

PENDING PETITION MEMO

Date: 10/9/2007

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
SUBJECT: 07-V-1205

Petition of Time Warner Entertainment-Advance/Newhouse Partnership for
Renewal of its Franchise with the Town of Elbridge, Onondaga County.
Initial franchise docket #11038.



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October 4, 2007

VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

Secretary Jaclyn Brilling
N.Y.S. Department of Public Service
Three Empire State Plaza - 19th Floor
Albany, New York 12223

Re: Franchise Renewal Application

Dear Ms. Brilling:

Enclosed please find an original and 4 (four) copies of the application for renewal of the cable television franchise agreement between Time Warner Entertainment - Advance/Newhouse Partnership and the Town of Elbridge (Onondaga County).

If you have any questions, please do not hesitate to contact me at (315) 634-6107.

Sincerely,

Thomas P. Doheny
Manager of Government Reporting

Enclosures

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

TOWN OF ELBRIDGE

THIS AGREEMENT, executed in triplicate this 30 day of June, 2007, by and between the **TOWN OF ELBRIDGE**, (hereinafter 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 6005 Fair Lakes Road, P.O. Box 4733, East Syracuse, NY 13221, hereinafter referred to as "Franchisee."

WITNESSETH

WHEREAS, Pursuant to the Town Law the Board has the exclusive power on behalf of the Municipality 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 Municipality 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 Municipality and whereas the Board and Franchisee 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 Municipality has conducted negotiations with Franchisee and has conducted one or more public hearings on Franchisee'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 Franchisee's technical ability, financial condition and character; said public hearing also included consideration and approval of Franchisee'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 Franchisee'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 Franchisee and has determined that said franchise agreement and Franchisee respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("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 Town Board Members of the Municipality.
- (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 paths, 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) "Franchisee" means Time Warner 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 Franchisee to construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (h) "FCC" means the Federal Communications Commission, its designees and any successor thereto.
- (i) "Gross Revenues" means all revenues, actually received by and paid to Franchisee by subscribers residing within the Municipality for Cable Television Service purchased by subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) excise taxes; or (2) sales taxes; or (3) bad debt or late fees; or any other taxes or fees, which are imposed on Time Warner Cable or any subscriber or government unit and collected by Time Warner Cable for such governmental unit.

- (j) "May" is permissive.
- (k) "Municipality" means the Town of Brutus. Wherever the context shall permit, Board, Council and Municipality 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 Franchisee over the Cable Television System for which a separate rate is charged for such category by Franchisee.
- (o) "Shall" or "will" are mandatory.
- (p) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (r) "Video Programming" means any 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 Municipality hereby grants to Franchisee the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across any and all said Streets such 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 Franchisee, for the operation of its cable system. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee 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 Franchisee, for the operation of

its cable system. Upon request by Franchisee and at Franchisee's sole expense, the Municipality hereby agrees to assist Franchisee in gaining access to and using such easements.

- (b) Nothing in this Franchise shall limit the right of Franchisee 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 Franchisee. The provision by Franchisee of any service other than cable service shall be subject to all applicable laws and regulations and to any right the Municipality may have to require fair and reasonable compensation for Franchisee'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 Municipality 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 Municipality 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 Franchisee without the prior written consent of Franchisee. Grantee shall indemnify Franchisee against any damages or expenses incurred by Franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of Franchisee caused by the Grantee." As used immediately above in the above quoted paragraph, the term "Franchisee" shall mean Franchisee Entertainment-Advance/Newhouse Partnership, as defined in this Franchise, and its successors, assigns and transferees.

- (e) This Franchise is non-exclusive. No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those placed upon another cable television franchise operating in the same franchise area."

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 MUNICIPALITY

- (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 Municipality 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 Municipality hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with Franchisee 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 Municipality has considered and approved Franchisee's technical ability and character and has considered and found adequate Franchisee's plans for constructing and operating the cable system.
- (c) Review of Franchisee's Performance. At any time during the Franchise term, at the request of the Town or the Company, the Town and the Company shall participate in a review of the Company's operations hereunder. Any changes in this franchise suggested, as a result of this review shall only be effected by mutual consent.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be ten (10) years.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

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

SECTION 6 – REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Franchisee hereunder in any of the following events or for any of the following reasons:
- (i) Franchisee fails to pay within thirty (30) business days of its due date; or
 - (ii) Franchisee fails to substantially comply or to take reasonable steps to comply with a material provision of this Franchise agreement; or
 - (iii) Franchisee is adjudged a bankrupt; or
 - (iv) Franchisee 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 Municipality shall provide written notice to Franchisee describing in reasonable detail the alleged violation so as to afford the Franchisee an opportunity to remedy the same. Franchisee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation or if such violation is of such a nature or character as to require more than sixty (60) days within which to correct, such time period shall be extended, provided, however, Franchisee has commenced corrective action within thirty (30) days and thereafter exercises due diligence to correct the same. If Franchisee fails to correct the violation or to commence corrective action in the time period set forth, the Municipality may revoke the Franchise.
- (c) Franchisee may notify the Municipality that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Franchisee shall specify with particularity the matters disputed by Franchisee. Upon receipt of said notice from Franchisee, the Municipality shall, following no less than fifteen (15) days prior written notice to Franchisee, schedule a Town Board meeting to determine whether a violation has occurred.
- The Municipality shall hear Franchisee's dispute at the Town Board meeting at which Franchisee and public will be afforded a full and fair opportunity to be heard. The Town Board shall determine if Franchisee has committed any of the violations as outlined in (i) through (iv) above and shall make written findings of fact relative to its determination. In the event the Town Board determines that a violation has occurred, Franchisee shall correct the violation or commence corrective action in the time period set forth in subsection (b).
- (d) The Municipality may revoke the Franchise or impose any other penalty hereunder only after a public hearing of which Franchisee has been given at least fifteen (15) days notice and at which Franchisee has a right to be heard and present evidence.
- (e) Franchisee shall have the right to challenge any determination of non-compliance or revocation or imposition of other penalty to a state or federal district court as Franchisee may choose and any

revocation or imposition of other penalty shall not become effective until any such challenge has been finally determined or the time for instituting such challenge shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Municipality from all liability, damage and cost 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 Municipality 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 Municipality evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality 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.
- (c) Damage to Municipal Property: Any property of the Municipality damaged or destroyed by the installation or operation of the Cable Television System shall be promptly repaired or replaced by the Company and restored to a condition that existed prior to such damage.
- (d) Worker's Compensation: Time Warner Cable shall carry such insurance as it deems necessary to protect it from claims made under the applicable New York Sate Worker's Compensation Laws.
- (e) Notification of Claims: The Municipality shall notify Time Warner Cable or its local representative within fifteen (15) business days in case of presentation to the Municipality of any claim, demand, suit or action of any type against the Municipality caused by Time Warner Cable. Time Warner Cable may appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi judicial, administrative, legislative, or otherwise, brought or instituted or had by third persons or duly constituted authorities, against, or affecting Municipality, its officers, councilpersons, commissions, agents, or employees, and arising out of or pertaining to the exercise or the enjoyment of this Franchise or the granting thereof by the Municipality. Time Warner Cable shall have sole discretion to compromise, settle or defend said suits, actions or other legal proceedings.

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

- (a) Franchisee 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 Franchisee for Franchisee'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, Franchisee may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.
- (b) Subject to the provisions of sub-paragraph (c) below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines be installed underground, Franchisee shall install its lines underground in accordance with such requirement.
- (c) Notwithstanding the foregoing, if Franchisee shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Municipality shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Municipality as a result of the relocation or other improvements by the Municipality 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 Municipality. In the event any other person, including a public utility, is compensated for similar relocation or reinstallation then in such case Franchisee shall be similarly compensated.
- (b) Franchisee shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting the same. Franchisee 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) Franchisee or any person authorized by Franchisee to erect, construct or maintain any of the property of Franchisee 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 Franchisee 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) Franchisee 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 Municipality. Franchisee 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. Franchisee shall promptly repair or replace any municipal property damaged or destroyed by Franchisee so as to restore it to serviceable condition.
- (c) Whenever Franchisee 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 Franchisee from the Municipality or after Franchisee becomes aware of the same, in such fashion so as to restore the property or Street to serviceable condition. Franchisee is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e., in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

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

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

- (a) Franchisee shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the Rules of the NYSPSC. For the purpose of this calculation, the number of homes per linear mile of aerial cable shall be

twenty five (25) and located within 200 feet of aerial feeder cable.

- (b) Company shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.
- (c) Where, in any place within the Municipality all of the electric and telephone utilities shall be located underground, it shall be the obligation of the Company to locate or to cause its property to be located underground within such places. The Company shall have an affirmative obligation to relocate aerial lines underground at the same time as electric and telephone utilities are so required. If the Company shall in any instance be unable to locate or relocate any part of its property underground, then the Supervisor of the Municipality, on being apprised of the facts thereof, shall permit such property to remain above the ground even though other facilities in the area may be placed underground. However, any such permission shall be on such conditions as the Supervisor of the Municipality may reasonably require to protect the public health and safety. If the Company is required to relocate its facilities underground, it shall do so at its own expense provided utilities and other users of the rights of way do so at their own expense.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Franchisee shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC. Franchisee shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Franchisee shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. Franchisee 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. Franchisee shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request an inspection or test performed, all at the Municipality's expense. Franchisee shall fully cooperate in the performance of such testing.
- (b) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of 750 MHz. Franchisee shall exercise reasonable efforts in good faith to maximize the number of energized channels available to subscribers.

SECTION 14 - RATES

- (a) No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC or Section 895.1(e) of the

PSC. Rules.

- (b) The Company shall not unlawfully discriminate against individuals in the establishment and application of rates and charges for cable services available to generally all subscribers. This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its cable services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that provided on a bulk billed basis.

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

- (a) At the request of the Municipality, Franchisee shall provide and maintain a single service outlet to any accredited school, police station, firehouse and municipally owned building which is occupied for governmental purposes, provided the connection point is no further than two hundred (200) feet from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, without the express written consent of Franchisee.
- (b) Municipality, 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 Franchisee's compliance with the terms and conditions of this Franchise.
- (c) Records Retention: All books, records, correspondence, applications and other documentation of ongoing business relative to the operation of the Company within the Municipality shall be maintained for any period specified in the regulations of the PSC.
- (d) Reports: The Company shall submit, upon written request and within 10 business days of such request, copies of all petitions, applications and communications relating to the Municipality, which are submitted by the Company to the Federal Communications Commission, the New York State Public Service Commission, or any other Federal, or State regulatory commission or agency having jurisdiction in respect to any other matters affecting cable communications in the Municipality authorized pursuant to this Franchise.
- (e) Municipality and Franchisee agree that Franchisee's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.
- (f) Municipality will maintain the confidentiality of any information obtained pursuant to this

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

- (g) The Company shall maintain maps of suitable scale showing the location of headend, all trunk and distribution lines. Service drops need not be shown. Upon written request, within ten (10) days, the Company shall allow the Municipality to inspect all such maps for the purpose of insuring compliance with this franchise

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Franchisee shall comply with the minimum standards for public, educational and governmental (PEG) access as set forth in Section 895.4 of the Rules of the NYSPSC.

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for cable television service rendered to subscribers is due and payable in advance. A late charge, as determined by Franchisee, may be applied to delinquent accounts.
- (b) Payment for equipment provided by Franchisee to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Franchisee's standard and customary practices and applicable rules and regulations of the FCC and NYSPSC.
- (c) Franchisee shall have the right to disconnect delinquent subscribers and charge such subscribers a disconnection charge as determined by Franchisee, where:
 - (1) At least five (5) days have elapsed after written notice of discontinuance has been served personally upon a subscriber; or
 - (2) At least eight (8) days have elapsed after mailing to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.
- (d) Notice of Franchisee's procedures for reporting and resolving billing disputes and Franchisee'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.

- (e) Franchisee shall offer to, and shall notify in writing, the subscribers of the availability of locking program control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence. Any subscriber requesting such device shall pay Franchisee in full upon receipt of the same charge to new subscribers at the time of installation and thereafter to all subscribers as required by Federal or State law.
- (f) In accordance with the applicable requirements of Federal and State laws, Franchisee shall provide written notice of any increases in rates or charges for any Cable Television Service.
- (g) The Administrator, as the case may be, for the Municipality for this Franchise shall be Supervisor or Mayor of the Municipality. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Municipality. All correspondence and communications between Franchisee and the Municipality pursuant to this Franchise shall be addressed by Franchisee to the Administrator.
- (h) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (i) Franchisee shall comply with the Customer Service Consumer Protection Standards set forth in Sections 890 and 896 of the Rules and Regulations of the NYSPSC.
- (j) At least once each year, Franchisee shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints.

SECTION 18 - FRANCHISE FEES

- (a) The Company shall pay to the Municipality on a quarterly basis throughout the term of this Franchise a sum equal to three percent (3 %) of Gross Revenues. Franchise fees shall be paid within sixty (60) days after the end of each calendar quarter. All fees shall be accompanied by a revenue summary statement in such form as the Company and Municipality shall agree.

No acceptance of any payment shall be construed as an accord that such payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable based upon the provisions of this franchise renewal agreement.

- (b) Subject to the approval of the NYSPSC, Municipality shall have the right to seek amendment of the franchise to reduce the franchise fee paid hereunder. Company shall use its best efforts to implement any new franchise fee percentage within 60 days of such approval.
- (c) In the event an audit concludes the Company's payment hereunder was underpaid by an amount greater than five percent (5%) of the proper payment, then the Company shall reimburse the

Town for the cost of the audit, in addition to any other remedies available to the Town. The Town may collect interest from the Company on the underpayment at a rate equal to the prime rate. If the Company disputes such finding, there shall be no imposition of interest while resolution of such disputes is attempted, or during the time the Company is challenging the Town's findings in any court of competent jurisdiction, unless the findings of the Town are upheld.

- (d) 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.

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 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.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Franchisee 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 Municipality.
- (e) Franchisee 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.

(f) Access to cable service will not be denied to any group of potential subscribers because of the income of the residents of the local area in which the group resides.

(g) The terms of the franchise are subject to the approval of the Public Service Commission.

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 Franchisee and Municipality may change where notice is to be given by giving notice to the other.

When notices sent to

Franchisee: Time Warner Cable of Syracuse
Attention: General Manager
6005 Fair Lakes Road
East Syracuse, New York 13057
Telephone: (315) 634-6200
Facsimile: (315) 463-8020

Or

Time Warner Cable
Attention: Division President
6005 Fair Lakes Road
East Syracuse, New York 13057
Telephone: (315) 634-6200
Facsimile: (315) 463-2088

When notices sent to

Municipality: Town of Elbridge
Attention: Supervisor
P.O. Box 568
Rt 31 West
Jordan, New York 13080

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 Franchisee 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 Franchisee. Franchisee shall not be deemed to be in violation or default during the continuance of such inability and Franchisee shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Franchisee's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable 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 Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee 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.

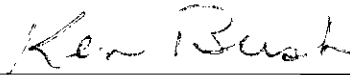
IN WITNESS WHEREOF, the parties hereto have executed this agreement this 22 day of June, 2007.

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

By: 
Mary Cotter

Title: Division President

**MUNICIPALITY:
TOWN OF ELBRIDGE**

By: 
Kenneth L. Bush, Jr.

Title: Supervisor

PROOF OF PUBLICATION
State of New York, County of Onondaga ss. Diane B. Scaffido, of the City of Syracuse, in said County, being duly sworn, doth depose and says: she is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, of which the annexed is a printed copy cut from said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

RECEIVED
TOWN OF ELBRIDGE
JAN 14 2007
TOWN OF ELBRIDGE
TOWN CLERK

TOWN OF ELBRIDGE
Ad #90632 PO # PLEASETAKENO
Paper PS Start 1/12 Stop 1/17
Times 2
Runs 1/12, 1/17
Text PLEASETAKENOT1

Diane B. Scaffido
Principal Clerk

Subscribed and Sworn to before me, this 1/17/07

Marguerite E. Soucy
NOTARY PUBLIC, ONONDAGA COUNTY, NY Commission Expires

MARGUERITE E. SOUCY

Notary Public in the State of New York

No. 01SO4966679

Qualified in Onondaga County

My Commission Expires May 14, 2010

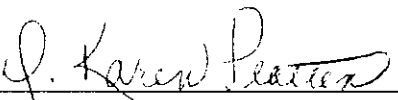
PLEASE TAKE NOTICE THAT the Town Board of the Town of Elbridge, Onondaga County, New York has scheduled a public hearing, with the purpose of considering the proposed renewal of the franchise of the Town of Elbridge, Onondaga County, New York, for the Village of Weedsport for the 25th of January, 2007, at 7:00 PM at the Jordan Elbridge High School Auditorium, 5122 Hamilton Road, Jordan, New York to consider renewal of the Town of Elbridge franchise held by Time Warner Entertainment-Advance Newhouse Partnership (hereinafter referred to as Time Warner Cable). The purpose of the hearing is to consider a Franchise Renewal Agreement which would renew Time Warner's Cable's cable television franchise for an additional ten (10) years commencing upon approval of the New York State Public Service Commission. While bringing the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended the Agreement, if approved by the Commission, shall take effect with out the prior approval of the New York State Public Service Commission. A copy of the Franchise Renewal Agreement is available for public inspection at the office of the Town Clerk during normal business hours. Interested persons may file comments or objections with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223.

STATE OF NEW YORK
COUNTY OF ONONDAGA
TOWN OF ELBRIDGE

I, the undersigned, Clerk of the Town of Elbridge, DO HEREBY CERTIFY that the preceding resolution was duly adopted by the Town Board of the Town of Elbridge at a Regular Meeting of the said Board duly called and held on June 20, 2007; that the said resolution was entered in the minutes of the said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct copy with the original thereof now on file in my office and that the same is a true and correct transcript of said resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Elbridge, on June 20, 2007.



D. Karen Platten
Town Clerk of the Town of Elbridge
In Onondaga County, New York

SEAL

TOWN OF ELBRIDGE
TOWN BOARD MEETING
JUNE 20, 2007

REGULAR MEETING: The Town Board of the Town of Elbridge met in regular session on June 20, 2007 at 7:00 PM in the Town Municipal Building, Route 31, Jordan, New York.

Supervisor Bush called the meeting to order at 7:00 PM and Robert Herrmann led the Pledge of Allegiance.

PRESENT: Supervisor Ken Bush Jr., Councilor George Betts, Councilor Bruce Ralston, Councilor Vern Richardson and Councilor Rita Dygert.

OTHERS PRESENT: Dirk Oudemool, Attorney; Tom Grenier, Verizon Attorney, Richard Ottman, D. Karen Platten, Town Clerk.

ADOPT MINUTES: On a motion of Councilor Betts seconded, by Councilor Dygert to dispense with the reading of the minutes of June 6, 2007 and adopt minutes as written. UC.

COMMUNICATIONS:

FROM:

- 1) Eastern Shore Associates-re: endorsements from NYMIR adding Jordan Elbridge Community Players effective 04/18/2007 with no change in premium.
- 2) General Code-re: products and services for the professional.
- 3) Office of Board of Elections-re: new guide lines under the Help America Vote Act to advise by June 21, 2007.
- 4) NYS Dept of Environmental Conservation-re: celebrate NY waters and renew our commitment to keep them healthy with packets to help municipalities understand & manage their waters.
- 5) Mary Saunders of Macs Family Restaurant-re: renew the beer and wine license.
- 6) Senator DeFrancisco office-re: preparing a resolution detailing information requesting funds.
- 7) Daniel Young-re: Governor's new Central NY Regional Representative.
- 8) Justice John M Kneeland-re: Resignation from Elbridge Town Court effective 07/09/2007.
- 9) Office of the County Executive-re: calling (today) members of our state legislative delegation in support of the new communication system.
- 10) Justice Office-re: Court is cancelled for July 2, 16, 23 and August 6th. Court office will be open.

OLD BUSINESS:

On a motion of Councilor Richardson, seconded by Councilor Ralston the following resolution was

ADOPTED: 5 AYES BETTS RALSTON RICHARDSON DYGERT BUSH
 0 NAYS

Resolved: that the Town Board of the Town of Elbridge authorizes the Supervisor to sign and accept the Time Warner Cable Contract. Three (3) signed copies of the contract, proof of publication for the public hearing and minutes from the public hearing and will be sent to Time Warner per agreement of the contract.

NEW BUSINESS:

PROOF OF PUBLICATION

State of New York, County of Onondaga ss. Maggie Soucy, of the City of Syracuse, in said County, being duly sworn, doth depose and says: she is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, of which the annexed is a printed copy cut from said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

TIME WARNER CABL

Ad #52018 PO # LEGALNOTICEP

Paper PS Start 8/08 Stop 8/15

Times 2

Runs 8/8,15

Paper Start Stop

Times

Runs

Text LEGALNOTICEPLE

Maggie Soucy
Principal Clerk

Subscribed and Sworn to before me, this 8/15/07

Shannon Fordyce
NOTARY PUBLIC, ONONDAGA COUNTY, NY

Commission Expires

LEGAL NOTICE
PLEASE TAKE NOTICE THAT
Time Warner Entertainment-
Advance/Newhouse Partne-
ship, a New York general
partnership organized and ex-
isting under the laws of the
State of New York d/b/a Time
Warner Cable, has filed an ap-
plication for renewal of its
Certificate of Confirmation
and Cable Television Fran-
chise in the Town of Elbridge,
Onondaga County, New York,
with the New York State Pub-
lic Service Commission. The
application is available for
public inspection at the offi-
ces of the New York State Pub-
lic Service Commission and at
the office of the Clerk of the
Town of Elbridge, 5 Route 31,
Jordan, New York 13080, dur-
ing normal business hours.
Any interested persons may
file comments on the applica-
tion with the New York State
Public Service Commission,
Three Empire State Plaza, Al-
bany, New York 12223. TIME
WARNER CABLE SYRACUSE
DIVISION

SHANNON FORDYCE

Notary Public in the State of New York

No. 01FO6045046

Qualified in Onondaga County

My Commission Expires July 17, 2010

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION
(Form R-2):

1. The exact legal name of applicant is:

Time-Warner Entertainment-Advance/Newhouse Partnership

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

Time Warner Cable - Syracuse Division

3. Applicant's mailing address is:

6005 Fair Lakes Road

P.O. Box 4791

East Syracuse, NY 13221

4. Applicant's telephone number(s) is (are):

(315) 634-6100

Time Warner Cable

6005 Fair Lakes Road

East Syracuse, NY 13221

5. (a) This application is for the renewal of operating rights in the

Town of Elbridge - Onondaga County

(Municipality & County)

- (b) Applicant serves the following additional municipalities from the same headend or from a different headend but in the same or adjacent county:

See Attached List (Exhibit 1)

6. The number of subscribers in each of the municipalities noted above is:

- Primary residential connections	<u>See Question #5(b)</u>
- Secondary residential connections	<u>N/A</u>
- Residential pay-cable subscriptions	<u>N/A</u>
- Commercial connections	<u>N/A</u>
- Other	<u>N/A</u>

7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate):

See Attached Channel Line-Up Card (Exhibit A)

8. Applicant does X does not _____ provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

Applicant has carried over 100 hours of locally originated programming of various types, including PEG Access.

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

- Primary residential connections	<u>See Attached Rate Card (Exhibit B)</u>
- Secondary residential connections	<u>See Attached Rate Card (Exhibit B)</u>
- Pay-cable subscriptions	<u>See Attached Rate Card (Exhibit B)</u>
- Commercial connections	<u>See Attached Rate Card (Exhibit B)</u>
- Other	<u>See Attached Rate Card (Exhibit B)</u>

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5(a)? 0 miles
In the municipalities specified in Question 5(b)? See Attached List (Exhibit 2)

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

The System is rebuilt to a minimum of 750 MHZ.

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

(a) Current Statement of Assessment pursuant to Section 217 Chapter 83?

X Yes No

(b) Current Annual Financial Report? X Yes No

If answer to any of the above is negative, please explain:

N/A

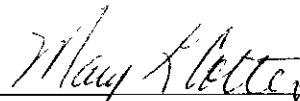
13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so describe below:

No event or change has occurred during the past twelve 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 the Town of Adams Certificate of Confirmation and Franchise Agreement.



Mary L. Cotter

President

Time Warner Cable - Syracuse Division

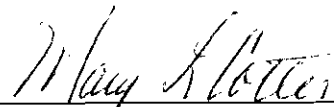
Dated: August 16, 2007

Please attach a copy of applicant's current annual performance test.

STATE OF NEW YORK)
) S.S.:
COUNTY OF ONONDAGA)

MARY L. COTTER, being sworn, says:

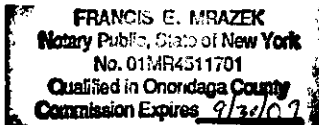
1. I am President of the Syracuse Division of Time Warner Cable and
 I am familiar with the business operations of the Company
2. This application was prepared by me or under my direct supervision.
3. All of the statements and information contained herein are true and
 accurate to the best of my knowledge and belief.

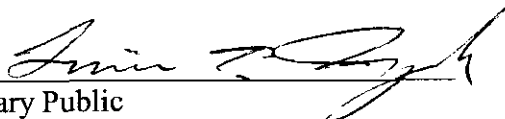


Mary L. Cotter

Sworn to before me this

16th day of August, 2007





Notary Public

EXHIBIT A

Basic Channel Line-up

100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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Standard Channel Line-up

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EXHIBIT B

Syracuse Rates & Services

Syracuse 4/07
SYR 1811

	56.68
Standard Service	55.43

Includes: 100 Basic Channels, 100 On Demand
1 Standard Definition Cable Channel

Home Box Office	12.95
Cinemax	9.95
Showtime Unlimited <small>(Includes: The Elmore Culbert)</small>	10.95
Starz	8.75

Explorer Pak	8.50
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Includes: Digital Navigator Package

Digital Movie Pak	6.00
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Includes: Digital Navigator Package

High-Definition Package	4.95
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Sports Plus Package	1.95
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Latino Especial Package	9.95
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Digital Navigator Package	1.00
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Includes: Interactive Program Guide, Movie Choice channel
per month (includes: On Demand and Premium Services)

Digital Video Recorder (DVR) Service	7.95
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Family Choice	12.99
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Best Cable Service and Family Choice set-top box required.
Standard Cable Service. Premium service. On Demand service
and On Demand service are not available with Family Choice.
On Demand service is not available with Family Choice.

Home Terminal / Digital Terminal / HD Terminal	7.64
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Remote / Digital Remote	.31
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Cable Card <small>(for Digital Cable Card Set)</small>	2.73
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Standard Install / Reconnect	33.74
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(per wired home)

Standard Installation <small>(per wired home)</small>	50.51
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Additional Outlet(s)	22.16
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(if time for additional installation)

Additional Outlet(s) <small>(separate fee)</small>	34.06
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Equipment Deactivation Fee	3.99
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(Equipment will be applied to the standard fee)

COD Fee <small>(for no equipment or service at time of call)</small>	5.95
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Digital Terminal is required in order to receive some channels and/or services. Rates and charges apply to standard residential installation and service. The above rates for cable service packages and equipment do not include franchise fees or State and Federal regulatory fees.

6005 Fair Lakes Road • E. Syracuse, NY 13057-4250
(315) 654-6000 • www.twcny.com



CURRENT ANNUAL PERFORMANCE TEST

Exhibit 1

Question 5(b): Applicant serves the following additional Municipalities from the same headend or from a different headend but in the same or adjacent county:

<u>Municipality</u>	<u>Subscribers</u>	<u>Municipality</u>	<u>Subscribers</u>
Village of E. Carthage	1,223	Town of Antwerp	5
Town of LeRay	32	Town of Philadelphia	60
Town of Theresa	40	Village of Antwerp	210
Village of Evans Mills	237	Village of Philadelphia	443
Village of Theresa	246	Fort Drum	2,843
Town of Champion	412	Town of Croghan	209
Town of Denmark	219	Town of New Bremen	269
Town of Wilna	456	Village of Castorland	96
Village of Copenhagen	255	Village of Croghan	300
Village of Deferiet	101	Village of Herrings	27
Village of W. Carthage	694	Town of Brownville	207
Town of Cape Vincent	664	Town of Clayton	1,030
Town of Hounsfield	156	Town of Lyme	111
Town of Orleans	557	Village of Cape Vincent	347
Village of Chaumont	223	Village of Clayton	619
Village of Dexter	349	Village of Sackets Harbor	572
Town of Bangor	337	Town of Bombay	201
Town of Burke	119	Town of Chateaugay	52
Town of Constable	274	Town of Fort Covington	339
Town of Malone	815	Town of Moira	399
Town of Westville	329	Village of Brushton	313
Village of Burke	83	Village of Chateaugay	340
Village of Malone	2,334	Town of Potsdam	1,097
Town of Canton	896	Town of Colton	495
Town of Dekalb	148	Town of Hermon	6
Town of Hopkinton	180	Town of Madrid	253
Town of Parishville	514	Town of Pierrepont	521
Town of Russell	120	Village of Canton	1,320
Village of Hermon	129	Village of Norwood	608
Village of Potsdam	1,849	Town of Fowler	341
Town of Gouverneur	426	Village of Gouverneur	1,405
Village of Richville	122	Town of Brasher	454
Town of Lawrence	223	Town of Louisville	1,033
Town of Massena	834	Town of Norfolk	500
Town of Stockholm	295	Town of Waddington	21
Village of Massena	4,415	City of Ogdensburg	3,873
Town of Lisbon	480	Town of Morristown	244
Town of Oswegatchie	561	Village of Heuvelton	295
Village of Morristown	163	Village of Rennselaer Falls	140
Village of Waddington	391	Town of Altona	241
Town of Champlain	416	Town of Chazy	790

Town of Ellenburg	390	Town of Mooers	205
Village of Champlain	416	Village of Mooers	205
Village of Rouses Point	852	Town of Martinsburg	192
Town of Henderson	157	Town of New Bremen	9
Town of Watson	310	Town of Grieg	315

Exhibit 2

Question 10: The number of miles of new cable television plant placed in operation by applicant during the past twelve (12) months in the municipalities specified in Question 5(b) are:

<u>Municipality</u>	<u>Miles of Plant</u>	<u>Municipality</u>	<u>Miles of Plant</u>
Town of Champion	0.16 Miles	Town of Hounsfield	0.16 Miles
Town of Champlain	0.1 Miles	Town of Chazy	0.3 Miles
Town of Ellenburg	0.1 Miles	Town of Mooers	0.1 Miles
Village of Rouses Point	0.1 Miles	Town of Bombay	0.1 Miles
Town of Constable	0.2 Miles	Town of Malone	0.2 Miles
Town of Westville	0.1 Miles	Village of Burke	0.2 Miles
City of Ogdensburg	0.3 Miles	Town of Lisbon	2.3 Miles
Town of Morristown	15.5 Miles	Town of Oswegatchie	6.5 Miles
Village of Heuvelton	0.1 Miles	Village of Morristown	0.1 Miles
V. of Rennselaer Falls	0.7 Miles	Town of Canton	0.6 Miles
Town of Parishville	0.2 Miles	Village of Norwood	0.7 Miles