

Time Warner Cable
71 Mt. Hope Avenue
Rochester, NY 14620-1090
585-756-1000



June 21, 2002

99-V-0984

Ms. Janet Hand Deixler, Secretary
NYS Public Service Commission
Three Empire State Plaza, 19th Floor
Albany, NY 12223

Re: Application for Order Approving
Renewal for the Village of Attica

CERTIFIED MAIL

Dear Ms. Deixler:

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. A copy of the Application for Renewal prior to expiration mailed June 20, 2001.
2. A copy of Time Warner Communications' legal notice and Affidavit of Publication.
3. A copy of the Municipal legal notice and Affidavit of Publication.
4. A copy of the Municipal resolution.
5. A fully executed Franchise Agreement between the Company and the Municipality.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian B. Wirth'.

Brian B. Wirth
Vice President of Government and Public Affairs

BBW: adc

Enclosures

c: Thomas E. Adams, Division President w/o enc.
Ron Trybushyn, Government Affairs Manager
Douglas A. Post, Administrator

2002 JUN 24 PM 1:37

RECEIVED
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COMMISSION
OSEC-FILES-ALBANY



June 20, 2001

Douglas Post
Village Clerk
Village of Attica
9 Water Street
Attica, NY 14011

RE: Franchise Renewal Application Prior to
Expiration for the Village of Attica

CERTIFIED MAIL

Dear Mr. Post:

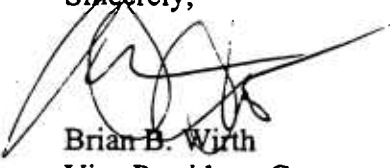
The Franchise Agreement between the Village of Attica and Time Warner Communications expires on April 7, 2002. Therefore, in accordance with Section 591.2 of the renewal provisions of the New York State Public Service Commission, which requires the Franchisee to file an application at least six months prior to the expiration, enclosed herewith, please find Time Warner Communications' renewal application. Also enclosed are the following:

- 1) A copy of the Company's notice of its intent to renew its Franchise with the Municipality dated July 6, 1999.
- 2) The Company's most current technical performance test.

Considering Time Warner Communications' past performance in the community, as well as the completion of our multi-million-dollar upgrade of the cable television system, we respectfully suggest that at a minimum, a ten-year (10) renewal term is warranted.

As always, should you have any questions with regard to the Company's application, or should you have any questions pertaining to the procedural requirements of the renewal, please feel free to call me at (716) 756-1325.

Sincerely,



Brian B. Wirth

Vice President, Government Affairs

BBW:adc

Enclosures

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

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is:
Time Warner Entertainment-Advance/Newhouse Partnership
2. Applicant does business under the following trade name or names:
Time Warner Communications
3. Applicant's mailing address is:
71 Mt. Hope Avenue, Rochester, NY 14620
4. Applicant's telephone number is
(716) 756-1000
5.
 - a. This application is for a renewal of operating rights in the Village of Attica.
 - 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
7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air-pickup, please so indicate): See Exhibit B
8. Applicant does X does not provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

There are 1200 hours available to air programming on Cable Channel 19. A full-time coordinator conducts video production workshops for members of the municipality and coordinates requests for airtime. The public has access to equipment. This channel has become popular in the last few years with church groups, college telecourses, sporting events etc. We also cablecast public service announcements from area organizations.

Programs and host programs have been produced for various non-profit organizations in the area. An updated community bulletin board airs on the access channel. This outlet is for not-for-profit organizations only. We produce championship sporting events, tournaments, and documentaries.

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

Basic Service

See Exhibit C

Programming Tiers

Primary residential connections:

Secondary residential connections:

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

In the municipalities specified in Question 5 (b) See Exhibit A

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

During the past few years, the Company has spent approximately \$62 million expanding and upgrading its cable television system throughout the Company's regional service area. During this time, the microwave feed serving this community was eliminated and replaced with state-of-the-art fiber optic technology that connects the various hub sites operated by the Company. This project has resulted in enhancing system performance and improving reliability.

The upgrade in the Batavia System is complete. Channel capacity has been increased and system performance and technical reliability is improved. By deploying superior technology throughout the system, we are able to offer increased programming choices and services to our customers in this community.

We have upgraded approximately 1,869 miles of plant in the Batavia System in keeping with our Social Contract with the FCC. We have the capability of providing at least 170 channels of programming to Time Warner Communications' 300,000 customers throughout the entire Rochester Division. The upgraded regional cable television system serving this community employs a fiber-optic backbone and is designed to a capacity of 750 MHz.

The system upgrade also enables customers to fully utilize the exciting benefits of the most advanced in-home equipment available. New sophisticated "home terminals" allow for greater choice and flexibility in selecting programming services and access to interactive services. With this terminal, Time Warner Communications' customers can order movies and events at the touch of a button. In addition to providing an interactive programming guide, the terminal will provide customers with the option of blocking out programming they don't want their children to view through the parental control feature.

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

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

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

Yes X No

b. Current Annual Financial Report?

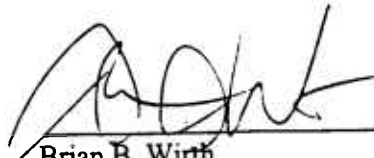
Yes X No

If answer to any of above is negative, explain.

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

No

7/20/01
Date



Brian B. Wirth
Vice President of Government and Public Affairs

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

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

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000 check</u>
Akron V	965	907	839	252	8	0
Alabama T Tri-Co	901	203	189	80	0	0
Albion T	967	279	253	193	7	8.62
Albion V	966	1829	1654	998	27	5.18
Alden T	968	1517	1430	371	5	2.07
Alden V	969	757	713	238	6	0
Alexander T	902	220	200	80	1	0
Alexander V	903	120	115	33	2	0
Attica T	905	111	100	46	3	.04
Attica V	904	883	780	309	13	0
Avon T	906	704	651	296	8	4.79
Avon V	907	913	836	297	7	.17
Barre T	970	279	266	143	0	12.24
Batavia C	909	5107	4695	2025	65	0
Batavia T	908	1719	1583	600	22	.0
Bennington T	971	749	722	254	5	.10
Bergen T	910	344	320	150	0	.59

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000 check</u>
Bergen V	911	287	262	100	2	0
Bethany T	912	248	240	88	0	2.45
Caledonia T	914	280	262	127	1	03.78
Caledonia V	913	663	633	287	9	0
Caneadea T	501	350	350	48	1	0
Carlton T	972	787	746	109	3	.0
Castile T	916	202	182	56	1	.09
Castile V	915	364	331	111	0	0
Conesus T	918	372	309	161	2	3.02
Corfu V	919	262	242	128	4	.18
Covington T	920	148	136	79	0	0
Darien T	973	597	573	252	3	.17
Elba T	921	150	139	59	0	1.18
Elba V	922	193	183	82	2	0
Gaines T	974	514	480	252	2	1.22
Gainesville T	923	81	72	42	0	0
Gainesville V	924	86	82	49	1	.04
Genesee Falls T	925	66	61	23	2	0
Geneseo T	926	331	297	162	0	1.02

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000 check</u>
Geneseo V	927	1393	1257	405	22	.39
Groveland T	928	90	86	38	1	0
Hartland T	975	488	460	284	4	0
Honeoye Falls V	929	765	689	198	5	0
Hume T	500	260	260	95	0	.12
Java T	930	306	271	89	2	0
Kendall T	976	742	695	411	1	7.69
Leicester T	931	362	332	180	4	.22
Leicester V	932	145	127	55	0	0
Leroy T	934	557	528	221	3	0
Leroy V	933	1357	1270	512	18	0
Lima T	936	215	196	99	2	7.58
Lima V	935	443	397	166	3	.06
Livonia T	937	1405	1247	550	7	10.46
Livonia V	938	428	390	178	5	.64
Lyndonville V	977	243	220	111	2	0
Marilla T	978	1242	1172	328	0	.21
Medina V	979	1862	1691	1009	20	0
Mendon T	939	1024	936	388	4	3.43

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000 check</u>
Middlebury T	940	59	55	22	0	0
Middleport V	980	541	499	238	5	0
Mount Morris T	941	79	73	33	0	0
Mount Morris V	942	1074	974	461	13	
Newstead T	981	938	867	238	3	.20
Nunda T	943	146	130	51	1	.14
Nunda V	944	413	375	143	6	0
Oakfield T	946	232	219	126	0	2.77
Oakfield V	945	475	428	215	3	0
Orangeville T	947	47	43	6	0	0
Pavilion T	948	270	250	88	1	0
Pembroke T	949	642	606	280	2	.25
Perry T	952	132	114	42	1	.07
Perry V	951	1164	1077	463	14	0
Pike T	954	31	29	4	0	0
Pike V	953	84	75	31	0	0
Portage T	955	80	73	37	0	0
Ridgeway T	982	521	493	334	2	5.99
Royalton T	983	1042	969	405	8	0

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers</u>	<u>Tier Subscribers</u>	<u>Pay Subscribers</u>	<u>Commercial Subscribers</u>	<u>Miles Built in 2000 check</u>
Rush T	956	681	628	270	1	3.67
Scottsville V	957	587	561	253	3	0
Shelby T	985	337	315	178	3	2.52
Sheldon T	986	350	328	111	3	0
Silver Springs V	958	311	292	133	5	0
Stafford T	959	419	391	175	2	1.53
Warsaw T	141	217	216	25	0	28.80
Warsaw V	140	1294	1250	205	21	.05
West Bloomfield T	960	459	429	218	2	10.80
Wheatland T	961	575	542	248	3	0
Wyoming V	962	133	124	55	4	0
Yates T	987	162	139	124	0	0
York T	963	511	488	181	4	.39

New Batavia Genesee/Wyoming Lineup

■ 2 WGRZ (Ch 2) Buff. NBC	■ 69 The Golf Channel	⊕ 260 Showtime
■ 3 WNED (Ch 17) Buff. PBS	■ 70 Oxygen	⊕ 261 Showtime 2
■ 4 WIVB (Ch 4) Buff. CBS	■ 71 SoapNet	⊕ 262 Showtime Showcase
■ 5 WNYO (Ch 49) Buff. WB	■ 72 We: Women's Entertainment	⊕ 263 Showtime Extreme
■ 6 WUTV (Ch 29) Buff. FOX	★ 73 HBO	⊕ 264 Showtime Beyond
■ 7 WKBW (Ch 7) Buff. ABC	★ 74 HBO Plus	⊕ 265 Sundance
■ 8 WROC (Ch 8) Roch. CBS	★ 75 HBO Signature	⊕ 267 Showtime Next
■ 9 Government Access	★ 76 Cinemax	⊕ 268 Showtime Family Zone
■ 10 WHEC (Ch 10) Roch. NBC	★ 77 MoreMax	⊕ 269 Showtime Women
■ 11 WXXI (Ch 21) Roch. PBS	★ 78 Showtime	⊕ 270 Showtime West
■ 12 WUHF (Ch 31) Roch. FOX	★ 79 The Movie Channel	⊕ 280 The Movie Channel
■ 13 WOKR (Ch 13) Roch. ABC	★ 80 AXS Pay-Per-View 1	⊕ 281 The Movie Channel 2
■ 14 R News	★ 81 AXS Pay-Per-View 2	⊕ 282 Flix
■ 15 TBS	★ 82 Playboy TV Pay-Per-View	⊕ 290 Starz
■ 16 WNYB (Ch 26) TBN	★ 83 Spice Pay-Per-View	⊕ 291 Starz Theatre
■ 17 PAX TV	■ 98 Leased Access	⊕ 292 Starz BET Movies
■ 18 Educational Access	Digital Programming	⊕ 293 Starz Family
■ 19 Community Access	⊕ 100 Style	⊕ 294 Starz Cinema
■ 20 QVC	⊕ 101 Game Show Network	Digital Pay-Per-View
■ 21 The Learning Channel	⊕ 102 The Health Network	⊕ 300 INDEMAND Previews
■ 22 The Weather Channel	⊕ 103 Ovation	⊕ 301-331 INDEMAND PPV. (31)
■ 23 C-Span	⊕ 104 BET on Jazz	⊕ 350 Playboy TV Pay-Per-View
■ 24 TNT	⊕ 105 MTV2	⊕ 351 Spice Pay-Per-View
■ 25 The Discovery Channel	⊕ 106 FOX Movie Channel	⊕ 352 Spice 2 Pay-Per-View
■ 26 ESPN Classic Sports	⊕ 107 Lifetime Movie Network	⊕ 353 Pleasure Pay-Per-View
■ 27 CNN	⊕ 108 BBC America	⊕ 501-599 Seasonal Sports PPV
■ 28 Headline News	⊕ 109 C-Span-III	Digital Music Choice
■ 29 ESPN	⊕ 111 Bloomberg News	⊕ 401 Showcase I
■ 30 ESPN2	⊕ 112 Trio	⊕ 402 Showcase II
■ 31 CNN/NI	⊕ 113 NewsWorld International	⊕ 403 Origenis
■ 32 Madison Square Garden	⊕ 130 Speedvision	⊕ 404 New Releases
■ 33 Empire Sports Network	⊕ 131 ESPN Classic Sports	⊕ 405 American Originals
■ 34 USA Network	⊕ 132 Outdoor Channel	⊕ 406 Sounds of The Season
■ 35 Lifetime	⊕ 133 FOX Sports World	⊕ 407 For Kids Only
■ 36 E! Entertainment	⊕ 134 ESPNEWS Network	⊕ 408 World Beat
■ 37 Comedy Central	⊕ 150 Discovery Wings	⊕ 409 Body & Soul
■ 38 Home Shopping Network	⊕ 151 Discovery Science	⊕ 410 Classic R&B
■ 39 CNNfn	⊕ 152 Discovery Health	⊕ 411 R&B Hits
■ 40 CNBC	⊕ 153 Discovery Kids	⊕ 412 Dance
■ 41 Court TV	⊕ 154 Noggin	⊕ 413 Rap
■ 42 FOX News Channel	⊕ 155 Toon Disney	⊕ 414 Metal
■ 43 MSNBC	⊕ 179 Encore	⊕ 415 Alternative Rock
■ 44 Home & Garden TV	⊕ 201 Disney Channel 2	⊕ 416 Progressive
■ 45 Food Network	Digital Premium Channels	⊕ 417 Classic Rock
■ 46 EWTN	⊕ 180 Encore Western	⊕ 418 Rock Hits
■ 47 The Travel Channel	⊕ 181 Encore Love Stories	⊕ 419 Soft Rock
■ 48 A&E	⊕ 182 Encore Mystery	⊕ 420 Hit List
■ 49 The History Channel	⊕ 183 Encore Action	⊕ 421 80's
■ 50 Bravo	⊕ 184 Encore True Stories	⊕ 422 70's
■ 51 Movieplex	⊕ 185 Encore WAM	⊕ 423 Solid Gold Oldies
■ 52 TV Land	⊕ 186 Encore West	⊕ 424 Today's Country
■ 53 American Movie Classics	⊕ 220 HBO	⊕ 425 Classic Country
■ 54 Turner Classic Movies	⊕ 221 HBO Plus	⊕ 426 Big Band
■ 55 The National Network	⊕ 222 HBO Signature	⊕ 427 Singers and Standards
■ 56 Country Music Television	⊕ 223 HBO Family	⊕ 428 Easy Listening
■ 57 MTV	⊕ 224 HBO Comedy	⊕ 429 Classical Masterpieces
■ 58 VH-1	⊕ 225 HBO Zone	⊕ 430 Light Classical
■ 59 Sci-Fi Channel	⊕ 227 HBO Latino	⊕ 431 Atmospheres
■ 60 BET	⊕ 228 HBO West	⊕ 432 Light Jazz
■ 61 Univision	⊕ 240 Cinemax	⊕ 433 Jazz
■ 62 Animal Planet	⊕ 241 MoreMAX	⊕ 434 Blues
■ 63 Cartoon Network	⊕ 242 ActionMAX	⊕ 435 Gospel
■ 64 Nickelodeon	⊕ 243 ThrillerMAX	⊕ 436 Contemporary Christian
■ 65 FOX Family Channel	⊕ 244 WMAX	⊕ 437 Musica Latina
■ 66 ValueVision	⊕ 245 @MAX	⊕ 438 Tropical
■ 67 FX	⊕ 246 5-StarMAX	⊕ 439 Mexicana
■ 68 The Disney Channel	⊕ 247 OuterMAX	⊕ 440 Tejano



TIME WARNER
COMMUNICATIONS

www.twrochester.com

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

Exhibit C
Village of Attica

Prices and Packages			
Monthly Cable Service			
Basic Service		\$12.00	
Standard Service		\$28.66	
Digital Programming/Services		\$5.00 1 st outlet, \$1.50 ea. additional outlet	
*Premium Services			
HBO, Showtime, The Movie Channel,		\$11.60 ea.	
Cinemax, Starz			
Pay-Per-View Movies		\$ 3.95 ea.	
Playboy Pay-Per-View		\$ 5.95 (4 hour Blocks)	
Spice, Pleasure Pay Per View		\$ 6.95 ea.	
Special events		Per event	
Channel Selector(s) & Equipment		Other Charges	
Addressable		\$ 3.99 ea.	
Non-Addressable	\$.88	Cable Guide	\$ 2.00
Remote Control	\$.37	Service Protection Plan	\$ 1.00
Primary Trip		Wallfish (per wall)	\$ 65.00
Primary Installation (unwired)	\$37.64	Transfer	\$ 19.95
Prewired Home	\$24.44	Returned check charge	\$ 20.00
Additional Outlet (unwired)	\$23.52 ea.	Late charge	\$ 4.00
Relocate Line	\$14.02	Lost, stolen, damaged selector, depending on model	\$62.80-\$500
Special Trip		Lost, stolen, damaged remote, depending on model.	\$ 8.20-\$42.47
Installation of Each Outlet	\$21.59	Vacation disconnect (eligible once during a 12 month period for a minimum of 30 days and a maximum of 6 months.)	\$ 5.00 per mn.
Field Work/Truck Trip	\$21.82		
Service call/caused by customer and not covered by SPP	\$25.00		

Road Runner Online Service

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

Residential rates. Rates, offerings and packages subject to change. Franchise fees, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges may apply. Rates for programming services and/or packages of programming services associated with promotional offers, or rates for packages previously offered, may apply. Basic Service is required to receive Standard Service. *Special equipment required. 7/01



July 6, 1999

Honorable Farris S. Heimann, Mayor
Village of Attica
9 Water Street
Attica, NY 14011

VIA Certified Mail

Dear Mayor Heimann:

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

Time Warner Communications current Certificate of Confirmation issued by the NYS Public Service Commission on behalf of the Village expires on April 16, 2002. In order to comply with both Federal and State requirements, Time Warner Communications hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C. 546 (a).

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

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

Sincerely,


Brian B. With
Vice President, Government Affairs

BBW:adc

Enclosure

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

TIME WARNER COMMUNICATIONS

FCC TECHNICAL STANDARDS TESTING

(PROOF OF PERFORMANCE)

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

SYSTEM NAME: **Time Warner Comm**

LOCATION: **29 Cedar St**
Batavia, NY

HEADEND/HUB SITE: **Stafford/Attica**

TESTED BY: **Thomas C. Perl**

Site: 2696 W. Main St, Attica NY

Channel Table: stafdig1.cht

View Sequence Filter is On

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)
2 55.25	6.7	-16.2	
3 61.25	6.6	-15.3	
4 67.25	7.5	-15.9	
5 77.25	8.6	-16.5	
6 83.25	8.2	-14.4	
105-Dat 105			-1.1
98-A2 109.25	9.1	-19.9 **	
99-A1 115.25	8.7	-14.8	
14-A+ 121.2625	9.2	-15.6	
15-B+ 127.2625	9.4	-15.9	
16-C+ 133.2625	9.6	-15.9	
17-D 139.25	10.2	-16.9 *	
18-E 145.25	10.3	-23.2 **	
19-F 151.325	14.8	-29.7 **	
20-G 157.25	10.1	-14.3	
21-H 163.25	10.7	-14.6	
22-I 169.25	12.1	-15.3	
7 175.25	12.8	-15.3	
8 181.25	12.4	-15.7	
9 187.25	13.1	-14.6	
10 193.25	12.6	-13.9	
11 199.25	13.4	-15.9	
12 205.25	13.2	-15.4	
13 211.25	12.8	-16.2	
23-J 217.25	13.1	-15.5	
24-K 223.25	12.2	-15	
25-L+ 229.2625	12.9	-15.6	

Site: 2696 W. Main St, Attica NY

Channel Table: stafdig1.cht

View Sequence Filter is On

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)
26-M+ 235.2625	12.7	-15.6	
27-N+ 241.2625	12.1	-15.3	
28-O+ 247.2625	12.2	-15.2	
29-P+ 253.2625	12.7	-15.2	
30-Q+ 259.2625	12.5	-14.7	
31-R+ 265.2625	13.4	-15.3	
32-S+ 271.2625	13.5	-15.3	
33-T+ 277.2625	13.8	-16.2	
34-U+ 283.2625	14.1	-14.9	
35-V+ 289.2625	13.8	-15.4	
36-W+ 295.2625	14.3	-15.8	
37-AA+ 301.2625	14.7	-15.5	
38-BB+ 307.2625	14	-16.3	
39-CC+ 313.2625	13.8	-15.7	
40-DD+ 319.2625	13.9	-15.5	
41-EE+ 325.2625	13.7	-15.7	
42-FF+ 331.275	14.2	-16.2	
43-GG+ 337.2625	13.5	-15	
44-HH+ 343.2625	13.5	-17.2 **	
45-II+ 349.2625	12.6	-16	
46-JJ+ 355.2625	11.9	-15.1	
47-KK+ 361.2625	12.4	-16.1	
48-LL+ 367.2625	11.8	-14.3	
49-MM+ 373.2625	11.7	-16.4	
50-NN+ 379.2625	11.3	-16.1	
51-OO+ 385.2625	11.4	-16.3	
52-PP+ 391.2625	11	-15.4	

Site: 2696 W. Main St, Attica NY

Channel Table: stafdig1.cht

View Sequence Filter is On

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)
53-QQ+ 397.2625	11.6	-15.6	
54-RR 403.25	10.8	-14.8	
55-SS 409.25	12.2	-16.9 *	
56-TT 415.25	11.9	-14.9	
57-UU 421.25	12	-15.2	
58-VV 427.25	13.4	-16.2	
59-WW 433.25	12.6	-15.2	
60-XX 439.25	12.6	-16.1	
61-YY 445.25	12.7	-14.8	
62-ZZ 451.25	13	-16.1	
63-AAA 457.25	13.9	-16.1	
64-BBB 463.25	13.6	-14.9	
65-CCC 469.25	12.8	-13.9	
66-DDD 475.25	16.2	-18.5 **	
67-EEE 481.25	13.6	-15.1	
68-FFF 487.25	16	-17.5 **	
69-GGG 493.25	15.3	-16.3	
70-HHH 499.25	14.3	-15.8	
71-III 505.25	16.1	-17.9 **	
72-JJJ 511.25	14.6	-16.5	
73-KKK 517.25	13.8	-15.6	
74-LLL 523.25	13.5	-14.9	
75-MMM 529.25	14.8	-16.3	
76-NNN 535.25	11.4	-14.9	
77-OOO 541.25	14	-15.5	
78-PPP 547.25	12.8	-14.9	
79-Dig 555			1.8

Site: 2696 W. Main St, Attica NY

Channel Table: stafdig1.cht

View Sequence Filter is On

	Visual Carrier Lev (dBmV)	Aural Carrier Lev (dBc)	Average Power (dBmV)
80-Dig 561			1.4
81-Dig 567			0
82-Dig 573			2
83-Dig 579			2.6
84-Dig 585			2.9
85-Dig 591			3.1
86-Dig 597			3
87-Dig 603			3
88-Dig 609			1.8
90-Dig 621			2.6
91-Dig 627			3
92-Dig 633			1.5
116 745.25	16.3	-15.5	



PROOF OF PERFORMANCE

CARRIER-TO-NOISE TEST

FCC 76.605(a)(7)

System Name: Time Warner Communications

Test date: 1/24/01

Headend: Stafford

Hub: Stafford

Site Location: 2696 W Main St, Attica NY

Trunk cascade: 5

C/N std.: 43.0 (dB)

LE cascade: 2

Fiber Trans: 1

Fiber Node: 1 Node 385

Chan.	Measured C/N (dBmV)	Calc. C/N Ratio	Deviation from std. (dB)	Chan.	Measured C/N (dBmV)	Calc. C/N Ratio	Deviation from std. (dB)	Chan.	Measured C/N (dBmV)	Calc. C/N Ratio	Deviation from std. (dB)
enter				enter				enter			
2	48.1		5.1	N/27			0.0	QQ/53			0.0
3			0.0	O/28	47.0		4.0	RR/54			0.0
4	48.0		5.0	P/29			0.0	SS/55			0.0
5	47.6		4.6	Q/30			0.0	TT/56	46.5		3.5
6			0.0	R/31			0.0	UU/57			0.0
A-2/98			0.0	S/32			0.0	VV/58			0.0
A-1/99			0.0	T/33			0.0	WW/59			0.0
A/14			0.0	U/34	48.2		5.2	XX/60	48.2		5.2
B/15			0.0	V/35			0.0	YY/61			0.0
C/16			0.0	W/36			0.0	ZZ/62			0.0
D/17	48.5		5.5	AA/37			0.0	AAA/63			0.0
E/18			0.0	BB/38	46.1		3.1	BBB/64	48.2		5.2
F/19			0.0	CC/39			0.0	CCC/65			0.0
G/20			0.0	DD/40			0.0	DDD/66			0.0
H/21			0.0	EE/41			0.0	EEE/67			0.0
I/22			0.0	FF/42			0.0	FFF/68			0.0
7			0.0	GG/43			0.0	GGG/69			0.0
8			0.0	HH/44	46.0		3.0	HHH/70			0.0
9			0.0	II/45			0.0	III/71			0.0
10	48.2		5.2	JJ/46			0.0	JJJ/72			0.0
11			0.0	KK/47			0.0	KKK/73			0.0
12			0.0	LL/48	45.3		2.3	LLL/74			0.0
13			0.0	MM/49			0.0	MMM/75			0.0
J/23			0.0	NN/50			0.0	NNN/76			0.0
K/24	47.2		4.2	OO/51			0.0	OOO/77			0.0
L/25			0.0	PP/52			0.0	PPP/78			0.0
M/26			0.0				0.0				0.0

NOTES: Used SLM to measure C/N

Time Warner Communications Proof of Performance Amplitude Characteristics

System: Time Warner Communications

HeadEnd Location: Stafford

Test Point: #2

Location: 2696 W Main St. Attica NY

Eng/Tech: Tom Perl

Date: 1/24/01

Initials:

(FCC Amplitude Requirements are $\pm 2\text{dB}$)

	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel	ref.in						
4	dev.out	59	65	64	70	61	
	diff.in/out	0.59	0.65	0.64	0.7	0.61	0
	20log	-4.58296	-3.74173	-3.8764	-3.09804	-4.2934	0
	pv measurment	1.484921	(dB) or +/-		0.74246	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel	ref.in						
10	dev.out	60	71	70	71	65	
	diff.in/out	0.6	0.71	0.7	0.71	0.65	0
	20log	-4.43697	-2.97483	-3.09804	-2.97483	-3.74173	0
	pv measurment	1.462142	db or +/-		0.731071	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel	ref.in						
17	dev.out	69	72	3	72	66	
	diff.in/out	0.69	0.72	0.03	0.72	0.66	0
	20log	-3.22302	-2.85335	-30.4576	-2.85335	-3.60912	0
	pv measurment	27.60422	db or +/-		13.80211	(db)	**FAIL**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel	ref.in						
24	dev.out	52	56	53	42	35	
	diff.in/out	0.52	0.56	0.53	0.42	0.35	0
	20log	-5.67993	-5.03624	-5.51448	-7.53501	-9.11864	0
	pv measurment	4.0824	db or +/-		2.0412	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel	ref.in						
28	dev.out	51	56	59	61	51	
	diff.in/out	0.51	0.56	0.59	0.61	0.51	0
	20log	-5.8486	-5.03624	-4.58296	-4.2934	-5.8486	0
	pv measurment	1.555193	db or +/-		0.777597	(db)	**PASS**

Time Warner Communications

Proof of Performance

Amplitude Characteristics

System: Time Warner Communications
 HeadEnd Location: Stafford
 Test Point: #2
 Location: 2696 W Main St, Attica NY
 (FCC Amplitude Requirements are + / - 2dB)

Eng/Tech: Tom Perl
 Date: 1/24/01
 Initials: _____

	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
34	ref.in						
	dev.out	52	53	50	49	42	
	diff.in/out	0.52	0.53	0.5	0.49	0.42	0
	20log	-5.67993	-5.51448	-6.0206	-6.19608	-7.53501	0
	pv measurment	2.020532	db or	+/-	1.010266	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
38	ref.in						
	dev.out	58	69	72	77	69	
	diff.in/out	0.58	0.69	0.72	0.77	0.69	0
	20log	-4.73144	-3.22302	-2.85335	-2.27019	-3.22302	0
	pv measurment	2.461255	db or	+/-	1.230627	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
44	ref.in						
	dev.out	59	58	58	57	52	
	diff.in/out	0.59	0.58	0.58	0.57	0.52	0
	20log	-4.58296	-4.73144	-4.73144	-4.8825	-5.67993	0
	pv measurment	1.096973	db or	+/-	0.548487	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
48	ref.in						
	dev.out	55	59	58	58	52	
	diff.in/out	0.55	0.59	0.58	0.58	0.52	0
	20log	-5.19275	-4.58296	-4.73144	-4.73144	-5.67993	0
	pv measurment	1.096973	db or	+/-	0.548487	(db)	**PASS**
	multiburst	0.5	1	2	3	3.58	4.1
		enter	enter	enter	enter	enter	enter
channel							
56	ref.in						
	dev.out	61	60	58	52	47	
	diff.in/out	0.61	0.6	0.58	0.52	0.47	0
	20log	-4.2934	-4.43697	-4.73144	-5.67993	-6.55804	0
	pv measurment	2.26464	db or	+/-	1.13232	(db)	**PASS**

Time Warner Communications Proof of Performance Amplitude Characteristics

System: Time Warner Communications

HeadEnd Location: Stafford

Test Point: #2

Location: 2696 W Main St, Attica NY

(FCC Amplitude Requirements are $\pm 2\text{dB}$)

Eng/Tech: Tom Perl

Date: 1/24/01

Initials:

		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
channel	60	ref.in						
		dev.out	62	70	65	53	44	
		diff.in/out	0.62	0.7	0.65	0.53	0.44	0
		20log	-4.15217	-3.09804	-3.74173	-5.51448	-7.13095	0
		pv measurment	4.032907	db or	+/-	2.016454	(db)	**PASS**
		multiburst	0.5	1	2	3	3.58	4.1
			enter	enter	enter	enter	enter	enter
channel	64	ref.in						
		dev.out	57	68	64	64	61	
		diff.in/out	0.57	0.68	0.64	0.64	0.61	0
		20log	-4.8825	-3.34982	-3.8764	-3.8764	-4.2934	0
		pv measurment	1.532681	db or	+/-	0.766341	(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	0
		pv measurment	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						
		dev.out						
		diff.in/out	0	0	0	0	0	0
		20log	0	0	0	0	0	0
		pv measurment	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						
		dev.out						
		diff.in/out	0	0	0	0	0	0
		20log	0	0	0	0	0	0
		pv measurment	0	db or	+/-	0	(db)	**PASS**

Time Warner Communications

Proof of Performance

Coherent Distortions

System: Time Warner Communications
 HeadEnd Location: Stafford
 Test Point: #2
 Location: 2696 W Main St, Attica NY
 Pole#: NM 39 / NYT 136
 Cascade: Node: 1 (#385) Trunk: 5 Le's: 2

Eng/Tech: Tom Perl
 Date: 1/24/01
 Initials: _____
 No. of Active Channels: 94

channel: <u>99</u>		Level (dB)
Freq. Relative To Visual Carrier:	<u>1.42</u> (Mhz) for CSO/IM	<u>51.3</u>
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____
channel: <u>89</u>		Level (dB)
Freq. Relative To Visual Carrier:	<u>2.3</u> (Mhz) for CSO/IM	<u>51</u>
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____
channel: <u>72</u>		Level (dB)
Freq. Relative To Visual Carrier:	<u>1.98</u> (Mhz) for CSO/IM	<u>53.3</u>
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____
channel: _____		Level (dB)
Freq. Relative To Visual Carrier:	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____
channel: _____		Level (dB)
Freq. Relative To Visual Carrier:	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____
channel: _____		Level (dB)
Freq. Relative To Visual Carrier:	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CSO/IM	_____
	_____ (Mhz) for CTB	_____
	_____ (Khz) for CO-CH	_____

Time Warner Communications

Proof of Performance

Color Characteristics

System: Time Warner Communications
 HeadEnd Location: Stafford
 Test Point: #2
 Location: 2696 W Main St, Attica NY

Eng/Tech: Tom Perl
 Date: 1/24/01
 Initials: _____

Chroma-Luminance				Differential Gain		Differential Phase	
	Channel	Reading	Diff. 170 ns	Reading	Diff. 20%	Reading	Diff. 10°
1	4	-34.9	204.9	2.6	-17.4	3.6	-6.4
2	10	99.3	-70.7	5.1	-14.9	13.3	3.3
3	17	-3.9	173.9	7.2	-12.8	2.2	-7.8
4	24	-102.3	272.3	6.7	-13.3	7.2	-2.8
5	28	-12.4	182.4	6.7	-13.3	5.3	-4.7
6	34	-90.6	260.6	5.1	-14.9	3.8	-6.2
7	38	-83.1	253.1	4.4	-15.6	6.6	-3.4
8	44	-138.1	308.1	8.9	-11.1	5.4	-4.6
9	48	-61.3	231.3	3.5	-16.5	2.8	-7.2
10	56	-152.2	322.2	8.6	-11.4	9.7	-0.3
11	60	107.4	-62.6	6.9	87.4	5.1	97.4
12	64	-76	246	7.5	96	2.3	86

Notes: _____

BATAVIA NEWSPAPERS CORPORATION
The Daily News
Batavia, New York
AFFADAVIT OF PUBLICATION

BATAVIA NEWSPAPERS CORPORATION

ACCOUNTS PAYABLE
TIME WARNER
71 MT HOPE AVE
ROCHESTER NY 14620

REFERENCE: 62970
332985 #123 RENEWAL APPLICA

STATE OF NEW YORK }
 } ss.:
GENESEE COUNTY }

Linda Dixon being duly sworn, deposes and says that she is Legal Billing Clerk of Batavia Newspapers Corporation, Publishers of "The Daily News," a newspaper printed and published in Batavia, and that a notice, of which the annexed is a copy, was duly printed and published in said Newspaper.

LEGAL NOTICE

Time Warner Entertainment-Advance/Newhouse Partnership, 71 Mt. Hope Avenue, Rochester, NY 14620, has filed an Application for Renewal of its cable television franchise with the Village of Attica according to the rules of the NYS Public Service Commission.

Any interested person may file comments with respect to the application with the Village Clerk's Office, 9 Water Street, Attica, NY 14011.

The application and all comments are available for public inspection during normal business hours at the clerk's office.
(123.)

PUBLISHED ON: 08/01 08/08

Linda Dixon

TOTAL COST: 22.68
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AD SPACE: 28 LINE

Sworn to and subscribed before me the }
15th day of *August*, 2001 }

Rebecca L. Nichols

REBECCA L. NICHOLS
Notary Public, State of N.Y., Genesee Co.
My Commission Expires January 31, 20 *03*

BATAVIA NEWSPAPERS CORPORATION

REBECCA L. NICHOLS
Notary Public, State of N.Y., Genesee Co.
My Commission Expires January 31, 2023

Village Of Attica

Est. 1837

9 Water Street

Attica, NY 14011

Mayor Lynn Tedford

Trustees: William Lepsch, Edward Harding, John Perry, Evelyn Barraclough

Officers: Douglas A. Post Administrator/Clerk/Treasurer, Gail Wysko Deputy Clerk

(716) 591-0898 fax 591-3359 www.attica.org e-mail-atticav@eznet.net

Board Meeting March 20, 2002

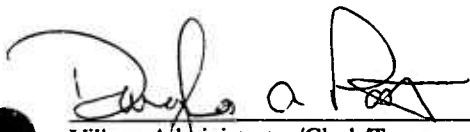
**Members present Mayor Lynn Tedford, Trustees Evelyn Barraclough, Edward Harding
John Perry and William Lepsch**

Motion was made by Trustee Barraclough seconded by Trustee Perry that the Board of Trustees closes the public hearing at 8:10 PM after hearing from all interested parties regarding the request by Time Warner Communications for renewal of the franchise agreement. The board of Trustees approves the franchise agreement and approves Mayor Tedford to sign such agreement.

On the call of the roll, the vote was as follows: Lepsch abstain; Harding no; Perry yes; Barraclough yes; Tedford yes.

The motion was declared and carried.

Certified Extract of Board minutes



Village Administrator/Clerk/Treasurer
Douglas A. Post

VILLAGE OF ATTICA

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

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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 VILLAGE of ATTICA (hereinafter "Village") and setting terms and conditions herein.

WHEREAS, Franchisees' technical ability, financial condition and character were considered in a full public proceeding of the Village Board of Trustees (hereinafter Board) affording due process and culminating in a public hearing on 3/20/02, 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 Village for an initial term of ten (10) 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 Village Board of Trustees.

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 Village 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 Village, including any area annexed thereto.

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

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

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

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

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

1.15 "Village" means all the territory within the present and future boundaries of the Village of Attica.

SECTION TWO: GRANT OF AUTHORITY

2.1 There is hereby granted by the Village 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 Village, in order to provide Cable Service to its Subscribers within the Village. In consideration for such right and privilege, the Franchisee shall pay to the Village a Franchise Fee pursuant to Section 15 herein.

2.2 The Village 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 Village 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 Village.

2.3 Any grant of a subsequent franchise by the Village 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 ten (10) years from the approval by the Village, acceptance by the Franchisee, and formal approval by the New York State Public Service Commission. The Franchisee may, by notice to the Village and the New York State Public Service Commission, extend the term of this Agreement for an additional five (5) years pursuant to the procedures established by applicable Federal and State Laws, Rules and Regulations.

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 Village 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 Village, 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 Village 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 Village to assert its rights to be indemnified and held harmless, the Village 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 In the event the Village, in its sole discretion, determines that its interests cannot be represented in good faith by Franchisee, Franchisee shall pay all expenses incurred by the Village in defending itself with regard to all damages and penalties mentioned in paragraph A above. These expenses shall include all out-of-pocket expenses incurred by the Village, such as attorney's fees and costs.

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

5.5 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 Village 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.

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

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

5.6 A certificate evidencing the insurance coverage herein provided shall be filed by the Franchisee with the Village 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 Village of the intention to cancel at least thirty (30) days prior to such cancellation.

SECTION SIX: RIGHTS RESERVED BY THE VILLAGE

6.1 The right is hereby reserved by the Village 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 Village, 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 The Village and the Franchisee agree that Franchisee's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers. The Village will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided the Franchisee has advised the Village of the confidential nature of the information. In the event that the Village receives a request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Village 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 Village, 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 Village 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 Village or any of its employees or agents, and notwithstanding any other provision to the contrary in the Franchise, the Village 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 Village through its Mayor 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 Village Board.

SECTION EIGHT: TERMINATION OF FRANCHISE

This Franchise shall terminate only at the expiration of the term or renewal term (and denial of any renewal) as set forth in Section 2.4 herein or prior thereto if the Public Service Commission orders its termination pursuant to Section 227 of the Public Service Law.

SECTION NINE: FRANCHISE RENEWAL

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

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

SECTION TEN: RATES

10.1 The Franchisee may establish the rates and charges for Cable Television Service, installations, and equipment as it deems appropriate in the area served. These rates and charges shall be subject to the approval of the Village 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. All poles, cables, wires, conduit, or appurtenances shall be constructed and erected in a workmanlike manner pursuant to the then current National Electric Safety Code.

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 Village.

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 outside of the Franchisee's service area, then and only then shall the Village 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.

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 Village of all major construction, reconstruction or relocation of any part of the Cable Television System within the Village, 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 Village. The Village 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 Village, 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 Village, whenever or wherever the installation is found to materially interfere with the Village's streets, roads, street grade, sewer or water installations, or other public conveniences, or any proposed changes thereof or extensions thereto, unless the Village'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 and maintained 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.

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

13.3 The Franchisee will repair all damage to Village 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, not to exceed thirty (30) days from the date such damage occurred or notice was received by the Franchisee from the Village. Such thirty (30) day period shall be extended due to weather conditions which may interfere with said restoration and/or repair. The Village may extend such time within which the Franchisee may complete such restoration and/or repair upon written request by the Franchisee to the Village.

13.4 The Franchisee shall, upon request of any private party holding a valid permit from the appropriate Village 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 Village, 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 Village 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 Village 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 excess of four (4) continuous hours to any subscriber who applies for it either by written or oral notice. Such credit shall be calculated in accordance with 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, as well as with all industry codes of good practice, that regulate the Franchisee's consumer protection, customer service standards or the technological standards to be met by the Cable Television System.

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

14.5.1 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 April 30 of each year hereof, 5 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.

15.2 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.

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

15.4 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.

SECTION SIXTEEN: LINE EXTENSIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION SEVENTEEN: NEW SUBDIVISIONS

In all new subdivisions constructed within the Village, 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 Village 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: EFFECTIVE DATE

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

Signed this 29th day of April, ~~2001~~ ²⁰⁰².

VILLAGE OF ATTICA

By: Lynn Z Tedford
Mayor Lynn Tedford

TIME WARNER ENTERTAINMENT
ADVANCE/NEWHOUSE PARTNERSHIP

By: Thomas E. Adams
Thomas E. Adams, Division President