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VIA OVERNIGHT MAIL

May 10, 2007

Ms. Jaclyn Brilling
Secretary
Public Service Commission
Empire State Plaza
Agency Building Three
Albany, NY 12223

Dear Ms. Brilling:

Previously we had sent to your attention an FCC Form 394 for the Town of Waverly. The attachment to Exhibit 1, the purchase agreement entered into between Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N") and D.W.S. Construction Company, Inc. ("DWS") (the "Transaction"), was inadvertently omitted. Enclosed please find a complete FCC Form 394 with exhibits as well as the requisite copies.

As previously mentioned, Time Warner Cable has earned the reputation as one of the nation's most stable, respected and technologically advanced cable operators, operating systems serving approximately 13.4 million Basic Service customers in 33 states, including approximately 2,798,762 subscribers in New York State. With nearly all of its systems upgraded to at least 750 MHz capacity, Time Warner Cable has been at the forefront in deploying innovative, advanced services such as digital cable, cable modem service, video-on-demand, digital video recorders, and Digital phone.

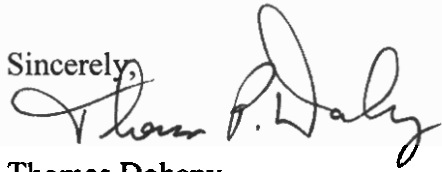
We believe that customers now served by DWS will benefit significantly from Time Warner Cable's experience in operating cable systems as well as our commitment to customer service.

It is not clear that the Transaction requires your approval. If you believe that approval is required, we would appreciate the consideration and prompt action.

The Town of Waverly has recently granted approval of the transfer to TWE-A/N. We will forward a copy of the resolution upon receipt.

Time Warner Cable looks forward to continuing its long and mutually beneficial relationship with our communities in New York State.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas P. Doherty". The signature is fluid and cursive, with the first name "Thomas" being more prominent.

Thomas Doherty

Enclosures

cc: Chad Hume

\$17.20

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR TIME WARNER CABLE	2. PROJECT NAME ST. REGIS FALLS CABLE SYSTEM
3. PROJECT LOCATION: Municipality TOWN OF WAVERLY County FRANKLIN	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) ST. REGIS FALLS, NEW YORK	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: PURCHASE AND UPGRADE OF DWS CONSTRUCTION CABLE SYSTEM	
7. AMOUNT OF LAND AFFECTED: Initially N/A acres Ultimately N/A acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: TOWN OF WAVERLY and NEW YORK STATE PUBLIC SERVICE COMMISSION	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: TOWN OF WAVERLY and NEW YORK STATE PUBLIC SERVICE COMMISSION	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: TIME WARNER CABLE Date: 5/14/2007 Signature: <i>[Signature]</i>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.

☐ Yes ☒ No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.5? If No, a negative declaration may be superseded by another involved agency.

☐ Yes ☒ No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?

☐ Yes ☒ No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

☐ Yes ☒ No If Yes, explain briefly:**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

☐ Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

☒ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

NEW YORK STATE PUBLIC SERVICE COMMISSION

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency.

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)

RESOLUTION NO. 41

WHEREAS, the Town of Waverly, New York ("Franchising Authority") has granted a cable television franchise ("Franchise") to D.W.S. Construction Company, Inc., ("DWS")(the "Franchisee"); and

WHEREAS, DWS and Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N") have entered into an agreement whereby the cable system serving your community operated by DWS will be acquired by TWE-A/N (the "Transaction"); and

WHEREAS, upon closing of the Transaction, TWE-A/N expressly agrees to assume the obligations under the Franchise; and

WHEREAS, DWS and TWE-A/N have filed an FCC Form 394 providing details regarding the Transaction and establishing the qualifications of TWE-A/N; and

WHEREAS, the Franchising Authority wishes to grant its approval for the Transaction as described above.

NOW, THEREFORE, BE IT RESOLVED BY FRANCHISING AUTHORITY:

Section 1. The Franchising Authority hereby approves the Transaction.

Section 2. Upon the closing of the Transaction, TWE-A/N shall assume the obligations under the Franchise.

Section 3. This Resolution shall become effective immediately upon passage by the Franchising Authority.

PASSED, ADOPTED AND APPROVED this 7 day of Apr May, 2007.

By: Deborah Fries ATTEST:
Town Clerk

Brent Poquette - Aye
Howard Goodrow - Aye
Michael Bailey - Aye
Bonnie Drew - Abstain

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE April 27, 2007	1. Community Unit Identification Number
------------------------	---

2. Application for: ☒ Assignment of Franchise ☐ Transfer of Control

3. Franchising Authority: New York State Public Service Commission	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Town of Waverly, New York	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	No longer applicable.
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as practicable.

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) D.W.S Construction Company, Inc.			
Assumed name used for doing business (if any) DWS Cablevision			
Mailing street address or P.O. Box 39 Lake Street			
City Tupper Lake	State NY	ZIP Code 12986	Telephone No. (include area code) (518) 359-2955

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.
N/A

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Time Warner Entertainment-Advance/Newhouse Partnership			
Assumed name used for doing business (if any)			
Time Warner Cable			
Mailing street address or P.O. Box			
290 Harbor Drive			
City	State	ZIP Code	Telephone No. (include area code)
Stamford	CT	06902	(203)328-0600

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
John Fogarty			
Firm or company name (if any)			
Time Warner Cable			
Mailing street address or P.O. Box			
290 Harbor Drive			
City	State	ZIP Code	Telephone No. (include area code)
Stamford	CT	06902	(203)328-0600

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address		
Transferee is not proposing to change the location of the systems records.		
City	State	ZIP Code

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction of incorporation:</td> <td rowspan="3" style="width: 50%; vertical-align: top;">d. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of incorporation:</td> </tr> <tr> <td>c. For profit or not-for-profit:</td> </tr> </table>	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:	b. Date of incorporation:	c. For profit or not-for-profit:
a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:				
b. Date of incorporation:					
c. For profit or not-for-profit:					
<input type="checkbox"/> Limited Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction in which formed:</td> <td rowspan="2" style="width: 50%; vertical-align: top;">c. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of formation:</td> </tr> </table>	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:	b. Date of formation:	
a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:				
b. Date of formation:					
<input checked="" type="checkbox"/> General Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction whose laws govern formation: New York</td> <td style="width: 50%;">b. Date of formation: 9/9/1994</td> </tr> </table>	a. Jurisdiction whose laws govern formation: New York	b. Date of formation: 9/9/1994		
a. Jurisdiction whose laws govern formation: New York	b. Date of formation: 9/9/1994				
<input type="checkbox"/> Individual					
<input type="checkbox"/> Other. Describe in an Exhibit	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Exhibit No. N/A</td> </tr> </table>	Exhibit No. N/A			
Exhibit No. N/A					

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a)	TWE-A/N Holdco, L.P.	Time Warner NY Cable LLC	Advance/Newhouse Partnership
(b)	Delaware	Delaware	New York
(c)	Managing Partner	General Partner	General Partner
(d)	64.75%	1.92%	33.33%
(e)	97.12	2.88	0
(f)	97.12%	2.88%	0%

While Advance/Newhouse Partnership legally owns 33.3% of TWE-A/N, it has no role in the management or operations of the systems owned directly by TWE-A/N (which will include the system which is the subject of this application). Advance/Newhouse Partnership's interest tracks only the economic performance of the systems held by a TWE-A/N subsidiary, while Time Warner Entertainment Company, L.P. holds all economic interests and associated liabilities in the cable systems held directly by TWE-A/N.

Supplemental Information – FCC Form 394 – Section II, Item 2

Address for all directors and officers

290 Harbor Drive
Stamford, CT 06902

No directors or officers hold an equity interest of more than 5% in Transferee.

TWE-A/N Holdco, L.P. (Managing Partner of TWE-A/N)

Glenn A. Britt	President & Chief Executive Officer
Landel C. Hobbs	Chief Operating Officer
Robert D. Marcus	Senior Executive Vice President
Marc Lawrence-Apfelbaum	Executive Vice President, General Counsel & Secretary
John K. Martin	Executive Vice President, Chief Financial Officer & Treasurer
Gerald D. Campbell	Executive Vice President, Phone Operations
William R. Goetz, Jr.	Executive Vice President
Carol Hevey	Executive Vice President
Sam Howe	Executive Vice President & Chief Marketing Officer
Roger B. Keating	Executive Vice President
Wayne D. Knighton	Executive Vice President
Michael L. Lajoie	Executive Vice President & Chief Technology Officer
Terrence D. O'Connell	Executive Vice President
David E. O'Hayre	Executive Vice President, Investments
Barry S. Rosenblum	Executive Vice President
Carl U. J. Rossetti	Executive Vice President, Corporate Development
Peter C. Stern	Executive Vice President, Product Management
Lynn M. Yaeger	Executive Vice President, Corporate Affairs
Satish Adige	Senior Vice President, Investments
Robert G. Benya	Senior Vice President, Interactive Video
Bonnie Blecha	Senior Vice President, Business Affairs
Frank Boncimino	Senior Vice President & Chief Information Officer
John Callahan	Senior Vice President, Software Engineering & Development
David A. Christman	Senior Vice President, Deputy General Counsel, Chief Counsel, Corporate and Assistant Secretary
Lynne Costantini	Senior Vice President & Chief Business Affairs Officer
Kristine Dankenbrink	Senior Vice President, Tax
Michael Diamond	Senior Vice President, Marketing
Ken Fitzpatrick	Senior Vice President, Business & Commercial Solutions
Joan Gillman	Senior Vice President & President, Time Warner Cable Media Sales
Mark Harrad	Senior Vice President, Public Relations
Michael T. Hayashi	Senior Vice President, Core & Advanced Engineering
James Jeffcoat	Senior Vice President, Corporate Services
Annaliese Kambour	Senior Vice President
Brenda C. Karickhoff	Senior Vice President & Assistant Secretary
Thomas Kinney	Senior Vice President, Customer Care
Kevin J. Leddy	Senior Vice President, Strategy & Development
James Ludington	Senior Vice President, Development & Integration, Advance Technology
Tomas Mathews	Senior Vice President, Human Resources
Arthur Minson	Senior Vice President, Finance
Raymond G. Murphy	Senior Vice President & Assistant Treasurer
Eric Petro	Senior Vice President, Finance
Richard M. Petty	Senior Vice President & Controller
Thomas Robey	Senior Vice President, Investor Relations
Mark Wainger	Senior Vice President
Melinda Witmer	Senior Vice President, Programming
Jeffrey M. Zimmerman	Senior Vice President, Deputy General Counsel and Chief Counsel, Litigation
John Carter III	Vice President
Charles M. Fish	Vice President
Erin Hennessy	Vice President & Assistant Secretary
Douglas S. Phillips	Vice President
Edward B. Ruggiero	Vice President & Assistant Treasurer
James M. Solomon	Vice President
Edward J. Weiss	Vice President
Janice Cannon	Assistant Secretary
Raj Kumar	Assistant Secretary
Riina Tohvert	Assistant Secretary
Susan A. Waxenberg	Assistant Secretary
Ellen Alderdice	Assistant Treasurer
Meredith Garwood	Assistant Treasurer
Eric Schott	Assistant Treasurer
Matthew Siegel	Assistant Treasurer

Time Warner NY Cable LLC

Glenn A. Britt
Landel C. Hobbs
Robert D. Marcus
Marc Lawrence-Apfelbaum
John K. Martin

Gerald D. Campbell
William R. Goetz, Jr.
Carol Hevey
Roger B. Keating
Wayne D. Knighton
Terence D. O'Connell
David E. O'Hayre
Barry S. Rosenblum
Satish Adige
David A. Christman
Kristine Dankenbrink
James Jeffcoat
Richard M. Petty
Jeffrey Zimmerman
John Fogarty
Lisa Lipschitz
Gary Matz
Raymond G. Murphy
William Osbourn
Edward Ruggiero
Janice Cannon
Riina Tohvert
Susan A. Waxenberg
Ellen Alderdice
Meredith Garwood

President
Chief Operating Officer
Senior Executive Vice President
Executive Vice President & Secretary
Executive Vice President & Treasurer

Executive Vice President, Phone Operations
Executive Vice President
Executive Vice President
Executive Vice President
Executive Vice President
Executive Vice President
Executive Vice President, Investments
Executive Vice President
Senior Vice President, Investments
Senior Vice President & Assistant Secretary
Senior Vice President, Tax
Senior Vice President, Corporate Services
Senior Vice President & Controller
Senior Vice President
Vice President
Vice President, Operations Accounting
Vice President
Vice President & Assistant Treasurer
Vice President, Technical Accounting
Vice President & Assistant Treasurer
Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Treasurer
Assistant Treasurer

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☒ Yes ☐ No

If the answer is No, explain in an Exhibit.

Exhibit No.
3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☒ Yes ☐ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
4

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
5

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No. N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☒ Yes ☐ No

If No, attach as an Exhibit a full explanation.

Exhibit No.
6

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
7

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
8

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>Raymond J. Martin</i>
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 4/26/07
	Print full name J. Raymond J. Martin
Check appropriate classification:	
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner
<input checked="" type="checkbox"/> Corporate Officer (Indicate Title) CPA / TREASURER	<input type="checkbox"/> Other. Explain:

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>David A. Christman</i>
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 4/26/07
	Print full name David A. Christman
Check appropriate classification:	
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner
<input type="checkbox"/> Corporate Officer (Indicate Title)	<input checked="" type="checkbox"/> Other. Explain:
Senior Vice President, Deputy General Counsel, Corporate and Assistant Secretary of TWE-A/N Holdco, L.P., Managing Partner TWE-A/N	

EXHIBIT 1

**Attached is Bill of Sale, Assignment and Assumption between Time Warner
Entertainment-Advance/Newhouse Partnership and D.W.S. Construction Company, Inc.**

EXECUTION COPY

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION ("Bill of Sale") is entered into as of February 28, 2007, by and between Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership ("Buyer"), whose U.S. Taxpayer Identification Number is 13-3790433, and D.W.S. Construction Company, Inc., a New York corporation, ("Seller"), whose U.S. Taxpayer Identification Number is 14-1664827.

RECITALS

Seller owns and operates a cable television system that provides service to residents in the Town of Waverly, New York (the "System"). Seller has agreed to sell and Buyer has agreed to purchase certain of the tangible and intangible assets comprising the System on the terms stated in this Bill of Sale.

AGREEMENTS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Conveyance of Assets.

1.1 Seller's Conveyance. Subject to the terms and conditions set forth in this Bill of Sale, effective as of Closing (as defined below), Seller hereby transfers to Buyer, free and clear of all liens and encumbrances (except liens for *ad valorem* taxes not due and payable), the following assets and properties, real and personal, tangible and intangible, used by Seller in its operation of the System (the "Assets"):

1.1.1 All tangible personal property owned by Seller and used in connection with the operation of the System and the provision of video services to subscribers of the System (the "Tangible Personal Property").

1.1.2 All subscriber accounts receivable arising out of services rendered to subscribers of the System by Seller prior to 12:01 A.M., eastern time, on the date of Closing (the "Adjustment Time"), as reflected on the billing records of Seller (the "Accounts Receivable").

1.1.3 The franchise agreement with the Town of Waverly dated April 21, 1992, as amended to date (the "Franchise").

1.1.4 Any service agreements, easement agreements or other contractual rights of Seller relating to the operation of the System, as described on Schedule 1.1.4 (the "Contracts").

1.1.5 All private easements, private rights to access, private rights-of-way and other real property interests that are owned or leased by Seller and used in the operation of the System (the "Real Property").

1.1.6 All of Seller's technical information and data, customer lists and files, books and records relating to the operation of the System, design and as built maps of the System, plans, diagrams, blueprints and schematics relating to the System, and machinery and equipment warranties.

1.1.7 The goodwill and going concern value generated by Seller with respect to the System, if any.

1.2 Excluded Assets. Notwithstanding the foregoing, the Assets shall not include the following, which shall be retained by Seller (the "Excluded Assets"):

(a) programming and retransmission consent contracts; (b) insurance policies and rights and claims thereunder; (c) bonds, letters of credit, surety instruments, and other similar items; (d) cash and cash equivalents; (e) Seller's trademarks, trade names, service marks, service names, logos, and similar proprietary rights; (f) the headend equipment and satellite dishes described on Schedule 1.2.

1.3 Further Assurances. From time to time and at Buyer's request, but without further consideration, Seller shall, at its sole expense, do, execute, acknowledge and deliver or shall cause to be done, executed, acknowledged and delivered such further acts, transfers, conveyances, assignments, powers of attorney and assurances as may be reasonably requested by Buyer to assure, convey, transfer, confirm and vest to and in Buyer all of the Assets and to aid and assist Buyer in collecting and reducing the same to possession, free and clear of liens and encumbrances.

2. Assumption of Liabilities. Effective immediately after the Adjustment Time, Buyer shall assume, pay, discharge, and perform all obligations and liabilities arising out of Buyer's ownership of the Assets or operation of the System from and after the Closing (the "Assumed Obligations and Liabilities"). All obligations and liabilities arising out of or relating to the Assets or the operation of the System other than the Assumed Obligations and Liabilities shall remain and be the obligations and liabilities solely of Seller.

3. Closing. Both parties shall use their commercially reasonable efforts to consummate this transaction (the "Closing") as soon as possible upon satisfaction of the conditions to closing set forth in Section 11 of this Bill of Sale or waiver of any such conditions by the party entitled to waive such conditions (the day on which the Closing actually occurs, the "Closing Date"). If the Closing is not consummated by [July 31, 2007], either party may terminate this Bill of Sale upon notice to the other party.

4. Purchase Price. At Closing, Buyer shall pay to Seller \$35,000, as adjusted pursuant to Sections 5 and 6 below (the "Purchase Price"), as consideration for the Assets. The Purchase Price shall be payable as follows:

4.1 Closing Date Payment. The sum of \$31,500, as adjusted pursuant to Sections 5 and 6 (the "Closing Date Payment"), shall be paid by Buyer to Seller on the Closing Date by wire transfer of immediately available funds to the account designated by Seller to Buyer in writing at least three business days prior to the Closing Date.

4.2 Holdback. Buyer shall hold back \$3500 of the Purchase Price (the "Holdback Amount"), which together with interest earned thereon, shall be held by Buyer solely as security for any claims that may be made by Buyer against Seller pursuant to Section 13 of this Agreement (collectively, "Claims"). Buyer shall pay to Seller the balance of the Holdback Amount, together with accrued interest, less any amount required to cover pending Claims (including payment of any taxes owed by Seller the nonpayment of which could result in a Lien against the Assets or in the personal liability of Buyer), 120 days after the Closing Date. Seller shall receive interest on the Holdback Amount from and after the Closing Date, less any amount applied by Buyer to cover Claims, at the rate per annum publicly announced from time to time by the Bank of New York as its prime rate.

4.3 Payment for Seasonal Subscribers. In the event that any of the seasonal subscribers listed on Schedule 4.3 hereto (the "Seasonal Subscribers") have, on or prior to June 1, 2007, reactivated their account with Seller and commenced receiving multi-channel video services from Seller at Seller's standard and customary rates, Buyer shall pay to Seller an additional amount equal to \$250 multiplied by the number of Seasonal Subscribers who have so reactivated their accounts. Such payment shall be due and payable on the later of (i) July 1, 2007; or (ii) the Closing Date.

5. Current Items Amount. Buyer or Seller, as appropriate, shall pay to the other (by increasing or decreasing the funds paid as the Purchase Price) the net amount of the adjustments and prorations effected pursuant to this Section 5 (the "Current Items Amount").

5.1 Eligible Accounts Receivable. Seller shall be entitled to an amount equal to the sum of (i) 95% of the face amount of all Eligible Accounts Receivable that are current or 30 days or less past due as of the Adjustment Time, plus (ii) 80% of the face amount of all Eligible Accounts Receivable that are between 31 days and 60 days past due as of the Adjustment Time. "Eligible Accounts Receivable" shall mean Accounts Receivable resulting from the provision of cable television service by the System to active subscribers (as of the Adjustment Time) that relate to periods of time prior to the Adjustment Time. For purposes of making "past due" calculations under this paragraph, an Eligible Account Receivable shall be deemed "past due" when the payment due under an original monthly billing statement of Seller has not been received by the applicable System within 30 days following the first day of the period to which such original monthly billing statement relates.

5.2 Advance Payments and Deposits. Buyer shall be entitled to an amount equal to the aggregate of (i) all deposits of subscribers of the System for converters, decoders, and similar items, and (ii) all payments made to Seller for (A) services to be rendered by Buyer to subscribers of the System after the Adjustment Time or (B) services to be rendered by Buyer to other third parties after the Adjustment Time for services or rentals, to the extent that the obligations of Seller relating thereto are assumed by Buyer at Closing.

5.3 Expenses. As of the Adjustment Time, the following expenses shall be prorated, in accordance with generally accepted accounting principles consistently applied in the United States, so that all expenses for periods prior to the Adjustment Time shall be for the account of Seller, and all expenses for periods after the Adjustment Time shall be for the account of Buyer:

- (a) all payments and charges under the Contracts and the Franchises (including but not limited to Franchise fees);
- (b) general property taxes, special assessments, and *ad valorem* taxes levied or assessed against any of the Assets;
- (c) sales and use taxes, if any, payable with respect to cable television service and related sales to subscribers of the System;
- (d) pole fees, charges for utilities and charges for other goods or services furnished to the System;
- (e) copyright expenses; and
- (f) all other items of expense relating to the System;

provided, however, that Seller and Buyer shall not prorate any items of expense payable under or relating to any Excluded Assets, all of which shall remain and be solely for the account of Seller.

5.4 Current Items Amounts Calculated. The Current Items Amount shall be estimated in good faith by Seller, and set forth, together with a detailed statement of the calculation thereof, in a certificate (the "Initial Adjustment Certificate") executed by an officer of Seller and delivered to Buyer, together with such documentation as is reasonably necessary or required by Buyer to support the amount of the Current Items Amount, not later than five business days prior to Closing. The Initial Adjustment Certificate, unless objected to by Buyer, shall constitute the basis on which the Current Items Amount is calculated for purposes of Closing. At Closing, the party against whose favor the estimated Current Items Amount is so determined shall pay to the other the estimated Current Items Amount by way of adjustment to the Purchase Price. Buyer and Seller shall use good faith efforts to determine the actual Current Items Amount and subscriber adjustment amount (determined pursuant to Section 6 below), if any, within 60 days after Closing.

6. Subscriber Adjustment. If the aggregate number of Equivalent Basic Subscribers (as defined below) served by the System as of Closing shall be less than 70 then the Purchase Price shall be reduced by an amount equal to the product of (i) the excess of 70 over the actual number of Equivalent Basic Subscribers served by the System as of Closing and (ii) \$500. If the aggregate number of Equivalent Basic Subscribers (as defined below) served by the System as of Closing shall be greater than 70 then the Purchase Price shall be increased by an amount equal to the product of (i) the excess of the actual number of Equivalent Basic Subscribers served by the System as of Closing over 70 and (ii) \$500, up to a maximum of 10

additional Equivalent Basic Subscribers, with no further increase in the Purchase Price if the aggregate number of Equivalent Basic Subscribers as of Closing is greater than 80.

“Equivalent Basic Subscriber” means the sum of (a) the number of accounts billed by individual unit for basic television service, but excluding (1) “second connects” or “additional outlets,” as such terms are commonly understood in the cable television industry; (2) accounts that are not charged or are charged less than the standard monthly residential service fee then in effect for the System; (3) accounts that have not received, and paid in full for, at least one full month of service at standard rates; (4) accounts that are more than 60 days’ delinquent in the payment of any amount due to Seller; (5) accounts that have a disconnect pending for any reason; and (6) accounts that were solicited during the 60-day period preceding Closing by promotions and offers of discounts that are not consistent with Seller’s past practices; and (b) the number obtained by dividing (I) the aggregate billings derived by the System for all tiers of basic television service provided by the System (excluding any charges for premium services, pay-per-view programming, internet services, Franchise fees, taxes, second connects, additional outlets, installation fees, deposits and other non-recurring items and any charges for the rental of converters, remote control devices and other like charges for equipment) for the last 30 days preceding the date of such determination from commercial and bulk accounts, by (II) the System’s standard monthly rate for all tiers of basic television service. In no event shall any Seasonal Subscriber (as defined above) be included in the calculation of Equivalent Basic Subscribers.

7. Seller’s Representations and Warranties. Seller represents and warrants to Buyer as follows:

7.1 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of New York, and has all requisite power and authority to own the Assets and to conduct its activities in connection with the System as such activities are currently conducted. Seller is duly qualified to do business and is in good standing in the State of New York.

7.2 Authority. Seller has all requisite power and authority to execute, deliver and perform this Bill of Sale and consummate the transactions contemplated hereby. The execution, delivery, and performance of this Bill of Sale and the consummation of the transactions contemplated hereby by Seller have been duly and validly authorized by all necessary action on the part of Seller. This Bill of Sale has been duly and validly executed and delivered by Seller and is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

7.3 No Conflict; Required Consents. Except as set forth on Schedule 7.3, the execution, delivery and performance by Seller of this Bill of Sale do not and will not: (i) conflict with or violate any provision of the articles of incorporation or bylaws of Seller; (ii) violate any provision of any legal requirement applicable to Seller; (iii) conflict with, violate, result in a breach of, constitute a default under or accelerate or permit the acceleration of the performance required by, any agreement or contract to which Seller is a party or by which Seller or the assets or properties owned or leased by it are bound or affected; or (iv) require any consent, approval or authorization of, waiver of any right of first refusal of or filing of any

certificate, notice, application, report or other document with, any governmental authority or other third party (the "Required Consents").

7.4 Franchise, Licenses and Contracts. Schedule 7.4 contains a description of the Franchise and Contracts and any licenses held by Seller and relating to the operation of the System (the "Licenses"), except for: (i) subscription agreements with individual residential subscribers for the cable services provided by the System in the ordinary course of business that may be canceled by the System without penalty on not more than 30 days' notice; and (ii) miscellaneous service contracts terminable at will without penalty. Seller has delivered to Buyer true and complete copies of each of the Franchise, Licenses, and written Contracts, including any amendments thereto, other than Contracts described in clauses (i) and (ii) above and other than bank financing documents. Except as described on Schedule 7.4: (a) each of the Franchise, Licenses, and Contracts is valid, in full force and effect, and enforceable in all material respects in accordance with its terms against the parties thereto, and Seller has fulfilled when due, or have taken all action necessary to enable them to fulfill when due, all of their material obligations thereunder; (b) there has not occurred any default (without regard to lapse of time, the giving of notice, the election of any person or entity other than Seller, or any combination thereof) by Seller nor, to the knowledge of Seller, has there occurred any default (without regard to lapse of time, the giving of notice, the election of Seller, or any combination thereof) by any person or entity other than Seller under any of the Franchise, Licenses, or Contracts; and (c) Seller nor, to the knowledge of Seller, any other person or entity is in arrears in the performance or satisfaction of its obligations under any of the Franchise, Licenses, or Contracts, and no waiver or indulgence has been granted by any of the parties thereto.

7.5 Litigation. There is no outstanding judgment or order against Seller requiring Seller to take any action of any kind with respect to the Assets or the operation of the System, and there is no litigation pending or, to Seller's knowledge, threatened, against Seller that individually or in the aggregate might result in any materially adverse change in the financial condition or operation of the System or materially adversely affect the Assets or the ability of Seller to perform its obligations under this Bill of Sale.

7.6 Title to the Assets; Sufficiency. Seller has good and marketable title to all of the Assets and owns all of the Assets free and clear of all liens and encumbrances, other than liens for *ad valorem* taxes not yet due and payable and other than the liens set forth on Schedule 7.6 (the "Liens"), which Liens will be released concurrent with or prior to the Closing. The Assets, together with the Excluded Assets, constitute all property and rights, real and personal, tangible and intangible, necessary, required or used, to operate the System as currently operated and to conduct the business of the System as currently conducted and in compliance with all Legal Requirements.

7.7 Information Regarding the System. Schedule 7.7 sets forth a materially true and accurate description of the following information:

7.7.1 the approximate number of miles of activated aerial and underground plant included in the Assets;

7.7.2 the approximate number of passings of the System;

7.7.3 a description of the Basic Service and other services available from the System, the rates charged by Seller for each, together with the number of subscribers receiving each of the services, the number of Basic Subscribers served by the System, and any other charges by Seller for services to subscribers;

7.7.4 the name and address of any customer receiving free and/or discounted services from the System and a description of the services provided to each such customer;

7.7.5 the channel and megahertz capacity of the System, the stations and signals carried by the System, the channel position of each such signal and station, and all frequencies utilized by the System; and

7.7.6 with respect to each local broadcast signal carried by the System, a designation of whether such signal is carried pursuant to a must carry election or a written retransmission consent agreement.

A "passing" for purposes of this Section 7.7 shall mean a habitable dwelling or other residential unit that can be serviced by using no more than 200 feet of drop cable by the System.

7.8 Real Property. Schedule 7.8 contains complete and accurate descriptions of all the Real Property and Seller's interest therein used in connection with the operation of the System. The Real Property comprises all real property interests necessary to conduct the business and operations of the System as now conducted. To Seller's knowledge, there is no easement or other real property interest, other than the Real Property, that is required, or that has been asserted by a governmental authority or other person to be required, to conduct the business or operations of the System. Seller has delivered to Buyer true and complete copies of all deeds, leases, easements, rights-of-way or other instruments pertaining to the Real Property (including any and all amendments and other modifications of such instruments).

7.9 Non-Infringement. The operation of the System, as currently conducted, does not infringe upon, or otherwise violate, the rights of any person or entity in any copyright, trade name, trademark right, service mark, service name, patent, patent right, license, trade secret or franchise, and there is not pending or, to Seller's knowledge, threatened any action with respect to any such infringement or breach.

7.10 Tradenames. Seller uses no tradenames or other designations in the conduct of its business.

7.11 Books and Records. All of the books, records, and accounts of the System are in all material respects true and complete, are maintained in accordance with good business practice and all applicable Legal Requirements, and accurately present and reflect in all material respects all of the transactions therein described.

7.12 Accounts Receivable. Seller is the true and lawful owner of the Accounts Receivable and has good and clear title to each account, free and clear of all liens, with the absolute right to transfer any interest therein. Each such account is (i) a valid obligation of the account debtor enforceable in accordance with its terms, and (ii) in all material respects, a true and correct statement of the account for merchandise actually sold and delivered to, or for actual services performed for and accepted by, such account debtor.

7.13 Accuracy of Schedules. All Schedules to this Agreement relating to Seller's representations and warranties are accurate and complete in all material respects as of the date of this Agreement.

7.14 Bonds. Except as set forth in Schedule 7.14, there are no franchise, construction, fidelity, performance or other bonds, or letters of credit, posted or required to be posted by Seller in connection with the System or the Assets.

7.15 No Rights of First Refusal. There is not outstanding any right of first refusal, option or other similar right granting any person or entity the right or option to purchase, lease or obtain any other ownership interest in any of the Assets or the System.

7.16 Finders and Brokers. Seller has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement.

7.17 No Misrepresentation. No representation or warranty by Seller in this Agreement, nor any statement or certificate furnished to Buyer by Seller pursuant hereto or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein not misleading.

8. **Transfer Taxes.** All sales, use, transfer, and similar taxes, fees, and assessments arising from or payable in connection with the transfer of the Assets or by reason of the transactions contemplated by this Bill of Sale shall be the responsibility of Seller. If Buyer shall pay any such sales, use or transfer taxes, Seller shall promptly reimburse Buyer for the amount paid.

9. **Subscriber Billing Information.** No later than two business days prior to Closing, Seller shall provide to Buyer the names, addresses and Accounts Receivable information of all then-current subscribers of the System, together with a description of the services received by each subscriber on such date (the "Subscriber Billing Information").

10. **Access to System; Operation in Ordinary Courses.** Between the date hereof and Closing, Seller shall give to Buyer and its representatives reasonable access to the System and all of the Assets during normal business hours and upon reasonable prior notice to Seller, provided that Buyer shall not interfere with Seller's operation of the System or its relations with subscribers. No such investigation will affect or limit the scope of any of the representations and warranties set forth herein. On and after the date hereof, Seller shall operate

the System only in the usual, regular and ordinary course of business and in accordance with applicable legal requirements and perform all of its obligations under the Franchise, Licenses and Contracts without material breach or default, and shall not engage in any marketing or promotional activities except in the ordinary course of business consistent with past practice.

11. Conditions to Closing.

11.1 The obligation of Buyer to consummate the transactions contemplated by this Bill of Sale shall be subject to the satisfaction or waiver by Buyer of the following conditions:

11.1.1 The representations and warranties of Seller in this Bill of Sale shall be true and accurate in all material respects (without regard to any "materiality" or "material adverse effect" qualifications set forth therein) at and as of Closing with the same effect as if made at and as of Closing.

11.1.2 Seller shall have performed in all material respects all obligations and agreements and complied with all covenants in this Bill of Sale to be performed and complied with by it at or before Closing.

11.1.3 Buyer shall have received from Seller the Subscriber Billing Information described in Section 9, current as of two business days prior to the Closing Date.

11.1.4 No material adverse change in the condition of the Assets or the financial condition of the System shall have occurred between the date of this Bill of Sale and the Closing Date.

11.1.5 Buyer shall have received evidence that all Required Consents have been obtained.

11.1.6 Buyer shall have entered into a new franchise agreement with the Town of Waverly in a form satisfactory to Buyer.

11.1.7 Buyer shall have received evidence that all Liens have been, or concurrently with the Closing will be, terminated.

11.1.8 Buyer shall have a valid retransmission consent agreement with each local broadcaster whose signal is carried on the System and that has not made a must carry election.

11.1.9 Upon written notice from Buyer to Seller given at least 30 days prior to Closing, or given 30 days prior to the date designated by Buyer for deletion, if earlier than Closing, Seller shall have deleted from the System any programming services (i) that Buyer does not have the right to carry on the System after Closing or (ii) which Buyer determines, in its reasonable judgment, could potentially result in liability on the part of Buyer for copyright payments

after Closing in excess of those payments made by Seller with respect to carriage of such signals prior to Closing.

11.1.10 Buyer shall have obtained reasonably satisfactory evidence from the State of New York or otherwise that Seller is not delinquent in the payment of any Taxes levied by the State of New York or proof that any such delinquency has been satisfied prior to Closing.

11.1.11 Seller shall have delivered to Buyer the noncompetition agreement in the form attached as Exhibit A hereto.

11.1.12 Seller shall have delivered to Buyer financial statements reflecting the operations of the System for the year ended December 31, 2006.

12. Indemnification and Survival.

12.1 Indemnification by Seller. Seller shall indemnify and hold harmless Buyer, its affiliates and partners, and their respective officers, directors, employees, agents and representatives, from and against any and all loss, cost, damage or liability (including reasonable attorneys' fees) arising out of or attributable to: (i) any breach by Seller of any of its covenants, representations and warranties in this Bill of Sale; (ii) the operation of the System prior to Closing; (iii) any liabilities or obligations of Seller not expressly assumed by Buyer in Section 2 of this Bill of Sale; and (iv) any liabilities arising under any bulk sales or fraudulent conveyance laws.

12.2 Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller, its affiliates, officers, directors, employees, agents and representatives, from and against any and all loss, cost, damage or liability (including reasonable attorneys' fees) arising out of or attributable to: (i) any breach by Buyer of any of its covenants in this Bill of Sale; (ii) the operation of the System by Buyer from and after Closing; and (iii) the Assumed Obligations and Liabilities.

12.3 Survival. Seller's representations and warranties contained in this Bill of Sale shall survive the Closing for a period of 24 months; provided, however, that the representations of Seller set forth in Sections 7.1, 7.2 and 7.6 (first sentence) shall survive in perpetuity.

13. **Binding Effect.** This Bill of Sale shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

14. **Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

15. **Governing Law.** This Bill of Sale shall be governed by and interpreted in accordance with the internal laws of the State of New York.

16. **Entire Agreement.** This Bill of Sale constitutes the entire agreement of the parties with respect to the subject matter contained herein.

[SIGNATURE PAGE FOLLOWS]

Seller and Buyer have executed this Bill of Sale as of the date first written above.

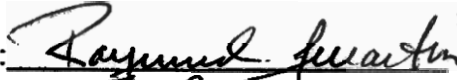
**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP**

By: 

Name: SATISH R ADIGE

Title: SR. V.P., INVESTMENTS.

D.W.S. CONSTRUCTION COMPANY, INC.

By: 

Name: Raymond J. Martin

Title: Treasurer

EXHIBIT A
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

FORM OF NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT, dated [____], 2007, is given and made by D.W.S. Construction Company, Inc., a New York corporation ("Seller"), and [____] (collectively with Seller, the "Restricted Parties"), each on behalf of itself and its respective Affiliates, for the benefit of Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership d/b/a Time Warner Cable ("Buyer"), and its assignees.

RECITALS

A. A Bill of Sale, Assignment and Assumption dated January __, 2007 has been entered into by Seller and Buyer (the "Purchase Agreement") pursuant to which Buyer has purchased from Seller certain of the assets of Seller's cable television system providing service to the Town of Waverly, NY (the "System").

B. The Purchase Agreement provides that, as a condition to Buyer's obligations to perform its obligations at Closing under the Purchase Agreement, the Restricted Parties shall execute and deliver this Noncompetition Agreement to Buyer.

C. Restricted Parties shall receive a substantial benefit from the transfer of the System to Buyer.

D. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS

As an inducement for Buyer to perform its obligations under the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Restricted Party covenants, acknowledges, represents and warrants as follows:

1. **COVENANT NOT TO COMPETE.** Each Restricted Party shall not, and shall cause each of its Affiliates not to, without Buyer's prior written consent, for a period of three years from the date hereof (the "Restricted Period"), directly or indirectly, own, manage, operate, control, participate or consult with companies that own, manage, operate, control, or otherwise engage in the distribution of multichannel video

programming, high-speed Internet access or voice services, including, but not limited to, distribution via multipoint distribution service, multichannel multipoint distribution service, direct broadcast service, satellite master antenna television system, the Internet or any other wireline or wireless telephony or telecommunications system (each a "Competing Business") to customers who are located in the Town of Waverly, NY. For purposes of this Noncompetition Covenant, an "Affiliate" of a Restricted Party means any entity that Controls, is Controlled by, or is under common Control with such Restricted Party, as of the date hereof, and the term "Control" means the direct or indirect power to direct the management and policies of any entity, whether through the ownership of voting securities, by contract, management agreement or otherwise.

2. COVENANT NOT TO SOLICIT. Each Restricted Party shall not, and shall cause its respective Affiliates not to, without Buyer's prior written consent, during the Restricted Period, solicit or otherwise actively attempt to hire any of Buyer's employees employed with respect to the System from and after the date of Closing.

3. ACKNOWLEDGMENTS.

(a) This Noncompetition Agreement is necessary for the protection of the legitimate business interests of Buyer in acquiring the System;

(b) The execution and delivery of this Noncompetition Agreement is a mandatory condition precedent to the consummation of the transactions contemplated by the Purchase Agreement, without which Buyer would not be acquiring the System;

(c) The scope of the restrictions in time, geography and activities in this Noncompetition Agreement is reasonable; and

(d) Each Restricted Party has received adequate consideration for the execution, delivery and performance of this Noncompetition Agreement.

4. INJUNCTIVE RELIEF. The rights of Buyer under this Noncompetition Agreement are of a specialized and unique character and immediate and irreparable damage shall result to Buyer if any Restricted Party or any of its respective Affiliates fail to or refuse to perform their obligations under this Noncompetition Agreement and, notwithstanding any election by Buyer to claim damages from such Restricted Party as a result of any such failure or refusal, Buyer may, in addition to any other remedies and damages available, all of which shall be cumulative, be entitled to an injunction in a court of competent jurisdiction to restrain any such failure or refusal without the obligation of posting a bond, cash, or otherwise, and each Restricted Party waives, and shall cause its Affiliates to waive, any defense that Buyer has an adequate remedy at law.

5. SEVERABILITY; TOLLING OF COVENANTS. If any provision of this Noncompetition Agreement or any word, phrase, clause, sentence or other portion thereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this

Noncompetition Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable law. Each Restricted Party authorizes any court of competent jurisdiction to enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law. Any violation of the covenants set forth herein automatically shall toll the Restricted Period for the amount of time that the violation continues if Buyer is the prevailing party or parties.

6. BINDING EFFECT. This Noncompetition Agreement shall be binding upon each Restricted Party and its respective Affiliates and their respective successors and assigns and shall inure to the benefit of, and be fully enforceable by Buyer and its successors and assigns.

7. WAIVER AND AMENDMENT. No waiver of any provision, breach or default hereunder shall be considered valid unless made in writing and signed by Buyer, and no such waiver shall be deemed a waiver of any other provision or any subsequent breach or default of the same or similar nature. No amendment to this Noncompetition Agreement shall be effective unless in writing and signed by each Restricted Party and Buyer.

8. GOVERNING LAW. This Noncompetition Covenant and the rights of the parties under it shall be governed by and construed in all respects in accordance with the laws of the State of New York without regard to the conflicts of law principles of such State.

Seller has executed this Noncompetition Agreement as of the date set forth above.

D.W.S. CONSTRUCTION COMPANY, INC.

By: _____
Name:
Title:

[ADD PRINCIPALS OF D.W.S.]

SCHEDULE 1.1.1
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

TANGIBLE PERSONAL PROPERTY

All cable television distribution and transmission plant used or held by the System.

**SCHEDULE 1.1.4
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION**

CONTRACTS

1. Pole Attachment Agreement dated as of August 1, 1986 by and between New York Telephone Company and D.W.S. Construction Company, Inc.

2. Pole Attachment Agreement dated as of May 19, 1993 by and between Niagara Mohawk Power Corporation and D.W.S. Construction Company, Inc.

Schedule 1.2
To
Bill Of Sale, Assignment and Assumption
Excluded Assets

Channel	Processor	Descrambler	Modulator
2	AP60-450		
3		TMG DP301	BAVM-860SAW
4	AP60-450		
5		TMG DP301	CT-SAW860
6		TMG DP301	BAVM-860SAW
7	AP60-450		
8		STD AGILE IRD II	AM60 450
9		DSR 4410	M45 MOD
10		STD AGILE IRD II	AM60 450
11		STD AGILE IRD II	AM60 450
12		STD AGILE IRD II	PC PRO MOD
13		TMG DP301	AM60 450
14		POWERVU D9850	CT-SAW55
15		DSR 4410	AM60 450
16		STD AGILE IRD II	CT-SAW55
17		DSR 4410	CT-SAW55
18		DSR 4530	AM60 450
19		STD AGILE IRD II	AM60 450
20		POWERVU D9850	AM60 450
21		DSR 4402X	AM60 450
22		STD AGILE IRD II	AM60 450
23		PICO PR3200	PICO M600
24		STD AGILE IRD II	PICO M600
25		POWERVU D9850	PICO M600
26		DSR 4402X	PICO M600
27		DSR 4500X	AM60 450
28		STD AGILE IRD II	AM60 450
29		POWERVU D9850	AM60 450
30		DSR 4402X	CT-SAW55

4 C-BAND SATELLITE DISHES

1 24" TMG SATELLITE DISH

1 A/C UNIT

1 1988 FORD F-350 BUCKET TRUCK VIN# 1FDKF37HXJNA83487

1 2004 CHEVROLET SILVERADO TRUCK VIN# 1GCEK19T84E173907

MISCELLANEOUS CATV TOOLS, EQUIPMENT AND INVENTORY LOCATED AT TUPPER LAKE, NEW YORK OFFICE

ALL HEADEND EQUIPMENT AND CATV DISHES LOCATED IN CRANBERRY LAKE, NEW YORK; STAR LAKE, NEW YORK; PIERCEFIELD, NEW YORK AND EDWARDS, NEW YORK

Schedule 4.3

Seasonal Subscribers

Customer account #: 37
Customer Name: Phyllis Conger
Billing Address: 912 State Route 458
Physical Address: 90 North River Road
City, State, Zip: St. Regis Falls, NY 12980

Customer account #: 104
Customer Name: Nelson Tromblay
Billing Address: P.O. Box 132
Physical Address: Lot 9, North River Road
City, State, Zip: St. Regis Falls, NY 12980

Customer account #: 211
Customer Name: Carol Staves
Billing Address: P.O. Box 285
Physical Address: 62 North River Road
City, State, Zip: St. Regis Falls, NY 12980

Customer account #: 259
Customer Name: Bob Fox
Billing Address: P.O. Box 143
Physical Address: 94 North River Road
City, State, Zip: St. Regis Falls, NY 12980

Customer account #: 266
Customer Name: Nora Lanigan
Billing Address: 159 Prospect Street, Saranac Lake, NY 12983
Physical Address: North River Road
City, State, Zip: St. Regis Falls, NY 12980

SCHEDULE 7.3
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

CONFLICTS; REQUIRED CONSENTS

1. Consent of Town of Waverly to assignment of Franchise Agreement.
2. Consent of New York Public Service Commission

SCHEDULE 7.4
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

FRANCHISE, CONTRACTS AND LICENSES

1. Pole Attachment Agreement dated as of August 1, 1986 by and between New York Telephone Company and D.W.S. Construction Company, Inc.

2. Pole Attachment Agreement dated as of May 19, 1993 by and between Niagara Mohawk Power Corporation and D.W.S. Construction Company, Inc.

3. Franchise Agreement dated April 21, 1992 by and between Town of Waverly and D.W.S. Construction Company, Inc. and Franchise Renewal Agreement dated May 15, 2006 by and between Town of Waverly and D.W.S. Construction Company, Inc.

SCHEDULE 7.6
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

LIENS

NONE

Schedule 7.7
To
Bill Of Sale, Assignment and Assumption
System Information

- 7.7.1 - There are approximately 10 miles of activated aerial plant included in the assets. There is no underground plant in the CATV System.
- 7.7.2 - There are approximately 327 homes passed in the System.
- 7.7.3 - Refer to attached DWS Cablevision Channel line-up cards.
- 7.7.4 - There are no free discounted services on the System.
- 7.7.5 - The System has 60 channel and 450 megahertz capacity.
- 7.7.6 - WPBS/WCFE - 57 not applicable
WCAX-TV-3 - retransmission consent
CBC - not applicable
WPTZ - 5 - will carry
WVNY - 22 - retransmission consent
CTV - not applicable
WFFF - Fox 44 - not applicable



DWS Cablevision

Box 1113
Tupper Lake, NY 12986
518-359-9139 ♦ 800-371-9139

7.7.3

7.7.5

ST. REGIS FALLS SERVICE

CHANNEL#

STATION

2	.....	PBS
3	.....	CBS-BURLINGTON
4	.....	CBC
5	.....	NBC-PLATTSBURGH
6	.....	ABC-BURLINGTON
7	.....	CTV
8	.....	ESPN
9	.....	USA
10	.....	CNN
11	.....	WTBS
12	.....	DISCOVERY
13	.....	FOX 44
14	.....	E-TV
15	.....	TLC
16	.....	ESPN 2
17	.....	SCI-FI
18	.....	ABC FAMILY
19	.....	WGN-CHICAGO
20	.....	AMC
21	.....	CMT
22	.....	DISNEY
23	.....	QVC
24	.....	TNT
25	.....	LIFETIME
26	.....	SPIKE-TV
27	.....	TV LAND
29	.....	A&E
30	.....	ANIMAL PLANET

\$35.00
MONTH

PREMIUM SERVICE

28 \$9.95 MONTH TMC

FOR SERVICE OR INSTALLATION CALL:
1-800-371-9139

SCHEDULE 7.8
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION

REAL PROPERTY

NONE

**SCHEDULE 7.14
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION**

BONDS

1. National Grid Pole Attachment Agreement Bond

EXHIBIT 2

Time Warner Entertainment –Advance/Newhouse Partnership will comply with the terms and conditions of the franchise and applicable law. Thus, the Transaction will have no adverse consequences on the current terms and conditions of service and operations of the system.

EXHIBIT 3

Time Warner Entertainment –Advance/Newhouse Partnership is a New York general partnership and is duly qualified to transact business in the State or other jurisdiction in which the system operates.

EXHIBIT 4

Described below are the only instances, to the best of our knowledge, where an application for consent to transfer a franchise involving the Transferee or any affiliate of its parent company, Time Warner Cable Inc., have been denied by final decision:

- (1) The Town of Cary, North Carolina denied approval of the Form 394 submitted in connection with the merger of America Online, Inc. and Time Warner Inc. The Town's action recited no basis for concluding that AOL Time Warner Inc. was not qualified to control the entity operating the cable system serving that community. The franchise has subsequently been renewed.
- (2) In connection with the Time Warner/Adelphia/Comcast transaction, several communities denied consent in order to exercise an alleged right of first refusal to purchase the cable system. The applicable franchise authority has authorized a subsidiary of Time Warner Cable to operate the cable system and remit cable service franchise fees pending resolution of the right of first refusal matters:
 - a. Cornelius, North Carolina
 - b. Davidson, North Carolina
 - c. Huntersville, North Carolina
 - d. Mecklenburg County, North Carolina
 - e. Mooresville, North Carolina
 - f. Troutman, North Carolina

EXHIBIT 5

There has never been an adverse finding made, or an adverse final action taken, against the Transferee by any court or administrative body in a civil, criminal or administrative proceeding with respect to the matters listed in Section II, Question 5.

Except as noted below, there have been no adverse findings made against and no adverse final actions taken against Time Warner Cable, the parent of Transferee, or any affiliate under its control, by any court or administrative body in a civil, criminal or administrative proceeding with respect to the matters listed in Section II, Question 5. Nevertheless, in the spirit of cooperation and full disclosure, in two cases, one of which is on appeal, there were jury findings of violations of the Americans with Disabilities Act ("ADA") and the Family Medical Leave Act ("FMLA").

EXHIBIT 6

There are no documents, instruments, agreements or understandings for the pledge of stock of the Transferee as security of loans or contractual performance.

EXHIBIT 7

The consolidated historical balance sheets, results of operations and sources and uses of funds statements, as well as full disclosure as required by both generally accepted accounting principles ("GAAP") and applicable securities laws for Time Warner Cable Inc. are included in SEC Form 10-K submitted by Time Warner Inc. for the year ended December 31, 2006 which is attached. Additionally, the SEC Form 10-K submitted by Time Warner Cable Inc. can be accessed at the following link:

<http://www.sec.gov/Archives/edgar/data/1377013/000095014407001551/0000950144-07-001551-index.htm>

EXHIBIT 8

Time Warner Cable is one of the largest and most experienced operators of cable television systems in the country. As of December 31, 2006, Time Warner Cable served approximately 13.402 million managed subscribers.

Time Warner Cable has significant experience operating technologically advanced cable systems. Time Warner provides enhanced video services over almost all of its systems. These services include digital cable, video on demand, high-definition television and digital video recorders. Time Warner Cable also offers advanced broadband service. In most of its systems, high-speed data (Internet) services are offered.

Through a broadband infrastructure of coaxial and fiber-optic cables, Time Warner Cable typically makes available a wide variety of programming, including local broadcast television signals, locally produced or originated video programming, advertiser-supported cable programming networks (such as ESPN and CNN), premium programming services (such as HBO, Cinemax, and Showtime), high definition ("HDTV") service and video-on-demand programming offering digital customers the opportunity to choose from hundreds of video titles.

Time Warner Cable has established an enviable track record in developing technology to expand entertainment information and communications options available on its cable systems. The significant achievements of the highly regarded staff of Time Warner Cable in areas of technical quality and innovation have been widely recognized and have been the basis for numerous awards. Time Warner Cable was recently recognized by J.D. Power and Associates for customer satisfaction with local and long distance telephone service.

Time Warner Cable is not only committed to giving its customers an array of entertainment and information choices, but also high quality customer service. Time Warner Cable representatives helped to develop the National Cable Television Association customer service standards, and Time Warner Cable strives to meet and exceed those standards.

Though all of its systems draw on the strength and expertise of its corporate staff, Time Warner Cable recognizes that providing a quality product and excellent customer service must be accomplished locally. The System serving your community will continue to be managed by experienced and qualified personnel at the local level. The office and technical staff responsible for the management and operation of the franchise will not be affected by this transaction. Complete discussion of the experience of Time Warner Cable can be found in the Form 10-K for the year ended December 31, 2006.