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* ALSO ADMITTED IN PENNSYLVANIA

** ALSO ADMITTED IN MASSACHUSETTS

*** ALSO ADMITTED IN FLORIDA

**** ALSO ADMITTED IN NEW JERSEY & WEST VIRGINIA

***** ALSO ADMITTED IN PEOPLE'S REPUBLIC OF CHINA

April 5, 2006

Hon. Jaclyn A. Brilling, Secretary
 NYS Public Service Commission
 Three Empire State Plaza
 Albany, New York 12223-1350

Re: Franchise Renewal – Time Warner Cable with Town of Exeter, NY

Dear Secretary Brilling:

As the attorneys for the Binghamton Division of Time Warner Cable in connection with the above-referenced matter, we are herewith filing an original and four (4) copies of its R-2 Application for Franchise Renewal with Proof of Service, dated August 15, 2005, together with an Affidavit of Publication of Notice thereof dated September 20, 2005.

Please note that affirmative action by the municipality was required in connection with this franchise renewal and accordingly, we are also enclosing an original and four (4) copies of the following:

1. Municipal Ordinance approving the franchise renewal, dated November 8, 2005;
2. Fully-executed Franchise Renewal Agreement, dated November 8, 2005;
3. Copy of latest annual performance test data compiled for this part of the Division's CATV system; and
4. Affidavit of Publication of Notice of this Application, pursuant to §897.3 of the Rules of the Public Service Commission, dated January 23, 2006.

We hereby request approval by the Commission of this application pursuant to § 222 of the Public Service Law.

Respectfully,
 COUGHLIN & GERHART, LLP

Gordon E. Thompson

GET/llp
 Enclosures

cc: 1) Dawn McLean, Town of Exeter Clerk (w/1 copy of encls.)
 2) Time Warner Cable – Binghamton Division (w/out copy of encls.)
 ATTN: David J. Whalen, Vice President - Public Affairs

RECEIVED
 PUBLIC SERVICE
 COMMISSION
 OSORCHES/ALBANY
 2006 APR - 7 PM 2:40

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP (TWEAN)** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **TOWN OF EXETER**, Otsego County, New York.

1. The exact legal name of the applicant is **Time Warner Entertainment-Advance/Newhouse Partnership**.
2. The applicant does business under the name **Time Warner Cable (Oneonta) 123 Corporate Drive, Oneonta, New York 13820**.

3. Applicant's telephone number are:

(607) 644-0025 **Time Warner Cable (Division Office)**
120 Plaza Drive
Suite D
Vestal, New York 13850

(607) 432-0514 **Time Warner Cable (Oneonta)**
123 Corporate Drive
Oneonta, New York 13820

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2005 are:

Town of Afton	255	Village of Afton	326
Town of Bainbridge	479	Village of Bainbridge	544
Town of Butternuts	41	Town of Columbus	
Village of Cooperstown	1,057	Town of Coventry	102
Town of Davenport	637	Town of Delhi	309
Village of Delhi	432	Town of Edmeston	291
Town of Exeter	121	Town of Franklin	256
Village of Franklin	145	Village of Gilbertsville	148
Town of Guilford	509	Town of Harpersfield	4
Town of Hartwick	498	Village of Hobart	169
Town of Kortright	3	Town of Laurens	411
Village of Laurens	105	Town of Maryland	406
Town of Masonville	121	Town of Meredith	116
Town of Middlefield	48	Town of Milford	677
Village of Milford	213	Town of Morris	99
Village of Morris	216	Town of New Berlin	271
Village of New Berlin	399	Town of Norwich	14
City of Oneonta	3,594	Town of Oneonta	1,749
Town of Otego	350	Village of Otego	372
Town of Otsego	564	Town of Oxford	389
Village of Oxford	594	Town of Pittsfield	65
Town of Richfield	216	Village of Richfield Springs	548
Town of Sidney	338	Village of Sidney	1,540
Town of Springfield	220	Town of Stamford	19
Village of Stamford	423	Town of Unadilla	610
Village of Unadilla	417	Town of Walton	331
Village of Walton	1,212	Town of Worcester	538

6. The following signals are regularly carried by the Oneonta cable system: **(see attached channel card).**
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Oneonta system are: **(see attached).**

9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Town of Afton	.00	Village of Afton	.00
Town of Bainbridge	.00	Village of Bainbridge	.00
Town of Butternuts	.00	Town of Columbus	
Village of Cooperstown	.00	Town of Coventry	.00
Town of Davenport	.20	Town of Delhi	.00
Village of Delhi	.00	Town of Edmeston	.00
Town of Exeter	.00	Town of Franklin	.00
Village of Franklin	.00	Village of Gilbertsville	.00
Town of Guilford	.00	Town of Harpersfield	.00
Town of Hartwick	.00	Village of Hobart	.00
Town of Kortright	.00	Town of Laurens	.10
Village of Laurens	.00	Town of Maryland	.00
Town of Masonville	.00	Town of Meredith	.00
Town of Middlefield	.00	Town of Milford	.00
Village of Milford	.00	Town of Morris	.00
Village of Morris	.00	Town of New Berlin	.00
Village of New Berlin	.00	Town of Norwich	.00
City of Oneonta	.10	Town of Oneonta	.10
Town of Otego	.00	Village of Otego	.00
Town of Otsego	.20	Town of Oxford	.00
Village of Oxford	.00	Town of Pittsfield	.00
Town of Richfield	.00	Village of Richfield Springs	.00
Town of Sidney	.00	Village of Sidney	.00
Town of Springfield	.10	Town of Stamford	.00
Village of Stamford	.00	Town of Unadilla	.20
Village of Unadilla	.00	Town of Walton	.00
Village of Walton	.00	Town of Worcester	.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

WHEREFORE, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the **TOWN OF EXETER** Certificate of Confirmation and Franchise Renewal Agreement.

Dated: August 15, 2005

By: 

David J. Whalen

Vice President of Public and Governmental Relations
Time Warner Cable - Binghamton Division

STATE OF NEW YORK }
Town of Exeter }
County of Otsego }

SS.:

VERIFICATION

I, David J. Whalen, being duly sworn, depose and say that:

- (1) I am Vice President of Public and Governmental Relations for Time Warner Cable - Binghamton Division and I am familiar with the business operations of said company.
- (2) This Application was prepared by me or under my direct supervision.
- (3) All of the statements and information contained herein are true and accurate to the best of my knowledge and belief.


David J. Whalen

Vice President

Public and Governmental Relations

Time Warner Cable, Binghamton Division

SWORN TO BEFORE ME THIS

15th DAY OF August 2005
Susan M. Eckhardt

NOTARY PUBLIC

SUSAN M. ECKHARDT
Notary Public, State of New York
No. 4967655
Residing in Broome County
My commission expires 06-04-06

Cooperstown Channel Guide
STANDARD CABLE (Includes Basic)

Effective January 2005

2 WKTV - 2 (Utica, NBC)*
3 WBNG - 12 (Binghamton, CBS)*
4 Pax TV*
5 TV Guide Channel
6 WPNY - 31 (Utica, UPN)*
7 WUTR - 20 (Utica, ABC)*
8 WSKG - 46 (Binghamton, PBS)*
9 WFXV - 33 (Utica, FOX)*
10 WICZ - 40 (Binghamton, FOX)*
11 WBU - (Utica, WB)*
12 WCNY - 24 (Syracuse, PBS)*
13 WIXT - 9 (Syracuse, ABC)*
14 ESPN: 24 Hour Sports
15 CNN: 24 Hour News
16 ABC Family Channel
17 USA Network
18 MTV: Music Television
19 QVC: Home Shopping
20 HGTV: Home and Garden
21 Spike
22 TNT: Turner Network Television
23 Public Access*
24 Home Shopping Network
25 WISN - 9 (Chicago, IND)*
26 WRGB - 6 (Schenectady, CBS)*
27 WISF - 15 (Oneonta, IND)*
28 The Golf Channel
29 Bravo
30 CMT: Country Music Television
31 TCM: Turner Classic Movies
32 Comedy Central
33 National Geographic
34 Hallmark Channel
35 VH-1: Video Hits One
36 Nickelodeon
37 Lifetime Network
38 TBS
39 CNBC: Business News
40 The Weather Channel
41 The Discovery Channel
42
43
44 E!
45 CNN: Headline News
46 Court TV
47 C-SPAN: Government Channel
48 The Food Network
49 ESPN Classic

50 Speed Channel
51 Disney Channel
52 EWTN
53 YES Network
54 BET: Black Entertainment TV
55 Soapnet
56 MTV 2
57 History Channel
58 The Learning Channel
59 Cartoon Network
60 MSG: Madison Square Garden
61 WE: Women's Entertainment
62 BBC America
63 ESPN 2: Sports
64 Lifetime Movie Network
65 Fox Sports New York
66 AMC: American Movie Classics
67 Animal Planet
68 PIN/C-Span 2
69 MSNBC
70 Fit TV
71 TV Land
72 Style
73 Sci-Fi Channel
74 The Travel Channel
75 Oxygen
76 Discovery Health
77 Fox News
78 Outdoor Life Network
98 Shop NBC

***Denotes Basic**

**Cooperstown Service Fees
Rates & Services**

**Effective January 2005
Per Month**

A. Cable Service:	
Basic:	\$9.90
Standard Cable (includes Basic):	\$41.72
Additional Outlet:	No Charge
Additional Outlet Digital Services:	\$0-2.99
B. Premium Services:*	
Home Box Office:	\$9.50
Cinemax:	\$9.50
Showtime:	\$9.50
STARZ!:	\$9.50
C. Digital Services:*	
DVR Service:	\$5.95
Maximum Choice :	\$9.45
Sports Tier:	\$4.95
International Tier:	\$4.95
HDTV Tier:	\$4.95
Multicultural Tier (includes Zee TV and TV Asia):	\$19.95
D. DigiPic Packages:*	
DigiPic 1000: Includes Basic, Standard, Interactive Program Guide, Music Choice, Movies on Demand, Favorites on Demand, Maximum Choice	\$55.95
DigiPic 2000: Includes Basic, Standard, Interactive Program Guide, Music Choice, Movies on Demand, Favorites on Demand, Maximum Choice, Two Premium Channels, Premium on Demand	\$74.95
DigiPic 4000: Includes Basic, Standard, Interactive Program Guide, Music Choice, Movies on Demand, Favorites on Demand, Maximum Choice, Four Premium Channels, Premium on Demand	\$84.95
E. Equipment Charges: (plus tax as applicable)	
Digital Converter:	\$7.61
Remote (requires converter):	\$0.34
Service Protection Plan:	\$0.99
F. Installation Charges** (plus tax as applicable):	
New Installation, Standard Cable/Basic:	\$43.82
Installation, Wire-in, Standard Cable:	\$28.95
Installation of Additional Sets:	\$30.43 each
Installation of Additional Sets with Primary Install:	\$18.81 each
Upgrades, Downgrades, Reconnects, Relocates, Maintenance/Service Calls or Any Other Service Requiring a Truck Roll:	\$23.75
Change of Service (office change):	\$2.00
Hourly Service Charge (for non-standard installation and non system related calls):	\$37.81 plus materials

The foregoing rates do not include franchise fees which can range from 0-5% depending on the community in which you live, FCC regulatory fees of several cents per month, or state sales tax (where applicable).

*Package requires a Digital Converter.

**Charges apply to standard residential installations. Downgrade charges are generally assessed when a customer changes from Standard to Basic service. Other Downgrade charges and Maintenance/Service Call charges may be assessed when a trip to the subscriber's premises is requested or required due to damages caused by customer or neglect or non-cable related problems or service.

Basic required for all service levels.

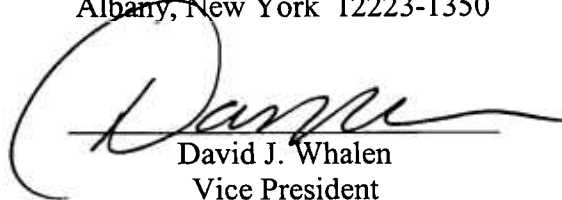
Rates apply to Standard Residential Accounts only.

Time Warner Cable - Cooperstown
123 Corporate Drive
Oneonta, NY 13820
432-0500
800-426-3396

PROOF OF SERVICE

I, David J. Whalen, Vice President of Public and Governmental Relations for Time Warner Cable - Binghamton Division, hereby certify that I have, this 15th day of August, 2005, by first class mail, postage prepaid, delivered an original Application for Franchise Renewal, for the Town of Exeter, Otsego County, State of New York, to Supervisor Sally Landers, 105 Truman Road, Schuyler Lake, NY 13457. Copies of this same Application for Franchise Renewal have been sent by first class mail, postage prepaid to:

New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350



David J. Whalen
Vice President

Public and Governmental Relations
Time Warner Cable, Binghamton Division

SWORN TO BEFORE ME THIS

15th DAY OF August 2005
Susan M. Eckhardt

NOTARY PUBLIC

SUSAN M. ECKHARDT
Notary Public, State of New York
No. 4967655
Residing in Broome County
My commission expires 06-04-06

STATE OF NEW YORK
COUNTY OF OTSEGO, SS

Ren app
TIF Exeter

LEGAL NOTICE
PLEASE TAKE NOTICE that Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, has filed an application for renewal of its Cable Television Franchise in the Town of Exeter, County of Otsego, New York. The application and all comments filed relative thereto are available for public inspection at the Town Clerk's Office during normal business hours. Any interested persons may file comments on the application with the Clerk, at the Town Hall, 7411 State Highway 28, Schuyler Lake, NY, 13457
Dated: September 6, 2005

TIME WARNER CABLE

Diane Belsky of West Laurens NY, in said County, being duly sworn, deposes and says that she is the Credit Manager for the newspaper called The Daily Star, printed and published in Oneonta NY aforesaid, and that the advertisement of which the annexed is a printed copy, has been published in the said newspaper on the

9th & 16th

Day(s) of September
2005

Diane Belsky

Sworn to before me the 20th
Day of September 2005

Debra A. Balantic
NOTARY PUBLIC

DEBRA A. BALANTIC
Notary Public, State of New York
No. 01BA4852171
Qualified in Otsego County
Commission Expires February 18, 2006

STATE OF NEW YORK
Town of Exeter
County of Otsego

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
PARTNERSHIP in the Town of Exeter, Otsego County, New York

RESOLUTION

An application has been duly made to the Board of the Town of Exeter, County of Otsego, New York, by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP ("Time Warner")**, a partnership organized under the laws of the State of New York doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850, and holder of a cable television franchise in the Town of Exeter for the approval of an agreement to renew Time Warner's cable television franchise for an additional fifteen (15) years commencing Nov. 8, 05. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Exeter, New York on Nov 8, 05 at 7:00 PM P.M. and notice of the hearing was published in the Daily Star on Oct 17, 05.

NOW, THEREFORE, the Board of the Town of Exeter finds that:

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and

3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Town of Exeter hereby renews the cable television franchise of Time Warner in the Town of Exeter for fifteen (15) years commencing Nov 8, ²⁰05 and expiring Nov 8, ²⁰20

BE IT FURTHER RESOLVED that the Board of the Town of Exeter hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on November 6, 1995.

The foregoing having received a yes vote was thereby declared adopted.

Dated: Nov. 8, 05

Dawn McLean
Town of Exeter Clerk

STATE OF NEW YORK
COUNTY OF OTSEGO, SS

NOTICE OF PUBLIC HEAR-
ING

Time Warner Cable Franchise Renewal
for
Town of Exeter

PLEASE TAKE NOTICE that the Exeter Town Board will hold a Public Hearing on November 8 at 7:00 p.m. at the Town of Exeter, 7411 St. Hwy. 28 Schuyler Lake, New York regarding renewal of the cable television franchise agreement by and between the Town of Exeter and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Clerk's office 117 Taylor Rd. Schuyler Lake, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: September 13, 2005
By Order of the Town Board
Town of Exeter
Dawn McLean
Town of Exeter Clerk

plung

Diane Belsky of West Laurens NY, in said County, being duly sworn, deposes and says that she is the Credit Manager for the newspaper called The Daily Star, printed and published in Oneonta NY aforesaid, and that the advertisement of which the annexed is a printed copy, has been published in the said newspaper on the

17th OF October

AUD 7th

Day(x) of NOVEMBER
2005

Diane Belsky

Sworn to before me the 23rd
Day of November 2005

Debra A. Balantic

NOTARY PUBLIC

DEBRA A. BALANTIC
Notary Public, State of New York
No. 01BA4852171
Qualified in Otsego County
Commission Expires February 18, 2006

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

Town of Exeter

THIS AGREEMENT, executed this 8 day of Nov, 05, by and between the **Town of Exeter** (hereafter referred to as the Municipality) by the Supervisor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP**, a New York General Partnership, organized and existing under the laws of the State of New York, the local place of business of which is located at 120 Plaza Drive, Suite D, Vestal, NY 13850, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the Town of Exeter Law the Board has the exclusive power on behalf of the Town of Exeter to grant franchises providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Town of Exeter to any franchisee for or relating to the occupation of the Streets; and

WHEREAS, Pursuant to the Communications Act of 1934, as amended, (the "Communications Act") the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Town of Exeter and whereas the Board and Time Warner Cable pursuant to said Federal Law and pursuant to applicable State laws and the regulations promulgated thereunder, have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

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

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

WHEREAS, The Board, in granting this franchise renewal, embodied in the agreement the results of its review and any negotiations with Time Warner Cable and has determined that said franchise agreement and Time Warner Cable respectively, fulfills and will fulfill the needs of the Town of Exeter with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("NYSPSC");

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

SECTION 1 - DEFINED TERMS

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

- (a) "Basic Service" means any service tier which includes the retransmission of local broadcast signals.
- (b) "Board" means the Board of Trustees of the Town of Exeter.
- (c) "Cable Television Service" means
 - (1) The one way transmission to Subscribers of Video Programming, or other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (e) "Time Warner Cable" means Time Warner Cable Entertainment-Advance/Newhouse Partnership.
- (f) "Effective Date" of this agreement shall be that date subsequent to confirmation of the Franchise, by the New York State Public Service Commission ("NYSPSC") agreed to by the parties, which date is (calendar date).
- (g) "Franchise" means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the Town of Exeter in accordance with the terms hereof.
- (h) "FCC" means the Federal Communications Commission, its designees and any successor hereto.
- (i) "Gross Revenues" means all revenues actually received by and paid to Time Warner Cable by subscribers residing within the Town of Exeter for Cable Television Service purchased by subscribers on a regular, recurring monthly basis.
- (j) "May" is permissive.
- (k) "Municipality" means the Town of Exeter. Wherever the context shall permit, Board, Council and Town of Exeter shall be used interchangeably and shall have the same meaning under this Franchise.

- (l) "NYSPSC" means New York State Public Service Commission.
- (m) "Person" means an individual, partnership, association, corporation, joint stock company trust, corporation, or organization of any kind.
- (n) "Service Tier" means a category of Cable Television Service provided by Time Warner Cable over the Cable Television System for which a separate rate is charged for such category by Time Warner Cable.
- (o) "Shall" or "will" are mandatory.
- (p) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Town of Exeter.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Town of Exeter provided over the Cable Television System.
- (r) "Video Programming" means any and all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT

- (a) The Town of Exeter hereby grants to Time Warner Cable the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the Town of Exeter as it now exists and may hereafter be changed, and in so doing to use the Streets of the Town of Exeter by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across any and all said Streets such facilities (e.g., poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property) as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Additionally, the Town of Exeter, insofar as it may have the authority to so grant, hereby authorizes Time Warner Cable to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such facilities of the Cable Television System as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Upon request by Time Warner Cable and at Time Warner Cable's sole expense, the Town of Exeter hereby agrees to assist Time Warner Cable in gaining access to and using such easements.

- (b) Nothing in this Franchise shall limit the right of Time Warner Cable to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Time Warner Cable. The provision by Time Warner Cable of any service other than cable service shall be subject to all applicable laws and regulations and to any right the Town of Exeter may have to require fair and reasonable compensation for Time Warner Cable's use of the rights-of-way to provide such service, provided that such requirement is non-discriminatory and competitively neutral.
- (c) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to Cable Television Service.
- (d) In the event the Town of Exeter grants to any other Person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Town of Exeter shall insert the following language into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of Time Warner Cable without the prior written consent of Time Warner Cable. Grantee shall indemnify Time Warner Cable against any damages or expenses incurred by Time Warner Cable as a result of any removal, damage, penetration, replacement or interruption of the services of Time Warner Cable caused by the Grantee."

As used immediately above in the above quoted paragraph, the term "Time Warner Cable" shall mean Time Warner Cable Entertainment-Advance/Newhouse Partnership, as defined in this Franchise, and its successors, assigns and transferees.

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder.

As used in this Section, the phrase, "occupancy or use of Streets," or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use

above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 - APPROVAL OF COMPANY BY TOWN OF EXETER

- (a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The Town of Exeter hereby acknowledges and agrees that this Franchise has been entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter referred to as the "Communications Act"). The Town of Exeter hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Town of Exeter hereby acknowledges that it, by duly authorized members thereof, has met with Time Warner Cable for the purposes of evaluating Time Warner Cable and negotiating and consummating this Franchise.
- (b) In a full and public proceeding, affording due process, the Town of Exeter has considered and approved Time Warner Cable's technical ability and character and has considered and found adequate Time Warner Cable's plans for constructing and operating the cable system.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be fifteen (15) years.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

- (a) Time Warner Cable shall not transfer this Franchise to any person, firm, company, corporation or any other entity without the prior written consent of the Town of Exeter, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the Town of Exeter refuses to grant such consent, it shall set forth specific reasons for its decision in writing by municipal resolution.
- (c) Notwithstanding the above, this Section 5 shall not be applicable and no prior approval shall be required if Time Warner Cable shall transfer this Franchise to any of its principal partners, to any parent, subsidiary or affiliate of any of the principal partners of Time Warner Cable, or to any other firms or entities controlling, controlled, by or under the same common control as Time Warner Cable.

SECTION 6 - REVOCATION

- (a) The Town of Exeter may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
 - (i) Time Warner Cable fails after sixty (60) days written notice from the Town of Exeter to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Time Warner Cable comply or take said reasonable steps to comply within said sixty days notice, the Town of Exeter's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable is adjudged a bankrupt; or
 - (iii) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise.
- (b) Notwithstanding the above, no revocation shall be effective unless and until the Town of Exeter shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Town of Exeter only after an administrative hearing providing Time Warner Cable with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Town of Exeter from all liability, damage and costs or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The Town of Exeter shall promptly notify Time Warner Cable of any claim for which it seeks indemnification; afford Time Warner Cable the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Time Warner Cable all relevant information under its control.

- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Town of Exeter evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Town of Exeter as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

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

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Town of Exeter shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Town of Exeter as a result of the relocation or other improvements by the Town of Exeter of any such Streets, it shall be the obligation of Time Warner Cable on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Town of Exeter. In the event any other person, including a public utility, is compensated for similar relocation or reinstallation then in such case Time Warner Cable shall be similarly compensated.
- (b) Time Warner Cable shall, on request of a person holding a building or moving permit issued by the Town of Exeter, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, and/or the raising or lowering of wires or other property shall be paid in advance to Time Warner Cable by the person requesting the same. Time Warner Cable shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

SECTION 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Time Warner Cable in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.
- (b) Time Warner Cable agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Town of Exeter. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.

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

SECTION 11 - CONTINUOUS SERVICE

Time Warner Cable shall continue to provide cable service to all subscribers who meet their obligations to Time Warner Cable with respect to such service. Time Warner Cable shall not, without the written consent of the Town of Alfred and the Public Service Commission, abandon its cable television system or any portion thereof.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 595.5 of the Rules of the NYSPSC. Time Warner Cable will provide service to any area adjoining the primary service area which contains at a minimum 20 dwelling units per linear mile.

- 1) 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 Time Warner 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 subparagraph "a" or "b" of this paragraph which contains dwelling units at minimum rate of 20 dwelling units per linear mile of aerial cable;

- (d) if the average number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph (the average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs "a" and "b" of this paragraph by the number of linear miles of cable in the same areas) is less than 20, then any area adjoining an area described in subparagraphs "a" and "b" of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph.

2) Line extension area shall be any area within the franchised area which is not the primary service area.

- (a) Within one (1) year after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area;
- (b) Cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

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

"C" equals the cost of construction of new plant, "CA" equals the average cost of construction per mile in the primary service area. "P" equals the lower of 20 or the average number of dwelling units per linear mile of "a" and "b" of paragraph 1 of this section. "LE" equals the number of dwelling units requesting service in the line extension area. "SC" equals subscriber contribution in the line extension area.

- (3) Whenever, subsequent to the date which the company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, Time Warner 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. Time Warner shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable television services must be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachments by the company.
- (4) The contribution aid of construction shall be in addition to the normal installation rates.

- (5) During a ten (10) year period commencing at the completion of a particular line extension, a pro-rate 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 company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund who is no longer at the same address and who has not informed the company of the subscriber's new address.
- (6) Cable television service will be provided to any subscriber who demands service and who is located within 250 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the franchise in Attachment B.
- (7) The company shall review line extensions in May of each year to reflect the number of subscribers per mile so that adjustments or rebates for line extension contribution in aid of construction may be established.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.
- (b) Time Warner Cable shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 596 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC. Time Warner Cable shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Time Warner Cable shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. Time Warner Cable shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling and switching equipment, shall be acted upon promptly after notification. Time Warner Cable shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Town of Exeter shall have the right and authority to request an inspection or test performed, all at the Town of Exeter's expense. Time Warner Cable shall fully cooperate in the performance of such testing.
- (c) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 - RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. Any rates and charges must be approved by the municipality and the PSC to the extent required by state and federal law.

SECTION 15 - SERVICE TO PUBLIC FACILITIES, ACCOUNTABILITY PROVISIONS AND INSPECTION OF RECORDS

- (a) Town of Exeter, 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 Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.
- (b) Town of Exeter and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.
- (c) Town of Exeter will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Town of Exeter of the confidential nature of the information. In the event that the Town of Exeter receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Town of Exeter will give Time Warner Cable notice of such request as soon as possible prior to disclosure in order to allow Time Warner Cable to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Time Warner Cable shall comply with the standards for public, educational and governmental (PEG) access channels as set forth in Section 595.4 of the Rules of the NYSPSC.

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Time Warner Cable to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Time Warner Cable's standard and customary practices and applicable rules and regulations of the FCC.

- (b) Notice of Time Warner Cable's procedures for reporting and resolving billing disputes and Time Warner Cable's policy and the subscribers rights in regard to "personally identifiable information," as that term is defined in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all subscribers as required by Federal or State law.
- (c) Time Warner Cable shall offer to, and shall notify in writing, the subscribers of the availability of locking program control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence.
- (d) In accordance with the applicable requirements of Federal and State laws, Time Warner Cable shall provide written notice of any increases in rates or charges for any Cable Television Service.
- (e) The Administrator, as the case may be, for the Town of Exeter for this Franchise shall be Supervisor or Supervisor of the Town of Exeter. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Town of Exeter. All correspondence and communications between Time Warner Cable and the Town of Exeter pursuant to this Franchise shall be addressed by Time Warner Cable to the Administrator.
- (f) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Time Warner Cable having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (g) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Sections 590 and 596 of the Rules and Regulations of the NYSPSC.
- (h) At least once each year, Time Warner Cable shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints.
- (i) Time Warner will provide one (1) outlet of basic and standard cable service, at no charge, to any building owned by the Town of Exeter, situated in areas served and located within 200 feet of existing cable.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the Town of Exeter an amount equal 1% of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis and shall not include the amount attributable to franchise fees in the calculation of gross revenue.

- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the Town of Exeter, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.
- (b) To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws. Any modification of the agreement pursuant to this Section would constitute an amendment of the franchise subject to Section 222 of the PSC law and Subpart 592-1.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Town of Exeter may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Town of Exeter.
- (e) Time Warner Cable will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

SECTION 20 - NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail, or overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and Town of Exeter may change where notice is to be given by giving notice to the other.

When notices sent to Time Warner Cable:

Time Warner Cable
Attention: Division President
120 Plaza Dr., Suite D
Vestal, New York 13850
Telephone: (607) 644-0025
Facsimile: (607) 644-1501

When notices sent to the Town of Exeter:

Supervisor Sally Landers
Town of Exeter
7411 State Highway 28, PO Box 34
Schuyler Lake, NY 13457
Telephone: (315) 858-0937

SECTION 21 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of strike, Acts of God, acts of public enemies, order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable thereafter as shall have been necessitated by any such events or conditions.

SECTION 22 - RIGHTS OF ENFORCEMENT

Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 23 - FURTHER ASSURANCES

The Town of Exeter shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Time Warner Cable may reasonably request in order to effect and confirm this Franchise and the rights and obligations contemplated herein.

SECTION 24 - INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSPSC.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.

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

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

SECTION 25 - NO JOINT VENTURE

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of Sept, 2005

**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP**

By: _____
Gordon Harp
President, Binghamton Division

TOWN OF EXETER

By: Sally M. Lander
Officer Name

Title: Supervisor

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 8th day of November, 2005

**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP**

By: _____

Gordon Harp
President, Binghamton Division

TOWN OF EXETER

By: _____

Sally M. Landers
Officer Name

Title: _____

Supervisor

TIME WARNER CABLE BINGHAMTON DIVISION

CATV

Proof - of - Performance Tests

System Name: ONEONTA

Plant Mileage: 764 **As of** 20-Jan-05

Basic Subscribers: 24,103 **As of** 20-Jan-05

System Bandwidth: 750 mhz **As of** 20-Jan-05

Number of Channels Tested: 11

Number of Test Points: 7

Test Start Date: 18-Jan-05

Test Completion Date: 2/8/2005

TIME WARNER CABLE--BINGHAMTON DIVISION

SYSTEM NAME: ONEONTA DATE: 18-Jan-05

FCC TESTING SUMMARY

Changes Since Last Proof of Performance:

We are upgrading our head end at this time.

We have dropped FM services from the plant

There was a channel lineup change on December 15, 2004

Test Results:

The requirement to drop and insert channels at remote hub sites due to distant signal copyright issues has created a situation making it impossible to comply with the maximum 3 dBmV difference in video carriers between adjacent channels in isolated instances, despite our best efforts to obtain or retune channel dropping traps to the sharpest cutoff possible.

Miscellaneous:

TIME WARNER CABLE--BINGHAMTON DIVISION

SYSTEM NAME ONEONTA - DELHI / WALTON

DATE: 18-Jan-05

ACTUAL CHAN	CARRIER FREQ	CONV CHAN	TYPE	SCRAM "Y"	VITS "Y"	CALL LTR	PROG SOURCE
2	55.2500	2	TV			WBGH-8	Micrwrve Sid-One Fd
3	61.2500	3	TV			WBNG-12	OFF-AIR
4	67.2500	4	TV			PAX	SATELLITE
5	77.2500	5	TV			tv guide	SAT Oneonta Feed
6	83.2500	6	TV			WPNY-31	OFF-AIR
A-5	91.2500						
A-4	97.2500						
A-3	103.2500						
A-2	109.2750		TV			shop nbc	SATELLITE
A-1	115.2750		RoadRunner				
14	121.2625	14	TV			ESPN	SATELLITE
15	127.2625	15	TV			CNN	SATELLITE
16	133.2625	16	TV			FAM	SATELLITE
17	139.2500	17	TV			USA	SATELLITE
18	145.2500	18	TV			MTV	SATELLITE
19	151.3210	19	TV			QVC	SATELLITE
20	157.2500	20	TV			HGTV	SATELLITE
21	163.2500	21	TV			TNN	SATELLITE
22	169.2500	22	TV			TNT	SATELLITE
7	175.2500	7	TV			WVLT-34	FIBER
8	181.2500	8	TV			WSKG-46	OFF-AIR
9	187.2500	9	TV			WFXV-33	OFF-AIR
10	193.2500	10	TV			WICZ-40	OFF-AIR
11	199.2500	11	TV			WBXI-11	SATELLITE
12	205.2500	12	TV			WCNY-24	OFF-AIR
13	211.2500	13	TV			WIXT-9	OFF-AIR
23	217.2500	23	TV			PUB ACCESS	DELHI TOWN
24	223.2500	24	TV			HSN	SATELLITE
25	229.2625	25	TV			WGN	SATELLITE
26	235.2625	26	TV			WRGB-6	OFF-AIR/fiber
27	241.2625	27	TV			WISF-15	OFF-AIR
28	247.2625	28	TV			GOLF	SATELLITE
29	253.2625	29	TV			bravo	SATELLITE
30	259.2625	30	TV			CMT	SATELLITE
31	265.2625	31	TV			TCM	SATELLITE
32	271.2625	32	TV			COMEDY CENT	SATELLITE
33	277.2625	33	TV			nat.geo.	SATELLITE
34	283.2625	34	TV			hallmark	SATELLITE
35	289.2625	35	TV			VH-1	SATELLITE
36	295.2625	36	TV			NICK	SATELLITE
37	301.2625	37	TV			LIFETIME	SATELLITE
38	307.2625	38	TV			TBS	SATELLITE
39	313.2625	39	TV			CNBC	SATELLITE
40	319.2625	40	TV			TWC	SATELLITE
41	325.2625	41	TV			DISCOVERY	SATELLITE
42	331.2750	42	TV			A&E	SATELLITE
43	337.2625	43	TV			IX	SATELLITE
44	343.2625	44	TV			EI	SATELLITE
45	349.2625	45	TV			CNN HN	SATELLITE
46	355.2625	46	TV			COURT	SATELLITE
47	361.2625	47	TV			C-SPAN	SATELLITE
48	367.2625	48	TV			TV FOOD	SATELLITE
49	373.2625	49	TV			espn classic	SATELLITE
50	379.2625	50	TV			speed	SATELLITE
51	385.2625	51	TV			DISNEY	SATELLITE
52	391.2625	52	TV			ewtn	SATELLITE
53	397.2625	53	TV			yes	SATELLITE
54	403.2500	54	TV			bet	SATELLITE
55	409.2500	55	TV			soapnet	SATELLITE
56	415.2500	56	TV			mtv-2	SATELLITE
57	421.2500	57	TV			HISTORY	SATELLITE
58	427.2500	58	TV			TLC	SATELLITE
59	433.2500	59	TV			CARTOON	SATELLITE
60	439.2500	60	TV			MSG	SATELLITE
61	445.2500	61	TV			we	SATELLITE
62	451.2500	62	TV			BBC America	SATELLITE
63	457.2500	63	TV			ESPN2	SATELLITE
64	463.2500	64	TV			lmn	SATELLITE
65	469.2500	65	TV			FOX Sports NY	SATELLITE
66	475.2500	66	TV			AMC	SATELLITE
67	481.2500	67	TV			ANIMAL PLANE	SATELLITE
68	487.2500	68	TV			access/CSPAN2	SATELLITE
69	493.2500	69	TV			MSNBC	SATELLITE
70	499.2500	70	TV			fit tv	SATELLITE
71	505.2500	71	TV			TV Land	SATELLITE
72	511.2500	72	TV			style	SATELLITE
73	517.2500	73	TV			SCI FI	SATELLITE
74	523.2500	74	TV			TRAVEL	SATELLITE
75	529.2500	75	TV			oxygen	SATELLITE
76	535.2500	76	TV			Discovery Health	SATELLITE
77	541.2500	77	TV			fox news	SATELLITE
78	547.2500	78	TV			oln	SATELLITE

TIME WARNER CABLE--BINGHAMTON DIVISION

SYSTEM NAME: ONEONTA

DATE: 18-Jan-05

NON-VIDEO SERVICES

[illegible]

**TIME WARNER CABLE
BINGHAMTON DIVISION**

Proof - of - Performance Test

System Name: ONEONTA

Statement of Qualifications

Employee Name:	<u>Matt Peterson</u>	Title:	<u>ENG HEADEND TECH</u>
System:	<u>ONEONTA</u>		
Qualifications:	<u>Education: High School, Various trade related</u>		
	<u>schools and seminars.</u>		
	<u>Work:</u>		
	<u>6 Years experience all aspects of coaxial/fiber CATV</u>		
	<u> </u>		

Employee Name:	<u>AREK ROBINSON</u>	Title:	<u>ENGINEERING TECH</u>
System:	<u>ONEONTA</u>		
Qualifications:	<u>Education: High School, Various trade</u>		
	<u>related schools and seminars.</u>		
	<u>Work:</u>		
	<u>19 Years experience all aspects of coaxial / fiber CATV</u>		
	<u> </u>		

Employee Name:	<u> </u>	Title:	<u> </u>
System:	<u> </u>		
Qualifications:	<u>Education:</u>		
	<u> </u>		
	<u>Work:</u>		
	<u> </u>		
	<u> </u>		

Time Warner Cable

CATV

Proof-of- Performance Test

Test Equipment Listings

System Name: ONEONTA

DATE: 21-Jan-05

TEST EQUIPMENT

[illegible]

TIME WARNER CABLE BINGHAMTON DIVISION

Terminal Isolation Test

System Name: ONEONTA

Date: 18-Jan-05

The terminal isolation provided to each subscriber terminal shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard.

Instructions:

Attach a copy of the manufacturer's specifications covering all directional taps used in the system. The specification sheet must show the minimum tap-to-tap isolation. In lieu of a specification sheet, attach a letter from the manufacturer(s) certifying that the directional taps used in the system do exhibit a minimum tap-to-tap isolation of 18dB.

TIME WARNER CABLE BINGHAMTON DIVISION

Converter Specifications

System Name: _____ ONEONTA _____

Date: _____ 18-Jan-05 _____

*All testing done at the end of a 100ft drop cable (RG-6) without a converter.
Converter specification sheets are attached for "After Converter" numbers,
if so desired.*

Instructions:

Attach a copy of the manufacturer's specifications covering all converters used in the system. The specification sheet must show the converters carrier- to- noise (C/N) and distortion figures.

TIME WARNER CABLE BINGHAMTON DIVISION

Proof - of - Performance Tests

Headend Tests

System Name: ONEONTA

Headend Location 123 CORPORATE DRIVE, ONEONTA NY

TIME WARNER CABLE

Binghamton Division

System Name: Oneonta

The test data contained in this file was compared to the technical test data from the previous biennial test. There were no great disparities found. FCC technical standards rules part 76.601 were consulted to determine parameters that were compared.

Visual Carrier and Aural Carrier Difference Frequency Tests

(at Headend)

System Name: ONEONTA

HE Location: 123 CORPORATE DR., ONEONTA NY (Otsego Feed)

Date: 19-Jan-05 Performed by: Matt Peterson

Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)	Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)
2	55.2500	55.2500	4.4999	37	301.2625	301.2639	4.5000
3	61.2500	61.2488	4.5000	38	307.2625	307.2612	4.5000
4	67.2500	67.2623	4.5001	39	313.2625	313.2617	4.5000
5	77.2500	77.2482	4.5001	40	319.2625	319.2617	4.5003
6	83.2500	83.2625	4.5002	41	325.2625	325.2593	4.4996
				42	331.2750	331.2754	4.4999
				43	337.2625	337.2633	4.5002
A-5	91.2500			44	343.2625	343.2628	4.5000
A-4	97.2500			45	349.2625	349.2606	4.4999
A-3	103.2500			46	355.2625	355.2632	4.4999
A-2	109.2750	109.2750	4.4998	47	361.2625	361.2626	4.4996
A-1	115.2750			48	367.2625	367.2635	4.5002
14	121.2625	121.2625	4.5000	49	373.2625	373.2632	4.4999
15	127.2625	127.2625	4.4999	50	379.2625	379.2623	4.5000
16	133.2625	133.2651	4.5000	51	385.2625	385.2624	4.5000
17	139.2500	139.2503	4.4999	52	391.2625	391.2625	4.5000
18	145.2500	145.2494	4.5000	53	397.2625	397.2624	4.5001
19	151.3210	151.3212	4.5000	54	403.2500	403.2625	4.4998
20	157.2500	157.2624	4.5000	55	409.2500	409.2625	4.5004
21	163.2500	163.2625	4.5001	56	415.2500	415.2622	4.5000
22	169.2500	169.2625	4.5001	57	421.2500	421.2625	4.4997
7	175.2500	175.2555	4.4999	58	427.2500	427.2512	4.5002
8	181.2500	181.2516	4.5000	59	433.2500	433.2627	4.5000
9	187.2500	187.2551	4.4999	60	439.2500	439.2617	4.5001
10	193.2500	193.2396	4.4999	61	445.2500	445.2630	4.5001
11	199.2500	199.2507	4.4999	62	451.2500	451.2504	4.4997
12	205.2500	205.2557	4.4992	63	457.2500	457.2498	4.5000
13	211.2500	211.2416	4.5002	64	463.2500	463.2501	4.5000
23	217.2500	217.2617	4.4999	65	469.2500	469.2624	4.5000
24	223.2500	223.2625	4.5001	66	475.2500	475.2622	4.5001
25	229.2625	229.2607	4.5000	67	481.2500	481.2622	4.5000
26	235.2625	235.2612	4.4999	68	487.2500	487.2624	4.5000
27	241.2625	241.2659	4.4999	69	493.2500	493.2507	4.4999
28	247.2625	247.2625	4.5000	70	499.2500	499.2503	4.5000
29	253.2625	253.2623	4.5002	71	505.2500	505.2504	4.4999
30	259.2625	259.2629	4.5001	72	511.2500	511.2506	4.5000
31	265.2625	265.2629	4.5000	73	517.2500	517.2500	4.4999
32	271.2625	271.2623	4.5001	74	523.2500	523.2625	4.5000
33	277.2625	277.2642	4.5001	75	529.2500	529.2509	4.5000
34	283.2625	283.2622	4.4998	76	535.2500	535.2504	4.5000
35	289.2625	289.2632	4.4999	77	541.2500	541.2630	4.5000
36	295.2625	295.2659	4.5001	78	547.2500	547.2500	4.5001

:: channel 19 offset for DEC radios

Visual Carrier and Aural Carrier Difference Frequency Tests

(at Headend)

System Name: ONEONTA

HE Location: 123 CORPORATE DR., ONEONTA NY (Delaware Feed)

Date: 19-Jan-05 Performed by: Matt Peterson

Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)	Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)
2	55.2500	55.2502	4.4997	37	301.2625		
3	61.2500			38	307.2625		
4	67.2500			39	313.2625		
5	77.2500			40	319.2625		
6	83.2500			41	325.2625		
				42	331.2750		
				43	337.2625		
A-5	91.2500			44	343.2625		
A-4	97.2500			45	349.2625		
A-3	103.2500			46	355.2625		
A-2	109.2750			47	361.2625		
A-1	115.2750			48	367.2625		
14	121.2625			49	373.2625		
15	127.2625			50	379.2625		
16	133.2625			51	385.2625		
17	139.2500			52	391.2625		
18	145.2500			53	397.2625		
19	151.3210			54	403.2500		
20	157.2500			55	409.2500		
21	163.2500			56	415.2500		
22	169.2500			57	421.2500		
7	175.2500	175.2568	4.5001	58	427.2500		
8	181.2500			59	433.2500		
9	187.2500			60	439.2500		
10	193.2500			61	445.2500		
11	199.2500	199.2500	4.5001	62	451.2500		
12	205.2500			63	457.2500		
13	211.2500			64	463.2500		
23	217.2500			65	469.2500		
24	223.2500			66	475.2500		
25	229.2625			67	481.2500		
26	235.2625			68	487.2500		
27	241.2625			69	493.2500		
28	247.2625			70	499.2500		
29	253.2625			71	505.2500		
30	259.2625			72	511.2500		
31	265.2625			73	517.2500		
32	271.2625			74	523.2500		
33	277.2625			75	529.2500		
34	283.2625			76	535.2500		
35	289.2625			77	541.2500		
36	295.2625			78	547.2500		

Visual Carrier and Aural Carrier Difference Frequency Tests

(at Headend)

System Name: ONEONTA

HE Location: BGA / OX - SIDNEY HUB SITE

Date: 19-Jan-05 Performed by: Matt Peterson

Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)	Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)
2	55.2500			37	301.2625		
3	61.2500			38	307.2625		
4	67.2500			39	313.2625		
5	77.2500			40	319.2625		
6	83.2500			41	325.2625		
				42	331.2750		
				43	337.2625		
A-5	91.2500			44	343.2625		
A-4	97.2500			45	349.2625		
A-3	103.2500			46	355.2625		
A-2	109.2750			47	361.2625		
A-1	115.2750			48	367.2625		
14	121.2625			49	373.2625		
15	127.2625			50	379.2625		
16	133.2625			51	385.2625		
17	139.2500			52	391.2625		
18	145.2500			53	397.2625		
19	151.3210			54	403.2500		
20	157.2500			55	409.2500		
21	163.2500			56	415.2500		
22	169.2500			57	421.2500		
7	175.2500			58	427.2500		
8	181.2500			59	433.2500		
9	187.2500			60	439.2500		
10	193.2500			61	445.2500		
11	199.2500			62	451.2500		
12	205.2500			63	457.2500		
13	211.2500			64	463.2500		
23	217.2500			65	469.2500		
24	223.2500			66	475.2500		
25	229.2625			67	481.2500		
26	235.2625	235.2624	4.5000	68	487.2500		
27	241.2625			69	493.2500		
28	247.2625			70	499.2500		
29	253.2625			71	505.2500		
30	259.2625			72	511.2500		
31	265.2625			73	517.2500		
32	271.2625			74	523.2500		
33	277.2625			75	529.2500		
34	283.2625			76	535.2500		
35	289.2625			77	541.2500		
36	295.2625			78	547.2500		

Visual Carrier and Aural Carrier Difference Frequency Tests

(at Headend)

System Name: ONEONTA
 HE Location: NEW BERLIN - NEW BERLIN HUB SITE
 Date: 19-Jan-05 Performed by: Matt Peterson

Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)	Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)
2	55.2500			37	301.2625		
3	61.2500			38	307.2625		
4	67.2500			39	313.2625		
5	77.2500			40	319.2625		
6	83.2500			41	325.2625		
				42	331.2750		
				43	337.2625		
A-5	91.2500			44	343.2625		
A-4	97.2500			45	349.2625		
A-3	103.2500			46	355.2625		
A-2	109.2750			47	361.2625		
A-1	115.2750			48	367.2625		
14	121.2625			49	373.2625		
15	127.2625			50	379.2625		
16	133.2625			51	385.2625		
17	139.2500			52	391.2625		
18	145.2500			53	397.2625		
19	151.3210			54	403.2500		
20	157.2500			55	409.2500		
21	163.2500			56	415.2500		
22	169.2500			57	421.2500		
7	175.2500			58	427.2500		
8	181.2500			59	433.2500		
9	187.2500			60	439.2500		
10	193.2500			61	445.2500		
11	199.2500			62	451.2500		
12	205.2500			63	457.2500		
13	211.2500			64	463.2500		
23	217.2500			65	469.2500		
24	223.2500			66	475.2500		
25	229.2625			67	481.2500		
26	235.2625	235.2640	4.4999	68	487.2500		
27	241.2625			69	493.2500		
28	247.2625			70	499.2500		
29	253.2625			71	505.2500		
30	259.2625			72	511.2500		
31	265.2625			73	517.2500		
32	271.2625			74	523.2500		
33	277.2625			75	529.2500		
34	283.2625			76	535.2500		
35	289.2625			77	541.2500		
36	295.2625			78	547.2500		

Visual Carrier and Aural Carrier Difference Frequency Tests

(at Headend)

System Name: ONEONTA

HE Location: DELHI / WALTON - DELHI HUB SITE

Date: 20-Jan-05 Performed by: Matt Peterson

Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)	Chan	Freq.	Visual Freq. (MHz)	Aural Freq. Diff. (MHz)
2	55.2500			37	301.2625		
3	61.2500			38	307.2625		
4	67.2500			39	313.2625		
5	77.2500			40	319.2625		
6	83.2500			41	325.2625		
				42	331.2750		
				43	337.2625		
A-5	91.2500			44	343.2625		
A-4	97.2500			45	349.2625		
A-3	103.2500			46	355.2625		
A-2	109.2750			47	361.2625		
A-1	115.2750			48	367.2625		
14	121.2625			49	373.2625		
15	127.2625			50	379.2625		
16	133.2625			51	385.2625		
17	139.2500			52	391.2625		
18	145.2500			53	397.2625		
19	151.3210			54	403.2500		
20	157.2500			55	409.2500		
21	163.2500			56	415.2500		
22	169.2500			57	421.2500		
7	175.2500			58	427.2500		
8	181.2500			59	433.2500		
9	187.2500			60	439.2500		
10	193.2500			61	445.2500		
11	199.2500			62	451.2500		
12	205.2500			63	457.2500		
13	211.2500			64	463.2500		
23	217.2500	217.2515	4.5001	65	469.2500		
24	223.2500			66	475.2500		
25	229.2625			67	481.2500		
26	235.2625			68	487.2500		
27	241.2625			69	493.2500		
28	247.2625			70	499.2500		
29	253.2625			71	505.2500		
30	259.2625			72	511.2500		
31	265.2625			73	517.2500		
32	271.2625			74	523.2500		
33	277.2625			75	529.2500		
34	283.2625			76	535.2500		
35	289.2625			77	541.2500		
36	295.2625			78	547.2500		

HEADEND TESTS

AURAL CARRIER LEVELS

A measurement of the aural carrier level, relative to the associated video carrier level, was made as per FCC Rule (47 CFR 76.605(a)(5)).
The results are presented below

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

Time Warner Cable

Binghamton Division

Proof of Performance Tests

System name: Oneonta

Field Test Point locations

TP #	TP Name	Node #	Cascade GNA/LE	Tap/Port	Pole #	Physical Location
1	PEARL STREET	4	2/2	15/8	NYSEG #3 TEL #3	PEARL STREET ONEONTA
2	EAST WORCESTER	11	3/2	14/2	NM 14 1/2 NYT 265	NYS RT 7 E EAST WORCESTER
3	COOPERSTOWN	70	6/1	17/4	NYSEG #21 NYT #2	RT 52 COOPERSTOWN
4	GILBERTSVILLE	96	2/2	14/2	1279/27	BLOOM AND MILL STREETS, GILBERTSVILLE
5	BAINBRIDGE	54	7/0	14/2	2168/8	DELAWARE CTY RT 39, SIDNEY BAINBRIDGE
6	DELHI	83	5/1	17/4	53/4	DELAWARE CTY RT 10 MERIDALE
7	WALTON	87	4/0	20/4	NYSEG 35/32A	NYS RT 206 W WALTON

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 27-Jan-05

Test Performed By: Matt Peterson

Location: Test Point #1 Pearl Street, Oneonta

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	0.4	45.3	58.8	61.6	1.0
15	1.4	46.8	54.1	61.2	
22	0.7	46.2	56.8	61.8	
24	1.2	48.5	60.5	58.7	
28	1.1	47.9	56.3	59.3	
38	1.3	50.6	54.7	64.9	
42	0.2	48.6	56.7	63.6	
45	1.5	48.6	54.8	63.3	
51	0.7	49	53	63.6	
57	0.6	48.6	60.6	63.3	
77	0.3	47	51.2	61.6	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 26-Jan-05

Test Performed By: Matt Peterson

Location: Test Point #2 East Worcester

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	0.5	43.7	60.3	57.3	0.8
15	1.4	43.8	55	58.7	
22	0.4	43.5	54.4	58	
24	1.1	43.9	57.6	59.1	
28	1.2	43.8	55.8	58.3	
38	0.7	43.1	57.3	57.7	
42	0.3	44.7	51.5	61.2	
45	1.3	44	50.9	57.6	
51	1.1	43.9	51.8	58.3	
57	0.4	43.7	51.1	58.9	
77	0.9	43.7	51	58.5	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 25-Jan-05

Test Performed By: Matt Peterson

Location: Test Point #3 Cooperstown

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	0.4	45.3	54	65.9	1.0
15	1.8	45.4	58	56.1	
22	0.3	48.1	52	66.6	
24	1.4	48.13	56.4	58.4	
28	1.5	49	57.3	63.2	
38	1.8	50.4	58.2	68.23	
42	0.5	47.4	56.6	57.4	
45	1.8	48.2	57.1	61.8	
51	0.8	48.3	55.8	63.9	
57	0.5	44.6	52.8	62.1	
77	1.1	44.1	57.9	57.5	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 27-Jan-05

Test Performed By: Matt Peterson

Location: Test Point #4 Gilbertsville

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	0.4	47.2	54.2	61.8	1.2
15	1.4	43.9	52	58.4	
22	0.3	47.6	52.6	61.6	
24	1.4	47.3	56	61.9	
28	0.2	46.6	54.2	56.8	
38	1.5	50	52	64.9	
42	0.2	49	51.8	63.1	
45	1.7	48.2	51.9	63.1	
51	0.6	48.4	51.6	63.7	
57	0.5	46.6	52.2	61.1	
77	0.2	46.9	56.2	60.7	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 28-Jan-05

Test Performed By: Matt Peterson

Location: Test Point #5 Bainbridge

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
			CTB	CSO	
	(+/- dB)	(dB)			(%)
3	0.3	44.7	59.6	58	0.8
15	1.5	48.4	52.2	63.1	
22	0.5	45.9	54.6	61.8	
24	1.2	48.5	57.5	62.7	
28	1.4	44.1	52.6	56.7	
38	1.4	44	54.4	59.1	
42	0.5	44.9	52.5	57.8	
45	0.6	44.3	51.3	58.4	
51	0.7	43.2	51.8	57.7	
57	0.4	44.7	51.9	60.7	
77	0.6	46.2	53.3	61.7	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 2-Feb-05

Test Performed By: Matt Peterson

Location: Test Point #6 Delhi

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	0.4	45	59.4	57.5	0.8
15	1.5	46.2	53.2	58.4	
22	0.6	47	54.2	66.8	
24	1.3	47.5	57.1	65.2	
28	1.5	47.2	53.5	64.1	
38	1.2	44.6	54.5	59.7	
42	0.5	44.3	52	57.9	
45	1	44	52.8	58.6	
51	0.8	44.3	54.3	58.8	
57	0.4	44.8	52.1	59.5	
77	1.2	43.3	54.3	58.2	

IN CHANNEL RESPONSE Test

CARRIER - TO - NOISE Test

COHERENT DISTURBANCES Test

LOW FREQUENCY DISTURBANCES Test

System Name: ONEONTA Date: 2-Feb-05

Test Performed By: Matt Peterson

Location: Test Point #7 Walton

Note: Make measurements through a 100 ft. test drop cable without converter.

Channel Number	In Channel Response	Carrier To Noise Ratio	Distortions (-dbc)		Hum
	(+/- dB)	(dB)	CTB	CSO	(%)
3	1	44.3	53	61.6	1.3
15	1.8	43	55	60.8	
22	0.4	48.3	55.2	64	
24	1.7	44.1	54	58.9	
28	0.2	49.4	53.6	62.9	
38	1.8	48.3	55.1	61.7	
42	0.3	48.3	55.5	65.7	
45	1.9	48.6	52.3	65.3	
51	1.6	48.8	53.3	58	
57	0.5	46.6	54.2	65.2	
77	1.1	45.1	53.43	66.3	

STATE OF NEW YORK
COUNTY OF OTSEGO, SS

LEGAL NOTICE
PLEASE TAKE NOTICE that Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, has filed an application for Renewal of its Certificate of Confirmation and Cable Television Franchise in the Town of Exeter, Otsego County, New York, with the New York State Public Service Commission.

The application is available for public inspection at the offices of the New York State Public Service Commission and at the office of the Town Clerk, Town of Exeter, 7411 State Highway 28, Schuyler Lake, NY 13457, during normal business hours.

Any interested persons may file comments on the appli-

Diane Belsky of West Laurens NY, in said County, being duly sworn, deposes and says that she is the Credit Manager for the newspaper called The Daily Star, printed and published in Oneonta NY aforesaid, and that the advertisement of which the annexed is a printed copy, has been published in the said newspaper on the

23rd

Day(s) of JANUARY
2006

Diane Belsky

Sworn to before me the 23rd
Day of January 2006

Debra A. Balantic

NOTARY PUBLIC

DEBRA A. BALANTIC
Notary Public, State of New York
No. 01BA4352171
Qualified in Otsego County
Commission Expires February 18, 2006

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ORIGINAL

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

~~RECORDED~~ 662
~~RECORDED~~
~~LETTER~~
COPY ATTACHED THERETO

September 13, 2005

TO: THE COMMISSION

FROM: OFFICE OF TELECOMMUNICATIONS

SUBJECT: Issuance of Temporary Operating Authorities for the cable television companies and associated municipal franchise service areas listed on Appendix 1

JAS
SESSION SEP 21 2005

RECOMMENDATION: It is recommended that the Secretary be authorized to notify by letter directive, the grant of temporary operating authority to the companies listed on Appendix 1 to continue the provisions of cable television service in each listed municipality for an additional six month period, subject to the conditions set forth in the memorandum.

The cable television companies listed on Appendix 1 are providing cable television services within each of the municipalities listed on Appendix 1. The companies are providing cable television services in the municipalities shown pursuant to municipal franchises or Temporary Operating Authorities granted by the Commission. Those municipal franchises or Temporary Operating Authorities will expire on the dates shown in the Appendix. Each of the companies and the associated municipalities are in the process of negotiating a franchise renewal and none are expected to complete that process before the indicated expiration dates.

Staff believes that it is in the public interest to continue the operating authority of cable television companies during the negotiation of franchise renewal in order to ensure the continued provision of cable television services in the affected municipal franchise areas, and to mitigate the potential for adverse impacts on the cable companies' ability to continue service in the absence of formal operating authority. Accordingly, we recommend that each company listed on Appendix 1 be granted, for each municipality listed, temporary authority to continue its cable television operations for an additional six month period. The temporary operating authority should be

granted on the condition that all the terms and conditions of the recently expired franchise will continue to apply during the term of the temporary authority, as well as all of the Franchise Standards set forth in Part 895 of Subtitle 16 of the Official Compilation of Codes, Rules and Regulations of the State of New York. In the event any franchise provision is inconsistent with a provision of Part 895, the provision most beneficial to the subscriber should be controlling.

Respectfully submitted,

John A. Figliozzi/pm
JOHN A. FIGLIOZZI
Acting Chief, Municipal
Assistance Section

Approved by:

Chad G. Hume/pm

CHAD G. HUME

Deputy Director, Office of Telecommunications

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 1) Case No.: 03-V-1133
Company Name: Cablevision Systems of Wappingers Falls
Municipality Name: Town of Wappingers (Dutchess Co.)
TOA Expiration Date: October 13, 2005
- 2) Case No.: 97-V-0336
Company Name: Cablevision Systems Great Neck Corp.
Municipality Name: Village of Kensington (Nassau Co.)
TOA Expiration Date: October 9, 2005
- 3) Case No.: 97-V-0353
Company Name: Cablevision Systems Great Neck Corp.
Municipality Name: Village of Russell Gardens (Nassau Co.)
TOA Expiration Date: September 21, 2005
- 4) Case No.: 97-V-0335
Company Name: Cablevision Systems Great Neck Corp.
Municipality Name: Village of Great Neck Plaza (Nassau Co.)
TOA Expiration Date: October 9, 2005
- 5) Case No.: 97-V-0352
Company Name: Cablevision Systems Great Neck Corp.
Municipality Name: Village of Munsey Park (Nassau Co.)
TOA Expiration Date: October 9, 2005
- 6) Case No.: 03-V-1134
Company Name: Cablevision Systems-Rockland/Ramapo, Inc.
Municipality Name: Village of Airmont (Rockland Co.)
TOA Expiration Date: October 17, 2005
- 7) Case No.: 05-V-0173
Company Name: Cablevision Systems Westchester Corp.
Municipality Name: Village of Tuckahoe (Westchester Co.)
TOA Expiration Date: October 1, 2005
- 8) Case No.: 05-V-0172
Company Name: Cablevision Systems Westchester Corp.
Municipality Name: Village of Bronxville (Westchester Co.)
TOA Expiration Date: October 1, 2005

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 9) Case No.: 05-V-0171
Company Name: Cablevision Systems Westchester Corp.
Municipality Name: Town of Eastchester (Westchester Co.)
TOA Expiration Date: October 1, 2005
- 10) Case No.: 05-V-1007
Company Name: Cablevision Systems of Ossining
Municipality Name: Town of Mount Pleasant (Westchester Co.)
Franchise Expiration Date: September 26, 2005
- 11) Case No.: 05-V-1008
Company Name: Cablevision Systems of Ossining
Municipality Name: Village of Ossining (Westchester Co.)
Franchise Expiration Date: October 4, 2005
- 12) Case No.: 02-V-1065
Company Name: Time Warner-Mount Vernon Division
Municipality Name: City of Mount Vernon (Westchester Co.)
TOA Expiration Date: October 8, 2005
- 13) Case No.: 02-V-1063
Company Name: Time Warner-Hudson Valley Region
Municipality Name: Town of Lumberland (Sullivan Co.)
TOA Expiration Date: October 2, 2005
- 14) Case No.: 04-V-0961
Company Name: Time Warner-Binghamton Division
Municipality Name: Town of Lisle (Broome Co.)
TOA Expiration Date: September 23, 2005
- 15) Case No.: 03-V-0115
Company Name: Time Warner-Binghamton Division
Municipality Name: Town of New Berlin (Chenango Co.)
TOA Expiration Date: October 11, 2005
- 16) Case No.: 05-V-1010
Company Name: Time Warner-Binghamton Division
Municipality Name: Town of Exeter (Otsego Co.)
TOA Expiration Date: October 13, 2005

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 17) Case No.: 05-V-0184
Company Name: Time Warner-Albany Division
Municipality Name: Village of Voorheesville (Albany Co.)
TOA Expiration Date: September 28, 2005
- 18) Case No.: 04-V-0962
Company Name: Time Warner-Albany Division
Municipality Name: Town of Kinderhook (Columbia Co.)
TOA Expiration Date: October 12, 2005
- 19) Case No.: 05-V-0138
Company Name: Time Warner-Syracuse Division
Municipality Name: City of Cortland (Cortland Co.)
TOA Expiration Date: October 11, 2005
- 20) Case No.: 05-V-0141
Company Name: Time Warner-Syracuse Division
Municipality Name: Village of Homer (Cortland Co.)
TOA Expiration Date: October 11, 2005
- 21) Case No.: 05-V-0140
Company Name: Time Warner-Syracuse Division
Municipality Name: Town of Homer (Cortland Co.)
TOA Expiration Date: October 11, 2005
- 22) Case No.: 05-V-0139
Company Name: Time Warner-Syracuse Division
Municipality Name: Town of Cortlandville (Cortland Co.)
TOA Expiration Date: October 11, 2005
- 23) Case No.: 05-V-0137
Company Name: Time Warner-Syracuse Division
Municipality Name: Village of McGraw (Cortland Co.)
TOA Expiration Date: October 11, 2005
- 24) Case No.: 05-V-0144
Company Name: Time Warner-Syracuse Division
Municipality Name: Village of Baldwinsville (Onondaga Co.)
TOA Expiration Date: October 12, 2005
- 25) Case No.: 05-V-0145
Company Name: Time Warner-Syracuse Division
Municipality Name: Town of Lysander (Onondaga Co.)
TOA Expiration Date: October 12, 2005

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 26) Case No.: 99-V-0576
Company Name: Time Warner-Rochester Division
Municipality Name: City of Rochester (Monroe Co.)
TOA Expiration Date: September 30, 2005

- 27) Case No.: 03-V-1075
Company Name: Time Warner-Rochester Division
Municipality Name: City of Batavia (Genesee Co.)
TOA Expiration Date: September 27, 2005

- 28) Case No.: 03-V-1076
Company Name: Time Warner-Rochester Division
Municipality Name: Town of Penfield (Monroe Co.)
TOA Expiration Date: October 12, 2005

- 29) Case No.: 98-V-1008
Company Name: Time Warner-Rochester Division
Municipality Name: Town of Waterloo (Seneca Co.)
TOA Expiration Date: October 19, 2005

- 30) Case No.: 04-V-1586
Company Name: Time Warner-Rochester Division
Municipality Name: Village of LeRoy (Genesee Co.)
Franchise Expiration Date: September 23, 2005

- 31) Case No.: 05-V-0108
Company Name: Time Warner-Rochester Division
Municipality Name: Village of Leicester (Livingston Co.)
Franchise Expiration Date: October 3, 2005

- 32) Case No.: 05-V-0146
Company Name: Time Warner-Potsdam Division
Municipality Name: Town of Fowler (St. Lawrence Co.)
TOA Expiration Date: September 23, 2005

- 33) Case No.: 04-V-1018
Company Name: Time Warner-Saugerties Division
Municipality Name: Town of Ulster (Ulster Co.)
TOA Expiration Date: October 4, 2005

- 34) Case No.: 05-V-1023
Company Name: Time Warner-Orange County
Municipality Name: Village of New Paltz (Ulster Co.)
Franchise Expiration Date: September 21, 2005

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 35) Case No.: 05-V-1022
Company Name: Time Warner-Orange County
Municipality Name: Town of New Paltz (Ulster Co.)
Franchise Expiration Date: September 21, 2005
- 36) Case No.: 05-V-0286
Company Name: Parnassos, LP
Municipality Name: Town of Freedom (Cattaraugus Co.)
TOA Expiration Date: October 16, 2005
- 37) Case No.: 05-V-0169
Company Name: Parnassos, LP
Municipality Name: Village of Cattaraugus (Cattaraugus Co.)
TOA Expiration Date: October 9, 2005
- 38) Case No.: 04-V-0842
Company Name: Parnassos, LP
Municipality Name: Town of Brant (Erie Co.)
TOA Expiration Date: September 30, 2005
- 39) Case No.: 04-V-0123
Company Name: Charter Communications
Municipality Name: City of Salamanca (Cattaraugus Co.)
TOA Expiration Date: September 30, 2005
- 40) Case No.: 04-V-0122
Company Name: Charter Communications
Municipality Name: Town of Great Valley (Cattaraugus Co.)
TOA Expiration Date: September 30, 2005
- 41) Case No.: 04-V-0121
Company Name: Charter Communications
Municipality Name: Town of Little Valley (Cattaraugus Co.)
TOA Expiration Date: September 22, 2005
- 42) Case No.: 04-V-0262
Company Name: Charter Communications
Municipality Name: Town of Salamanca (Cattaraugus Co.)
TOA Expiration Date: September 30, 2005

LIST OF CABLE TELEVISION COMPANIES AND
MUNICIPALITIES WITH EXPIRING FRANCHISES
OR TEMPORARY OPERATING AUTHORITIES

- 43) Case No.: 04-V-0120
Company Name: Charter Communications
Municipality Name: Village of Little Valley
(Cattaraugus Co.)
TOA Expiration Date: September 30, 2005
- 44) Case No.: 04-V-0968
Company Name: Chelsea Communications
Municipality Name: City of Olean (Cattaraugus Co.)
TOA Expiration Date: October 16, 2005
- 45) Case No.: 98-V-1234
Company Name: Adelphia Cable Communications of NY
Municipality Name: City of Auburn (Cayuga Co.)
TOA Expiration Date: October 19, 2005
- 46) Case No.: 05-V-0142
Company Name: Adelphia Cable Communications of NY
Municipality Name: Town of St. Johnsville (Montgomery Co.)
TOA Expiration Date: October 12, 2005
- 47) Case No.: 05-V-0143
Company Name: Adelphia Cable Communications of NY
Municipality Name: Town of Minden (Montgomery Co.)
TOA Expiration Date: October 11, 2005
- 48) Case No.: 03-V-1045
Company Name: Haefele TV, Inc.
Municipality Name: Town of Milo (Yates Co.)
TOA Expiration Date: October 17, 2005
- 49) Case No.: 05-V-1009
Company Name: Haefele TV, Inc.
Municipality Name: Town of Smithville (Chenango Co.)
Franchise Expiration Date: October 17, 2005

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE

THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

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

PUBLIC SERVICE COMMISSION

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General Counsel

JACLYN A. BRILLING
Secretary

September 28, 2005

Time Warner-Binghamton Division
P.O. Box 2086
Binghamton, NY 13902

Supervisor
Town of Exeter
HC 69 Box 86
West Winfield, NY 13491

Case #: 05-V-1010

Dear Sir/Madam:

The Temporary Operating Authority under which Time Warner-Binghamton Division has been providing service in the Town of Exeter will expire October 13, 2005.

The Company and the municipality are negotiating a franchise renewal. The Public Service Commission has determined that it would be in the public interest to grant Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal. The expired franchise sets forth certain rights and obligations of the parties. Part 895 of our cable rules, 16 NYCRR, sets forth franchise standards which must be contained in a cable television franchise presented to the Commission for approval.

This Temporary Operating Authority is granted on condition that during the terms of this authority, the parties shall comply with all the terms and provisions of their expired franchise and all of the provisions set forth in Part 895 of our cable rules. In the event any franchise provision is inconsistent with a provision of Part 895, the provision most beneficial to the subscriber shall be controlling.

Subject to the conditions and understanding expressed herein, Temporary Operating Authority is hereby granted to Time Warner-Binghamton Division for its operations in the Town of Exeter, said authority to expire April 13, 2006.

By direction of the Commission,

A handwritten signature in cursive script that reads "Jaclyn A. Brillling".

JACLYN A. BRILLING
Secretary

PENDING PETITION MEMO

Date: 8/17/2005

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: TIME WARNER CABLE
SUBJECT: 05-V-1010

Petition of the Town of Exeter, Otsego County for approval of Temporary Operating Authority for its Franchise with Time Warner Entertainment-Advance/Newhouse.

No distribution.