

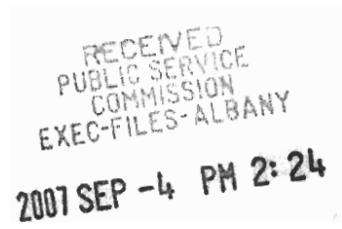
PENDING PETITION MEMO

Date: 9/4/2007

TO : OT  
FROM: CENTRAL OPERATIONS  
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE  
SUBJECT: 06-V-1476

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

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



August 30, 2007

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

Re: Application for the Order Approving  
Renewal for the Village of Seneca Falls

**CERTIFIED MAIL**

Dear Ms. Brilling:

Pursuant to Section 822 of Executive Law, Time Warner Entertainment-Advance/Newhouse Partnership, herewith submits its application for an Order Approving Renewal in the above referenced matter. As required by Part 891 of the Rules and Regulations of the New York State Public Service Commission, enclosed please find the following:

1. A copy of the Application for Renewal prior to expiration mailed May 4, 2006.
2. A copy of Time Warner Cable's legal notice and Affidavit of Publication.
3. A copy of the Municipal legal notice and Affidavit of Publication.
4. A copy of the Municipal resolution.
5. A fully executed Franchise Agreement between the Company and the Municipality.

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

Sincerely,

Chris L. Mueller  
Manager of Government Affairs

**Enclosures**

c: Terence Rafferty, Division President w/o enc.  
Constance Sowards, Village Clerk

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

For OAR



May 4, 2006

Larry Driscoll  
Village Clerk  
Village of Seneca Falls  
60 State Street  
Seneca Falls, NY 13148

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

CERTIFIED MAIL

Dear Mr. Driscoll:

The Franchise Agreement between the Village of Seneca Falls and Time Warner Cable expires on February 4, 2007. Therefore, in accordance with Section 891.2 of the renewal provisions of the New York State Public Service Commission, which requires the Franchisee to file an application at least six months prior to the expiration, enclosed herewith, are the following:

- 1) Time Warner Cable's Renewal Application.
- 2) A copy of the Company's notice of its intent to renew its Franchise with the Municipality dated May 3, 2004.
- 3) The Company's most current technical performance test.

Considering Time Warner's past performance in the community, as well as the completion of our multi-million-dollar upgrade of the cable television system, we respectfully suggest that at a minimum, a fifteen-year (15) renewal term is warranted.

As always, should you have any questions with regard to the Company's application, or should you have any questions pertaining to the procedural requirements of the renewal, please feel free to call me at (585) 756-1325.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian B. Wirth', written over a white background.

Brian B. Wirth  
Vice President, Government and Public Affairs

BBW:clm

Enclosures

c: Terence Rafferty, Division President, w/o enc.  
Chris Mueller, Government Affairs Manager  
Jaclyn Brilling, NYS Public Service Commission

FORM R-2

APPLICATION FOR RENEWAL OF FRANCHISE  
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is:  
Time Warner Entertainment-Advance/Newhouse Partnership,  
d/b/a Time Warner Inc.
2. Applicant does business under the following trade name or names:  
Time Warner Inc., Rochester Division
3. Applicant's mailing address is:  
71 Mt. Hope Avenue  
Rochester, NY 14620
4. Applicant's telephone number is (585) 756-1000
5.
  - a. This application is for a renewal of operating rights in the Village of Seneca Falls
  - b. Applicant serves the following additional municipalities from the same  
headend or from a different headend but in the same or an adjacent county:  
See Exhibit A
6. The number of subscribers in each of the municipalities noted above is:  
Primary residential connections: See Exhibit A  
Secondary residential connections:  
Residential pay-cable subscriptions:  
Commercial connections
7. The following signals are regularly carried by the applicant's cable system (where  
signals are received other than by direct off-air-pickup, please so indicate):  
See Exhibit B
8. Applicant does   X   does not        provide channel capacity and/or production  
facilities for local origination. If answer is affirmative, specify below the number  
of hours of locally originated programming carried by the system during the past  
twelve months and briefly describe the nature of the programming:  
  
A channel is available 24 hours a day on which telecommunication courses from local  
colleges, talk shows, some locally produced programs and coverage of local sporting  
events are transmitted. PEG Access is administrated by FLTV.
9. The current monthly rates for service in the municipality specified in Question 5 (a) are:  
Basic Service: See Exhibit C  
Standard Service:  
Residential pay-cable subscriptions:
10. How many miles of new cable television plant were placed in operation by applicant  
during the past twelve months in the municipality specified in Question 5 (a).  
In the municipalities specified in Question 5 (b).  
See Exhibit A

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

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

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

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

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

Time Warner Cable has continued in its commitment to provide free cable television service and Road Runner Internet service to area schools and libraries. Neighborhood Technology Centers have been established in order to provide opportunities for underprivileged community members to reap the benefits of High-Speed Internet service. Beyond educational initiatives, we have worked with a diverse set of local organizations and lent both significant direct cash and in kind support to charitable organizations. Our commitment includes supporting several local organizations to enhance life in our serviceable area.

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

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

Yes X No       

b. Current Annual Financial Report?

Yes X No       

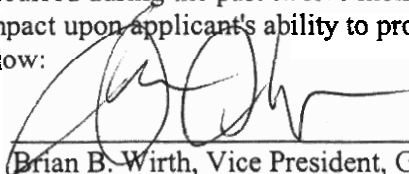
If answer to any of above is negative, explain.

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

No

5/4/06

Date



Brian B. Wirth, Vice President, Government and Public Affairs

Attached is a copy of applicant's current annual performance test results per NYSCRR § 896.5.

# FORM R-2 FRANCHISE INFORMATION

Finger Lakes System  
Exhibit A As of 01/01/06

MUNICIPALITY	Franchise Number	Total Subscribers (Primary Residential)	Tier Subscribers (Secondary Residential)	Pay Subscribers (Residential Pay-Cable)	Commercial Subscribers (Connections)	Miles Built in 2004
Arcadia T	801	949	877	253	3	6.14
Aurelius T	802	422	391	120	9	.10
Aurora V	803	165	145	31	5	2.01
Bloomfield V	804	357	340	88	3	0
Bristol T	303	283	260	67	0	.21
Canadice T	302	235	188	34	1	0
Canandaigua C	808	3,818	3,466	832	60	1.77
Canandaigua T	807	2,461	2,228	482	25	4.15
Cayuga V	809	225	200	49	0	0
Clifton Springs V	810	633	594	135	6	0
Clyde V	811	611	560	139	7	0
Covert T	812	12	11	1	0	.05
Dresden V	700	50	N/A	7	0	0
East Bloomfield T	806	129	121	42	2	.18

<b><u>MUNICIPALITY</u></b>	<b><u>Franchise Number</u></b>	<b><u>Total Subscribers (Primary Residential)</u></b>	<b><u>Tier Subscribers (Secondary Residential)</u></b>	<b><u>Pay Subscribers (Residential Pay-Cable)</u></b>	<b><u>Commercial Subscribers (Connections)</u></b>	<b><u>Miles Built in 2004</u></b>
Farmington T	814	2,736	2,536	717	17	4.92
Fayette T	815	373	332	91	1	.65
Galen T	816	128	119	35	2	.15
Geneva C	817	4,488	4,170	987	56	1.17
Geneva T	818	1,148	1,039	250	26	1.22
Hopewell T	819	533	503	148	12	.54
Huron T	820	350	300	70	4	.21
Interlaken V	821	185	168	47	2	0
Ledyard T	822	15	12	2	0	0
Lodi T	823	61	44	12	0	0
Lodi V	824	72	69	18	1	0
Lyons T	825	387	375	60	3	.26
Lyons V	826	1,084	1,004	238	12	.08
Macedon T	828	1,618	1,505	423	13	3.52
Macedon V	827	443	417	103	5	0

<u>MUNICIPALITY</u>	<u>Franchise Number</u>	<u>Total Subscribers (Primary Residential)</u>	<u>Tier Subscribers (Secondary Residential)</u>	<u>Pay Subscribers (Residential Pay-Cable)</u>	<u>Commercial Subscribers (Connections)</u>	<u>Miles Built in 2004</u>
Manchester T	830	931	893	237	3	.78
Manchester V	829	561	398	76	2	0
Marion T	832	958	870	265	4	2.02
Naples T	600	109	103	18	3	0
Naples V	601	339	293	55	9	0
Newark V	833	3,006	2,750	568	52	.35
Ontario T	834	2,565	2,388	738	15	4.90
Ovid T	835	217	196	45	0	.10
Ovid V	836	180	167	23	5	0
Palmyra T	837	634	588	147	6	2.71
Palmyra V	838	1,151	1,049	243	13	0
Phelps T	840	454	422	133	6	2.97
Phelps V	839	674	604	143	4	0
Red Creek V	841	186	177	52	2	0
Richmond T	301	785	645	120	14	.19



MUNICIPALITY	Franchise Number	Total Subscribers (Primary Residential)	Tier Subscribers (Secondary Residential)	Pay Subscribers (Residential Pay-Cable)	Commercial Subscribers (Connections)	Miles Built in 2004
Romulus T	842	412	388	99	8	.85
Rose T	843	293	268	69	1	.11
Savannah T	844	180	165	38	0	0
Seneca Falls T	847	1,087	1,034	153	12	.16
Seneca Falls V	846	2,400	2,245	551	21	.24
Seneca T	845	330	313	80	4	.20
Shortsville V	848	516	482	113	4	.34
Sodus Point V	851	443	379	108	3	0
Sodus T	850	963	798	238	11	3.68
Sodus V	849	508	453	103	8	0
South Bristol T	852	493	405	132	4	.71
Springport T	853	75	63	14	1	.17
Union Springs V	854	385	333	70	7	.12
Varick T	855	316	289	71	1	0
Victor T	857	2,705	2,506	819	24	3.64

<b><u>MUNICIPALITY</u></b>	<b><u>Franchise Number</u></b>	<b><u>Total Subscribers (Primary Residential)</u></b>	<b><u>Tier Subscribers (Secondary Residential)</u></b>	<b><u>Pay Subscribers (Residential Pay-Cable)</u></b>	<b><u>Commercial Subscribers (Connections)</u></b>	<b><u>Miles Built</u></b>
Victor V	856	862	797	196	12	0
Walworth T	858	2,057	1,913	648	4	.79
Waterloo T	860	1,111	1,025	310	24	4.63
Waterloo V	859	1,698	1,581	335	20	.16
Williamson T	861	1,734	1,617	415	6	3.52
Wolcott T	805	199	169	45	2	0
Wolcott V	862	467	412	100	7	0

# Finger Lakes Digital Cable Channel Lineup

## TIME WARNER CABLE

THE POWER OF YOU™

- 1 ShopNBC
- 2 Educational Access\*
- 3 WXXI (Ch 21) Roch PBS†
- 4 WCNY (Ch 24) Syr PBS^
- 5 WTVH (Ch 5) Syr CBS
- 6 WSYT (Ch 68) Syr FOX\*\*
- 7 Community Access†
- 8 WUHF (Ch 31) Roch FOX\*\*
- 9 WROC (Ch 8) Roch CBS
- 10 WSYR (Ch 9) Syr ABC
- 11 WHEC (Ch 10) Roch NBC
- 12 WXXI (Ch 21) Roch PBS
- 13 WNY (Ch 43) Syr WB\*\*
- 14 FLTV
- 15 WHAM (Ch 13) Roch ABC
- 16 R News
- 17 Community Access
- 18 WRWB (Ch 16) WB\*\*
- 19 WNY (Ch 52)\*\*
- 20 QVC
- 21 WBGT (UPN)
- 22 PAX TV
- 23 WSPX (Ch 56)††
- 24 CNN
- 25 TNT
- 26 The Discovery Channel
- 27 The Weather Channel
- 28 ESPN
- 29 ESPN2
- 30 The Learning Channel
- 31 Spike TV
- 32 MTV
- 33 VH-1
- 34 Nickelodeon
- 35 ABC Family Channel
- 36 USA Network
- 37 Headline News
- 38 American Movie Classics
- 39 Lifetime
- 40 Country Music Television
- 41 A&E
- 42 Comedy Central
- 43 E! Entertainment
- 44 The Travel Channel
- 45 BET
- 46 Univision
- 47 Court TV
- 48 C-Span
- 49 C-Span II
- 50 MSNBC
- 51 CNBC
- 52 Food Network
- 53 EWTN
- 54 TBN
- 55 Madison Square Garden
- 56 Hallmark Channel
- 57 Fox Sports NY
- 58 Bravo
- 59 Movieplex
- 60 Animal Planet
- 61 FOX News Channel
- 62 Cartoon Network
- 63 Turner Classic Movies
- 64 Home Shopping Network
- 65 Home & Garden TV
- 66 The History Channel
- 67 TV Land
- 68 TBS
- 69 Lifetime Movie Network
- 70 FX
- 71 The Disney Channel
- 72 The Golf Channel
- 73 Oxygen
- 74 SoapNet

- 75 National Geographic Channel
- 76 YES (Yankees)
- 77 Outdoor Life Network
- 78 Discovery Health
- 79 Sports NY
- 98 Rochester Channel 98

### Digital Genre

#### News & Info 100s

- 101 CNN
- 102 Headline News
- 103 The Weather Channel
- 104 CNN Showcase On Demand
- 105 CNN International
- 106 Bloomberg Television
- 107 CNBC
- 108 RNews On Demand
- 109 RNews
- 110 News 10 NBC Weather Plus™
- 111 Rochester On Demand
- 112 R News Weather Now
- 113 MSNBC
- 114 Current TV
- 115 FOX News Channel
- 116 C-Span
- 117 C-Span II
- 118 C-Span III
- 120 NY Legislative Channel
- 122 NY1
- 124 News and Info
- 126 CNBC World

#### Sports 200s

- 201 ESPN
- 202 ESPN2
- 203 ESPNEWS Network
- 204 ESPN Classic Sports
- 205 YES
- 206 MSG
- 207 Golf Channel On Demand
- 208 The Golf Channel
- 209 Speed Channel On Demand
- 210 Speed Channel
- 211 FOX Sports NY
- 212 FOX Soccer Channel
- 213 FOX Sports Net Atlantic
- 214 FOX Sports Net Central
- 215 FOX Sports Net Pacific
- 216 Fuel
- 217 Tennis Channel
- 218 NBA TV
- 219 College Sports TV

#### Entertainment 300s

- 301 WRWB (Ch 16) WB\*\*
- 303 USA Network
- 305 TNT
- 307 TBS
- 309 FX
- 311 Turner Classic Movies
- 312 American Movie Classics
- 315 Movieplex
- 317 FOX Movie Channel
- 318 Independent Film Channel
- 320 Encore
- 322 A&E On Demand
- 323 A&E
- 325 BBC America On Demand
- 326 BBC America
- 329 Bravo
- 331 Sleuth
- 333 E! Entertainment
- 335 Court TV On Demand
- 336 Court TV
- 339 Comedy Central On Demand
- 340 Comedy Central
- 345 Sci-Fi Channel
- 347 TV Land
- 349 PAX TV
- 351 Hallmark Channel

#### Lifestyles 400s

- 401 Outdoor Life Network
- 403 Outdoor Channel
- 405 Spike TV
- 406 G4
- 407 Lifetime
- 408 Lifetime Real Women

- 412 Oxygen On Demand
- 413 Oxygen
- 415 WE: Women's Entertainment
- 416 SoapNet
- 418 The Travel Channel
- 420 Food Network On Demand
- 421 Food Network
- 423 Style
- 425 Fine Living
- 427 HGTV On Demand
- 428 HGTV
- 430 DIY On Demand
- 432 DIY
- 433 WXXI-Q†
- 434 Discovery Home & Leisure
- 436 Discovery Health
- 441 Your Neighborhood Expert
- 442 Home Shopping Network
- 444 America's Store
- 445 Jewelry Television
- 446 EWTN
- 448 TBN
- 450 Univision
- 452 BET
- 453 QTN On Demand
- 454 QTN
- 456 FiTV

#### Kids And Learning 500s

- 501 Nat Geographic On Demand
- 502 National Geographic
- 503 Biography
- 504 The History Channel
- 505 History International
- 506 Animal Planet
- 508 The Learning Channel
- 510 The Discovery Channel
- 512 Discovery Times
- 513 The Military Channel
- 514 The Science Channel
- 515 Discovery Kids
- 517 Nick Toons
- 518 Nickelodeon
- 519 Noggin
- 520 Cartoons On Demand
- 521 Cartoon Network
- 523 PBS Kids On Demand
- 524 PBS Kids†
- 525 ABC Family Channel
- 527 The Disney Channel
- 528 The Disney Channel 2
- 529 Toon Disney
- 532 GAS
- 534 Boomerang

#### Music 600s

- 601 MTV
- 602 MTV2
- 603 MTV Hits
- 604 Fuse
- 605 VH-1
- 606 VH1 Classic
- 610 BET On Jazz
- 612 Country Music TV
- 613 Great American Country

#### Music Choice

- 650-691 Music Choice

#### On Demand 700s

- 701 Answers On Demand
- 702 A&E On Demand
- 703 Anime On Demand
- 704 BBC America On Demand
- 705 Cartoons On Demand
- 706 Comedy Central On Demand
- 707 CNN Showcase On Demand
- 708 Court TV On Demand
- 709 DIY On Demand
- 710 Food Network On Demand
- 711 Golf Channel On Demand
- 712 HGTV On Demand
- 713 Nat. Geographic On Demand
- 714 Oxygen On Demand
- 715 PBS Kids On Demand
- 716 Rochester On Demand
- 717 Speed On Demand
- 718 M&AOL Music

- 720 TBS On Demand
- 721 TNT On Demand
- 722 QTN On Demand
- 723 Sportskool On Demand
- 724 ExerciseTV On Demand
- 728 RNews On Demand
- 739 Howard Stern On Demand
- 740 HBO On Demand
- 741 Cinemax On Demand
- 742 Showtime On Demand
- 743 TMC On Demand
- 777 PayXpress TV

#### Movies On Demand 800s

- 800 Movies On Demand
- 801 iCONTROL Previews
- 802 Answers On Demand
- 830 INDEMAND Previews
- 831 INDEMAND Pay-Per-View 1
- 832 INDEMAND Pay-Per-View 2
- 842 Pay-Per-View HD
- 870 Adult On Demand
- 881 Playboy TV Pay-Per-View
- 882 Hot Network Pay-Per-View
- 883 Hot Zone Pay-Per-View
- 884 TeN Pay-Per-View
- 885 TeN Clips Pay-Per-View
- 886 TeN BLOX Pay-Per-View

#### Premium Movies 900s

- 901 HBO On Demand
- 902 HBO
- 903 HBO 2
- 904 HBO Signature
- 905 HBO Family
- 906 HBO Comedy
- 907 HBO Zone
- 910 HBO Latino
- 911 HBO West
- 915 Cinemax on Demand
- 916 Cinemax
- 917 MoreMAX
- 918 Action MAX
- 919 ThrillerMAX
- 920 WMAX
- 921 @MAX
- 922 5-StarMAX
- 923 OuterMAX
- 924 Cinemax West
- 930 Showtime On Demand
- 931 Showtime
- 932 Showtime Too
- 933 Showtime Showcase
- 934 Showtime Extreme
- 935 Showtime Beyond
- 936 Sundance
- 937 Showtime Next
- 938 Showtime Family Zone
- 939 Showtime Women
- 940 Showtime West
- 945 TMC On Demand
- 946 The Movie Channel
- 947 TMC Xtra
- 948 Flx
- 950 Starz
- 951 Starz Theater
- 952 Black Starz
- 953 Starz Family
- 954 Starz Cinema
- 955 Starz Comedy
- 960 Encore Western
- 961 Encore Love Stories
- 962 Encore Mystery
- 963 Encore Action
- 964 Encore True Stories
- 965 Encore WAM
- 966 Encore West

#### High-Definition 1000s

- 1004 WCNY HD (Syr. PBS)™
- 1005 WTVH HD (Syr. CBS)^
- 1008 WROC HD (Roch. CBS)™
- 1009 WIXT HD (Syr. ABC)\*\*
- 1010 WHEC HD (Roch. NBC)™
- 1011 WXXI HD (Roch. CBS)
- 1013 WHAM HD (Roch. ABC)™
- 1014 WROC HD (Roch. CBS)

- 1016 WB16 HD™
- 1030 Discovery HD
- 1033 TNT HD
- 1047 YES HD
- 1050 HDNet
- 1051 HDNet Movies
- 1052 ESPN HD
- 1054 Universal HD
- 1060 HBO HD
- 1061 Showtime HD
- 1090 HD On Demand
- League Sports 1100s
- 1101-1131 INDEMAND Sports
- International 1200s
- Spanish Package
- 1201 HBO Latino
- 1202 EWTN Español
- 1203 CNN Español
- 1204 Discovery Español
- 1205 La Familia
- 1206 Grandes Documentales
- 1207 Canal 24 Horas
- 1208 TVE
- 1209 Cine Latino
- 1210 Utilísima
- 1211 HTV
- 1212 Infinito
- 1213 Video Rola
- 1214 MUN2
- 1216 Playboy Español
- 1217 FOX Sports Español
- 1218 Galavisión

#### Hindi Channel

- 1230 TV Asia

#### Russian Channel

- 1235 RTN

#### Italian Channel

- 1240 RAI

#### Free On Demand

- 1276 Driver TV On Demand
- 1280 Movie Trailers On Demand

#### Family Tier 1300s

- 1301 C-Span II
- 1302 C-Span III
- 1303 Headline News
- 1304 Discovery Kids
- 1305 Science Channel
- 1306 Boomerang
- 1307 Disney
- 1308 Toon Disney
- 1309 FiTV
- 1310 HGTV
- 1311 La Familia
- 1312 GAS
- 1313 Weather Channel
- 1314 DIY
- 1315 Food Network

#### Channel Key

- Basic Service
- Standard Service
- Digital Channels
- ◇ Digital Sports Package
- ◇ Premium HD Tier
- ★ Premium Channels
- ▲ On Demand Pay Per View
- ✦ International Channels
- ✧ Family Tier

789-8837 or 1-800-756-7956  
timewarcable.com/rochester

\*In Seneca, Cayuga, Wayne and Ontario Counties including the Town of Geneva and Phelps. †In Waterloo, Seneca Falls, Fayette and Town of Seneca. ^Not in Wayne and Ontario Counties. \*\*Not in Seneca and Cayuga Counties. ††In Seneca and Cayuga Counties, and the town of Seneca. Digital Terminal required to receive Digital Cable, iCONTROL, Premium Channels, and Optional Programming Tie Standard Service required to subscribe to Digital Cable and certain digital services. HDTV Television and HDTV Terminal required to receive HDTV Channels.

**Exhibit C**  
**Village of Seneca Falls**  
**April, 2006**

**Prices and Packages**

**Cable Service Monthly Rates**

Basic Service	\$10.95
Standard Service	\$43.80

**Digital Programming/Services**

\$5.50 1<sup>st</sup> outlet, 50 cents each additional outlet

**Optional Services**

HBO, Cinemax, Showtime, Starz, TMC	\$12.95 ea
Any 2 Premium Services	\$20.90
Any 3 premium	\$28.85
Any 4 premium	\$36.80
Any 5 premium	\$44.75
Encore Movie Pack	\$ 3.00

**Channel Selector(s) & Equipment**

Addressable Terminal	\$ 7.64 ea.
Non-addressable selector	.55
Remote Control	.31

**Other Charges**

Service Protection Plan	\$ 1.00 per mn
Wallfish (per outlet)	\$65.00
Transfer	\$19.95
Returned item charge	\$20.00
Late charge	\$ 5.00
Lost, stolen, damaged	\$62.80 - \$500.00
equipment depending on model.	
remote, depending on model	
Lost, stolen, damaged	\$ 8.20 - \$42.47
Vacation disconnect	\$ 5.00 per mn

**Pay-Per-View**

Movies	\$3.95 ea.
Adult Programming	\$9.95
Special Events	per event

**Primary Trip**

Primary Installation (unwired)	\$37.64
Prewired Home	\$24.44
Additional Outlet (unwired)	\$12.95 ea
Additional Outlet (prewired)	\$ 5.95 ea

**Special Trip**

Installation of Each Outlet	\$21.59
Field Work/Truck Trip	\$21.82
Relocate Inside Line	\$14.02
Service call/caused by customer and not covered by SPP	\$25.00

Eligible once during a 12 month  
period for a minimum of 30 days  
and a maximum of 6 months.  
10% Discount on Std. Service:  
**Must qualify for HEAP or**  
**Must receive both Medicaid**  
**and food stamps.**

**High-Speed Online Service**

Road Runner w/Basic cable only or w/o cable	\$44.95	EarthLink or LocalNet	\$44.95
Road Runner w/Std cable	\$39.95	Road Runner Wireless	\$49.95
Additional RR IP addresses (2)	\$5.95 ea. per month	w/Basic cable only or w/o cable	
RR Tutorial	\$34.95	Road Runner Wireless	\$44.95
Standard Installation	\$24.95	w/Standard cable	
		Service call	\$50.00

**Digital Phone**

Digital Phone w/Basic cable only or w/o cable	\$44.95
Digital Phone w/Standard cable	\$39.95

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

Company is not responsible for errors and regularly published rates and/or service levels.

FL-Rates effective 4/2006



May 3, 2004

Antonio Constantino, Mayor  
Village of Seneca Falls  
60 State Street  
Seneca Falls, NY 13148

VIA Certified Mail

Dear Mayor Constantino:

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

Time Warner Cable's current Order Approving Renewal issued by the NYS Public Service Commission on behalf of the Town expires on February 4, 2007. In order to comply with both Federal and State requirements, Time Warner Cable hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C. 546 (a).

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Brian B. Wirth', written over a light blue rectangular background.

Brian B. Wirth  
Vice President, Government and Public Affairs

BBW:clm

Enclosure

c: Jeffrey Hirsch, Division President  
Jaclyn Brilling, Public Service Commission  
Maureen Sheveland, Paralegal

## **TIME WARNER CABLE**

<p>FCC TECHNICAL STANDARDS TESTING PROOF OF PERFORMANCE FCC Standards No.(b), 76.605(a) (1-13)</p>
--

**SYSTEM NAME: TIME WARNER CABLE  
ROCHESTER, NEW YORK  
FINGER LAKES DIVISION**

**OFFICE LOCATION: 3518 SUTTON ROAD  
GENEVA, NEW YORK 14456**

**HEADEND: NEWARK, NEW YORK**

**HUBSITE LOCATION: 3518 SUTTON ROAD  
GENEVA, NEW YORK**

**SYSTEM PERFORMANCE TESTING BY:  
CHEETAH STATUS MONITORING EQUIPMENT**

**JANUARY 2006**

# FCC Compliance Report

Test Date: 01/29/2006

## Pass/Fail Section

System: Time Warner Cable  
Site Name: PC09EG040.Geneva.TPA  
Location: 2982 Carter Road  
Geneva New York

RF Signal Test	Results	FCC Specification
Headend visual - aural frequency separation within limits	PASS	4.50 MHz +/- 5.00 KHz
Minimum visual levels after subscriber input	PASS	0.0 dBmV
OR after 100 foot drop	PASS	3.0 dBmV
Visual level stability over six months	PASS	8.0 dB maximum variation
Adjacent channel visual levels	PASS	+/- 3.0 dB
Visual level peak-to-valley over 24 hours	PASS	10.0 dB first 300 MHz, add 1.0 dB for each additional 100 MHz
Minimum level input to converter	PASS	-3.0 dB (See Mfg. Specifications)
Maximum level input to converter	PASS	20.0 dB (See Mfg. Specifications)
Visual-aural frequency separation	PASS	10.0 dB Min 18.0 dB Max
In-channel frequency response	PASS	2.0 dB Maximum
Carrier-to-noise ratio (C/N)	PASS	43.0 dB Minimum
Composite Second Order (CSO)	PASS	51.0 dB Minimum
Composite Triple Beat (CTB)	PASS	51.0 dB Minimum
Visual Level Hum (HUM)	PASS	3.00 % Maximum

# FCC Compliance Report

Test Date: 01/29/2006

## Notes Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Location:  
Test Point: PC09EG040.Geneva.TPA  
Trunk ID:  
Distribution ID:

Notes:



# FCC Compliance Report

Test Date: 01/29/2006

## Distortion Section

System: Time Warner Cable

Site Name: PC09EG040.Geneva.TPA

Location: 2982 Carter Road  
Geneva New York

Channel Number	Carrier Level (dBmV)	C/N (dB)	CTB (dB)	CSO (dB)	HUM (%)	ICFR (dB)	Error	Date/Time
5	14.09	45.99	58.64	54.83	0.65	0.56		01/25/06 03:38
18	12.47	47.16	57.56	56.22	0.82	0.70		01/25/06 03:34
21	13.12	47.41	57.73	56.07	0.60	0.65		01/25/06 03:37
27	10.96	46.68	56.58	56.26	0.53	0.44		01/25/06 03:33
35	10.18	46.02	55.91	55.84	0.56	0.74		01/25/06 03:32
40	12.38	47.28	56.96	56.26	0.55	0.90		01/25/06 03:40
50	13.52	48.49	57.24	56.32	0.70	0.84		01/25/06 03:39
62	13.35	48.06	57.13	56.32	0.83	0.72		01/25/06 03:36
67	13.16	47.56	56.58	56.18	0.90	0.47		01/25/06 03:35

# FCC Compliance Report

Test Date: 01/29/2006

## 24 Hour Level Section

System: Time Warner Cable Node ID:  
Site Name: PC09EG040.Geneva, Trunk ID:  
TPA

Converter: Explorer 2100

Location: 2982 Carter Road  
Geneva New York

Drop Cable: F660BVV

Date: 01/25/06 01/25/06 01/26/06 01/26/06  
Time: 16:20:02 22:20:02 04:20:02 10:20:02  
Temp: 31.00 25.00 20.00 24.00

Channel Number	Level 1 (dBmV)	Level 2 (dBmV)	Level 3 (dBmV)	Level 4 (dBmV)	Min Level After 100ft Drop (dBmV)	Min Level Converter Input (dBmV)	Min Level Converter Output (dBmV)	Min Aural Separation Level (dB)
2	15.39	H 15.30	H 15.40	H 15.48	15.30	15.30	9.00	14.7
3	14.81	14.80	15.00	14.90	14.80	14.80	9.00	15.4
4	15.00	14.83	14.47	15.01	14.47	14.47	9.00	15.2
5	14.48	14.31	14.43	14.47	14.31	14.31	9.00	15.1
7	13.71	13.70	13.70	13.70	13.70	13.70	9.00	15.3
8	13.54	13.55	13.47	13.67	13.47	13.47	9.00	15.3
9	13.78	13.85	13.69	13.85	13.69	13.69	9.00	15.0
10	13.54	13.53	13.69	13.67	13.53	13.53	9.00	15.2
11	13.91	13.80	13.98	14.10	13.80	13.80	9.00	15.1
12	13.55	13.56	13.64	13.34	13.34	13.34	9.00	15.2
13	13.19	13.18	13.46	13.46	13.18	13.18	9.00	15.7
14	13.51	13.52	13.44	13.48	13.44	13.44	9.00	15.1
15	12.98	13.11	13.03	13.09	12.98	12.98	9.00	15.3
16	12.78	12.91	12.97	12.39	12.39	12.39	9.00	10.9
17	12.77	12.74	12.86	12.94	12.74	12.74	9.00	15.4
18	12.80	12.79	12.85	12.97	12.79	12.79	9.00	14.7
19	12.72	12.85	12.85	12.87	12.72	12.72	9.00	15.0
20	13.26	13.25	13.01	13.33	13.01	13.01	9.00	15.2
21	13.69	13.52	13.56	13.62	13.52	13.52	9.00	15.3
22	13.09	13.30	13.26	13.22	13.09	13.09	9.00	14.9
23	13.31	13.26	13.30	13.34	13.26	13.26	9.00	15.4
24	12.97	12.69	12.96	13.04	12.69	12.69	9.00	15.1
25	11.53	11.68	11.88	11.98	11.53	11.53	9.00	15.5
26	11.76	11.63	11.77	11.77	11.63	11.63	9.00	15.4
27	11.33	11.36	11.48	11.54	11.33	11.33	9.00	15.0
28	11.21	11.24	11.34	11.36	11.21	11.21	9.00	15.4
29	10.77	L 10.74	10.66	L 10.74	10.66	10.66	9.00	15.4
30	10.98	10.73	L 10.89	11.15	10.73	10.73	9.00	14.8
31	11.09	10.98	11.10	11.30	10.98	10.98	9.00	15.3
32	11.42	11.21	11.27	11.27	11.21	11.21	9.00	15.0
33	11.01	10.82	10.66	10.96	10.66	10.66	9.00	15.0
34	10.86	10.95	10.75	10.91	10.75	10.75	9.00	14.6
35	10.89	10.96	10.94	9.92	L 9.92	9.92	9.00	13.3
36	11.04	10.99	11.21	11.35	10.99	10.99	9.00	14.8
37	11.93	11.74	11.92	12.10	11.74	11.74	9.00	14.9
38	12.41	12.32	12.40	12.62	12.32	12.32	9.00	14.8
39	12.39	12.38	12.66	12.60	12.38	12.38	9.00	15.2
40	12.57	12.42	12.46	13.28	12.42	12.42	9.00	14.6
41	13.57	13.86	14.06	13.80	13.57	13.57	9.00	16.1
42	13.50	13.77	13.99	13.77	13.50	13.50	9.00	15.0
43	13.99	14.24	14.54	14.24	13.99	13.99	9.00	15.6
44	14.06	14.35	14.57	14.39	14.06	14.06	9.00	15.7
45	13.79	14.00	14.22	14.04	13.79	13.79	9.00	15.6
46	13.92	14.11	14.27	14.13	13.92	13.92	9.00	15.5
47	14.32	14.53	14.77	14.67	14.32	14.32	9.00	15.5
48	14.02	14.27	14.51	14.37	14.02	14.02	9.00	15.8
49	14.29	14.44	14.78	14.62	14.29	14.29	9.00	16.0
50	13.59	13.74	14.06	13.94	13.59	13.59	9.00	15.0
51	14.18	14.35	14.55	14.41	14.18	14.18	9.00	15.4
52	14.36	14.57	14.91	14.81	14.36	14.36	9.00	15.7
53	13.84	14.09	14.23	14.11	13.84	13.84	9.00	15.5
54	13.88	14.13	14.25	14.21	13.88	13.88	9.00	15.1
55	14.23	14.36	14.64	14.50	14.23	14.23	9.00	15.6
56	14.37	14.54	14.82	14.68	14.37	14.37	9.00	16.1
57	13.96	14.15	14.43	14.25	13.96	13.96	9.00	15.5
58	13.98	14.15	14.41	14.27	13.98	13.98	9.00	15.7

# FCC Compliance Report

Test Date: 01/29/2006

## 24 Hour Level Section

System: Time Warner Cable Node ID:  
Site Name: PC09EG040.Geneva. Trunk ID:  
TPA

Converter: Explorer 2100

Location: 2982 Carter Road  
Geneva New York

Drop Cable: F660BVV

Date: 01/25/06 01/25/06 01/26/06 01/26/06  
Time: 16:20:02 22:20:02 04:20:02 10:20:02  
Temp: 31.00 25.00 20.00 24.00

Channel Number	Level 1 (dBmV)	Level 2 (dBmV)	Level 3 (dBmV)	Level 4 (dBmV)	Min Level After 100ft Drop (dBmV)	Min Level Converter Input (dBmV)	Min Level Converter Output (dBmV)	Min Aural Separation Level (dB)
59	13.93	14.06	14.30	14.20	13.93	13.93	9.00	15.2
60	14.09	14.32	14.50	14.42	14.09	14.09	9.00	16.1
61	13.71	13.90	14.14	14.04	13.71	13.71	9.00	15.5
62	13.56	13.77	13.99	13.83	13.56	13.56	9.00	15.2
63	14.21	14.28	14.54	14.48	14.21	14.21	9.00	15.3
64	14.14	14.31	14.57	14.43	14.14	14.14	9.00	16.6
65	13.38	13.43	13.65	13.61	13.38	13.38	9.00	15.4
66	13.68	13.89	14.09	14.07	13.68	13.68	9.00	15.5
67	13.39	13.64	13.88	13.76	13.39	13.39	9.00	15.6
68	13.31	13.44	13.72	13.60	13.31	13.31	9.00	15.4
69	13.32	13.55	13.79	13.71	13.32	13.32	9.00	15.3
70	13.18	13.37	13.65	13.53	13.18	13.18	9.00	15.4
71	12.21	12.48	12.64	12.56	12.21	12.21	9.00	15.3
72	12.32	12.43	12.65	12.65	12.32	12.32	9.00	15.0
73	12.43	12.56	12.86	12.80	12.43	12.43	9.00	15.3
74	12.41	12.52	12.76	12.70	12.41	12.41	9.00	14.9
75	12.86	12.95	13.15	13.07	12.86	12.86	9.00	15.6
76	12.37	12.48	12.74	12.66	12.37	12.37	9.00	15.0
77	12.22	12.27	12.49	12.51	12.22	12.22	9.00	14.8
98	13.55	13.56	13.68	13.70	13.55	13.55	9.00	15.1
99	12.86	12.87	12.95	13.01	12.86	12.86	9.00	15.5
Max	15.4	15.3	15.4	15.5				
Min	10.8	10.7	10.7	9.9				
P/V	4.6	4.6	4.7	5.6				

# FCC Compliance Report

Test Date: 01/29/2006

## Six Month Variance Section

System: Time Warner Cable

Site Name: PC09EG040.Geneva.TPA

Location: 2982 Carter Road  
Geneva New York

Date:	Current Report 01/30/06		Previous Report 07/18/05		Difference Level (dB)	Error
Channel Number	Min Level (dBmV)	Max Level (dBmV)	Min Level (dBmV)	Max Level (dBmV)		
	15.30	15.48	11.88	14.31	3.59	
	14.80	15.00	11.96	13.03	3.04	
4	14.47	15.01	11.31	13.58	3.69	
5	14.31	14.48	11.17	11.82	3.31	
7	13.70	13.71	9.53	10.24	4.18	
8	13.47	13.67	9.77	10.60	3.89	
9	13.69	13.85	10.03	10.88	3.81	
10	13.53	13.69	10.14	10.71	3.55	
11	13.80	14.10	10.58	11.35	3.51	
12	13.34	13.64	10.34	11.01	3.30	
13	13.18	13.46	10.77	11.00	2.69	
14	13.44	13.52	9.19	9.94	4.32	
15	12.98	13.11	8.85	9.62	4.25	
16	12.39	12.97	8.63	9.36	4.34	
17	12.74	12.94	8.89	9.56	4.04	
18	12.79	12.97	9.55	10.00	3.41	
19	12.72	12.87	8.81	9.42	4.05	
20	13.01	13.33	9.58	10.37	3.74	
21	13.52	13.69	9.26	9.97	4.43	
22	13.09	13.30	9.36	9.85	3.93	
23	13.26	13.34	10.00	10.59	3.33	
24	12.69	13.04	9.67	10.18	3.36	
25	11.53	11.98	9.58	10.15	2.39	
26	11.63	11.77	9.15	9.78	2.62	
27	11.33	11.54	8.68	9.39	2.85	
28	11.21	11.36	9.16	9.49	2.19	
29	10.66	10.77	9.32	9.65	1.45	
30	10.73	11.15	8.83	9.10	2.31	
31	10.98	11.30	9.30	9.43	1.99	
32	11.21	11.42	9.31	9.58	2.11	
33	10.66	11.01	9.04	9.71	1.97	
34	10.75	10.95	9.23	9.76	1.71	
35	9.92	10.96	9.58	9.95	1.37	
36	10.99	11.35	9.81	10.08	1.53	
37	11.74	12.10	10.24	10.71	1.85	
38	12.32	12.62	10.69	11.03	1.93	
39	12.38	12.66	10.66	10.95	2.00	
40	12.42	13.28	11.07	11.25	2.21	
41	13.57	14.06	12.13	12.85	1.93	
42	13.50	13.99	11.91	12.60	2.08	
43	13.99	14.54	12.52	13.13	2.02	
44	14.06	14.57	12.05	12.60	2.52	
45	13.79	14.22	12.08	12.75	2.14	
46	13.92	14.27	12.37	12.90	1.90	
47	14.32	14.77	12.11	12.66	2.66	
48	14.02	14.51	12.35	12.88	2.16	
49	14.29	14.78	12.14	12.71	2.64	
50	13.59	14.06	12.22	12.77	1.84	
51	14.18	14.55	12.39	13.02	2.16	
52	14.36	14.91	12.51	13.14	2.40	
53	13.84	14.23	11.89	12.56	2.34	
54	13.88	14.25	12.29	12.80	1.96	
55	14.23	14.64	12.60	13.21	2.04	
56	14.37	14.82	12.46	12.99	2.36	
57	13.96	14.43	11.97	12.58	2.46	
58	13.98	14.41	11.97	12.50	2.44	
59	13.93	14.30	12.16	12.71	2.14	

# FCC Compliance Report

Test Date: 01/29/2006

## Six Month Variance Section

System: Time Warner Cable

Site Name: PC09EG040.Geneva,TPA

Location: 2982 Carter Road  
Geneva New York

Date:	Current Report 01/30/06		Previous Report 07/18/05		
60	14.09	14.50	12.48	12.85	2.02
61	13.71	14.14	11.70	12.31	2.44
62	13.56	13.99	11.81	12.42	2.18
63	14.21	14.54	11.86	12.61	2.68
64	14.14	14.57	12.05	12.74	2.52
65	13.38	13.65	11.27	12.14	2.38
66	13.68	14.09	11.35	11.98	2.74
67	13.39	13.88	11.18	11.82	2.70
68	13.31	13.72	11.12	11.79	2.60
69	13.32	13.79	11.22	11.89	2.57
70	13.18	13.65	11.13	11.94	2.52
71	12.21	12.64	10.84	11.67	1.80
72	12.32	12.65	10.95	11.58	1.70
73	12.43	12.86	11.34	11.81	1.52
74	12.41	12.76	11.84	12.35	0.92
75	12.86	13.15	11.68	12.08	1.47
76	12.37	12.74	11.23	11.53	1.51
77	12.22	12.51	11.62	11.78	0.89
98	13.55	13.70	12.19	12.42	1.50
99	12.86	13.01	9.45	10.00	3.55

# FCC Compliance Report

Test Date: 01/29/2006

## Drop-Loss Device Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Description: FCC Proof of Performance\_East1.06

Description: 11/2 Multi-Port Tap  
Manufacturer: Phillips  
Model Number: 9211

Attenuation Characteristics:  
Flat Tap Loss (dB): 11.00

# FCC Compliance Report

Test Date: 01/29/2006

## Drop-Loss Device Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Description: FCC Proof of Performance\_East1.06  
  
Description: RG6 Messenger - Bonded Foil 60% Braid  
Manufacturer: Comm/Scope  
Model Number: F660BVV

Attenuation Characteristics:	
Normal Temperature (deg F):	80.00
Temperature Change Per 10 deg. F (%):	0.10
Flat Thru Loss (dB):	5.00
Cable Length (feet):	100.00
Normal Length (feet):	100.00

# FCC Compliance Report

Test Date: 01/29/2006

## Converter Device Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Description: FCC Proof of Performance\_East1.06

Description: Addressable Converter Box

Manufacturer: Scientific Atlanta  
Model Number: Explorer 2100  
Device Type:

### Attenuation Characteristics:

Gain/Flat Loss (dB):	3.00
Hum (%):	0.00
Input signal range, Low limit (dB):	-7.00
Input signal range, High limit (dB):	20.00

### Correction Factors:

Noise Figure	CSO Contribution	CTB Contribution
10.00	57.00	63.00



# FCC Compliance Report

Test Date: 01/29/2006

## Pass/Fail Section

System: Time Warner Cable  
Site Name: PC10EG057.Geneva.TPA  
Location: Mynderse Street (At Dead End)  
Seneca Falls New York

RF Signal Test	Results	FCC Specification
Headend visual - aural frequency separation within limits	PASS	4.50 MHz +/- 5.00 KHz
Minimum visual levels after subscriber input	PASS	0.0 dBmV
OR after 100 foot drop	PASS	3.0 dBmV
Visual level stability over six months	PASS	8.0 dB maximum variation
Adjacent channel visual levels	PASS	+/- 3.0 dB
Visual level peak-to-valley over 24 hours	PASS	10.0 dB first 300 MHz, add 1.0 dB for each additional 100 MHz
Minimum level input to converter	PASS	-3.0 dB (See Mfg. Specifications)
Maximum level input to converter	PASS	20.0 dB (See Mfg. Specifications)
Visual-aural frequency separation	PASS	10.0 dB Min 18.0 dB Max
In-channel frequency response	PASS	2.0 dB Maximum
Carrier-to-noise ratio (C/N)	PASS	43.0 dB Minimum
Composite Second Order (CSO)	PASS	51.0 dB Minimum
Composite Triple Beat (CTB)	PASS	51.0 dB Minimum
Visual Level Hum (HUM)	PASS	3.00 % Maximum

# FCC Compliance Report

Test Date: 01/29/2006

## Notes Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Location:  
Test Point: PC10EG057.Geneva.TPA  
Trunk ID:  
Distribution ID:

Notes:

# FCC Compliance Report

Test Date: 01/29/2006

## Distortion Section

System: Time Warner Cable

Site Name: PC10EG057.Geneva.TPA

Location: Mynderse Street (At Dead End)  
Seneca Falls New York

Channel Number	Carrier Level (dBmV)	C/N (dB)	CTB (dB)	CSO (dB)	HUM (%)	ICFR (dB)	Error	Date/Time
5	10.24	43.76	58.20	56.33	0.53	0.63		01/25/06 03:38
18	9.41	45.20	57.94	56.09	0.48	0.48		01/25/06 03:34
21	9.42	44.82	57.90	56.01	0.47	0.59		01/25/06 03:37
27	6.79	44.43	57.90	56.31	1.59	0.42		01/25/06 03:33
35	6.29	44.23	57.67	56.35	0.84	0.36		01/25/06 03:32
40	7.89	46.23	57.19	56.20	0.77	0.73		01/25/06 03:40
50	8.62	46.79	57.61	56.47	0.91	0.49		01/25/06 03:39
62	10.38	46.25	57.54	56.40	1.00	0.62		01/25/06 03:36
67	10.04	46.33	57.11	56.31	0.71	0.25		01/25/06 03:35

# FCC Compliance Report

Test Date: 01/29/2006

## 24 Hour Level Section

System: Time Warner Cable Node ID:  
Site Name: PC10EG057.Geneva. Trunk ID:  
TPA

Converter: Explorer 2100

Dist. ID:  
Location: Mynderse Street (At Dead End)  
Seneca Falls New York

Drop Cable: F660BVV

Date: 01/29/06 01/29/06 01/29/06 01/29/06  
Time: 04:30:26 10:30:28 16:30:29 22:30:31  
Temp: 34.00 40.00 45.00 39.00

Channel Number	Level 1 (dBmV)	Level 2 (dBmV)	Level 3 (dBmV)	Level 4 (dBmV)	Min Level After 100ft Drop (dBmV)	Min Level Converter Inout (dBmV)	Min Level Converter Outout (dBmV)	Min Aural Separation Level (dB)
	11.48 H	11.56 H	11.34 H	11.42 H	11.34	11.34	9.00	16.5
	10.80	10.90	10.58	10.70	10.58	10.58	9.00	15.2
	10.92	10.80	10.52	10.66	10.52	10.52	9.00	15.4
	10.59	10.59	10.15	10.33	10.15	10.15	9.00	14.9
6	10.59	10.65	10.31	10.31	10.31	10.31	9.00	14.9
7	10.09	10.03	9.81	9.63	9.63	9.63	9.00	15.0
8	9.58	9.50	9.30	9.26	9.26	9.26	9.00	15.1
9	9.78	9.68	9.42	9.44	9.42	9.42	9.00	14.8
10	9.65	9.39	9.23	9.27	9.23	9.23	9.00	14.9
11	9.57	9.39	9.13	8.89	8.89	8.89	9.00	15.1
12	9.84	9.78	9.52	9.60	9.52	9.52	9.00	15.5
13	9.46	9.20	8.96	8.90	8.90	8.90	9.00	15.8
14	8.53	8.43	8.35	8.67	8.35	8.35	9.00	15.2
15	8.14	8.00	7.78	7.98	7.78	7.78	9.00	15.1
16	7.39	7.43	7.53	7.39	7.39	7.39	9.00	16.0
17	8.31	8.25	7.51	7.37	7.37	7.37	9.00	14.6
18	9.02	8.92	7.72	7.76	7.72	7.72	9.00	14.0
19	8.30	8.04	7.74	7.84	7.74	7.74	9.00	14.2
20	9.08	8.82	8.64	8.66	8.64	8.64	9.00	14.9
21	9.55	9.29	9.19	9.13	9.13	9.13	9.00	14.9
22	9.39	9.37	9.05	9.03	9.03	9.03	9.00	15.2
23	8.95	8.67	8.35	8.35	8.35	8.35	9.00	15.3
24	8.65	8.39	8.09	8.01	8.01	8.01	9.00	15.2
25	7.26	7.12	6.70	6.92	6.70	6.70	9.00	14.8
26	7.46	7.42	7.10	7.14	7.10	7.10	9.00	15.2
27	6.88	6.78	6.58	6.56	6.56	6.56	9.00	14.8
28	6.91	6.91	6.65	6.65	6.65	6.65	9.00	15.4
29	6.38	6.60	6.06	6.26	6.06	6.06	9.00	15.2
30	6.45	6.33	6.13	6.23	6.13	6.13	9.00	14.7
31	6.81	6.57	6.25	6.19	6.19	6.19	9.00	14.7
32	6.96	7.08	6.82	6.64	6.64	6.64	9.00	14.7
33	6.65	6.69	6.23	6.17	6.17	6.17	9.00	14.7
34	7.23	7.33	6.77	6.89	6.77	6.77	9.00	15.0
35	5.42 L	5.46 L	4.98 L	5.04 L	4.98	4.98	9.00	13.9
36	6.65	6.43	6.01	6.13	6.01	6.01	9.00	14.8
37	7.27	7.07	6.79	6.71	6.71	6.71	9.00	14.8
38	7.83	7.45	7.17	7.13	7.13	7.13	9.00	15.0
39	7.48	7.22	6.98	6.76	6.76	6.76	9.00	14.7
40	8.02	7.72	7.56	7.32	7.32	7.32	9.00	14.3
41	7.95	8.03	7.59	7.91	7.59	7.59	9.00	15.3
42	8.11	8.09	7.87	8.11	7.87	7.87	9.00	15.0
43	8.78	8.58	8.54	8.50	8.50	8.50	9.00	15.7
44	8.32	8.20	7.88	8.02	7.88	7.88	9.00	15.9
45	7.38	7.36	6.80	6.88	6.80	6.80	9.00	15.6
46	6.79	6.93	6.59	6.61	6.59	6.59	9.00	14.6
47	7.83	7.83	7.71	7.79	7.71	7.71	9.00	15.0
48	7.97	7.99	7.87	7.95	7.87	7.87	9.00	15.3
49	8.69	8.61	8.37	8.51	8.37	8.37	9.00	15.7
50	8.17	8.01	7.93	8.01	7.93	7.93	9.00	14.7
51	8.67	8.51	8.31	8.47	8.31	8.31	9.00	15.3
52	8.73	8.57	8.31	8.53	8.31	8.31	9.00	15.3
53	8.37	8.27	8.03	8.17	8.03	8.03	9.00	14.8
54	8.70	8.46	8.22	8.42	8.22	8.22	9.00	14.4
55	9.21	9.13	8.91	9.03	8.91	8.91	9.00	15.2
56	9.37	9.29	9.11	9.17	9.11	9.11	9.00	15.5
57	9.28	9.20	8.98	9.06	8.98	8.98	9.00	15.2

# FCC Compliance Report

Test Date: 01/29/2006

## 24 Hour Level Section

System: Time Warner Cable Node ID:  
Site Name: PC10EG057.Geneva, Trunk ID:  
TPA

Converter: Explorer 2100

Dist. ID:  
Location: Mynderse Street (At Dead End)  
Seneca Falls New York

Drop Cable: F660BVV

Date: 01/29/06 01/29/06 01/29/06 01/29/06  
Time: 04:30:26 10:30:28 16:30:29 22:30:31  
Temp: 34.00 40.00 45.00 39.00

Channel Number	Level 1 (dBmV)	Level 2 (dBmV)	Level 3 (dBmV)	Level 4 (dBmV)	Min Level After 100ft Drop (dBmV)	Min Level Converter Input (dBmV)	Min Level Converter Output (dBmV)	Min Aural Separation Level (dB)
58	9.72	9.56	9.28	9.40	9.28	9.28	9.00	15.2
59	9.75	9.63	9.41	9.51	9.41	9.41	9.00	14.4
60	10.25	10.19	9.91	10.01	9.91	9.91	9.00	15.7
61	9.66	9.58	9.18	9.26	9.18	9.18	9.00	14.7
62	9.87	9.79	9.51	9.81	9.51	9.51	9.00	14.9
63	10.44	10.34	10.08	10.22	10.08	10.08	9.00	15.3
64	10.64	10.58	10.36	10.40	10.36	10.36	9.00	16.1
65	9.63	9.55	9.27	9.37	9.27	9.27	9.00	15.1
66	9.84	9.82	9.50	9.62	9.50	9.50	9.00	15.2
67	9.43	9.31	9.09	9.31	9.09	9.09	9.00	15.4
68	9.55	9.43	9.09	9.27	9.09	9.09	9.00	15.3
69	9.40	9.42	8.98	9.06	8.98	8.98	9.00	15.1
70	9.67	9.51	9.05	9.31	9.05	9.05	9.00	16.0
71	8.85	8.65	8.35	8.45	8.35	8.35	9.00	16.1
72	8.11	8.03	7.79	7.89	7.79	7.79	9.00	15.0
73	8.04	8.06	7.84	7.94	7.84	7.84	9.00	14.7
74	8.56	8.64	8.10	8.18	8.10	8.10	9.00	14.1
75	9.11	9.03	8.83	8.93	8.83	8.83	9.00	14.9
76	9.02	9.02	8.52	8.56	8.52	8.52	9.00	15.0
77	9.60	9.52	9.24	9.34	9.24	9.24	9.00	15.4
98	10.34	10.26	10.18	10.16	10.16	10.16	9.00	15.3
99	9.29	9.23	9.01	9.01	9.01	9.01	9.00	16.1
Max	11.5	11.6	11.3	11.4				
Min	5.4	5.5	5.0	5.0				
P/V	6.1	6.1	6.4	6.4				

# FCC Compliance Report

Test Date: 01/29/2006

## Six Month Variance Section

System: Time Warner Cable

Site Name: PC10EG057.Geneva.TPA

Location: Mynderse Street (At Dead End)  
Seneca Falls New York

Date:	Current Report 01/30/06		Previous Report 07/18/05		Difference Level (dB)	Error
	Channel Number	Min Level (dBmV)	Max Level (dBmV)	Min Level (dBmV)	Max Level (dBmV)	
	2	11.34	11.56	10.92	12.56	0.64
	3	10.58	10.90	10.55	11.68	0.35
	4	10.52	10.92	9.75	11.18	1.17
	5	10.15	10.59	9.38	10.69	1.21
	6	10.31	10.65	10.08	10.59	0.57
	7	9.63	10.09	8.38	9.09	1.71
	8	9.26	9.58	8.31	9.00	1.27
	9	9.42	9.78	8.21	8.80	1.57
	10	9.23	9.65	8.24	8.87	1.41
	11	8.89	9.57	8.84	9.15	0.73
	12	9.52	9.84	8.60	9.02	1.24
	13	8.90	9.46	8.41	8.84	1.05
	14	8.35	8.67	7.18	7.97	1.49
	15	7.78	8.14	6.73	7.88	1.41
	16	7.39	7.53	6.16	7.21	1.36
	17	7.37	8.31	6.78	7.71	1.53
	18	7.72	9.02	8.13	8.80	0.89
	19	7.74	8.30	6.71	7.68	1.59
	20	8.64	9.08	7.93	8.30	1.15
	21	9.13	9.55	7.98	8.49	1.57
	22	9.03	9.39	8.20	8.75	1.19
	23	8.35	8.95	7.34	8.07	1.61
	24	8.01	8.65	6.62	7.23	2.03
	25	6.70	7.26	6.13	6.70	1.13
	26	7.10	7.46	5.91	6.60	1.55
	27	6.56	6.88	5.25	5.80	1.63
	28	6.65	6.91	5.26	5.83	1.65
	29	6.06	6.60	5.23	5.74	1.37
	30	6.13	6.45	4.72	4.97	1.73
	31	6.19	6.81	5.00	5.27	1.81
	32	6.64	7.08	5.37	5.68	1.71
	33	6.17	6.69	5.08	5.41	1.61
	34	6.77	7.33	6.03	6.31	1.30
	35	4.98	5.46	5.65	5.86	-0.19
	36	6.01	6.65	4.88	5.37	1.77
	37	6.71	7.27	5.58	6.03	1.69
	38	7.13	7.83	6.14	6.49	1.69
	39	6.76	7.48	5.55	5.90	1.93
	40	7.32	8.02	6.01	6.28	2.01
	41	7.59	8.03	6.48	7.25	1.55
	42	7.87	8.11	6.40	7.15	1.71
	43	8.50	8.78	7.11	7.76	1.67
	44	7.88	8.32	6.08	6.76	2.24
	45	6.80	7.38	6.04	6.66	1.34
	46	6.59	6.93	6.36	6.83	0.57
	47	7.71	7.83	6.74	7.31	1.09
	48	7.87	7.99	7.25	7.65	0.74
	49	8.37	8.69	7.20	7.73	1.49
	50	7.93	8.17	7.44	7.87	0.73
	51	8.31	8.67	7.72	8.09	0.95
	52	8.31	8.73	7.78	8.13	0.95
	53	8.03	8.37	7.30	7.75	1.07
	54	8.22	8.70	7.76	8.16	0.94
	55	8.91	9.21	8.68	9.03	0.53
	56	9.11	9.37	8.47	8.89	0.90
	57	8.98	9.28	8.18	8.60	1.10
	58	9.28	9.72	8.24	8.66	1.48

# FCC Compliance Report

Test Date: 01/29/2006

## Six Month Variance Section

System: Time Warner Cable

Site Name: FC10EG057.Geneva.TPA

Location: Mynderse Street (At Dead End)  
Seneca Falls New York

Date:	Current Report		Previous Report		
	01/30/06		07/18/05		
59	9.41	9.75	8.91	9.39	0.84
60	9.91	10.25	9.27	9.73	0.98
61	9.18	9.66	8.94	9.42	0.72
62	9.51	9.87	9.01	9.63	0.86
63	10.08	10.44	9.19	9.80	1.25
64	10.36	10.64	9.58	10.14	1.06
65	9.27	9.63	8.73	9.37	0.90
66	9.50	9.84	8.60	9.28	1.24
67	9.09	9.43	8.45	9.15	0.98
68	9.09	9.55	7.95	8.77	1.60
69	8.98	9.42	7.59	8.46	1.83
70	9.05	9.67	7.29	7.95	2.38
71	8.35	8.85	7.63	8.17	1.22
72	7.79	8.11	7.37	7.85	0.74
73	7.84	8.06	7.39	7.70	0.67
74	8.10	8.64	7.80	8.24	0.84
75	8.83	9.11	7.89	8.37	1.22
76	8.52	9.02	7.20	7.46	1.82
77	9.24	9.60	7.34	7.66	2.26
98	10.16	10.34	9.20	9.47	1.14
99	9.01	9.29	8.67	9.58	0.62

# FCC Compliance Report

Test Date: 01/29/2006

## Drop-Loss Device Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Description: FCC Proof of Performance\_East1.06

Description: 8/2 Multi-Port Tap  
Manufacturer: Phillips  
Model Number: 9208

Attenuation Characteristics:  
Flat Tap Loss (dB): 8.00



# FCC Compliance Report

Test Date: 01/29/2006

## Drop-Loss Device Section

**System:** Time Warner Cable  
**Test Report:** FCC-East\_1.06  
**Description:** FCC Proof of Performance\_East1 06  
  
**Description:** RG6 Messenger - Bonded Foil 60% Braid  
**Manufacturer:** Comm/Scope  
**Model Number:** F660BVV

### Attenuation Characteristics:

Normal Temperature (deg F):	80.00
Temperature Change Per 10 deg. F (%):	0.10
Flat Thru Loss (dB):	5.00
Cable Length (feet):	100.00
Normal Length (feet):	100.00

# FCC Compliance Report

Test Date: 01/29/2006

## Converter Device Section

System: Time Warner Cable  
Test Report: FCC-East\_1.06  
Description: FCC Proof of Performance\_East1.06

Description: Addressable Converter Box

Manufacturer: Scientific Atlanta  
Model Number: Explorer 2100  
Device Type:

### Attenuation Characteristics:

Gain/Flat Loss (dB):	3.00
Hum (%):	0.00
Input signal range, Low limit (dB):	-7.00
Input signal range, High limit (dB):	20.00

### Correction Factors:

Noise Figure	CSO Contribution	CTB Contribution
10.00	57.00	63.00

NOTICE OF PUBLIC  
HEARING


THERE WILL BE a public hearing on the proposed renewal of the franchise agreement with Time Warner Cable on August 13, 2007 at the August Village of Seneca Falls Monthly board meeting at the Village Hall. Copies of the agreement are available at the Village Hall. Terms and conditions are the same as expired agreement with an exception of a 15 year time period.  
#11682-31-1/1

STATE OF NEW YORK  
Ss  
COUNTY OF SENECA

Joseph L. Siccardi, Sr., being duly sworn, deposes and says that he is the publisher of REVEILLE/BETWEEN THE LAKES, a weekly newspaper published in the Town of Romulus, County of Seneca, State of New York, and that a legal notice of which the annexed is a true copy, published in said newspaper, once each week for one consecutive week(s), as follows: beginning on Thursday, August 2, 2007 and ending on Thursday August 2, 2007.

  
Joseph L. Siccardi

Subscribed & sworn to before me this 2<sup>nd</sup> day of August, 2007.

My commission expires: 

NICOLLE A. SICCARDI  
Notary Public, State of New York  
No. 6098762  
Qualified in Seneca County  
Commission Expires Sept. 22, 2007

Legal #11682

# State of New York,

COUNTY OF ONTARIO  
CITY OF GENEVA

SS.

## LEGAL NOTICE

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

Any interested person may file comments with respect to the application with the Town Clerk's office at 60 State Street, Seneca Falls, NY 13148.

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

375

R

the City of Geneva, County of Ontario,

being duly sworn, doth depose and say that he is Bookkeeper  
Finger Lakes Printing Company, publishers of THE FINGER LAKES TIMES a Daily Newspaper, published in Geneva, in said County; 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 Finger Lakes Times  
for 2 times

\_\_\_\_\_ successive \_\_\_\_\_ beginning May 14 20 06  
and ending May 21 20 06

Rubens C. C. C.

Subscribed and sworn to before me)

this 2 day of May 20 06

Suzanne M. Strong  
Notary Public, Ontario County, N.Y.

SUZANNE M. STRONG  
Notary Public, State of New York  
Ontario County No. 01ST 6135617  
Commission Expires October 24, 20 09

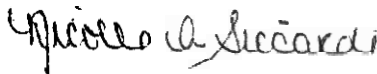
STATE OF NEW YORK  
Ss  
COUNTY OF SENECA

Joseph L. Siccardi, Sr., being duly sworn, deposes and says that he is the publisher of SENTINEL AND COURIER a weekly newspaper published in the Town of Romulus, County of Seneca, State of New York, and that a legal notice of which the annexed is a true copy, published in said newspaper, once each week for TWO successive week(s), as follows: beginning on Thursday, May 18, 2006 and ending on Thursday May 25, 2006.

  
Joseph L. Siccardi

Subscribed & sworn to before me this 25<sup>th</sup> day of May, 2006.

My commission expires:

  
**NICOLLE A. SICCARDI**  
Notary Public, State of New York  
No. 6098762  
Qualified in Seneca County  
Commission Expires Sept. 22, 2007

**LEGAL NOTICE**  
**TIME WARNER ENTERTAINMENT-Advance/Newhouse Partnership, Time Warner Cable, 71 Mt. Hope Avenue, Rochester, New York 14620, has filed an Application to Renew its cable television Franchise Agreement with the Village of Seneca Falls according to the rules of the NYS Public Service Commission.**  
Any interested person may file comments with respect to the application with the Village Clerk's office, 60 State Street, Seneca Falls, New York 13148.  
The application and all comments are available for public inspection during normal business hours at the clerk's office.  
#11256-21-2/2

Legal #11256

## **RESOLUTION**

**WHEREAS the Village of Seneca Falls Board of Trustees wishes to approve the renewal of the Time Warner Cable franchise agreement with all terms and conditions remaining the same for a ten year period;**

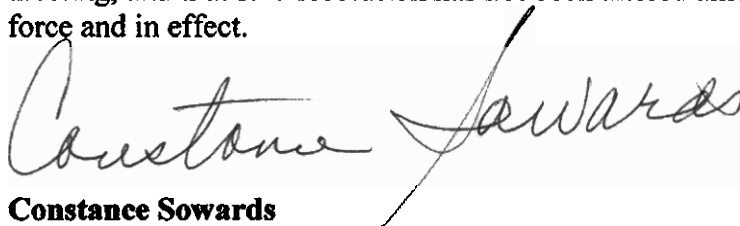
**BE IT RESOLVED that the Mayor of Seneca Falls has permission to sign the franchise agreement.**

**On motion by Trustee Ikewood, seconded by Trustee Masino.**

**Ayes: 3**

**Noes: 0**

I, Constance Sowards, Village Clerk of the Village of Seneca Falls, New York, do hereby certify that the above resolution was adopted at a regular meeting of the Village Board of Trustees held on August 13, 2007, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered amended or revoked and is in full force and in effect.

A handwritten signature in cursive script, reading "Constance Sowards", is written over a light gray rectangular background.

**Constance Sowards  
Village Clerk**

VILLAGE OF SENECA FALLS

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

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## **FRANCHISE AGREEMENT**

A Franchise granting to TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP, (hereinafter "Franchisee") permission to construct, operate and maintain a Cable Television system throughout the VILLAGE of SENECA FALLS (hereinafter "Village") and setting terms and conditions herein.

WHEREAS, Franchisees' technical ability, financial condition and character were considered in a full public proceeding of the Village Board of Trustees (hereinafter Board) affording due process and culminating in a public hearing on August 9, 2007 and

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

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

WHEREAS, the Franchisee desires to obtain a non-exclusive franchise with the Village for a term of ten (10) years, and

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

### **SECTION ONE: DEFINITIONS**

**1.1** For the purpose of this Franchise, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular include the plural number. The word "shall" is always mandatory and not merely directory. Such meaning or definition of terms found in this agreement shall be interpreted consistent with the definitions of The Cable Communications Policy Act of 1984 as amended, the Federal Communications Commission, FCC Rules and Regulations, 47 CFR Subsection 76.1 et seq., Article 11 of the NYS Public Service Law as amended and 16 NYCRR 889 et. seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

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

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

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

**1.5** "FCC" means the Federal Communications Commission.

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

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

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

**1.9** "Franchised Area" means the area within the legal boundaries of the Village, but not the Town, including any area annexed thereto.

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

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

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

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

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

**1.15** "Village" means all the territory within the present and future boundaries of the Village of Seneca Falls.

## **SECTION TWO: GRANT OF AUTHORITY**

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

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

**2.3** Any grant of a subsequent franchise by the Village shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder and shall be granted in keeping with the rules of the PSC.

**2.4** The rights and privileges of this Franchise shall continue for a period of ten (10) years from the approval by the Village, acceptance by the Franchisee, and formal approval by the New York State Public Service Commission.

## **SECTION THREE: COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

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

**3.2** In the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Village to obtain a franchise from the Village for the construction, operation or maintenance of a cable system, then, at Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Village in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee's sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Grantee.

It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system in the Village.

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

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

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

#### **SECTION FOUR: TERRITORIAL AREA OF FRANCHISE**

This Franchise is granted to Franchisee to serve all of the territory within the present boundaries of the Village, as shown on the map attached hereto as Appendix A. The "Primary Service Area", as such term is defined by 16 NYC RR Section 895.5 of the Regulations of the Public Service Commission, as identified on said Appendix A. Areas outside the Primary Service Area will be served in accordance with Section 16 of this Franchise.

#### **SECTION FIVE: LIABILITY AND INDEMNIFICATION**

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

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

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

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

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

- (a) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person within the limit, however, of Two Million Dollars (\$2,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence.
- (b) Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) accident, and One Million Dollars (\$1,000,000.00) for property damage in the aggregate.

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

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

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

## **SECTION SIX: RIGHTS RESERVED BY THE VILLAGE**

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

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

**6.3.1** The Village and the Franchisee agree that Franchisee's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

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

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

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

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

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

#### **SECTION SEVEN: FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES**

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

#### **SECTION EIGHT: TERMINATION OF FRANCHISE**

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

#### **SECTION NINE: FRANCHISE RENEWAL**

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

## **SECTION TEN: RATES**

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

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

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

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

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

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

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

## **SECTION ELEVEN: SYSTEM REQUIREMENTS**

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

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



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

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

**11.3** Franchisee shall designate channel capacity for public, educational and governmental access in accordance with the standards for Public, Educational and Governmental (PEG) Access as set forth in 16 NYC RR Section 895.4 of the Regulations of the Public Service Commission. The Franchisee shall provide access channel(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, non-discriminatory basis. Such access channels may be shared by other municipalities. All such PEG programming that is caused to be transmitted on any PEG channel by the municipality shall be produced locally and at no time shall the municipality cause any commercial radio station on any other commercial programming, including any programming that is not produced locally to be transmitted on any PEG channel.

## **SECTION TWELVE: PHYSICAL FACILITIES**

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

## **SECTION THIRTEEN: CONSTRUCTION STANDARDS**

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

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

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

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

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

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

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

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

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

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

#### **SECTION FOURTEEN: OPERATION AND SYSTEM MAINTENANCE**

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

**14.2** The Franchisee shall give credit for every service outage in accordance with 16 NYC RR Section 890.65 of the Regulations of the Public Service Commission.

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

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

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

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

#### **SECTION FIFTEEN: FRANCHISE FEE**

**15.1** As a Franchise fee herewith, the Franchisee shall pay, annually on or before March 31st of each year hereof, three percent (3%) of Gross Subscriber Revenues received by the Franchisee in the preceding calendar year. Any and all such fees may be passed through to subscribers by the Franchisee as permitted by law and shall be reduced by any fees paid to the New York State Public Service Commission if applicable.

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

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

## **SECTION SIXTEEN: LINE EXTENSIONS**

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

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

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

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

(c) Any area adjoining an area described in Sub-section (a) or (b) of this Section 16.2 and which contains dwelling units at a minimum of 35 dwelling units per linear mile of aerial cable;

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

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

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

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

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

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

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

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

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

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

### **SECTION SEVENTEEN: NEW SUBDIVISIONS**

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

### **SECTION EIGHTEEN: ABANDONMENT**

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

### **SECTION NINETEEN: FORCE MAJEURE**

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

### **SECTION TWENTY: EFFECTIVE DATE**

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

Signed this 14th day of August, 2007.

VILLAGE OF SENECA FALLS  
By: [Signature]  
Diane Smith, Mayor

TIME WARNER ENTERTAINMENT  
ADVANCE/NEWHOUSE PARTNERSHIP

By: [Signature]  
Terence Rafferty, Division President

**Appendix B**  
**Village of Seneca Falls**  
**April, 2007**

**Prices and Packages**

**Cable Service Monthly Rates**

Basic Service	\$11.67
Standard Service	\$46.38

**Digital Programming**

\$5.50 1<sup>st</sup> outlet, 50 cents each additional outlet

**Optional Services**

HBO	\$12.95
Any other movie Channel	\$7.95 each

**Channel Selector(s) & Equipment**

Addressable Terminal	\$ 7.64 ea.
Non-addressable selector	.55
Remote Control	.31

**Other Charges**

Service Protection Plan	\$ 1.00 per mn.
Wallfish (per outlet)	\$65.00
Transfer	\$19.95
Returned item charge	\$20.00
Late charge	\$ 5.00
Lost, stolen, damaged equipment depending on model.	\$62.80 - \$500.00
remote, depending on model	
Lost, stolen, damaged	\$ 8.20 - \$42.47
Vacation disconnect	\$ 5.00 per mn

Encore Movie Pack	\$ 3.00
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**Pay-Per-View**

Movies	\$3.95 ea.
Adult Programming	\$10.95
Special Events	per event

Eligible once during a 12 month period for a minimum of 30 days and a maximum of 6 months.

10% Discount on Std. Service:

Must qualify for HEAP or  
 Must receive both Medicaid  
 and food stamps.

**Primary Trip**

Primary Installation (unwired)	\$37.95
Prewired Home	\$24.95
Additional Outlet (unwired)	\$15.95 ea
Additional Outlet (prewired)	\$ 9.95 ea

**Special Trip**

Installation of Each Outlet	\$24.95
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Service call/caused by customer and not covered by SPP	\$25.00
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**High-Speed Online Service**

Road Runner w/Basic cable only or w/o cable	\$44.95	EarthLink or LocalNet	\$44.95
Road Runner w/Std cable	\$39.95	Road Runner Wireless	\$49.95
Additional RR IP addresses (2) \$5.95 ea. per month		w/Basic cable only or w/o cable	
RR Tutorial	\$34.95	Road Runner Wireless	\$44.95
Standard Installation	\$24.95	w/Standard cable	
		Service call	\$50.00

**Digital Phone**

Digital Phone w/Basic cable only or w/o cable	\$44.95
Digital Phone w/Standard cable	\$39.95

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

Company is not responsible for errors and regularly published rates and/or service levels.

BA/FL-Rates effective 4/2007