

PENDING PETITION MEMO

Date: 10/9/2007

TO : Office of Telecommunications  
FROM: CENTRAL OPERATIONS  
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE  
SUBJECT: 07-V-1206

Petition of Time Warner Entertainment-Advance/Newhouse Partnership for  
Renewal of its Franchise with the Town of Spafford, Onondaga County.  
Initial franchise docket #10882.



RECEIVED  
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EXCISE TAX DIVISION  
2007 OCT -9 AM 10:54

October 4, 2007

**VIA CERTIFIED MAIL/**  
**RETURN RECEIPT REQUESTED**

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

Re: Franchise Renewal Application

Dear Ms. Brilling:

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

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

Sincerely,

Thomas P. Doheny  
Manager of Government Reporting

Enclosures

## **CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT**

### **Town of Spafford**

**THIS AGREEMENT**, executed this 12<sup>TH</sup> day of NOVEMBER, 2007, by and between the **Town of Spafford** (hereafter referred to as the Municipality) by the Supervisor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER NY CABLE LLC**, a New York Limited Liability Corporation, organized and existing under the laws of the State of New York, the local place of business of which is located at 6005 Fair Lakes Road, P.O. Box 4733, East Syracuse, NY 13221, hereinafter referred to as "Time Warner Cable."

### **WITNESSETH**

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

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

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

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

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

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

## **SECTION 1 - DEFINED TERMS**

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

- (a) "Basic Service" means any service tier which includes the retransmission of local broadcast signals.
- (b) "Board" means the Board of Trustees of the Town of Spafford.
- (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 NY Cable LLC.
- (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 Town of Spafford in accordance with the terms hereof.
- (h) "FCC" means the Federal Communications Commission, its designees and any successor hereto.
- (i) "Gross Revenues" means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the Town. Gross Revenues shall not include (1) late fees; (2) excise taxes; or (3) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit. Gross Revenues shall be computed in accordance with Generally Accepted Accounting Principles.
- (j) "May" is permissive.

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

## **SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT**

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

Warner Cable and at Time Warner Cable's sole expense, the Town of Spafford hereby agrees to assist Time Warner Cable in gaining access to and using such easements.

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

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

- (a) The term of this Franchise shall be ten (10) years.
- (b) Notwithstanding any other provision in this Franchise: 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 Town to obtain a franchise from the Town 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. 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.
- (c) 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 Town 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.

- (d) 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 Town. The Town agrees to amend this Franchise if the Town grants a franchise to provide cable service to another operator which overall provides greater benefits or imposes lesser burdens than this franchise overall. All amendments to this agreement must have New York State Public Service Commission (PSC) approval to the extent required by applicable law.

#### **SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE**

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

#### **SECTION 6 - REVOCATION**

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



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

#### **SECTION 7 - INDEMNIFICATION & INSURANCE**

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

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

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

## **SECTION 9 - RELOCATION OF PROPERTY**

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

## **SECTION 10 - USE & INSTALLATION**

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

## **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 Town of Spafford shall have the right and authority to request an inspection or test performed, all at the Town of Spafford'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) Town of Spafford, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.
- (b) Town of Spafford and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.
- (c) Town of Spafford will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Town of Spafford of the confidential nature of the information. In the event that the Town of Spafford receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Town of Spafford 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 Town of Spafford for this Franchise shall be the Supervisor of the Town of Spafford. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Town of Spafford. All correspondence and communications between Time Warner Cable and the Town of Spafford 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 building owned by the Town of Spafford, 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 Town of Spafford an amount equal to 4 <sup>(four)</sup> % 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) Time Warner Cable shall not take any credits due against the Franchise fee payment owed the Town. All such credits shall be applied as a credit against the real property taxes.
- (d) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the Town of Spafford, 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 Town of Spafford may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Town of Spafford.
- (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 Town of Spafford 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: Manager of Government Reporting  
6005 Fair Lakes Road  
P.O. Box 4733  
East Syracuse, New York 13211  
Telephone: (315) 634-6200  
Facsimile: (315) 463-8020

When notices sent to the Town of Spafford:

Town Supervisor  
Town of Spafford  
Town Hall  
1984 Route 174  
Skaneateles, New York 13152  
Phone: (315) 673-4144  
Facsimile: (315) 673-9835

## **SECTION 21 - FORCE MAJEURE**

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of strike, Acts of God, acts of public enemies, order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots,



epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable thereafter as shall have been necessitated by any such events or conditions.

## **SECTION 22 - RIGHTS OF ENFORCEMENT**

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

## **SECTION 23 - FURTHER ASSURANCES**

The Town of Spafford 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.

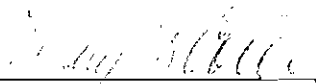
The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Franchise.

## 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 12<sup>th</sup> day of June, 2007.

**TIME WARNER NY CABLE LLC**

By:   
Mary L. Cotter

Title: Division President

**TOWN OF SPAFFORD**

By:   
Webb A. Stevens

Title: Supervisor

# EAGLE

## NEWSPAPERS

### AFFIDAVIT OF PUBLICATION

State of New York  
County of Onondaga

Lisa M. Congdon

being duly sworn, deposes and says  
that she is the

Accounts Receivable Bookkeeper  
of Eagle Newspapers

publisher of weekly newspapers  
in the County of Onondaga,  
State of New York, and that a notice  
was published in the  
following newspaper/s:

\_\_\_\_\_ Baldwinsville Messenger  
\_\_\_\_\_ Camillus Advocate  
\_\_\_\_\_ Fayetteville Eagle Bulletin  
\_\_\_\_\_ DeWitt Times  
\_\_\_\_\_ ☒ Skaneateles Press/  
\_\_\_\_\_ Marcellus Observer  
\_\_\_\_\_ Liverpool Review  
\_\_\_\_\_ N. Syracuse Star-News

On the following date/s:

\_\_\_\_\_ May 30, 2007

# EAGLE

## NEWSPAPERS

5910 Firestone Drive  
Syracuse, New York 13206  
(315) 434-8889  
Fax: (315) 434-8883

#### TOWN OF SPAFFORD TOWN BOARD MEETING & PUBLIC HEARING

Notice is hereby given  
that the regular  
monthly meeting of the Town  
Board of the Town of  
Spafford will be held on  
Thursday, June 14, 2007 at  
7:00 p.m. This is a public  
session and will be held at  
the Spafford Town Hall,  
1984 Route 174.

Further notice is given  
that a public hearing will be  
held on Thursday, June 14,  
2007 immediately following  
the regular monthly meeting  
of the Spafford Town Board.  
The purpose of said hearing  
is to review the Renewal  
Agreement with Time  
Warner Cable. All interested  
persons are invited to attend  
and present their views.

Lisa M. Valletta  
Town Clerk

Town of Spafford  
PO-22

SWORN TO BEFORE ME  
THIS 30th DAY OF MAY 2007

Sharon A. Doldo

No. 01DO5038536

Notary Public, State of New York  
Qualified in Onondaga County  
Commission Expires Jan. 30, 2011

NEW YORK  
Spafford  
of Onondaga

In the Matter of the Renewal of the Cable Television Franchise Held by  
**TIME WARNER NY CABLE LLC** in the  
Town of Spafford, Onondaga County, New York

**RESOLUTION**

An application has been duly made to the Board of the Town of Spafford, County of Onondaga, New York, by **TIME WARNER NY CABLE LLC ("Time Warner")**, a partnership organized under the laws of the State of New York doing business at 6005 Fair Lakes Road, East Syracuse, NY 13221, and holder of a cable television franchise in the Town of Spafford for the approval of an agreement to renew Time Warner's cable television franchise for an additional ten (10) years commencing \_\_\_\_\_, \_\_\_\_\_. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Spafford, New York on June 14, 2007 at 8 P.M. and notice of the hearing was published in the SKANEATELES PRESS on MAY 30, 2007.

**NOW, THEREFORE**, the Board of the Town of Spafford 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 consistent with community needs; and

# EAGLE

## NEWSPAPERS

### AFFIDAVIT OF PUBLICATION

State of New York  
County of Onondaga

Lisa M. Congdon

being duly sworn, deposes and says  
that she is the

Accounts Receivable Bookkeeper  
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was published in the  
following newspaper/s:

\_\_\_\_\_ Baldwinsville Messenger  
\_\_\_\_\_ Camillus Advocate  
\_\_\_\_\_ Fayetteville Eagle Bulletin  
\_\_\_\_\_ DeWitt Times  
☒ Skaneateles Press/  
\_\_\_\_\_ Marcellus Observer  
\_\_\_\_\_ Liverpool Review  
\_\_\_\_\_ N. Syracuse Star-News

On the following date/s:

Aug. 22, 2007

Aug. 29, 2007

# EAGLE

## NEWSPAPERS

5910 Firestone Drive  
Syracuse, New York 13206  
(315) 434-8889  
Fax: (315) 434-8883

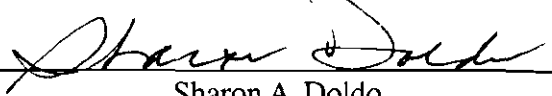
LEGAL NOTICE  
PLEASE TAKE  
NOTICE THAT Time Warner  
NY Cable LLC, a New York  
Limited Liability  
Corporation organized and  
existing under the laws of the  
State of New York d/b/a Time  
Warner Cable, has filed an  
application for renewal of its  
Certificate of Confirmation  
and Cable Television  
Franchise in the Town of  
Spafford, Onondaga County,  
New York, with the New  
York State Public Service  
Commission.

The application is  
available for public  
inspection at the offices of the  
New York State Public  
Service Commission and at  
the office of the Clerk of the  
Town of Spafford, 1984 Route  
174, Skaneateles, New York  
13152, during normal  
business hours.

Any interested persons  
may file comments on the  
application with the New  
York State Public Service  
Commission, Three Empire  
State Plaza, Albany, New  
York 12223.

TIME WARNER  
CABLE - SYRACUSE  
DIVISION

  
SWORN TO BEFORE ME  
THIS 29th DAY OF AUGUST 2007

  
Sharon A. Doldo  
No. 01DO5038536  
Notary Public, State of New York  
Qualified in Onondaga County  
Commission Expires Jan. 30, 2011

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

1. The exact legal name of applicant is:

Time-Warner Entertainment-Advance/Newhouse Partnership

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

Time Warner Cable - Syracuse Division

3. Applicant's mailing address is:

6005 Fair Lakes Road

P.O. Box 4791

East Syracuse, NY 13221

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

(315) 634-6100

Time Warner Cable

6005 Fair Lakes Road

East Syracuse, NY 13221

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

Town of Spafford - Onondaga County

(Municipality & County)

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

See Attached List (Exhibit 1)

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

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

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

See Attached Channel Line-Up Card (Exhibit A)

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

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

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

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

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

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

The System is rebuilt to a minimum of 750 MHZ.

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

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

X  Yes   No

(b) Current Annual Financial Report?  X  Yes   No

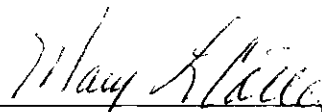
If answer to any of the above is negative, please explain:

N/A

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

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

WHEREFORE, the applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve the Town of Adams Certificate of Confirmation and Franchise Agreement.



Mary L. Cotter

President

Time Warner Cable - Syracuse Division

Dated: August 16, 2007

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



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

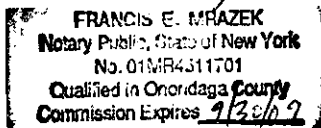
MARY L. COTTER, being sworn, says:

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

  
\_\_\_\_\_  
Mary L. Cotter

Sworn to before me this

16<sup>th</sup> day of August, 2007



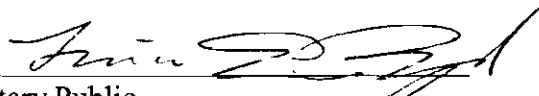
  
\_\_\_\_\_  
Notary Public

EXHIBIT A

### Basic Channel Line-up

$$\begin{aligned} \frac{1}{\sigma^2} \frac{\partial \sigma^2}{\partial \theta} &= \frac{1}{\sigma^2} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial \sigma^2}{\partial \theta} = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) \\ &= -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) \\ &= -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) = -\frac{1}{\sigma^4} \frac{\partial}{\partial \theta} \left( \frac{1}{\sigma^2} \right) \end{aligned}$$

### Standard Channel Line-up

Channel	Frequency	Power	Modulation	Service
1	54.0 MHz	100W	QAM	Local
2	56.2 MHz	100W	QAM	Local
3	58.4 MHz	100W	QAM	Local
4	60.6 MHz	100W	QAM	Local
5	62.8 MHz	100W	QAM	Local
6	65.0 MHz	100W	QAM	Local
7	67.2 MHz	100W	QAM	Local
8	69.4 MHz	100W	QAM	Local
9	71.6 MHz	100W	QAM	Local
10	73.8 MHz	100W	QAM	Local
11	76.0 MHz	100W	QAM	Local
12	78.2 MHz	100W	QAM	Local
13	80.4 MHz	100W	QAM	Local
14	82.6 MHz	100W	QAM	Local
15	84.8 MHz	100W	QAM	Local
16	87.0 MHz	100W	QAM	Local
17	89.2 MHz	100W	QAM	Local
18	91.4 MHz	100W	QAM	Local
19	93.6 MHz	100W	QAM	Local
20	95.8 MHz	100W	QAM	Local
21	98.0 MHz	100W	QAM	Local
22	100.2 MHz	100W	QAM	Local
23	102.4 MHz	100W	QAM	Local
24	104.6 MHz	100W	QAM	Local
25	106.8 MHz	100W	QAM	Local
26	109.0 MHz	100W	QAM	Local
27	111.2 MHz	100W	QAM	Local
28	113.4 MHz	100W	QAM	Local
29	115.6 MHz	100W	QAM	Local
30	117.8 MHz	100W	QAM	Local
31	120.0 MHz	100W	QAM	Local
32	122.2 MHz	100W	QAM	Local
33	124.4 MHz	100W	QAM	Local
34	126.6 MHz	100W	QAM	Local
35	128.8 MHz	100W	QAM	Local
36	131.0 MHz	100W	QAM	Local
37	133.2 MHz	100W	QAM	Local
38	135.4 MHz	100W	QAM	Local
39	137.6 MHz	100W	QAM	Local
40	139.8 MHz	100W	QAM	Local
41	142.0 MHz	100W	QAM	Local
42	144.2 MHz	100W	QAM	Local
43	146.4 MHz	100W	QAM	Local
44	148.6 MHz	100W	QAM	Local
45	150.8 MHz	100W	QAM	Local
46	153.0 MHz	100W	QAM	Local
47	155.2 MHz	100W	QAM	Local
48	157.4 MHz	100W	QAM	Local
49	159.6 MHz	100W	QAM	Local
50	161.8 MHz	100W	QAM	Local
51	164.0 MHz	100W	QAM	Local
52	166.2 MHz	100W	QAM	Local
53	168.4 MHz	100W	QAM	Local
54	170.6 MHz	100W	QAM	Local
55	172.8 MHz	100W	QAM	Local
56	175.0 MHz	100W	QAM	Local
57	177.2 MHz	100W	QAM	Local
58	179.4 MHz	100W	QAM	Local
59	181.6 MHz	100W	QAM	Local
60	183.8 MHz	100W	QAM	Local
61	186.0 MHz	100W	QAM	Local
62	188.2 MHz	100W	QAM	Local
63	190.4 MHz	100W	QAM	Local
64	192.6 MHz	100W	QAM	Local
65	194.8 MHz	100W	QAM	Local
66	197.0 MHz	100W	QAM	Local
67	199.2 MHz	100W	QAM	Local
68	201.4 MHz	100W	QAM	Local
69	203.6 MHz	100W	QAM	Local
70	205.8 MHz	100W	QAM	Local
71	208.0 MHz	100W	QAM	Local
72	210.2 MHz	100W	QAM	Local
73	212.4 MHz	100W	QAM	Local
74	214.6 MHz	100W	QAM	Local
75	216.8 MHz	100W	QAM	Local
76	219.0 MHz	100W	QAM	Local
77	221.2 MHz	100W	QAM	Local
78	223.4 MHz	100W	QAM	Local
79	225.6 MHz	100W	QAM	Local
80	227.8 MHz	100W	QAM	Local
81	230.0 MHz	100W	QAM	Local
82	232.2 MHz	100W	QAM	Local
83	234.4 MHz	100W	QAM	Local
84	236.6 MHz	100W	QAM	Local
85	238.8 MHz	100W	QAM	Local
86	241.0 MHz	100W	QAM	Local
87	243.2 MHz	100W	QAM	Local
88	245.4 MHz	100W	QAM	Local
89	247.6 MHz	100W	QAM	Local
90	249.8 MHz	100W	QAM	Local
91	252.0 MHz	100W	QAM	Local
92	254.2 MHz	100W	QAM	Local
93	256.4 MHz	100W	QAM	Local
94	258.6 MHz	100W	QAM	Local
95	260.8 MHz	100W	QAM	Local
96	263.0 MHz	100W	QAM	Local
97	265.2 MHz	100W	QAM	Local
98	267.4 MHz	100W	QAM	Local
99	269.6 MHz	100W	QAM	Local
100	271.8 MHz	100W	QAM	Local
101	274.0 MHz	100W	QAM	Local
102	276.2 MHz	100W	QAM	Local
103	278.4 MHz	100W	QAM	Local
104	280.6 MHz	100W	QAM	Local
105	282.8 MHz	100W	QAM	Local
106	285.0 MHz	100W	QAM	Local
107	287.2 MHz	100W	QAM	Local
108	289.4 MHz	100W	QAM	Local
109	291.6 MHz	100W	QAM	Local
110	293.8 MHz	100W	QAM	Local
111	296.0 MHz	100W	QAM	Local
112	298.2 MHz	100W	QAM	Local
113	300.4 MHz	100W	QAM	Local
114	302.6 MHz	100W	QAM	Local
115	304.8 MHz	100W	QAM	Local
116	307.0 MHz	100W	QAM	Local
117	309.2 MHz	100W	QAM	Local
118	311.4 MHz	100W	QAM	Local
119	313.6 MHz	100W	QAM	Local
120	315.8 MHz	100W	QAM	Local
121	318.0 MHz	100W	QAM	Local
122	320.2 MHz	100W	QAM	Local
123	322.4 MHz	100W	QAM	Local
124	324.6 MHz	100W	QAM	Local
125	326.8 MHz	100W	QAM	Local
126	329.0 MHz	100W	QAM	Local
127	331.2 MHz	100W	QAM	Local
128	333.4 MHz	100W	QAM	Local
129	335.6 MHz	100W	QAM	Local
130	337.8 MHz	100W	QAM	Local
131	340.0 MHz	100W	QAM	Local
132	342.2 MHz	100W	QAM	Local
133	344.4 MHz	100W	QAM	Local
134	346.6 MHz	100W	QAM	Local
135	348.8 MHz	100W	QAM	Local
136	351.0 MHz	100W	QAM	Local
137	353.2 MHz	100W	QAM	Local
138	355.4 MHz	100W	QAM	Local
139	357.6 MHz	100W	QAM	Local
140	359.8 MHz	100W	QAM	Local
141	362.0 MHz	100W	QAM	Local
142	364.2 MHz	100W	QAM	Local
143	366.4 MHz	100W	QAM	Local
144	368.6 MHz	100W	QAM	Local
145	370.8 MHz	100W	QAM	Local
146	373.0 MHz	100W	QAM	Local
147	375.2 MHz	100W	QAM	Local
148	377.4 MHz	100W	QAM	Local
149	379.6 MHz	100W	QAM	Local
150	381.8 MHz	100W	QAM	Local
151	384.0 MHz	100W	QAM	Local
152	386.2 MHz	100W	QAM	Local
153	388.4 MHz	100W	QAM	Local
154	390.6 MHz	100W	QAM	Local
155	392.8 MHz	100W	QAM	Local
156	395.0 MHz	100W	QAM	Local
157	397.2 MHz	100W	QAM	Local
158	399.4 MHz	100W	QAM	Local
159	401.6 MHz	100W	QAM	Local
160	403.8 MHz	100W	QAM	Local
161	406.0 MHz	100W	QAM	Local
162	408.2 MHz	100W	QAM	Local
163	410.4 MHz	100W	QAM	Local
164	412.6 MHz	100W	QAM	Local
165	414.8 MHz	100W	QAM	Local
166	417.0 MHz	100W	QAM	Local
167	419.2 MHz	100W	QAM	Local
168	421.4 MHz	100W	QAM	Local
169	423.6 MHz	100W	QAM	Local
170	425.8 MHz	100W	QAM	Local
171	428.0 MHz	100W	QAM	Local
172	430.2 MHz	100W	QAM	Local
173	432.4 MHz	100W	QAM	Local
174	434.6 MHz	100W	QAM	Local
175	436.8 MHz	100W	QAM	Local
176	439.0 MHz	100W	QAM	Local
177	441.2 MHz	100W	QAM	Local
178	443.4 MHz	100W	QAM	Local
179	445.6 MHz	100W	QAM	Local
180	447.8 MHz	100W	QAM	Local
181	450.0 MHz	100W	QAM	Local
182	452.2 MHz	100W	QAM	Local
183	454.4 MHz	100W	QAM	Local
184	456.6 MHz	100W	QAM	Local
185	458.8 MHz	100W	QAM	Local
186	461.0 MHz	100W	QAM	Local
187	463.2 MHz	100W	QAM	Local
188	465.4 MHz	100W	QAM	Local
189	467.6 MHz	100W	QAM	Local
190	469.8 MHz	100W	QAM	Local
191	472.0 MHz	100W	QAM	Local
192	474.2 MHz	100W	QAM	Local
193	476.4 MHz	100W	QAM	Local
194	478.6 MHz	100W	QAM	Local
195	480.8 MHz	100W	QAM	Local
196	483.0 MHz	100W	QAM	Local
197	485.2 MHz	100W	QAM	Local
198	487.4 MHz	100W	QAM	Local
199	489.6 MHz	100W	QAM	Local
200	491.8 MHz	100W	QAM	Local
201	494.0 MHz	100W	QAM	Local
202	496.2 MHz	100W	QAM	Local
203	498.4 MHz	100W	QAM	Local
204	500.6 MHz	100W	QAM	Local
205	502.8 MHz	100W	QAM	Local
206	505.0 MHz	100W	QAM	Local
207	507.2 MHz	100W	QAM	Local
208	509.4 MHz	100W	QAM	Local
209	511.6 MHz	100W	QAM	Local
210	513.8 MHz	100W	QAM	Local
211	516.0 MHz	100W	QAM	Local
212	518.2 MHz	100W	QAM	Local
213	520.4 MHz	100W	QAM	Local
214	522.6 MHz	100W	QAM	Local
215	524.8 MHz	100W	QAM	Local
216	527.0 MHz	100W	QAM	Local
217	529.2 MHz	100W	QAM	Local
218	531.4 MHz	100W	QAM	Local
219	533.6 MHz	100W	QAM	Local
220	535.8 MHz	100W	QAM	Local
221	538.0 MHz	100W	QAM	Local
222	540.2 MHz	100W	QAM	Local
223	542.4 MHz	100W	QAM	Local
224	544.6 MHz	100W	QAM	Local
225	546.8 MHz	100W	QAM	Local
226	549.0 MHz	100W	QAM	Local
227	551.2 MHz	100W	QAM	Local
228	553.4 MHz	100W	QAM	Local
229	555.6 MHz	100W	QAM	Local
230	557.8 MHz	100W	QAM	Local
231	560.0 MHz	100W	QAM	Local
232	562.2 MHz	100W	QAM	Local
233	564.4 MHz	100W	QAM	Local
234	566.6 MHz	100W	QAM	Local
235	568.8 MHz	100W	QAM	Local
236	571.0 MHz	100W	QAM	Local
237	573.2 MHz	100W	QAM	Local
238	575.4 MHz	100W	QAM	Local
239	577.6 MHz	100W	QAM	Local
240	579.8 MHz	100W	QAM	Local
241	582.0 MHz	100W	QAM	Local
242	584.2 MHz	100W	QAM	Local
243	586.4 MHz	100W	QAM	Local
244	588.6 MHz	100W	QAM	Local
245	590.8 MHz	100W	QAM	Local
246	593.0 MHz	100W	QAM	Local
247	595.2 MHz	100W	QAM	Local
248	597.4 MHz	100W	QAM	Local
249	599.6 MHz	100W	QAM	Local
250	601.8 MHz	100W	QAM	Local
251	604.0 MHz	100W	QAM	Local
252	606.2 MHz	100W	QAM	Local
253	608.4 MHz	100W	QAM	Local
254	610.6 MHz	100W	QAM	Local
255	612.8 MHz	100W	QAM	Local
256	615.0 MHz	100W	QAM	Local
257	617.2 MHz	100W	QAM	Local
258	619.4 MHz	100W	QAM	Local
259	621.6 MHz	100W	QAM	Local
260	623.8 MHz	100W	QAM	Local
261	626.0 MHz	100W	QAM	Local
262	628.2 MHz	100W	QAM	Local
263	630.4 MHz	100W	QAM	Local
264	632.6 MHz	100W	QAM	Local
265	634.8 MHz	100W	QAM	Local
266	637.0 MHz	100W	QAM	Local
267	639.2 MHz	100W	QAM	Local
268	641.4 MHz	100W	QAM	Local
269	643.6 MHz	100W	QAM	Local
270	645.8 MHz	100W	QAM	Local
271	648.0 MHz	100W	QAM	Local
272	650.2 MHz	100W	QAM	Local
273	652.4 MHz	100W	QAM	Local
274	654.6 MHz	100W	QAM	Local
275	656.8 MHz	100W	QAM	Local
276	659.0 MHz	100W	QAM	Local
277	661.2 MHz	100W	QAM	Local
278				

## Digital Channel Line-up

[illegible]

*This line-up subject to change. For the most up-to-date listings, go to [www.time-warnerable.com](http://www.time-warnerable.com)*



EXHIBIT B

## Syracuse Rates & Services

Syracuse 4/07  
SYR 1811

<b>Standard Service</b>	\$6.68
<b>Standard Service</b>	\$5.45
<i>Includes: 1 Month Free Trial of 1 Month Standard Service (\$6.68/mo)</i>	
<b>Home Box Office</b>	12.95
<b>Cinemax</b>	9.95
<b>Showtime Unlimited</b> (Includes 7m Movie Channel)	10.951
<b>Starz</b>	0.75
<b>Explorer Pak</b>	8.50
<i>Includes: Digital Navigator Package</i>	
<b>Digital Movie Pak</b>	6.00
<i>Includes: Digital Navigator Package</i>	
<b>High-Definition Package</b>	4.95
<b>Sports Plus Package</b>	1.95
<b>Latino Especial Package</b>	9.95
<b>Digital Navigator Package</b>	1.00
<i>Includes: Interactive Program Guide, Music Channel, and plus access to OnDemand, On Demand, and Premium Service</i>	
<b>Digital Video Recorder (DVR) Service</b>	7.95
<b>Family Choice</b>	12.99
<i>Basic Cable service and access to digital set top box required. Standard Cable Service. Premium service. On Demand service and some interactive features are not available with Family Choice. One installation apply.</i>	
<b>Home Terminal, Digital Terminal, HD Terminal</b>	7.64
<b>Remote, Digital Remote</b>	.31
<b>Cable Card</b> (for Digital Video Recorder)	2.73
<b>Standard Install/Reconnect</b>	33.74
<i>(pre-wired home)</i>	
<b>Standard Installation</b> (new service location)	50.51
<b>Additional Outlet(s)</b>	22.16
<i>(in time of initial installation)</i>	
<b>Additional Outlet(s)</b> (separate line)	34.06
<b>Equipment Deactivation Fee</b>	3.99
<i>(Same fee will be applied if not installed or not used)</i>	
<b>COD Fee</b> (cash for payments to pay at time of install)	5.95

Digital Terminal is required in order to receive some channels and/or services. Rates and charges apply to standard residential installations and service. The above rates for cable service packages and enrollment do not include franchise fees or State and Federal regulatory fees.

6005 Fair Lakes Road • E. Syracuse, NY 13057-4250  
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CURRENT ANNUAL PERFORMANCE TEST

Exhibit 1

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

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



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

## Exhibit 2

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

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