

PENDING PETITION MEMO

Date: 7/14/2008

TO : OT
OGC

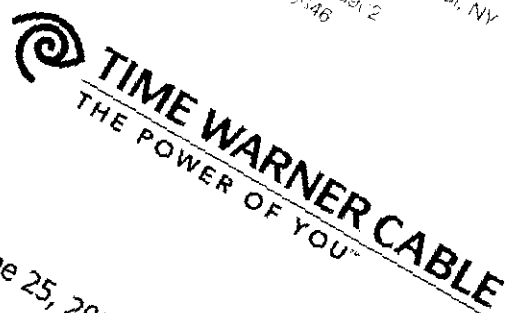
FROM: CENTRAL OPERATIONS

UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE

SUBJECT: 07-V-1320

Petition of the Time Warner Cable, Syracuse/Binghamton Division for the Approval of the Renewal of its Franchise with the Village of Cherry Creek, Chautauqua County.

1000 State Dr., State D. Vestal, NY 13850
P.O. Box 2056
Binghamton, NY 13902
Tel: (607) 644-5546



June 25, 2008

Hon. Jaclyn A. Brillling, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350
RE: Franchise Renewal

2008 JUL 14 PM 2:12

Dear Secretary Brillling:
We are herewith filing an original and four copies of the following:
Time Warner Cable, Syracuse/Binghamton Division
With the Village of Cherry Creek

1. R-2 Application for Franchise Renewal
2. Proof of Service dated January 17, 2008
3. Municipal Resolution granting renewal dated June 14, 2008
4. Fully-executed copy of Franchise Renewal Agreement dated June 14, 2008
5. Copy of latest annual test data compiled for this part of the Division's CATV System.

ereby request approval by the Commission of this application pursuant to Section 140 of the Public Service Law.

Sincerely,

Lia Abbey
Environmental Relations

Lia Abbey, Village of Cherry Creek Clerk (w/copy of Encls.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

1. The exact legal name of the applicant is **Time Warner Entertainment-Advance/Newhouse Partnership.**
2. The applicant does business under the name **Time Warner Cable (Binghamton Division).**
3. Applicant's telephone number are:

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

**(716) 664-7310 Time Warner Cable (Jamestown)
120 East Second Street
Jamestown, New York 14701**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2007 are:

Village of Bemus Point	260	Village of Brocton	453
Town of Busti	834	Town of Carroll	685
Village of Cassadaga	259	Village of Celoron	390
Village of Cherry Creek	99	Town of Clymer	258
Town of Ellery	1008	Town of Ellicott	1746
Town of Ellington	92	Village of Falconer	963
Village of Fredonia	2968	Town of French Creek	51
Town of Gerry	641	Town of Harmony	118
City of Jamestown	9946	Town of Kiantone	325
Village of Lakewood	1337	Town of Mina	215
Town of North Harmony	284	Village of Panama	143
Town of Poland	422	Town of Pomfret	619
Town of Portland	52	Village of Sinclairville	234
Village of South Dayton	127	Town of Stockton	163
Town of Villenova	23	Wayne Township	13

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

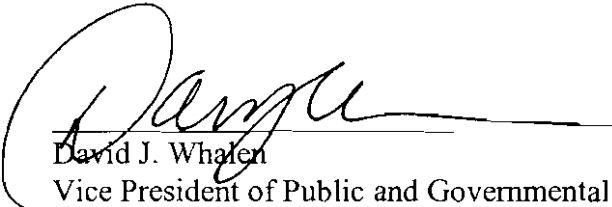
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Village of Bemus Point	.00	Village of Brocton	.00
Town of Busti	.00	Town of Carroll	.00
Village of Cassadaga	.00	Village of Celoron	.00
Town of Clymer	.00	Village of Cherry Creek	.00
Town of Ellery	.00	Town of Ellicott	.00
Town of Ellington	.00	Village of Falconer	.00
Village of Fredonia	.00	Town of French Creek	.00
Town of Gerry	.00	Town of Harmony	.00
City of Jamestown	.00	Town of Kiantone	.00
Village of Lakewood	.00	Town of Mina	.00
Town of North Harmony	.00	Village of Panama	.00
Town of Poland	.00	Town of Pomfret	.00
Town of Portland	.00	Village of Sinclairville	.00
Village of South Dayton	.00	Town of Stockton	.00
Town of Villenova	.00	Wayne Township	.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2003.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.
- _____
- _____
- _____
13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

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

Dated: 1-17-08

By: 
David J. Whalen
Vice President of Public and Governmental Relations
Time Warner Cable - Binghamton Division

960	CNN Showcase On Demand	229	Women Max
961	truTV On Demand	230	@ Max
962	BBC America On Demand	231	5 Star Max
963	Biography On Demand	232	Outer Max
964	National Geographic On Demand	233	Cinemax West †
970	Sportsskool On Demand	234	More Max West †
971	The Golf Channel On Demand	235	Action Max West †
972	Speed Channel On Demand	236	Thriller Max West †
973	Exercise TV On Demand	250	Showtime
977	Entertainment On Demand	251	Showtime Too
978	Music On Demand	252	Showtime3
984	Cutting Edge On Demand	253	Showtime Extreme
989	Local On Demand	254	Showtime Beyond
990	Oxygen On Demand	255	The Movie Channel
991	Music Choice Pop & Rock On Demand	256	The Movie Channel Xtra
992	Music Choice Urban & Latin On Demand	257	Flix
998	Events On Demand	258	Showtime Next
999	Answers On Demand	259	Showtime Family
1015	Sports On Demand	260	Showtime Women
1016	Time Warner Sports On Demand	261	Showtime HD*
1276	Automotive On Demand	275	Starz
1279	Elections On Demand	276	Starz Edge
1280	Movie Trailers On Demand	277	Starz Cinema
1282	Journey TV On Demand	278	Starz In Black
1285	Expo TV On Demand	920	HBO On Demand †
		921	Cinemax On Demand †
		922	Showtime On Demand †
		923	The Movie Channel On Demand †

MOVIE PAK

153	Encore WAM
166	IFC
175	Encore Love Stories
176	Encore Drama
177	Encore Mystery
178	Encore Action
179	Encore Westerns
180	Encore
181	Sundance

SPORTS PACKAGES** †

500-508	ESPN Full Court and ESPN Game Plan
510-521	NBA League Pass
531-540	NHL Center Ice

SPORTS TIER

550	ESPNEWS
551	Fox Soccer Channel
552	FCS Pacific
553	FCS Central
554	FCS Atlantic
555	FCS Español
556	Tennis Channel
557	CBS College Sports
558	NBA TV

559	Fuel
560	NHL Network †
561	VS.

LATINO ESPECIAL

285	La Familia Cosmopolitan
286	Cine Latino
287	Discovery Español
289	Mun2
291	VideoRola
292	ESPN Deportes

INTERNATIONAL PREMIUMS

298	Zee TV
299	TV Asia

FAMILY TIER

1900	Boomerang
1901	C-SPAN2
1902	C-SPAN3
1903	Headline News
1904	Discovery Kids
1905	The Science Channel
1906	Disney Channel
1907	DIY
1908	Fit TV
1909	HGTV
1910	Noggin
1911	The Weather Channel
1912	Toon Disney
1913	The Food Network

HDTV

700	WUTV HD
701	WIVB HD
702	WGRZ HD
703	WKBW HD
704	WNED HD
705	HD Theater
706	TNT HD
710	HBO HD*
711	Showtime HD*
719	ESPN HD
720	ESPN2 HD †
721	YES HD
722	SportsNet NY HD †
816	MHD
817	A&E HD †
819	Discovery Channel HD †
825	TLC HD †
831	Animal Planet HD †
832	Science Channel HD †
902	HD On Demand †

HDTV TIER

793	HD Net
794	HD Net Movies

795	Universal HD †
796	MOJO
* Must have subscription to premium channel to receive the corresponding HD channel.	

** Subscription required when package is in season.

• Monthly subscription required.

† Not available to Cable Card subscribers.

Jamestown Channel Line-up

Basic Channel Line-up

2	WGRZ, NBC	9	WNED, PBS	15	Telemundo	21	TV Guide Network
4	WIVB, CBS	10	WNLO, CW	16	WNYB, TBN	22	WGN, IND
5	WSEE, CBS	11	Hallmark Channel	17	TLC	99	IX
6	WUTV, FOX	12	WICU, NBC	18	ION		
7	WKBW, ABC	13	WNYO, MY Network	19	Public Access		
8	Cable 8 News/Local	14	BET	20	TBS		

Standard Channel Line-up

23	C-SPAN	37	VH-1	51	TV Land	65	TCM: Turner Classic Movies
24	C-SPAN2	38	MTV	52	Lifetime Movie Network	66	Comedy Central
25	TNT	39	ESPN	53	Animal Planet	67	WE
26	AMC	40	ESPN2	54	The Food Network	68	Iuse
27	USA Network	41	Speed Channel	55	The Travel Channel	69	Bravo
28	CNN	42	MSG	56	QVC	70	Fit TV
29	Headline News	43	YES Network	57	HSN	71	Style
30	The Weather Channel	44	Shop NBC	58	Fox News Channel	72	E!
31	MSNBC	45	The Golf Channel	59	AmericanLife TV	73	BBC America
32	CNBC	46	SportsNet New York	60	HGTV	74	Discovery Health
33	ABC Family	47	Sci-Fi Channel	61	truTV	75	A&E
34	Nickelodeon	48	History Channel	62	Disney Channel	76	Lifetime Television
35	The Discovery Channel	49	Cartoon Network	63	CMT		
36	Spike	50	EWTN	64	SoapNet		

Digital Channel Line-up

101	Investigation Discovery	135	Fine Living	1012	Time Warner Sports	335	Hot Choice
103	Military Channel	146	Boomerang	1024	News 10 SkyTracker Radar 24/7	350	Penthouse TV
104	The Science Channel	147	NickToons			351	TEN Clips
105	Discovery Home Channel	148	The N			352	TEN Blox
106	ESPNEWS	149	Noggin			353	TEN Blue
107	The Sleuth Channel	150	Discovery Kids			929	Howard Stern On Demand
108	Current	151	Ovation			930	Adult On Demand
109	Bloomberg Television	152	BET J				
110	C-SPAN3	156	Toon Disney				
111	G4	162	MTV Hits				
112	Trinity Broadcast Network	163	VH-1 Classic				
113	DIY	164	GAC: Great American Country				
114	National Geographic	165	Fox Movie Channel				
115	CNBC World	166	IFC				
116	C-SPAN2	170	LOGO				
117	Weather Plus	174	MoviePlex				
121	ESPN U	182	The Jewelry Channel				
122	ESPN Classic	183	Jewelry Television				
126	Outdoor Channel	184	GemsTV				
127	Fox Business Channel	185	America's Auction Network				
128	Fox Reality Channel	187	TV Super Store				
129	Fox Soccer Channel	1001	News & Information				
131	History International	1010	The Legislative Channel				
132	Biography	1011	NY1 News				
134	Lifetime Real Women						

MOVIES ON DEMAND †

399	Movies On Demand
897	Classics On Demand
898	Kids & Teens On Demand
899	Thrillers On Demand
900	Movies On Demand
904	International Movies On Demand
905	Español On Demand

FREE ON DEMAND †

145	Kids On Demand Preschool
160	Entertainment On Demand
161	Music On Demand
449	Music Choice Pop & Rock On Demand
450	Music Choice Urban & Latin On Demand
799	HD Showcase On Demand
901	TVG Network On Demand
903	Free Movies On Demand
938	TNT On Demand
939	TBS On Demand
946	Kids On Demand
947	Kids On Demand Preschool
951	Lifestyle On Demand

PAY-PER-VIEW †

301	Events IN Demand1
302	Events IN Demand2
303	Events On Demand
910-919	Movies On Demand by Titles

ADULT †

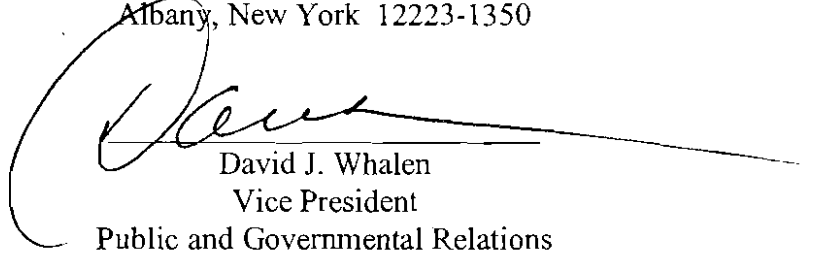
332	Outrageous On Demand
333	Howard Stern On Demand
334	Adult On Demand

2008 - municipality	title	first	last	address	city	state	zip	2008 BST	2008 CPST	2008 Total
Bemus Point, Village of	Mayor	Bryan	Dahlberg	PO Box 450	Bemus Point	NY	14712	\$12.80	\$42.23	\$55.03
Busti, Town of	Supervisor	Kathleen A.	Sullivan	121 Chautauqua Ave	Lakewood	NY	14750	\$12.80	\$42.23	\$55.03
Carroll, Town of	Supervisor	James	Cooper	5 Main Street	Frewsburg	NY	14738	\$12.80	\$42.23	\$55.03
Celoron, Village of	Mayor	Tom	Bartolo	PO Box 577	Celoron	NY	14720	\$12.80	\$42.23	\$55.03
Cherry Creek, Village of	Mayor	Dean	Mount	PO Box 26	Cherry Creek	NY	14723	\$12.80	\$42.23	\$55.03
Clymer, Town of	Supervisor	Ralph	Holthouse	PO Box 58	Clymer	NY	14724	\$12.80	\$42.23	\$55.03
Ellery, Town of	Supervisor	Arden	Johnson	PO Box 429	Bemus Point	NY	14712	\$12.80	\$42.23	\$55.03
Ellicott, Town of	Supervisor	Patrick A.	Tyler	215 S. Work St	Falconer	NY	14733	\$12.80	\$42.23	\$55.03
Ellington, Town of	Supervisor	Laura	Cronk	813 W. Main St	Ellington	NY	14732	\$12.80	\$42.23	\$55.03
Falconer, Village of	Mayor	David	Kreig	101 W. Main St	Falconer	NY	14733	\$12.80	\$42.23	\$55.03
French Creek, Town of	Supervisor	David	White	9252 Rt 474	Clymer	NY	14724	\$12.80	\$42.23	\$55.03
Gerry, Town of	Supervisor	John R.	Crossley	PO Box 15	Gerry	NY	14740	\$12.80	\$42.23	\$55.03
Harmony, Town of	Supervisor	Todd	Eddy	PO Box 186	Panama	NY	14767	\$12.80	\$42.23	\$55.03
Jamestown, City of	Mayor	Samuel	Teresi	Mun.Bldg., 200 E. 3rd St	Jamestown	NY	14701	\$12.80	\$42.23	\$55.03
Kiantone, Town of	Supervisor	Jeffrey	Piazza	1521 Peck Settlement Rd	Jamestown	NY	14702	\$12.80	\$42.23	\$55.03
Lakewood, Village of	Mayor	Anthony	Caprino	20 W. Summit St	Lakewood	NY	14750	\$12.80	\$42.23	\$55.03
Mina, Town of	Supervisor	Rebecca	Brumagin	PO Box 38	Findley Lake	NY	14736	\$12.80	\$42.23	\$55.03
North Harmony, Town of	Supervisor	Sally	Carlson	PO Box 167	Stow	NY	14785	\$12.80	\$42.23	\$55.03
Panama, Village of	Mayor	William	Schneider	PO Box 118	Panama	NY	14767	\$12.80	\$42.23	\$55.03
Poland, Town of	Supervisor	James	Cooper	3593 Church St	Kennedy	NY	14747	\$12.80	\$42.23	\$55.03
Sinclairville, Village of	Mayor	Dean	Houser	8 Lester St, PO Box 469	Sinclairville	NY	14782	\$12.80	\$42.23	\$55.03
South Dayton, Village of	Mayor	Ed	McAlpine	17 Park St.	South Dayton	NY	14138	\$12.80	\$42.23	\$55.03
Willenova, Town of	Supervisor	Yvonne	Park	1094 Butcher Rd	South Dayton	NY	14138	\$12.80	\$42.23	\$55.03
Wayne Township	President	Richard A.	Warner	17395 Sciota Rd	Corry	PA	16407	\$12.80	\$42.23	\$55.03

PROOF OF SERVICE

I, David J. Whalen, Vice President of Public and Governmental Relations for Time Warner Cable - Central New York Division, Binghamton Region hereby certify that I have, this 12th day of January, 2008, by first class mail, postage prepaid, delivered an original Application for Franchise Renewal, for the Village of Cherry Creek, Chautauqua County, State of New York, to Mayor Dean Mount, PO Box 26, Cherry Creek, NY 14723. Copies of this same Application for Franchise Renewal have been sent by first class mail, postage prepaid to:

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


David J. Whalen
Vice President
Public and Governmental Relations
Time Warner Cable
Central New York Division, Binghamton Region

SWORN TO BEFORE ME THIS

12th DAY OF January 2008
Jessica Eckhardt

NOTARY PUBLIC

SUSAN M. EDWARDS
Notary Public, State of New York
NY 12021-05
Res. Office: Chautauqua County
My commission expires 6-4-2010

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

Village of Cherry Creek

THIS AGREEMENT, executed this ⁴ 14 day of June, 08, by and between the **Village of Cherry Creek** (hereafter referred to as the Municipality) by the Mayor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP**, a New York General Partnership, organized and existing under the laws of the State of New York, the local place of business of which is located at 120 Plaza Drive, Suite D, Vestal, NY 13850, hereinafter referred to as "Time Warner Cable."

WITNESSETH

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

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

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

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

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

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

SECTION 1 - DEFINED TERMS

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

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

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

SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT

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

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

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

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

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder. No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

As used in this Section, the phrase, "occupancy or use of Streets," or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 - APPROVAL OF COMPANY BY VILLAGE OF CHERRY CREEK

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

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be fifteen (15) years from the date of approval by the municipality.

In the event of 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 Municipality to obtain a franchise from the City for the construction, operation or maintenance of a cable system, then, at the Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise in conjunction with NYSPSC Section 892.1.4. If Grantee chooses to terminate this Franchise pursuant to the 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 Municipality 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, at the 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 Municipality.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

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

SECTION 6 - REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
 - (i) Time Warner Cable fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Time Warner Cable comply or take said reasonable steps to comply within said sixty days notice, the Village of Cherry Creek's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable is adjudged a bankrupt; or
 - (iii) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise.

- (b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing Time Warner Cable with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Municipality from all liability, damage and costs or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The Municipality shall promptly notify Time Warner Cable of any claim for which it seeks indemnification; afford Time Warner Cable the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Time Warner Cable all relevant information under its control.
- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Municipality evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

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

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

SECTION 9 - RELOCATION OF PROPERTY

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

SECTION 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Time Warner Cable in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.
- (b) Time Warner Cable agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.
- (c) Whenever Time Warner Cable or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to Time Warner Cable from the Municipality or after Time Warner Cable becomes aware of the same, in such fashion so as to restore the property or Street to substantially the same serviceable condition. Time Warner Cable is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e., in the public way) in the Village of Cherry Creek to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

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

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the Rules of the NYSPSC. Time Warner Cable will provide service to any area adjoining the primary service area which contains at a minimum 20 dwelling units per linear mile.

- 1) Primary service area shall include each of the following within the franchised area;
 - (a) those areas where cable television plant has been built without a contribution in aid of construction by subscribers;
 - (b) those areas, if any, where Time Warner is obligated by the terms of its franchise to provide cable television service without a contribution in aid of construction by subscribers;
 - (c) any area adjoining an area described in subparagraph "a" or "b" of this paragraph which contains dwelling units at minimum rate of 20 dwelling units per linear mile of aerial cable;
 - (d) if the average number of dwelling unites per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph (the average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs "a" and "b" of this paragraph by the number of linear miles of cable in the same areas) is less than 20, then any area adjoining an area described in subparagraphs "a" and "b" of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph.
- 2) Line extension area shall be any area within the franchised area which is not the primary service area.
 - (a) Within one (1) year after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area;
 - (b) Cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

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

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

- (3) Whenever, subsequent to the date which the company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, Time Warner will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. Time Warner shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable television services must be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachments by the company.
- (4) The contribution aid of construction shall be in addition to the normal installation rates.
- (5) During a ten (10) year period commencing at the completion of a particular line extension, a pro-rate refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund who is no longer at the same address and who has not informed the company of the subscriber's new address.
- (6) Cable television service will be provided to any subscriber who demands service and who is located within 200 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the standard installation charge.
- (7) The company shall review line extensions in May of each year to reflect the number of subscribers per mile so that adjustments or rebates for line extension contribution in aid of construction may be established.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.

- (b) Time Warner Cable shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC. Time Warner Cable shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Time Warner Cable shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. Time Warner Cable shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling and switching equipment, shall be acted upon promptly after notification. Time Warner Cable shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Village of Cherry Creek shall have the right and authority to request an inspection or test performed, all at the Municipality's expense. Time Warner Cable shall fully cooperate in the performance of such testing.
- (c) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 - RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. The rates and charges imposed by the franchisee for cable television service shall be subject to regulation in accordance with federal law.

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

- (a) Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.
- (b) Municipality and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

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

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

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

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Time Warner Cable to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Time Warner Cable's standard and customary practices and applicable rules and regulations of the FCC.
- (b) Notice of Time Warner Cable's procedures for reporting and resolving billing disputes and Time Warner Cable's policy and the subscribers rights in regard to "personally identifiable information," as that term is defined in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all subscribers as required by Federal or State law.
- (c) Time Warner Cable shall offer to, and shall notify in writing, the subscribers of the availability of locking program control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence.
- (d) In accordance with the applicable requirements of Federal and State laws, Time Warner Cable shall provide written notice of any increases in rates or charges for any Cable Television Service.
- (e) The Administrator, as the case may be, for the Municipality for this Franchise shall be the Mayor of the Municipality. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Municipality. All correspondence and communications between Time Warner Cable and the Municipality pursuant to this Franchise shall be addressed by Time Warner Cable to the Administrator.

- (f) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Time Warner Cable having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (g) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Parts 890 and 896 of the Rules and Regulations of the NYSPSC.
- (h) At least once each year, Time Warner Cable shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints.
- (i) Time Warner will provide one (1) outlet of basic and standard cable service, at no charge, to any library, public or parochial school, and to any one building owned by the Municipality, situated in areas served and located within 200 feet of existing cable and requiring a standard service installation.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the Municipality an amount equal to **1%** of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis and shall not include the amount attributable to franchise fees in the calculation of gross revenue.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

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

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.

- (b) To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws. Any modification of the agreement pursuant to this Section would constitute an amendment of the franchise subject to Section 222 of the PSC law and Subpart 892-1.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Municipality.
- (e) Time Warner Cable will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.
- (f) Access to cable service will not be denied to any group or potential residential subscribers because of the income of the residents of the local area in which such group resides.
- (g) The terms of the franchise are subject to the approval of the Public Service Commission (PSC).
- (h) Per Section 895.1(t), any valid reporting requirements contained in the franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 20 - NOTICE

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

When notices sent to Time Warner Cable:

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

When notices sent to the Village of Cherry Creek:

Mayor Dean Mount
Village of Cherry Creek
PO Box 26
Cherry Creek, NY 14723
Telephone: 716-296-5681

SECTION 21 - FORCE MAJEURE

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

SECTION 22 - RIGHTS OF ENFORCEMENT

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

SECTION 23 - FURTHER ASSURANCES

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

SECTION 24 - INTEGRATION

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

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

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

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

SECTION 25 - NO JOINT VENTURE

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 14 day of June, 08.

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

By: Mary Collier
Division President

VILLAGE OF CHERRY CREEK

By: Ma-M. Abbey
Officer Name

Title: Village Clerk

**STATE OF NEW YORK
Village of Cherry Creek
County of Chautauqua**

In the Matter of the Renewal of the Cable Television Franchise Held by
**TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
PARTNERSHIP** in the Village of Cherry Creek, Chautauqua County,
New York

RESOLUTION

An application has been duly made to the Board of the Village of Cherry Creek, County of Chautauqua, New York, by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP** ("Time Warner"), a partnership organized under the laws of the State of New York doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850, and holder of a cable television franchise in the Village of Cherry Creek for the approval of an agreement to renew Time Warner's cable television franchise for an additional fifteen (15) years commencing June 14, 08. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of Cherry Creek, New York on June 14, 2008 at 7:30 P.M. and notice of the hearing was published in the Post-Journal on June 4, 2008.

NOW, THEREFORE, the Board of the Village of Cherry Creek finds that:

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

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

BE IT FURTHER RESOLVED that the Board of the Village of Cherry Creek hereby renews the cable television franchise of Time Warner in the Village of Cherry Creek for fifteen (15) years commencing June 14, 08 and expiring June 14, 23.

BE IT FURTHER RESOLVED that the Board of the Village of Cherry Creek hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on January 6, 2003.

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

Dated: June 14 2008

Mia M. Abbey
Village of Cherry Creek Clerk

Cheng 311K

AVANTRON TECHNOLOGIES INC.

Network: TIME WARNER
 User ID:
 Site ID: ELO4
 COMMENT: CENTER ST.
 Mode : Auto Test

Model AT2000R S/N: 4853-1202
 Calibration Date : Jan 17, 2003

DATE: 01.23.08 TIME: 17:20:27 Temp: 69 F

Position	----- VIDEO -----			----- AUDIO -----			- SEPARATION -	
Type	Freq.	Error	Level	Freq.	Error	Level	Freq.	Level
Channel	MHz	kHz	dBmV	MHz	kHz	dBmV	MHz	dB
=====	=====	=====	=====	=====	=====	=====	=====	=====
002 TV 2	55.250	0.0	12.4	59.750	0.0	-2.4	4.500	-14.8
003 TV 3	61.250	0.0	12.8	65.750	0.0	-1.9	4.500	-14.8
004 TV 4	67.250	0.0	12.5	71.750	0.0	-3.8	4.500	-16.3
005 TV 5	77.250	0.0	13.2	81.750	0.0	0.6	4.500	-12.6
006 TV 6	83.250	0.0	12.4	87.750	0.0	-2.7	4.500	-15.1
007 TV 7	175.250	0.0	15.0	179.750	0.0	-0.0	4.500	-15.0
008 TV 8	181.250	0.0	14.9	185.750	0.0	1.1	4.500	-13.8
009 TV 9	187.250	0.0	16.0	191.750	0.0	2.4	4.500	-13.6
010 TV 10	193.250	0.0	16.5	197.750	0.0	3.5	4.500	-12.9
011 TV 11	199.250	0.0	16.3	203.750	0.0	1.2	4.500	-15.1
012 TV 12	205.250	0.0	16.3	209.750	0.0	-0.5	4.500	-16.8
013 TV 13	211.250	0.0	17.3	215.750	0.0	2.2	4.500	-15.1
014 TV A	121.263	0.0	13.7	125.763	0.0	-1.4	4.500	-15.0
015 TV B	127.263	0.0	13.1	131.762	0.0	-1.7	4.500	-14.8
016 TV C	133.262	0.0	14.5	137.762	0.0	-2.0	4.500	-16.5
017 TV D	139.250	0.0	13.9	143.750	0.0	-0.7	4.500	-14.6
018 TV E	145.250	0.0	14.5	149.750	0.0	1.3	4.500	-13.3
019 TV F	151.351	0.0	14.3	155.851	0.0	-0.5	4.500	-14.8
020 TV G	157.250	0.0	14.7	161.750	0.0	0.9	4.500	-13.8
021 TV H	163.250	0.0	14.5	167.750	0.0	0.6	4.500	-13.9
022 TV I	169.250	0.0	14.8	173.750	0.0	1.0	4.500	-13.8
023 TV J	217.250	0.0	16.3	221.750	0.0	0.8	4.500	-15.5
024 TV K	223.250	0.0	16.9	227.750	0.0	2.5	4.500	-14.4
025 TV L	229.262	0.0	16.9	233.762	0.0	1.8	4.500	-15.2
026 TV M	235.262	0.0	17.3	239.762	0.0	2.6	4.500	-14.8
027 TV N	241.262	0.0	17.8	245.762	0.0	2.8	4.500	-15.0
028 TV O	247.262	0.0	17.5	251.762	0.0	3.1	4.500	-14.4
029 TV P	253.262	0.0	17.8	257.762	0.0	3.2	4.500	-14.6
030 TV Q	259.262	0.0	17.1	263.762	0.0	3.1	4.500	-14.0
031 TV R	265.262	0.0	18.0	269.762	0.0	2.4	4.500	-15.5
032 TV S	271.262	0.0	18.4	275.762	0.0	4.2	4.500	-14.3
033 TV T	277.262	0.0	18.1	281.762	0.0	1.2	4.500	-16.9
034 TV U	283.262	0.0	17.2	287.762	0.0	2.2	4.500	-15.0
035 TV V	289.262	0.0	17.1	293.762	0.0	2.4	4.500	-14.7
036 TV W	295.262	0.0	17.3	299.762	0.0	2.0	4.500	-15.4
037 TV AA	301.262	0.0	16.8	305.762	0.0	2.5	4.500	-14.3
038 TV BB	307.262	0.0	17.3	311.762	0.0	3.1	4.500	-14.2

AVANTRON TECHNOLOGIES INC.

Network: TIME WARNER
 User ID:
 Site ID: ELO4
 COMMENT: CENTER ST.
 Mode : Auto Test

Model AT2000R S/N: 4853-1202
 Calibration Date : Jan 17, 2003

DATE: 01.23.08 TIME: 17:20:27 Temp: 69 F

Position	----- VIDEO -----			----- AUDIO -----			- SEPARATION -	
Type	Freq.	Error	Level	Freq.	Error	Level	Freq.	Level
Channel	MHz	kHz	dBmV	MHz	kHz	dBmV	MHz	dB
=====	=====	=====	=====	=====	=====	=====	=====	=====
039 TV CC	313.262	0.0	16.2	317.762	0.0	0.9	4.500	-15.4
040 TV DD	319.262	0.0	16.5	323.762	0.0	1.3	4.500	-15.2
041 TV EE	325.262	0.0	16.3	329.762	0.0	0.7	4.500	-15.7
042 TV FF	331.275	0.0	17.5	335.775	0.0	1.6	4.500	-15.9
043 TV GG	337.262	0.0	16.7	341.762	0.0	1.8	4.500	-14.9
044 TV HH	343.262	0.0	16.5	347.762	0.0	0.8	4.500	-15.7
045 TV II	349.262	0.0	16.9	353.762	0.0	2.2	4.500	-14.8
046 TV JJ	355.262	0.0	16.7	359.762	0.0	2.7	4.500	-14.0
047 TV KK	361.262	0.0	15.3	365.762	0.0	1.9	4.500	-13.4
048 TV LL	367.262	0.0	16.9	371.762	0.0	1.8	4.500	-15.1
049 TV MM	373.262	0.0	17.1	377.762	0.0	1.9	4.500	-15.2
050 TV NN	379.262	0.0	16.7	383.762	0.0	1.3	4.500	-15.4
051 TV OO	385.262	0.0	17.1	389.762	0.0	2.4	4.500	-14.7
052 TV PP	391.262	0.0	16.1	395.762	0.0	1.7	4.500	-14.4
053 TV QQ	397.262	0.0	16.9	401.762	0.0	1.6	4.500	-15.3
054 TV RR	403.250	0.0	16.8	407.750	0.0	2.8	4.500	-14.0
055 TV SS	409.250	0.0	16.6	413.750	0.0	2.4	4.500	-14.2
056 TV TT	415.250	0.0	16.7	419.750	0.0	2.4	4.500	-14.2
057 TV UU	421.250	0.0	16.3	425.750	0.0	1.1	4.500	-15.2
058 TV VV	427.250	0.0	16.9	431.750	0.0	1.8	4.500	-15.1
059 TV WW	433.250	0.0	16.5	437.750	0.0	1.2	4.500	-15.2
060 TV XX	439.250	0.0	17.1	443.750	0.0	2.2	4.500	-15.0
061 TV YY	445.250	0.0	17.1	449.750	0.0	3.3	4.500	-13.8
062 TV ZZ	451.250	0.0	17.1	455.750	0.0	1.9	4.500	-15.2
063 TV 63	457.250	0.0	17.3	461.750	0.0	2.5	4.500	-14.8
064 TV 64	463.250	0.0	17.3	467.750	0.0	2.1	4.500	-15.2
065 TV 65	469.250	0.0	17.9	473.750	0.0	2.8	4.500	-15.1
066 TV 66	475.250	0.0	18.4	479.750	0.0	3.2	4.500	-15.2
067 TV 67	481.250	0.0	17.8	485.750	0.0	2.7	4.500	-15.1
068 TV 68	487.250	0.0	18.2	491.750	0.0	1.9	4.500	-16.3
069 TV 69	493.250	0.0	18.2	497.750	0.0	3.1	4.500	-15.1
070 TV 70	499.250	0.0	18.5	503.750	0.0	3.8	4.500	-14.7
071 TV 71	505.250	0.0	19.4	509.750	0.0	5.2	4.500	-14.2
072 TV 72	511.250	0.0	19.1	515.750	0.0	4.8	4.500	-14.4
073 TV 73	517.250	0.0	18.9	521.750	0.0	4.2	4.500	-14.8
074 TV 74	523.250	0.0	19.6	527.750	0.0	4.9	4.500	-14.7
075 TV 75	529.250	0.0	19.5	533.750	0.0	4.4	4.500	-15.2

AVANTRON TECHNOLOGIES INC.

Network: TIME WARNER

Model AT2000R S/N: 4853-1202

User ID:

Calibration Date : Jan 17, 2003

Site ID: ELO4

COMMENT: CENTER ST.

Mode : Auto Test

DATE: 01.23.08

TIME: 17:20:27

Temp: 69 F

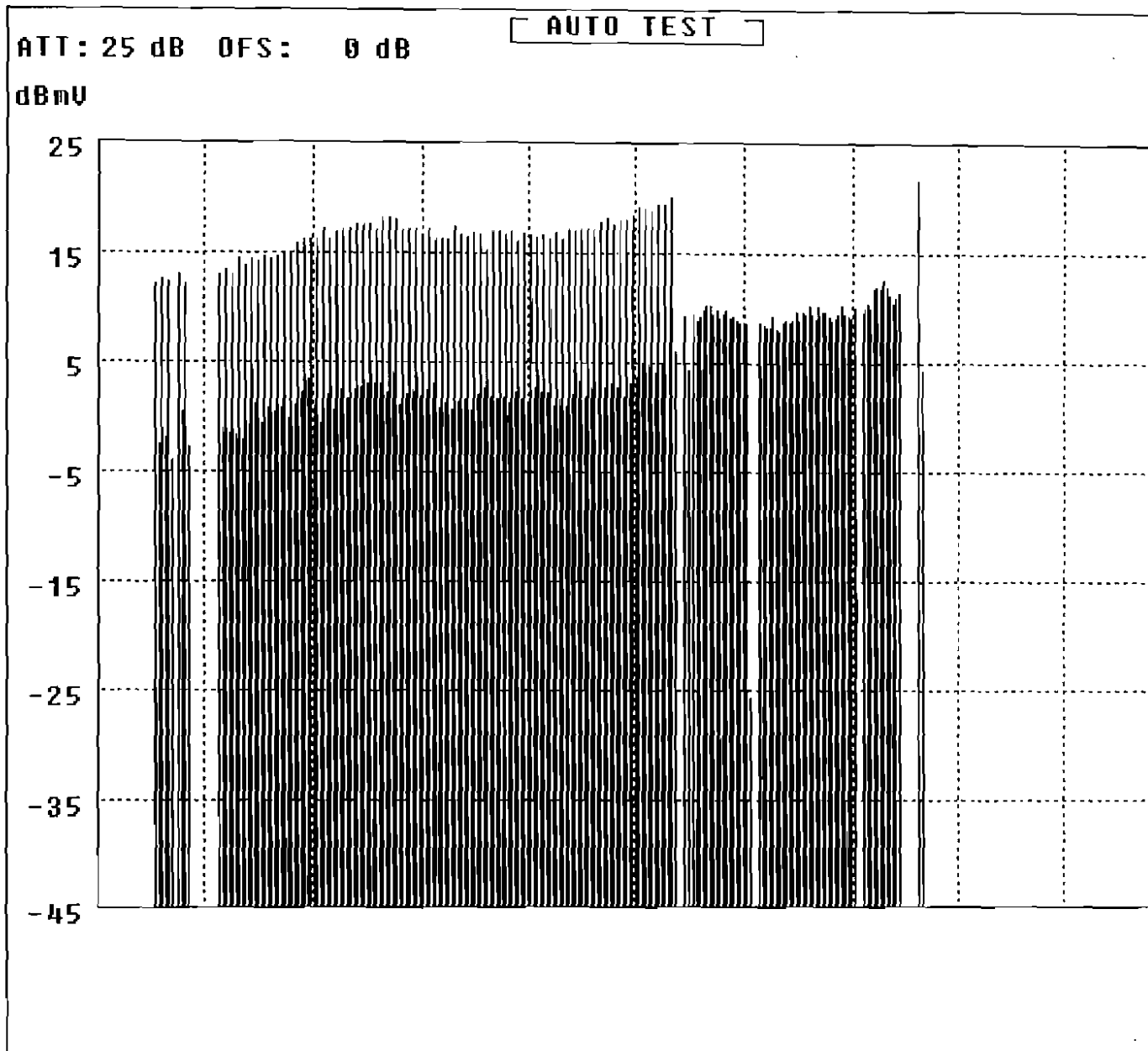
Position		VIDEO			AUDIO			SEPARATION	
Type		Freq.	Error	Level	Freq.	Error	Level	Freq.	Level
Channel		MHz	kHz	dBmV	MHz	kHz	dBmV	MHz	dB
=====									
076 TV 76		535.250	0.0	20.1	539.750	0.0	6.1	4.500	-14.1
078 TV 78		547.250	0.0	9.3	551.750	0.0	4.3	4.500	-5.1
079 TV 79		555.000	0.0	9.6	559.500	0.0	9.0	4.500	-0.5
080 TV 80		561.000	0.0	9.3	565.500	0.0	10.0	4.500	0.8
081 TV 81		567.000	0.0	10.4	571.500	0.0	10.3	4.500	-0.1
082 TV 82		573.000	0.0	9.5	577.500	0.0	10.0	4.500	0.5
083 TV 83		579.000	0.0	9.2	583.500	0.0	9.5	4.500	0.3
084 TV 84		585.000	0.0	10.0	589.500	0.0	9.1	4.500	-0.9
085 TV 85		591.000	0.0	9.3	595.500	0.0	8.9	4.500	-0.4
086 TV 86		597.000	0.0	8.8	601.500	0.0	8.6	4.500	-0.2
087 TV 87		603.000	0.0	8.7	607.500	0.0	-25.6	4.500	-34.2
089 TV 89		615.000	0.0	8.8	619.500	0.0	8.5	4.500	-0.3
090 TV 90		621.000	0.0	8.4	625.500	0.0	8.4	4.500	0.0
091 TV 91		627.000	0.0	9.3	631.500	0.0	8.1	4.500	-1.2
092 TV 92		633.000	0.0	8.0	637.500	0.0	8.7	4.500	0.7
093 TV 93		639.000	0.0	8.9	643.500	0.0	8.8	4.500	-0.1
094 TV 94		645.000	0.0	8.9	649.500	0.0	9.8	4.500	1.0
099 TV A1		115.275	0.0	13.2	119.775	0.0	-1.1	4.500	-14.4
100 TV 100		651.000	0.0	8.9	655.500	0.0	9.7	4.500	0.8
101 TV 101		657.000	0.0	9.6	661.500	0.0	10.3	4.500	0.7
102 TV 102		663.000	0.0	9.6	667.500	0.0	9.1	4.500	-0.5
103 TV 103		669.000	0.0	10.4	673.500	0.0	9.8	4.500	-0.6
104 TV 104		675.000	0.0	9.8	679.500	0.0	9.3	4.500	-0.5
105 TV 105		681.000	0.0	9.0	685.500	0.0	9.1	4.500	0.1
106 TV 106		687.000	0.0	9.6	691.500	0.0	10.4	4.500	0.8
107 TV 107		693.000	0.0	9.5	697.500	0.0	9.3	4.500	-0.1
108 TV 108		699.000	0.0	9.1	703.500	0.0	10.2	4.500	1.0
110 TV 110		711.000	0.0	9.7	715.500	0.0	10.6	4.500	1.0
111 TV 111		717.000	0.0	10.1	721.500	0.0	11.9	4.500	1.8
112 TV 112		723.000	0.0	12.1	727.500	0.0	12.0	4.500	-0.1
113 TV 113		729.000	0.0	12.8	733.500	0.0	12.1	4.500	-0.7
114 TV 114		735.000	0.0	11.3	739.500	0.0	10.6	4.500	-0.6
115 TV 115		741.000	0.0	11.2	745.500	0.0	11.5	4.500	0.3
119 TV 119		763.250	0.0	21.8	767.750	0.0	4.4	4.500	-17.4

AVANTRON TECHNOLOGIES INC.

Network: TIME WARNER
User ID:
Site ID: ELO4
COMMENT: CENTER ST.
Mode : Auto Test

Model AT2000R S/N: 4853-1202
Calibration Date : Jan 17, 2003

DATE: 01.23.08 TIME: 17:20:27 Temp: 69 F



TIME WARNER CABLE PROOF OF PERFORMANCE

file: ampcod.wk4 revised 2-8-99 Earle

Eng./Tech.: T.WEINMAN

Initials:

System Name: Jamestown

Headend: Jamestown

Hub Site: Ellington

Test Location: Center Street

Test Point #: EL04

Test Date: 23-Jan-08

Run Date: 17-Mar-08

Pole #: V 31

Cascade: 6

No. of Active Ch:

76.605 (a) (7) (i) :	Amplitude Characteristic	+/- 2dB .75 to 5 Mhz	(-.5 to +3.75 Mhz ref to carrier)
76.605 (a) (8) (iii):	Carrier to Noise Ratio		not less than 43 dB
76.605 (a) (9) (i) :	Coherent Disturbances	-Cross Modulation	not less than 51 dB
		-Composite Second Order	not less than 51 dB
		-Composite Triple Beat	not less than 51 dB
		-Discrete Frequency	not less than 51 dB
76.605 (a) (11) :	Low Frequency Disturbance	-Hum	not more than 3%

	Amplitude dB	C/N dB	Coherent Disturbances					
			X M dB	CSO dB Mhz		CTB dB	Discrete dB Mhz	
ELATCH	enter	enter	enter	enter	enter	enter	enter	enter
	0.55	47.9		-70.3	@ 61.25	-64.6		@
	0.35	48.3		-69.1	@ 145.30	-64.8		@
	0.65	46.6		-67.3	@ 181.25	-62.5		@
	0.25	48.1		-69.6	@ 235.26	-62.7		@
	0.25	48.2		-68.8	@ 295.26	-62.4		@
	0.8	48		-66.6	@ 349.26	-61.7		@
	0.3	48.1		-65.1	@ 415.25	-61.5		@
	0.2	47.4		-67.1	@ 463.25	-60.9		@
	0.55	48.2		-67.1	@ 529.25	-62.3		@
					@			@

PERCENTAGE OF HUM and/or LOW FREQUENCY MODULATION

Measurement Frequency: 463.25 MHz

Hum Modulation 0.4 %

24 Hour Test Report



Time Warner Cable - Jamestown
120 East 2nd Street
Jamestown, NY
14701
716-664-7315

Vince Moskal - 24 hr Testing

Model: SDA-5000

Serial #: 3320576

Cal Date: 10/24/06

Operator: ?

File: CENTER_ST_ELO4

DOS File: CENTER_ST_ELO4

Date: 02/18/08 Time: 09:31:34

Description:

Location: CENTER_ST_ELO4		AmplID:		Reverse Pad:		
Location Type: FieldTest		Power Cfg:		Forward Pad:		
Area:		Feeder Maker Cfg:		Rev Equalizer:		
Test Pnt Type:		Trunk Term:		Fwd Equalizer:		
Test Pnt Comp:		Voltage Setting:		Temp:		
AC Voltage:		DC Voltage (reg):		DC Voltage (unreg):		
Date:	#1	#2	#3	#4		
Time:	02/18/08	02/18/08	02/18/08	02/19/08		
Temp:	09:31:34	15:31:34	21:31:34	03:31:34		
Channel	26.0 C	6.0 C	1.0 C	0.0 C		
	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)	
2	12.0	12.3	12.6	12.9	0.9	
3	15.2	15.1	15.6	16.0	0.9	
4	12.5	12.5	13.1	13.1	0.6	
5	10.9	11.6	11.8	12.3	1.4	
6	11.9	12.0	12.3	12.7	0.8	
7	14.0	14.5	14.7	15.7	1.7	
8	14.8	14.9	15.1	16.1	1.3	
9	14.7	14.9	15.4	16.2	1.5	
10	14.6	14.6	15.2	16.5	1.9	
11	15.5	15.5	15.9	16.5	1.0	
12	15.6	15.5	16.2	17.1	1.6	
13	16.2	16.0	17.1	17.8	1.8	
14	13.3	13.4	14.2	14.5	1.2	
15	12.6	12.6	12.9	13.8	1.2	
16	13.1	13.9	14.3	14.8	1.7	
17	13.4	13.4	13.7	14.4	1.0	
18	13.8	14.1	14.5	15.2	1.4	
19	13.0	12.9	13.2	14.3	1.4	
20	14.4	13.7	14.8	15.2	1.5	
21	14.4	14.6	14.5	15.2	0.8	
22	14.6	14.2	14.3	15.3	1.1	
23	15.9	15.8	16.7	17.9	2.1	
24	16.5	16.4	17.3	18.0	1.6	
25	15.9	15.9	16.6	17.5	1.6	
26	15.9	16.0	16.8	17.6	1.7	
27	16.5	16.4	17.1	18.0	1.6	
28	16.7	16.6	17.1	17.9	1.3	
29	16.3	16.1	16.9	17.8	1.7	
30	16.3	15.8	16.5	17.7	1.9	
31	16.8	16.4	17.1	18.2	1.8	
32	16.5	16.6	17.5	18.1	1.6	
33	16.9	16.6	17.6	18.2	1.6	
34	15.4	15.4	16.4	17.0	1.6	
35	15.9	15.9	16.3	17.4	1.5	
36	15.7	15.5	16.6	17.4	1.9	
37	14.9	15.2	15.7	16.2	1.3	
38	15.6	15.3	15.6	16.4	1.1	
39	14.9	14.7	15.9	16.8	2.1	
40	14.8	14.3	15.0	15.5	1.2	
41	14.4	14.3	14.9	15.6	1.3	
42	15.8	15.4	16.3	17.1	1.7	
43	14.8	14.7	15.6	16.5	1.8	
44	14.6	14.5	15.1	16.0	1.5	
45	14.7	15.0	15.7	16.3	1.6	
46	14.9	14.6	15.3	16.2	1.6	
47	13.4	12.8	14.1	14.3	1.5	

24 Hour Test Report



Time Warner Cable - Jamestown
120 East 2nd Street
Jamestown, NY
14701
716-664-7315

Vince Moskal - 24 hr Testing

Model: SDA-5000

Operator: ?

Date: 02/18/08 Time: 09:31:34

Description:

Serial #: 3320576

File: CENTER_ST_ELO4

Cal Date: 10/24/06

DOS File: CENTER_ST_ELO4

	#1	#2	#3	#4	
Date:	02/18/08	02/18/08	02/18/08	02/19/08	
Time:	09:31:34	15:31:34	21:31:34	03:31:34	
Temp:	26.0 C	6.0 C	1.0 C	0.0 C	
Channel	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	Video Lvl(dBmV)	24Hr Deviation(dB)
48	14.9	14.7	15.4	16.2	1.5
49	14.9	14.8	15.6	16.5	1.7
50	14.9	14.6	15.8	16.3	1.7
51	15.2	14.7	15.4	16.3	1.6
52	13.4	13.7	14.3	15.5	2.1
53	15.1	14.8	15.6	16.2	1.4
54	14.4	14.5	15.5	16.3	1.9
55	14.5	14.1	15.0	16.3	2.2
56	14.6	14.7	15.2	16.3	1.7
57	14.4	14.4	14.5	15.5	1.1
58	14.5	14.1	15.2	15.9	1.8
59	14.3	14.4	15.2	15.9	1.6
60	15.2	14.6	16.0	16.7	2.1
61	14.9	14.7	15.5	16.2	1.5
62	15.1	14.2	15.4	16.3	2.1
63	15.0	14.7	15.5	16.5	1.8
64	14.9	14.7	15.5	16.1	1.4
65	15.3	14.9	15.9	16.9	2.0
66	16.1	16.1	17.0	17.8	1.7
67	15.1	14.9	15.7	16.5	1.6
68	15.3	14.7	15.9	16.7	2.0
69	15.1	14.7	15.7	16.9	2.2
70	15.6	15.2	16.6	17.1	1.9
71	16.6	16.2	17.5	18.1	1.9
72	16.1	16.0	17.0	18.3	2.3
73	16.5	16.2	17.1	18.1	1.9
74	16.8	16.8	18.4	18.3	1.6
75	16.7	16.6	17.8	18.4	1.8
76	17.0	17.0	18.0	19.4	2.4
99	14.0	14.1	14.3	15.2	1.2
119	19.3	19.2	20.7	21.6	2.4

LIMIT CHECK	Limit	1	2	3	4	
Min Video Carrier Level	0.0 dBmV					Pass
Max Delta Video Level	10.0 dB					Pass
Min Delta V/A	10.0 dB					Pass
Max Delta V/A	17.0 dB	X	X	X	X	Fail
Max Delta Adjacent Chan	3.0 dB	X		X		Fail
Max 24 Hour Deviation	8.0 dB					Pass
Min Digital Level	-7.0 dBmV					Pass
Max Digital Level	8.0 dBmV					Pass
Conclusion:						FAIL

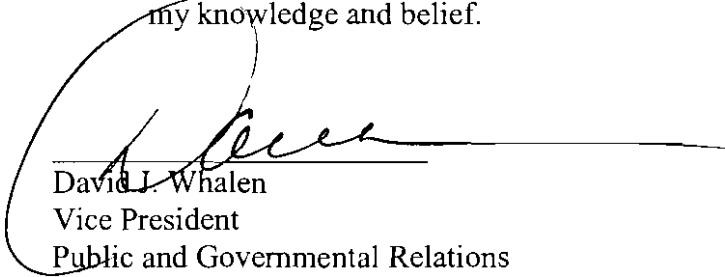
Reviewed: _____ Date: _____

STATE OF NEW YORK }
Village of Cherry Creek }SS.:
County of Chautauqua }

VERIFICATION

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

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



David J. Whalen
Vice President
Public and Governmental Relations
Time Warner Cable
Central New York Division, Binghamton Region

SWORN TO BEFORE ME THIS

17th DAY OF January 2008
Susan M. Eckhardt

NOTARY PUBLIC

SUSAN M. ECKHARDT
Notary Public State of New York
N.Y. #067458
Residing in Broome County
My commission expires 6-4-2010

AFFIDAVIT OF PUBLICATION

State of New York

County of Chautauqua

City of Jamestown

I, Shelly Bacon, being duly sworn, deposes and says that

she is the Principal Clerk for Ogden Newspapers of New York, Inc.

the publisher of The Post-Journal, a daily newspaper published

in the City of Jamestown, Chautauqua County, State of New York,

and that a notice of which the annexed is a printed copy, was

inserted and published in said newspaper on the following

date 5/28, 06.04.08

Signed: _____

Shelly Bacon

Shelly Bacon, Accounting Clerk

Signed before me this 4th Day of June, 2008

Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
Jamestown, Chautauqua County
Commission Expires June 9, 2011

**LEGAL NOTICE
OF PUBLIC HEARING
Time Warner Cable
Franchise Renewal for
Village of Cherry Creek**
PLEASE TAKE NOTICE
that the Village of Cherry
Creek will hold a Public
Hearing on June 14, 2008
at 9:30 am at the Village of
Cherry Creek Hall, 6763
Main St., Cherry Creek,
New York, regarding
renewal of the cable televi-
sion franchise agreement
by and between the Village
of Cherry Creek and Time
Warner Cable.
A copy of the agreement is
available for inspection dur-
ing normal business hours
at the Clerk's office, Cherry
Creek, New York. At such
public hearing, all persons
will be given an opportu-
nity to be heard. Written and
oral statements will be tak-
en at that time. Time limita-
tions may be imposed for
each oral statement, if
necessary.
Dated: May 22, 2008
By order of
The Village Board
Village of Cherry Creek
Mia M. Abbey,
Village Clerk
L-7226 5/28, 6/4/08

Ogden
Creek

AFFIDAVIT OF PUBLICATION

State of New York

County of Chautauqua

City of Jamestown

I, Shelly Bacon, being duly sworn, deposes and says that
she is the Principal Clerk for Ogden Newspapers of New York, Inc.
the publisher of The Post-Journal, a daily newspaper published
in the City of Jamestown, Chautauqua County, State of New York,
and that a notice of which the annexed is a printed copy, was
inserted and published in said newspaper on the following
date: 01/21/2008 01/28/2008

Signed: _____

Shelly Bacon

Shelly Bacon, Accounting Clerk

Signed before me this 28th Day of January, 2008

Notary Public

Shelly Bacon

**LEGAL NOTICE
FOR APPLICATION OF
FRANCHISE RENEWAL**
PLEASE TAKE NOTICE that
the Time Warner Entertainment/
Advance Newhouse Partnership, d/b/a Time
Warner Cable has filed an application for renewal of its
Cable Television Franchise in the Village of Cherry Creek,
Chautauqua County, New York.
The application and all comments filed relative thereto
are available for public inspection at the Village of
Cherry Creek's office during normal business hours. Interested persons may file
comments on the application with the Village of Cherry
Creek Clerk, 6845 Main Street, Cherry Creek, New
York.
J-6566 1/21, 1/28/2008

SHIRLEY A. JONES
Notary Public, State of New York
My Commission Expires 12/31/2011
Chautauqua County, New York