

PENDING PETITION MEMO

Date: 10/9/2007

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
SUBJECT: 07-V-1203

Petition of Time Warner Entertainment-Advance/Newhouse Partnership for
Renewal of its Franchise with the Town of Western, Oneida County.
Initial franchise docket # 10833.



2007 OCT -9 AM 10:56
EXECUTIVE

October 4, 2007

VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

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

Re: Franchise Renewal Application

Dear Ms. Brillling:

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 Western (Oneida 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 Western

THIS AGREEMENT, executed this 29 day of July, 2007, by and between the **Town of Western** (hereafter referred to as the Municipality) by the Town Supervisor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP**, a New York General Partnership, organized and existing under the laws of the State of New York, the local place of business of which is located at 6005 Fair Lakes Road, P.O. Box 4733, East Syracuse, NY 13221, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the Town of Western Law the Board has the exclusive power on behalf of the Town of Western 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 Western 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 Western 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 Western 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 Western 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 Western.
- (c) "Cable Television Service" means
 - (1) The one way transmission to Subscribers of Video Programming, or other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (e) "Time Warner Cable" means Time Warner Cable Entertainment-Advance/Newhouse Partnership.
- (f) "Effective Date" of this agreement shall be the date of approval by the municipality.
- (g) "Franchise" means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the Town of Western 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 City. 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 Western. Wherever the context shall permit, Board, Council and Town of Western 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 Western.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Town of Western 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 Western 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 Western as it now exists and may hereafter be changed, and in so doing to use the Streets of the Town of Western 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 Western, 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 Western 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 Western 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 Western 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 Western shall insert the following language into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

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

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

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder. No municipality may award or renew a franchise for cable

television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

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

SECTION 3 - APPROVAL OF COMPANY BY TOWN OF WESTERN

- (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 Western 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 Western hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Town of Western 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 Western 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) 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.

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 Western, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the Town of Western 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 Western 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 Western 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 Western'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 Western 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 Western 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 Western 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 Western evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Town of Western 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 Western pursuant to the issuance by the Town of Western 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 Western 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 Western, 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 Western may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Town of Western shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Town of Western as a result of the relocation or other improvements by the Town of Western 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 Western. 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 Western, 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 Western. 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 Western 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 Western to the existence 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 Western and the Public Service Commission, abandon its cable television system or any portion thereof.

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

- (a) Town of Western, 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 Western 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 Western 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 Western of the confidential nature of the information. In the event that the Town of Western receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Town of Western 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 Western for this Franchise shall be Mayor or Supervisor of the Town of Western. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Town of Western. All correspondence and communications between Time Warner Cable and the Town of Western 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 Western, 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 Western an amount equal to 3 % of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis and shall not include the amount attributable to franchise fees in the calculation of gross revenue.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the Town of Western, 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 Western 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 Western.
- (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 Western 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) 634-6107
Facsimile: (315) 463-8020

When notices sent to the Town of Western:

Town of Western
Attention: Supervisor
Town Hall
9219 Main Street
Westernville, New York 13486
Telephone: (315) 827-4989

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 Western 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 09 day of July, 2007.

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

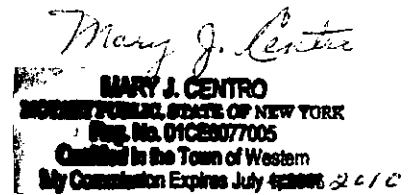
By: Mary L. Cotter
Mary L. Cotter

Title: Division President

TOWN OF WESTERN

By: Lawrence Mierek
Lawrence Mierek

Title: Supervisor



**State of New York } ss:
County of Oneida**

Legal Notice

**Town of Western
Franchise Renewal
Time Warner Cable**

Please Take Notice that the Time Warner Entertainment/Advance Newhouse Partnership, d/b/a Time Warner Cable has filed and application for renewal of its Cable television Franchise in the Town of Western, Oneida County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Western's Town Clerk's office during scheduled office hours. Interested persons may file comments on the application with the Town of Western Clerk, Town of Western Clerk, Town Hall, 9219 Main Street, Westernville, New York 13486.

Please Take Notice that the Town Board of Western will hold a public hearing concerning this application on Monday July 09, 2007 at 6:15 pm. The Board will hear all interested parties.

Mary J. Centro, RMC
Town Clerk
6/29, 7/6, 9-3ti

Lori Hammon
being sworn, says he is, and during the time hereinafter mentioned, was Advertising Director of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 29th day of June, 20 07

to wit: June 29 July 6, 9

July 9, 20 07

Lori Hammon

Sworn to before me this 9th day of July, 20 07

Michael B. Brockway Notary Public

MICHAEL B. BROCKWAY
Notary Public, State of New York
Appointed in Oneida County
My Commission Expires April 29, 2010

STATE OF NEW YORK
Town of Western
County of Oneida

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
PARTNERSHIP in the Town of Western, Oneida County, New York

RESOLUTION

An application has been duly made to the Board of the Town of Western, County of Oneida, New York, by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP ("Time Warner")**, a partnership organized under the laws of the State of New York doing business at 6005 Fair Lakes Road, East Syracuse, NY 13221, and holder of a cable television franchise in the Town of Western for the approval of an agreement to renew Time Warner's cable television franchise for an additional ten (10) years commencing July, 2007. 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 Western, New York on July, 9 at 6:15 P.M. and notice of the hearing was published in the Rome Sentinel on June 29th, 2007. July 6th and July 9th

NOW, THEREFORE, the Board of the Town of Western finds that:

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

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

BE IT FURTHER RESOLVED that the Board of the Town of Western hereby renews the cable television franchise of Time Warner in the Town of Western for ten (10) years commencing July, 2007 and expiring July, 2017

BE IT FURTHER RESOLVED that the Board of the Town of Western hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on _____, _____.

The foregoing having received a 5 vote was thereby declared adopted.

Dated: July 9, 2007

Mary J. Lester, RMC
Town of Western Clerk

**State of New York } ss:
County of Oneida }**

LEGAL NOTICE
PLEASE TAKE NOTICE
THAT Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership 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 Western, Oneida 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 Western, 9219 Main Street, Westernville, New York 13486, 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

8/18.25-2ti

Joëlle B. Jones
being sworn, says he is, and during the time hereinafter mentioned, was Advertising Director of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 18th day of August, 20 07

to wit: August 18, 25

August 25, , 2007

Joëlle B Jones

Sworn to before me this 25th day of August, 20 07

Michael B. Brockway

Notary Public

MICHAEL B. BROCKWAY
Notary Public, State of New York
Appointed in Oneida County
My Commission Expires April 29, 2010

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

1. The exact legal name of applicant is:

Time-Warner Entertainment-Advance/Newhouse Partnership

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

Time Warner Cable - Syracuse Division

3. Applicant's mailing address is:

6005 Fair Lakes Road

P.O. Box 4791

East Syracuse, NY 13221

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

(315) 463-2288 Time Warner Cable (315) 337-1120 Time Warner Cable

6005 Fair Lakes Road

1117 Erie Blvd. W.

East Syracuse, NY 13057

Rome, NY 13440

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

Town of Western - Oneida County

(Municipality & County)

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

See Attached List (Exhibit 1)

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

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

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

See Attached Channel Line-Up Card (Exhibit A)

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

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

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

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

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

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

The System is rebuilt to a minimum of 750 MHZ.

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

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

X Yes No

(b) Current Annual Financial Report? X Yes No

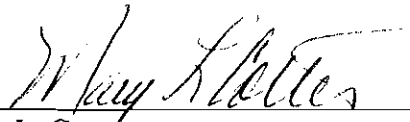
If answer to any of the above is negative, please explain:

N/A

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

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

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



Mary L. Cotter

President

Time Warner Cable - Syracuse Division

Dated: August 16, 2007

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

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

MARY L. COTTER, being sworn, says:

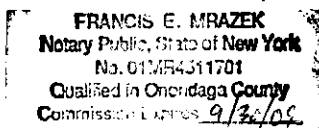
1. I am President of the Syracuse Division of Time Warner Cable and I am familiar with the business operations of the Company
2. This application was prepared by me or under my direct supervision.
3. All of the statements and information contained herein are true and accurate to the best of my knowledge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

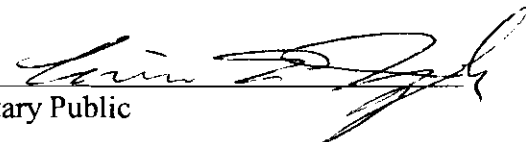


Mary L. Cotter

Sworn to before me this

16th day of August, 2007





Notary Public

EXHIBIT A

Local Channel Line-up

Channel	Channel Name	Channel	Channel Name	Channel	Channel Name
1	ABC	11	ABC 2	21	ABC 3
2	ABC 4	12	ABC 5	22	ABC 6
3	ABC 7	13	ABC 8	23	ABC 9
4	ABC 10	14	ABC 11	24	ABC 12
5	ABC 13	15	ABC 14	25	ABC 15
6	ABC 16	16	ABC 17	26	ABC 18
7	ABC 19	17	ABC 20	27	ABC 21
8	ABC 22	18	ABC 23	28	ABC 24
9	ABC 25	19	ABC 26	29	ABC 25
10	ABC 26	20	ABC 27	30	ABC 26
11	ABC 27	21	ABC 28	31	ABC 27
12	ABC 28	22	ABC 29	32	ABC 28
13	ABC 29	23	ABC 30	33	ABC 29
14	ABC 30	24	ABC 31	34	ABC 30
15	ABC 31	25	ABC 32	35	ABC 31
16	ABC 32	26	ABC 33	36	ABC 32
17	ABC 33	27	ABC 34	37	ABC 33
18	ABC 34	28	ABC 35	38	ABC 34
19	ABC 35	29	ABC 36	39	ABC 35
20	ABC 36	30	ABC 37	40	ABC 36
21	ABC 37	31	ABC 38	41	ABC 37
22	ABC 38	32	ABC 39	42	ABC 38
23	ABC 39	33	ABC 40	43	ABC 39
24	ABC 40	34	ABC 41	44	ABC 40
25	ABC 41	35	ABC 42	45	ABC 41
26	ABC 42	36	ABC 43	46	ABC 42
27	ABC 43	37	ABC 44	47	ABC 43
28	ABC 44	38	ABC 45	48	ABC 44
29	ABC 45	39	ABC 46	49	ABC 45
30	ABC 46	40	ABC 47	50	ABC 46
31	ABC 47	41	ABC 48	51	ABC 47
32	ABC 48	42	ABC 49	52	ABC 48
33	ABC 49	43	ABC 50	53	ABC 49
34	ABC 50	44	ABC 51	54	ABC 50
35	ABC 51	45	ABC 52	55	ABC 51
36	ABC 52	46	ABC 53	56	ABC 52
37	ABC 53	47	ABC 54	57	ABC 53
38	ABC 54	48	ABC 55	58	ABC 54
39	ABC 55	49	ABC 56	59	ABC 55
40	ABC 56	50	ABC 57	60	ABC 56
41	ABC 57	51	ABC 58	61	ABC 57
42	ABC 58	52	ABC 59	62	ABC 58
43	ABC 59	53	ABC 60	63	ABC 59
44	ABC 60	54	ABC 61	64	ABC 60
45	ABC 61	55	ABC 62	65	ABC 61
46	ABC 62	56	ABC 63	66	ABC 62
47	ABC 63	57	ABC 64	67	ABC 63
48	ABC 64	58	ABC 65	68	ABC 64
49	ABC 65	59	ABC 66	69	ABC 65
50	ABC 66	60	ABC 67	70	ABC 66
51	ABC 67	61	ABC 68	71	ABC 67
52	ABC 68	62	ABC 69	72	ABC 68
53	ABC 69	63	ABC 70	73	ABC 69
54	ABC 70	64	ABC 71	74	ABC 70
55	ABC 71	65	ABC 72	75	ABC 71
56	ABC 72	66	ABC 73	76	ABC 72
57	ABC 73	67	ABC 74	77	ABC 73
58	ABC 74	68	ABC 75	78	ABC 74
59	ABC 75	69	ABC 76	79	ABC 75
60	ABC 76	70	ABC 77	80	ABC 76
61	ABC 77	71	ABC 78	81	ABC 77
62	ABC 78	72	ABC 79	82	ABC 78
63	ABC 79	73	ABC 80	83	ABC 79
64	ABC 80	74	ABC 81	84	ABC 80
65	ABC 81	75	ABC 82	85	ABC 81
66	ABC 82	76	ABC 83	86	ABC 82
67	ABC 83	77	ABC 84	87	ABC 83
68	ABC 84	78	ABC 85	88	ABC 84
69	ABC 85	79	ABC 86	89	ABC 85
70	ABC 86	80	ABC 87	90	ABC 86
71	ABC 87	81	ABC 88	91	ABC 87
72	ABC 88	82	ABC 89	92	ABC 88
73	ABC 89	83	ABC 90	93	ABC 89
74	ABC 90	84	ABC 91	94	ABC 90
75	ABC 91	85	ABC 92	95	ABC 91
76	ABC 92	86	ABC 93	96	ABC 92
77	ABC 93	87	ABC 94	97	ABC 93
78	ABC 94	88	ABC 95	98	ABC 94
79	ABC 95	89	ABC 96	99	ABC 95
80	ABC 96	90	ABC 97	100	ABC 96
81	ABC 97	91	ABC 98	101	ABC 97
82	ABC 98	92	ABC 99	102	ABC 98
83	ABC 99	93	ABC 100	103	ABC 99
84	ABC 100	94	ABC 101	104	ABC 100
85	ABC 101	95	ABC 102	105	ABC 101
86	ABC 102	96	ABC 103	106	ABC 102
87	ABC 103	97	ABC 104	107	ABC 103
88	ABC 104	98	ABC 105	108	ABC 104
89	ABC 105	99	ABC 106	109	ABC 105
90	ABC 106	100	ABC 107	110	ABC 106
91	ABC 107	101	ABC 108	111	ABC 107
92	ABC 108	102	ABC 109	112	ABC 108
93	ABC 109	103	ABC 110	113	ABC 109
94	ABC 110	104	ABC 111	114	ABC 110
95	ABC 111	105	ABC 112	115	ABC 111
96	ABC 112	106	ABC 113	116	ABC 112
97	ABC 113	107	ABC 114	117	ABC 113
98	ABC 114	108	ABC 115	118	ABC 114
99	ABC 115	109	ABC 116	119	ABC 115
100	ABC 116	110	ABC 117	120	ABC 116
101	ABC 117	111	ABC 118	121	ABC 117
102	ABC 118	112	ABC 119	122	ABC 118
103	ABC 119	113	ABC 120	123	ABC 119
104	ABC 120	114	ABC 121	124	ABC 120
105	ABC 121	115	ABC 122	125	ABC 121
106	ABC 122	116	ABC 123	126	ABC 122
107	ABC 123	117	ABC 124	127	ABC 123
108	ABC 124	118	ABC 125	128	ABC 124
109	ABC 125	119	ABC 126	129	ABC 125
110	ABC 126	120	ABC 127	130	ABC 126
111	ABC 127	121	ABC 128	131	ABC 127
112	ABC 128	122	ABC 129	132	ABC 128
113	ABC 129	123	ABC 130	133	ABC 129
114	ABC 130	124	ABC 131	134	ABC 130
115	ABC 131	125	ABC 132	135	ABC 131
116	ABC 132	126	ABC 133	136	ABC 132
117	ABC 133	127	ABC 134	137	ABC 133
118	ABC 134	128	ABC 135	138	ABC 134
119	ABC 135	129	ABC 136	139	ABC 135
120	ABC 136	130	ABC 137	140	ABC 136
121	ABC 137	131	ABC 138	141	ABC 137
122	ABC 138	132	ABC 139	142	ABC 138
123	ABC 139	133	ABC 140	143	ABC 139
124	ABC 140	134	ABC 141	144	ABC 140
125	ABC 141	135	ABC 142	145	ABC 141
126	ABC 142	136	ABC 143	146	ABC 142
127	ABC 143	137	ABC 144	147	ABC 143
128	ABC 144	138	ABC 145	148	ABC 144
129	ABC 145	139	ABC 146	149	ABC 145
130	ABC 146	140	ABC 147	150	ABC 146
131	ABC 147	141	ABC 148	151	ABC 147
132	ABC 148	142	ABC 149	152	ABC 148
133	ABC 149	143	ABC 150	153	ABC 149
134	ABC 150	144	ABC 151	154	ABC 150
135	ABC 151	145	ABC 152	155	ABC 151
136	ABC 152	146	ABC 153	156	ABC 152
137	ABC 153	147	ABC 154	157	ABC 153
138	ABC 154	148	ABC 155	158	ABC 154
139	ABC 155	149	ABC 156	159	ABC 155
140	ABC 156	150	ABC 157	160	ABC 156
141	ABC 157	151	ABC 158	161	ABC 157
142	ABC 158	152	ABC 159	162	ABC 158
143	ABC 159	153	ABC 160	163	ABC 159
144	ABC 160	154	ABC 161	164	ABC 160
145	ABC 161	155	ABC 162	165	ABC 161
146	ABC 162	156	ABC 163	166	ABC 162
147	ABC 163	157	ABC 164	167	ABC 163
148	ABC 164	158	ABC 165	168	ABC 164
149	ABC 165	159	ABC 166	169	ABC 165
150	ABC 166	160	ABC 167	170	ABC 166
151	ABC 167	161	ABC 168	171	ABC 167
152	ABC 168	162	ABC 169	172	ABC 168
153	ABC 169	163	ABC 170	173	ABC 169
154	ABC 170	164	ABC 171	174	ABC 170
155	ABC 171	165	ABC 172	175	ABC 171
156	ABC 172	166	ABC 173	176	ABC 172
157	ABC 173	167	ABC 174	177	ABC 173
158	ABC 174	168	ABC 175	178	ABC 174
159	ABC 175	169	ABC 176	179	ABC 175
160	ABC 176	170	ABC 177	180	ABC 176
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162	ABC 178	172	ABC 179	182	ABC 178
163	ABC 179	173	ABC 180	183	ABC 179
164	ABC 180	174	ABC 181	184	ABC 180
165	ABC 181	175	ABC 182	185	ABC 181
166	ABC 182	176	ABC 183	186	ABC 182
167	ABC 183	177	ABC 184	187	ABC 183
168	ABC 184	178	ABC 185	188	ABC 184
169	ABC 185	179	ABC 186	189	ABC 185
170	ABC 186	180	ABC 187	190	ABC 186
171	ABC 187	181	ABC 188	191	ABC 187
172	ABC 188	182	ABC 189	192	ABC 188
173	ABC 189	183	ABC 190	193	ABC 189
174	ABC 190	184	ABC 191	194	ABC 190
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176	ABC 192	186	ABC 193	196	ABC 192
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182	ABC 198	192	ABC 199	202	ABC 198
183	ABC 199	193	ABC 200	203	ABC 199
184	ABC 200	194	ABC 201	204	ABC 200
185	ABC 201	195	ABC 202	205	ABC 201
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187	ABC 203	197	ABC 204	207	ABC 203
188	ABC 204	198	ABC 205	208	ABC 204
189	ABC 205	199	ABC 206	209	ABC 205
190	ABC 206	200	ABC 207	210	ABC 206
191	ABC 207	201	ABC 208	211	ABC 207
192	ABC 208	202	ABC 209	212	ABC 208
193	ABC 209	203	ABC 210	213	ABC 209
194	ABC 210	204	ABC 211	214	ABC 210
195	ABC 211	205	ABC 212	215	ABC 211
196	ABC 212	206	ABC 213	216	ABC 212
197	ABC 213	207	ABC 214	217	ABC 213
198	ABC 214	208	ABC 215	218	ABC 214
199	ABC 215	209	ABC 216	219	ABC 215
200	ABC 216	210	ABC 217	220	ABC 216
201	ABC 217	211	ABC 218	221	ABC 217
202	ABC 218	212	ABC 219	222	ABC 218
203	ABC 219	213	ABC 220	223	ABC 219
204	ABC 220	214	ABC 221	224	ABC 220
205	ABC 221	215	ABC 222	225	ABC 221
206	ABC 222	216	ABC 223	226	ABC 222
207	ABC 223	217	ABC 224	227	ABC 223
208	ABC 224	218	ABC 225	228	ABC 224
209	ABC 225	219	ABC 226	229	ABC 225
210	ABC 226	220	ABC 227	230	ABC 226
211	ABC 227	221	ABC 228	231	ABC 227
212	ABC 228	222	ABC 229	232	ABC 228
213	ABC 229	223	ABC 230</		

TIME WARNER CABLE

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EXHIBIT B

Rome/Oneida Rates & Services

Rome/Oneida 4/07
RO 1821

Basic Cable Service	\$7.35
Standard Service	55.43
Includes: 10 Basic Cable Channels, 10 Standard Channels, 10 Premium Channels	

Home Box Office	12.95
Cinemax	9.95†
Showtime Unlimited (Includes: The Movie Channel)	10.95*
Starz	8.75

*Standard Cable Service required. †Standard Cable Service required.

Explorer Pak	8.50
(Includes: Digital Navigator Package)	
Digital Movie Pak	6.00
(Includes: Digital Navigator Package)	
High-Definition Package	4.95
(Includes: Digital Navigator Package)	
Sports Plus Package	1.95
Latino Especial Package	9.95
Digital Navigator Package	1.00
(Includes: Interactive Program Guide, Music Choice Channel, plus access to iNDemand On Demand and Premium Services)	
Digital Video Recorder (DVR) Service	7.95
Family Choice	12.95
(Basic Cable service and lease of a digital set-top box required. Standard Cable service, Premium channels, On Demand service and some interactive services are not available with Family Choice. Other restrictions apply.)	

Home Terminal	Digital Terminal	HD Terminal	7.64
Remote	Digital Remote		.31
Cable Card (for Digital Cable only, Set-Top)			2.73

Standard Install/Reconnect	33.74
(pre-wired home)	
Standard Installation (newage home)	50.51
Additional Outlet(s)	22.10
(at time of a first installation)	
Additional Outlet(s) (separate trip)	34.06
Equipment Deactivation Fee	3.99
(Service tax will be applied to installation charge.)	
COD Fee (Fee for payments on account of installation)	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 equipment do not include franchise fees or State and Federal regulatory fees.

1117 Eric Squire and Wynn Rome, NY 13446
(315) 737-1125 or (315) 367-4932 or 1 (800) 451-1521
www.twc.ny.com



CURRENT ANNUAL PERFORMANCE TEST

Exhibit 1

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

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

Town of Champlain	416	Town of Chazy	790
Town of Ellenburg	390	Town of Mooers	205
Village of Champlain	416	Village of Mooers	205
Village of Rouses Point	852	Town of Martinsburg	192
Town of Henderson	157	Town of New Bremen	9
Town of Watson	310	Town of Grieg	315

Exhibit 2

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

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