5 0.9 14 25.8 24.9 25.1 25.5 0.9 14 25.9 25.1 25.5 0.9 14 25.8 24.9 25.1 25.5 0.9 15 23.4 22.8 23.1 23.5 0.7 16 24.8 24.4 24.3 24.9 24.8 0.7 15 23.4 22.8 23.1 23.5 0.7 16 24.8 24.4 24.3 24.9 0.5 17 24.9 24.5 24.7 25.1 0.6 18 25.5 25.0 24.9 25.1 0.6 19 25.7 25.0 25.7 25.4 0.7 20 26 0.1 1.1 21 26 0.2 24.9 25.5 25.7 1.6 23 26 0.2 24.8 23.9 25.7 25.4 0.7 24 24.9 25.5 23.9 23.1 24.5 0.6 25 24.9 25.5 23.0 23.1 0.6 26 25.9 25.6 25.9 0.3 27 23.5 23.0 23.1 0.6 28 23.4 25.6 25.9 25.6 25.9 0.3 28 24.0 23	Date: 09/23/03 Time: 0 Description:	09:32:17		-			
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Test Pht Type: AC Voltage:         Tunk Term: DC Voltage (reg):         Fwd Equilizer: DC Voltage (unreg):           #1         #2         #3         #4           Dete:         09/23/03         09/23/03         09/23/03           Time:         09/32/17         15/32/14         21/32/14         03/32/14           Time:         09/32/07         15/32/14         21/32/14         03/32/14           Temp:         80.6 F         82/4 F         71/4 F         71/6 F           Channel         Video Lv(dBmv)         Video Lv(dBmv)         Video Lv(dBmv)         Video Lv(dBmv)           2         -21.7         -21.9         -20.8         -21.2         1.1           3         26.9         26.1         26.4         26.5         0.6           4         24.7         26.4         26.6         26.5         0.6           6         27.4         27.5         28.0         0.7         0.4           7         26.4         25.5         25.8         26.0         0.7           9         282         25.5         25.8         26.0         0.7           10         26.4         25.0         25.6         0.9         1.1           11							
Test Pht Comp:         Temp:         Temp:           DC Voltage (reg):         DC Voltage (urreg):           DC Voltage (urreg): <th colspa<="" th=""><th></th><th></th><th></th><th></th><th></th><th></th></th>	<th></th> <th></th> <th></th> <th></th> <th></th> <th></th>						
AC Voltage         DC Voltage (reg):         DC Voltage (urreg):           #1         #2         #3         #4           Dete:         09/23/03         09/23/03         09/23/03         09/23/03           Time:         09/32/17         15/32/14         21/32/14         03/32/14         03/32/14           Temp:         80.6 F         82.4 F         71.6 F         71.6 F           Channel         Video Lv((dBmV)         Video Lv((dBmV)         Video Lv((dBmV)         Video Lv((dBmV)           2         -21.7         -21.8         26.4         26.5         0.9           4         26.9         26.1         26.4         26.5         0.9           5         27.7         27.5         27.5         28.0         0.5           7         26.4         25.5         25.5         26.0         0.7           9         28.2         25.5         25.8         26.0         0.7           10         28.4         25.1         25.8         26.0         0.7           11         25.1         25.6         25.8         26.0         0.7           11         25.1         26.6         25.6         25.5         0.9							
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38       23.7       22.7       23.1       23.2       1.0         39       24.0       23.2       23.5       23.9       0.8         40       24.1       23.7       23.3       23.2       0.9         41       25.7       25.9       26.1       26.3       0.6         42       25.6       25.9       25.6       25.9       0.3         43       25.6       25.8       25.8       25.7       0.2         44       25.3       25.6       25.7       25.8       0.5	30 27						
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41         25.7         25.9         26.1         26.3         0.6           42         25.6         25.9         25.6         25.9         0.3           43         25.6         25.8         25.8         25.7         0.2           44         25.3         25.6         25.7         25.8         0.5			23.2				
42         25.6         25.9         25.6         25.9         0.3           43         25.6         25.8         25.8         25.7         0.2           44         25.3         25.6         25.7         25.8         0.5							
43       25.6       25.8       25.8       25.7       0.2         44       25.3       25.6       25.7       25.8       0.5							
44 25.3 25.6 25.7 25.8 0.5							
40 25.4 25.2 25.3 0.4							
	45	25.0	25.4	25.2	25.3	0.4	

Data Analysis Software

# 24 Hour Test Report



24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

odel: SDA-5000 perator: 1504 ate: 09/23/03 Time: 09 escription:	9:32:17	Serial #: 6373397 File: WEST_STREET			Cal Date: 06/25/03 DOS File: WEST_STREET	
Date	#1 09/23/03	#2 09/23/03	#3 09/23/03	#4 09/24/03		
Date:		15:32:14	21:32:14	03:32:14		
Time:	09:32:17		73.4 F	71.6 F		
Temp:	80.6 F	82.4 F		Video Lvl(dBmV)	24Hr Deviation(dB)	
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)		24111 Deviation(uD)	
46	25.2	25.1	25.3	25.6	0.5	
47	25.1	25.2	25.5	25.9	0.8	
48	25.0	25.0	25.4	25.7	0.7	
49	24.7	24.9	25.2	25.4	0.7	
50	24.7	24.8	25.0	25.1	0.4	
	25.0	25.0	25.2	25.3	0.3	
51			25.3	25.9	0.6	
52	25.5	25.5		25.3	0.5	
53	25.0	25.5	25.4	25.5	0.7	
54	25.3	25.4	26.0			
55	25.9	25.9	26.0	26.5	0.6	
56	25.8	25.6	26.1	26.2	0.6	
57	26.0	25.4	26.3	26.1	0.9	
58	26.0	25.8	26.3	26.2	0.5	
59	25.4	25.7	26.0	26.3	0.9	
60	25.7	25.6	26.1	26.2	0.6	
	24.8	24.9	25.3	25.5	0.7	
61		25.9	26.3	26.1	0.7	
62	25.6			26.0	1.2	
63	24.9	24.9	26.1		1.0	
64	25.5	25.6	26.5	26.5		
65	25.5	25.4	25.9	25.8	0.5	
66	26.6	26.8	26.4	26.0	0.8	
67	26.7	26.6	25.3	25.5	1.4	
68	26.9	27.0	25.2	25.2	1.8	
69	27.1	27.0	25.5	25.4	1.7	
70	28.4	28.4	27.0	27.5	1.4	
71	27.6	27.5	26.7	26.5	1.1	
	27.2	27.2	26.4	26.8	0.8	
72			26.1	26.3	0.6	
73	26.7	26.6		26.6	0.5	
74	27.0	26.8	26.5			
94	27.8	27.5	27.3	27.6	0.5	
97	21.8	22.5	23.0	22.8	1.2	
98	26.3	26.0	26.1	26.3	0.3	
99	26.1	25.2	25.8	25.7	0.9	
117	30.0	29.9	29.1	29.1	0.9	
555	25.3	25.3 <sup>-</sup>	25.0	25.1	0.3	
561	24.6	24.4	24.3	24.4	0.3	
567	19.5	19.4	19.2	19.1	0.4	
573	25.2	24.9	24.9	25.0	0.3	
	23.2	24.5	24.4	24.5	0.3	
579	24.7 24.8	24.5	24.4	24.6	0.4	
585		-15.1	-15.4	-15.2	0.5	
591	-14.9			-15.2	0.4	
597	-14.8	-15.1	-15.2		0.4	
603	26.2	25.9	25.8	26.1		
609	25.7	25.4	25.2	25.6	0.5	
615	21.7	21.5	21.2	21.6	0.5	
621	25.0	24.5	24.5	24.8	0.5	
627	25.5	25.2	25.2	25.4	0.3	
633	25.0	24.5	24.5	24.8	0.5	
639	24.9	24.6	24.5	24.8	0.4	
651	24.9	24.0	24.7	25.0	0.4	

Data Analysis Software

# 24 Hour Test Report



24hr092903 3518 Sutton Rd. Geneva, NY 14456 315-781-0567

odel: SDA-5000 perator: 1504 ate: 09/23/03 Time: 0 escription:	9:32:17	Serial #: 6373397 File: WEST_STREET 2:17			
Date: Time: Temp: Channel	#1 09/23/03 09:32:17 80.6 F Video Lv!(dBmV)	#2 09/23/03 15:32:14 82:4 F Video Lvl(dBmV)	#3 09/23/03 21:32:14 73.4 F Video Lvl(dBmV)	#4 09/24/03 03:32:14 71.6 F Video Lvl(dBmV)	24Hr Deviation(dB)
663	24.6	24.4	24.3	24.6	0.3
663	24.0	23.7	23.7	23.9	0.3
669	24.0	23.8	23.8	24.0	0.3
675	23.7	23.4	23.3	23.5	0.4
681	24.0	23.8	23.7	24.0	0.3
687	24.0	24.4	24.1	24.3	0.7
693		24.4	24.7	25.1	0.8
699	25.5	24.8	24.5	24.8	0.8
705	25.3	25.2	24.5	25.0	0.9
711	25.4	23.9	23.9	24.0	0.3
717	24.2	23.5	23.3	23.5	0.5
723	23.8	23.4	23.3	23.2	0.6
729	23.8	23.4	23.1	23.0	0.6
735	23.6	23.4	22.1	22.2	0.8
741 747	22.9 24.0	22.4 23.5	23.1	23.2	0.9

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:			PASS	

Reviewed:

Date: \_

# **AFFIDAVIT OF PUBLICATION**

Leslie Smith, being duly sworn, deposes and says that she is the foreman of CANANDAIGUA MESSENGER, INC., publisher of the Daily Messenger, a public newspaper published daily except Saturday, in the City of Canandaigua, N.Y., in the County of Ontario, and that the notice of which the annexed is a true copy, clipped from said newspaper, was regularly published in said Daily Messenger on the following dates:

Alecenter 1 2003	
	York 00404
	EN 01 New 01AL47 9/30/20
- for the set	L. ALL State C teg #0 bires 09
Foreman of the Publisher Subscribed and sworn to before me	LINDA ublic, S ounty F ion Exp
this $2nd$ day of $Dac$ 2003	tary P ario Co mmissi
Junda L allen	Nota Ontari Comr

Notary Public in and for New York State

STATE Co

LEGAL NOTICE ks' PUBLIC NOTICE IS HEREBY GIVEN that the Farmington Town Board will conduct a public hearing on Tuesday, December 9th, 2003, commencing at 7:01 p.m. in the Farmington Town Hal, 1000 County Road 8, Farmington, NY 14425. The purpose of said pub-lic hearing will be to receive public comment on Time Warner Entertainment franchise agreement to grant permission to construct, op-erate, and maintain a cable television system through-out the Town of Farming-ton. All persons wishing to speak on said Agreement

shall be provided an opportunity at said Public Hear-

By order of the Town Board, of the Town of Farmington, on Tuesday,

(06508882)

November 25, 2003. Rose M. Kleman Farmington Town Clerk

D. 1

Town Supervisor Theodore M. Fafinski 315-986-8193

Deputy Supervisor Lawrence E. Potter

Town Clerk & Receiver of Taxes Rose M. Kleman 315-986-8100

Town Councilmen Lawrence E. Potter John E. Gligora Timothy P. Mickelsen Rudy vanderVelden



1000 County Road 8, Farmington, New York 14425

The Town of Farmington is an Equal Opportunity Provider

TDD 1-800-662-1220

Justices Charles R. Cooksey 315-986-3113 Morris Lew 315-986-8195 Interim Highway Supt. Edward McLaughlin 315-986-5540

Water & Sewer Supt. James Crane 585-924-3158 Assessor Barbara Bounds 315-986-8194 Code Enforcement Officer Norman Teed 315-986-8197

#### **RESOLUTION #305-2003:**

Councilperson Gligora offered the following Resolution, seconded by Councilperson vanderVelden:

# AUTHORIZING THE SUPERVISOR TO SIGN A FRANCHISE RENEWAL AGREEMENT WITH TIME WARNER CABLE

WHEREAS, the existing Franchise Renewal Agreement with Time Warner Cable will expire in 2004; and

WHEREAS, the Town Board has met in a workshop with Time Warner to discuss the provisions of the Renewal Agreement; and

WHEREAS, Time Warner has incorporated requested changes into the Agreement with no increase in the Franchise fee percentage charge to subscribers; and

WHEREAS, a Public Hearing was held on December 9, 2003, at the Farmington Town Hall to solicit public input.

**THEREFORE BE IT RESOLVED** that the Town Board, of the Town of Farmington, authorizes the Supervisor to sign the non-exclusive franchise with Time Warner Cable for an initial term of 11 years and the Town Board hereby grants to Time Warner Cable the franchise to construct, own, operate and maintain a cable television system in accordance with the attached Agreement; and

**FURTHER BE IT RESOLVED** that the Town Clerk, of the Town of Farmington, send a certified copy of this Resolution, along with the 5 signed copies of the Agreement, to Mr. Brian Wirth, VP Government and Public Affairs, Time Warner Cable, 71 Mt. Hope Avenue, Rochester, New York 14620.

All voting "Aye", the Resolution was CARRIED.

STATE OF NEW YORK	This is to certify that I, Rose M. Kleman, Town Clerk of
ONTARIO COUNTY	the Town of Farmington, in the said County of Ontario, has compared the foregoing copy of Resolution #305-2003 from the Town Board
	meeting of December 9, 2003 - Resolution Carried – Authorizing the
	Supervisor to Sign a Franchise Renewal Agreement with Time Warner
	Cable
Office of the Clerk of the	with the original now on file in this office, and that the
TOWN OF	same is a correct and true transcript of such originals and the
FARMINGTON	whole thereof.
	In Witness Whereof, I have hereunto set my hand and affixed the seal
	of said Town this 11 <sup>th</sup> day of December, 2003.

**SEAL** 

Farmington Town Clerk - Ontario County

## TOWN OF FARMINGTON

1 7 P

G N U

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

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## FRANCHISE AGREEMENT

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

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

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

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

WHEREAS, the Franchisee desires to obtain a non-exclusive franchise with the Town for an initial term of eleven (11) years, and

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

#### **SECTION ONE: DEFINITIONS**

1.1 For the purpose of this Franchise, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular include the plural number. The word "shall" is always mandatory and not merely directory. Such meaning or definition of terms found in this agreement shall be interpreted consistent with the definitions of The Cable Communications Policy Act of 1984 as amended, the Federal Communications Commission, FCC Rules and Regulations, 47 CFR Subsection 76.1 et seq., Article 11 of the NYS Public Service Law as amended and 9 NYCRR 589 et. seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

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

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

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

1.5 "FCC" means the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

# SECTION TWO: GRANT OF AUTHORITY

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

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

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

2.4 The rights and privileges of this Franchise shall continue for an initial period of eleven (11) years from the approval by the Town, acceptance by the Franchisee, and formal approval by the New York State Public Service Commission.

# SECTION THREE: COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

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

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

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

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

# SECTION FOUR: TERRITORIAL AREA OF FRANCHISE

This Franchise is granted to Franchisee to serve all of the territory within the present boundaries of the Town, as shown on the map attached hereto as Appendix A. The "Primary Service Area", as such term is defined by 9 NYC RR Section 595.5 of the Regulations of the Public Service Commission, as identified on said Appendix A. Areas outside the Primary Service Area will be served in accordance with Section 16 of this Franchise.

# SECTION FIVE: LIABILITY AND INDEMNIFICATION

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

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

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

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

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

- (a) 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.
- (b) 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.

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

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

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

# SECTION SIX: RIGHTS RESERVED BY THE TOWN

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

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

6.3.1 The Town and the Franchisee agree that Franchisee's obligations hereunder are subject to

any applicable law, including laws regarding the privacy of information regarding subscribers.

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

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

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

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

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

# SECTION SEVEN: FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES

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

#### SECTION EIGHT: TERMINATION OF FRANCHISE

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

### SECTION NINE: FRANCHISE RENEWAL

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

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

#### SECTION TEN: RATES

10.1 The Franchisee may establish the rates and charges for Cable Television Service, installations, and equipment as it deems appropriate in the area served. These rates and charges shall be subject to the approval of the Town and the Public Service Commission to the extent consistent with applicable State and Federal Law.

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

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

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

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

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

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

#### SECTION ELEVEN: SYSTEM REQUIREMENTS

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

11.2 The Franchisee shall provide, without charge, one standard aerial installation of the initial service drop, one outlet, and Standard service to municipal buildings and State accredited public or private elementary and secondary schools located within the Primary Service Area and which are within one hundred and fifty feet (150') of the Franchisee's feeder lines. Any costs associated with the reconstruction, relocation or removal of a service drop or any other service lines provided to any such school shall be borne by the Town.

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

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

11.3 Franchisee shall designate channel capacity for public, educational and governmental access in accordance with the standards for Public, Educational and Governmental (PEG) Access as set forth in 9 NYC RR Section 595.4 of the Regulations of the Public Service Commission. The Franchisee shall provide access channel(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, non-discriminatory basis. Such access channels may be shared by other municipalities. All such PEG programming that is caused to be transmitted including any programming that is not produced locally by the municipality shall be produced locally and at no time shall the municipality cause any commercial radio station on any other commercial programming to be transmitted on any PEG channel.

# SECTION TWELVE: PHYSICAL FACILITIES

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

#### SECTION THIRTEEN: CONSTRUCTION STANDARDS

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

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

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

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

**13.2.3** Underground service drops shall, whenever possible, be buried within thirty (30) days of installation.

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

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

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

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

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

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

# SECTION FOURTEEN: OPERATION AND SYSTEM MAINTENANCE

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

**14.2** The Franchisee shall give credit for every service outage in accordance with 9 NYC RR Section 590.65 of the Regulations of the Public Service Commission.

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

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

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

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

#### SECTION FIFTEEN: FRANCHISE FEE

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

15.2 The Town shall, on an annual basis, provide to Fingerlakes Community Television (FLTV) in support of Public Educational and Governmental (PEG) programming, a minimum of five percent (5%) of the annual Franchise Fee payment received from the Franchisee during the life of the Franchise. Such funds shall be distributed to FLTV, or other such entity that controls PEG access on a regional basis and which serves the Town, within thirty (30) days of receipt of said Franchise Fees.

**15.3** Each payment of Franchise Fees shall be accompanied by a schedule of revenues and shall be signed by an officer of the Franchisee.

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

**15.4.2** The Town may, at its option, set aside monies received in the form of Franchise Fees from Franchisee in order to offset any cost of the extension of Cable Service as pursuant to Section Sixteen of this Agreement. Any monies heretofore held by the Town under the terms and conditions of the previous Franchise Agreement for the purpose of offsetting the cost of construction shall be used to offset the cost of construction to low density areas in keeping with the formula found in Section Sixteen herein until such funds are fully expended.

#### SECTION SIXTEEN: LINE EXTENSIONS

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

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

(a) Those areas where cable television plant has been built without a contribution in aid of construction by subscribers;

(b) Those areas, if any, where the Franchisee is obligated by the terms of its Franchise to provide cable television service without a contribution in aid of construction by subscribers;

(c) Any area adjoining an area described in Sub-section (a) or (b) of this Section 16.2 and which contains dwelling units at a minimum of 25 dwelling units per linear mile of aerial cable;

(d) Any area adjoining an area described in Sub-sections (a) and (b) of this Section 16.2 and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in Sub-sections (a) and (b) of this Section 16.2. The average is to be determined by dividing the number of dwelling units in areas described in Sub-sections (a) and (b) of this Section 16.2 by the number of linear miles of cable in the same areas.

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

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

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

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

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

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

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

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

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

#### SECTION SEVENTEEN: NEW SUBDIVISIONS

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

#### **SECTION EIGHTEEN: ABANDONMENT**

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

#### SECTION NINETEEN: FORCE MAJEURE

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

## SECTION TWENTY: EFFECTIVE DATE

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

Signed this 10 day of December, 2003. TOWN OF FARMINGTON By: Theodore M. Fafinski, Supervisor TIME WARNER ENTERTAINMENT ADVANCE/NEWHOUSE PARTNERSHIP By: firey Hisseh, Division President

Appendix B Town of Farmington January 2003

-	Price	s and Packages	
<b>Cable Service Monthly Rates</b>		-	
Basic Service	\$12.34		
Standard Service	\$33.91		
Optional Services	1	Channel Selector(s) & Equipme	nt
HBO, Cinemax, Showtime,		Addressable Terminal	\$ 6.60 ea.
Starz, TMC	\$11.60 ea	Non-addressable selector	.88
Any 2 Premium Services	\$18.60	Remote Control	.35
Any 3 premium	\$25.60	Other Charges	
Any 4 premium	\$32.60	Service Protection Plan	\$ 1.00 per mn.
Any 5 premium	\$39.60	Wallfish (per outlet)	\$65.00
Encore Movie Pack	\$ 3.00	Transfer	\$19.95
Digital Programming/Services \$5.00 1 <sup>st</sup> out		Returned item charge	\$20.00
50 cents each additional outlet		Late charge	\$ 4.00
Digital Video Recorder Services	\$9.95	Lost, stolen, damaged \$62.80	- \$500.00
Pay-Per-View		equipment depending on model.	
Movies	\$3.95 ea	Lost, stolen, damaged \$8.2	20 - \$42.47
Spice or Pleasure	\$6.95	remote, depending on model	
Playboy	\$5.95	Vacation disconnect \$5	.00 per mn
Special Events	per event		
		period for a minimum of 30 da	ys
Primary Trip		and a maximum of 6 months	
Primary Installation (unwired)	\$37.64	10% Discount on Std Service	
Prewired Home	\$24.44	Must qualify for HEAP or	
Additional Outlet (unwired)	\$12.95 ea	Must receive both Medicaid	
Additional Outlet (prewired)	\$ 5.95 ea	and food stamps	
Special Trip			
Installation of Each Outlet	\$21.59		
Field Work/Truck Trip	\$21.82.		
Relocate Inside Line	\$14.02		
Service call/caused by customer and not covered by SPP	\$25.00		

# High Speed Online Service

Road Runner w/Basic cable only \$44.95		AOL/EarthLink or LocalNet \$44.95		
	AOL w/free roaming	\$54.95		
\$39.95	Home Networking/Wired	\$ 9.95		
Additional RR IP addresses (2) \$5.95 ea. per month				
no charge	HN Wireless installation	\$79.95		
\$24.95	Service call	\$50.00		
	ea. per month no charge	\$39.95AOL w/free roaming\$a. per monthHome Networking/WiredHN Wired installationHN Wireless installation		

Residential rates. Rates, offerings and packages subject to change. Franchise fees, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges, restrictions or requirements may apply. Basic Service is required to receive Standard Service. Basic and Standard and the Digital Terminal are required to receive Digital Cable Service. -Rates effective 2003