



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.bpu.state.nj.us

CABLE TELEVISION

IN THE MATTER OF THE ALLEGED FAILURE OF) ORDER ACCEPTING
TWFANCH-ONE CO. D/B/A TIME WARNER CABLE TO) OFFER OF SETTLEMENT
COMPLY WITH PROVISIONS OF THE NEW JERSEY)
CABLE TELEVISION ACT, N.J.S.A. 48:5A-1 et seq.,)
AND/OR THE NEW JERSEY ADMINISTRATIVE CODE,)
N.J.A.C. 14:18-1.1 et seq.) DOCKET NO. CO07030170

SERVICE LIST ATTACHED

BY THE BOARD:

TWFanch-One Co., d/b/a Time Warner Cable ("Time Warner"), with its principal office located at 200 Roosevelt Place, Palisades Park, New Jersey, 07650, is a cable television system operator which provides cable television services to approximately 56,000 New Jersey customers in the Boroughs of Cliffside Park, Edgewater, Englewood Cliffs, Fairview, Fort Lee, Leonia, Little Ferry, Moonachie, Palisades Park, Ridgefield and Teterboro, the City of Englewood, the Town of Guttenberg and the Village of Ridgefield Park. The Board's Office of Cable Television ("Office"), Bureau of Inspection and Enforcement, uncovered a number of apparent deficiencies during the course of a compliance review. The Office served notice of its allegations that Time Warner had not conformed to certain provisions of the New Jersey State Cable Television Act, N.J.S.A. 48:5A-1 et seq., and the New Jersey Administrative Code, N.J.A.C. 14:18-1.1 et seq., as more specifically set forth herein below. The aforementioned statutes and regulations require that all cable systems in New Jersey operate in a manner that protects the rights of the cable consumer.

As a result of correspondence, telephone conversations and settlement conferences between Time Warner and the Office, Time Warner, on July 3, 2007, submitted an Offer of Settlement concerning the following alleged non-conforming practices:

1. that Time Warner failed to file with the Board for its own use, an original and ten conformed copies of each amended tariff, pursuant to N.J.A.C. 14:17-4.2 in 2005;
2. that Time Warner failed to provide the Office with adequate notice of changes or additions to rates and or services by failing to file tariffs with at least thirty (30) days

notice prior to the effective date as required by N.J.A.C. 14:17-6.16 and N.J.A.C. 14:18-3.3(b) and (c), for some or all of the years of 2002 through 2005;

3. that Time Warner failed to provide customers with adequate information to assure they are served under the most advantageous schedule, and demanded different compensation for its services, by failing to identify a sales tax provision for equipment rentals and leases in the company's 2006 applicable filed tariff, pursuant to N.J.A.C. 14:18-3.3(b) and (d), N.J.A.C. 14:18-3.4(d), N.J.S.A. 48:5A-11(d) and N.J.S.A. 48:5A-36(b);
4. that Time Warner failed to file and maintain complete tariffs showing all rates, terms, and conditions of service and service packages and disclose same to customers, pursuant to N.J.A.C. 14:18-3.3(d), N.J.A.C. 14:18-3.4, N.J.A.C. 14:18-3.16(a)1, N.J.S.A. 48:5A-11 and N.J.S.A. 48:5A-36(b), for 2003 and 2004;
5. that Time Warner failed to provide customers quarterly notice of the availability of outage credits as outlined in N.J.A.C. 14:18-3.5, and pursuant to N.J.A.C. 14:18-3.18(b)2 for the first through third quarter of 2001 and first quarter of 2003;
6. that Time Warner failed to provide customers with correct information concerning the availability of outage credits as outlined in N.J.A.C. 14:18-3.5, and pursuant to N.J.A.C. 14:18-3.18(b), for the fourth quarter of 2003 through the fourth quarter of 2004;
7. that Time Warner failed to ensure that all bills show any other separate fees, pursuant to N.J.A.C. 14:18-3.7(a)9, for some or all of the years of 1999 through 2004;
8. that Time Warner failed to provide customers with a specific due date that is fifteen (15) days from the start of the billing cycle, pursuant to N.J.A.C. 14:18-3.9(a), for some or all of 2003 and 2004;
9. that Time Warner failed to provide customers fifteen (15) days' written notice prior to disconnection for non-payment, pursuant to N.J.A.C. 14:18-3.9(b), for some or all of 2004 and 2005;
10. that Time Warner failed to comply with the provision of a cable operator issuing a new notice of discontinuance prior to the service suspension when failing to act upon a prior notice of discontinuance within thirty (30) days of issuance, pursuant to N.J.A.C. 14:18-3.9(d), for some or all of 2005;
11. that Time Warner failed to submit proof of the disclosure of the annual notice of the availability of parental lock devices, pursuant to N.J.A.C. 14:18-3.14(a)1, N.J.A.C. 14:18-3.18(a)6 and 47 U.S.C. § 544(d)2 for 2004;
12. that Time Warner failed to submit proof of the disclosure of the annual notice of the availability of hearing impaired devices, pursuant to N.J.A.C. 14:18-3.14(a)2 and N.J.A.C. 14:18-3.18(a)5 for 2004;

13. that Time Warner failed to provide and submit proof of disclosure of all monthly services, packages and corresponding rates to residential customers, pursuant to N.J.A.C. 14:18-3.18(a)1, for some or all of the years of 1999 through 2004;
14. that Time Warner failed to provide and submit proof of disclosure of all monthly services, packages and corresponding rates to non-residential customers, pursuant to N.J.A.C. 14:18-3.18(a)1, for some or all of the years of 1999 through 2004;
15. that Time Warner failed to provide customers the annual privacy notice, pursuant to N.J.A.C. 14:18-3.18(a) 2, N.J.S.A. 48:5A-56(b) and 47 U.S.C. § 551(a) 1 for 2001;
16. that Time Warner failed to provide and submit proof of disclosure of the quarterly notice of the complaint officer and the Office's toll free telephone number, pursuant to N.J.A.C. 14:18-3.18(b)2 and N.J.S.A. 48:5A-26(c), for some or all of the years of 1999 through 2004;
17. that Time Warner overcharged customers by levying a charge for lost, stolen or damaged remote control equipment that exceeded their actual cost, reasonable repair cost or actual replacement cost, pursuant to N.J.A.C. 14:18-3.23(a) and (b) in 2005;
18. that Time Warner failed to file with the Office in a timely manner Form F-99, pursuant to N.J.A.C. 14:18-7.1(b) in 2003;
19. that Time Warner failed to file with the Office financial statements for the local company and stockholder's report or S.E.C. Form 10-K, pursuant to N.J.A.C. 14:18-7.2 and N.J.S.A. 48:5A-44(c), in 2003 and 2007;
20. that Time Warner failed to file or filed beyond the required time annual Telephone System Information reports with the Office as required by N.J.A.C. 14:18-7.6, for some or all of the years of 1995 through 2004;
21. that Time Warner filed beyond the required time periodic Telephone System Performance reports with the Office as required by N.J.A.C. 14:18-7.7, for some or all of the years of 1996 through 2006;
22. that Time Warner failed to comply with the FCC Customer Service Standards (30 second hold time) as required by N.J.A.C. 14:18-7.8(a) 2 and 47 C.F.R. § 76.309(c) for the third quarter of 2006;
23. that Time Warner failed to remit the appropriate 2003 franchise fees to all of the municipalities within the timeframe specified, pursuant to N.J.S.A. 48:5A-30(a);
24. that Time Warner failed to file with the Office in a timely manner Form CATV-1, pursuant to N.J.S.A. 48:5A-34(a) in 2003;
25. that Time Warner failed to provide customers with adequate information and assure they are served under the most advantageous schedule and demanding different compensation for CATV services, by failing to identify specific rates and charges in its 2005 filed tariffs for premium channels and packages, as required by N.J.S.A. 48:5A-36(b);

26. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE86101159, by failing to identify the Borough Clerk of Cliffside Park Borough as the "Designated Complaint Officer" for the period of the franchise;
27. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE93100441, by failing to identify the Borough Cable Advisory Committee of Edgewater Borough as the "Designated Complaint Officer" for the period of the franchise;
28. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE86101160, by failing to identify the City Administrator of Englewood City as the "Designated Complaint Officer" for the period of the franchise;
29. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE89060578, by failing to identify the designated complaint officer appointed by the Mayor with the advice and consent of the Council of Fort Lee Borough as the "Designated Complaint Officer" for the period of the franchise;
30. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE86060597 and CE00100755, by failing to identify the Borough Administrator of Leonia Borough as the "Designated Complaint Officer" for the period of the franchise;
31. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE95010019, by failing to identify the Local Designee of Moonachie Borough as the "Designated Complaint Officer" for the period of the franchise;
32. that Time Warner failed to comply with the Board Order granting a Certificate of Approval in Docket No. CE86101161, by failing to identify the Municipal Complaint Officer per mayor and council of Palisades Park Borough as the "Designated Complaint Officer" for the period of the franchise; and
33. that Time Warner failed to comply in timely manner with the Board Order in Docket No. CO03100796, by failing to declare for the 2005 calendar year its intention in writing to the Director of the Office of Cable Television, no later than November 15, 2004, that it elects to operate under a billing detail wavier.

Without admitting to any violations, Time Warner submitted an Offer of Settlement concerning the alleged non-conforming practices which includes a monetary offer in the amount of \$72,700.00 in order to resolve all issues concerning the violations alleged by the Office. As part of its Offer of Settlement, Time Warner has also agreed to provide refunds to customers affected by outages which occurred during the fourth quarter 2003 through the fourth quarter 2004 and that lasted at least three (3) hours.

The Board has reviewed the matter and HEREBY FINDS that the Offer represents a reasonable settlement in view of the alleged violations. Therefore, the Board HEREBY ACCEPTS the Offer of Settlement proffered by Time Warner subject to the following provisions, conditions and/or limitations:

1. Time Warner shall tender \$72,700.00, payable to Treasurer, State of New Jersey, within fifteen (15) days of the Board's acceptance of the Offer of Settlement.
2. Time Warner shall, on an on-going basis, provide verified proof to the Office that all required quarterly and annual notices are sent to customers in accordance with N.J.S.A. 48:5A-26(c), N.J.A.C. 14:18-3.5 and N.J.A.C. 14:18-3.18 in the form of a true copy of the notices sent and proof of mailing the earlier of thirty (30) days of the completion of such notices or ten (10) days following the end of the quarter or annual period for which the notice was sent.
3. Time Warner shall provide verified proof, including, where appropriate, certifications of continued compliance, to the Office no later than October 1, 2007, that appropriate corrective action was implemented as of the date of its Offer of Settlement to:
 - a. ensure that going forward Time Warner files with the Board for its own use, an original and ten conformed copies of each pleading or other paper and amendment thereof as required by N.J.A.C. 14:17-4.2;
 - b. ensure that going forward Time Warner provides the Office with adequate notice of changes or additions to rates and or services by filing tariffs at least thirty (30) days prior to the effective date as required by N.J.A.C. 14:17-6.16 and N.J.A.C. 14:18-3.3(b) and (c);
 - c. ensure that going forward Time Warner maintains complete tariffs showing all rates, terms, and conditions of service and service packages and discloses same to customers as required by N.J.A.C. 14:18-3.3(d), N.J.A.C. 14:18-3.4, N.J.A.C. 14:18-3.16(a)1, N.J.S.A. 48:5A-11 and N.J.S.A. 48:5A-36(b);
 - d. ensure that going forward Time Warner provides all customers with quarterly notification of the availability of outage credits as outlined in N.J.A.C. 14:18-3.5, and required by N.J.A.C. 14:18-3.18(b)1;
 - e. ensure that going forward the appropriate corrective actions are implemented to include showing any other separate fees and provide a specific due date that is fifteen (15) days from the start of the billing cycle, on monthly billing statements as required by N.J.A.C. 14:18-3.7(a)9 and N.J.A.C. 14:18-3.9(a);
 - f. ensure that going forward that the appropriate corrective action is implemented to include providing customers fifteen (15) days' written notice prior to disconnection for non-payment and complying with the provision of a cable operator issuing a new notice of discontinuance prior to the service suspension when failing to act upon a prior notice of discontinuance within thirty (30) days of issuance as required by N.J.A.C. 14:18-3.9(b) and (d);
 - g. ensure that going forward Time Warner provides all customers with annual notice of the availability of parental lock devices as required by N.J.A.C. 14:18-3.14(a)1, N.J.A.C. 14:18-3.18(a)6 and 47 U.S.C. § 544(d)2;

- h. ensure that going forward Time Warner provides all customers with annual notice of the availability of hearing impaired devices, pursuant to N.J.A.C. 14:18-3.14(a)2 and N.J.A.C. 14:18-3.18(a)5;

ensure that going forward Time Warner provides and discloses to all customers an annual rate notice as required by N.J.A.C. 14:18-3.18(a) 1;

- j. ensure that going forward Time Warner provides all customers with an annual privacy notice as required by N.J.A.C. 14:18-3.18(a) 2, N.J.S.A. 48:5A-56(b) and 47 U.S.C. § 551(a) 1;

- k. ensure that the cost charged to customers for lost, stolen or damaged auxiliary equipment shall be in an amount not to exceed the actual cost, reasonable repair cost or the cable operator's actual replacement cost as required by N.J.A.C. 14:18-3.23(a);

ensure that going forward Time Warner provides all customers with quarterly notification of the complaint officer and the Office's toll free telephone number as required by N.J.A.C. 14:18-3.18(b)2 and N.J.S.A. 48:5A-26(c);

- m. ensure that going forward Time Warner files annual telephone system information reports with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.6;

- n. ensure that going forward Time Warner files quarterly telephone system performance reports with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.7;

- o. ensure that going forward Time Warner's customers have adequate access to company personnel by answering subscriber phone calls within the 30 second hold time as required by N.J.A.C. 14:18-7.8(a)2 and 47 C.F.R. §76.309(c);

- p. ensure that going forward Time Warner remits franchise fees to municipalities within the appropriate timeframe as required by N.J.S.A. 48:5A-30(a);

- q. ensure that going forward Time Warner files Form F-99 with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.1(b);

- r. ensure that going forward Time Warner files financial statements for the local company and stockholder's reports or S.E.C. Form 10-K, with the Office as required by N.J.A.C. 14:18-7.2 and N.J.S.A. 48:5A-44(c);

- s. ensure that going forward Time Warner files Form CATV-1 with the Office within the appropriate timeframe as required by N.J.S.A. 48:5A-34(a);

- t. ensure that going forward Time Warner provides customers with adequate information and assures that they are served under the most advantageous schedule by identifying specific rates and charges in its filed tariffs for premium channels and packages, as required by N.J.S.A. 48:5A-36(b); and

- u. ensure that going forward Time Warner complies with all terms and conditions of Orders and directives issued by this Board and the Director as required by N.J.S.A. 48:5A-9.

Additionally, the Board, HEREBY ORDERS that Time Warner shall submit a certified refund liability statement to the Office, verified by an Officer of the Corporation qualified to verify, within fifteen (15) days of the date of this Order, which shall at a minimum include, but not be limited to, the following items: (a) the date, duration, number of customers and areas affected in sufficient detail to identify specific customers affected for all outages that occurred during the fourth quarter 2003 through the fourth quarter 2004; (b) the amount of refund due for each outage incident, per customer; and (c) the total refund amount, both per customer and total.

The Board FURTHER ORDERS that Time Warner shall issue any refunds due its customers pursuant to the Board's approval of this Offer of Settlement within thirty (30) days after approval of its refund liability statement by the Office, and that Time Warner shall inform customers of the reason for the refunds. Said refunds shall be denominated "BPU Refund" on customers' bills.

Time Warner, within ten (10) days of the payment of the refunds to customers, is FURTHER ORDERED to notify the Board, in writing, of the date(s) said refunds were paid and the amounts refunded. The Board FURTHER ORDERS that Time Warner, within ten (10) days of effectuating the entire refund to its customers, certify in writing to the Office that the refunds have been completed and provide a final accounting by outage incident and total of all such refunds.

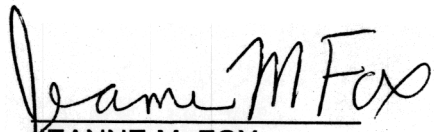
The Office will monitor Time Warner or its successor's future notice and filing requirements and procedures as set forth in the State Cable Television Act and the New Jersey Administrative Code.

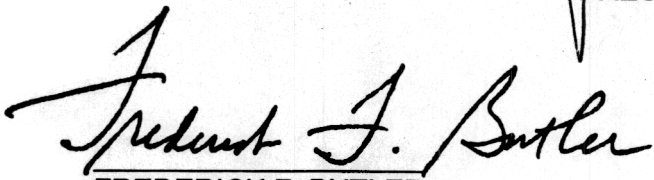
The Board's acceptance of the Offer of Settlement is for purposes of this proceeding only, addresses only those specific allegations and timeframes in the Offer of Settlement, and shall not be construed as limiting the Board's authority in any other matter affecting Time Warner or a successor company or operator.

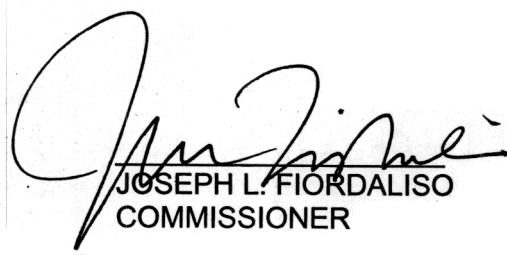
For purposes of assessing penalties for future offenses by Time Warner, their parents, affiliates, subsidiaries and successors that may now or in the future operate the cable television systems that are the subject of this Offer of Settlement, such future offenses shall be considered second or subsequent offenses, in accordance with N.J.S.A. 48:5A-51(b).

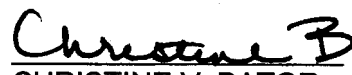
DATED: 8/1/07

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER

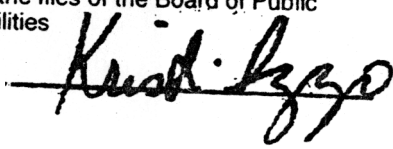

JOSEPH L. FIORDALISO
COMMISSIONER


CHRISTINE V. BATOR
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



**IN THE MATTER OF THE ALLEGED FAILURE OF TWFANCH-ONE CO., D/B/A TIME
WARNER CABLE TO COMPLY WITH PROVISIONS OF THE NEW JERSEY CABLE
TELEVISION ACT, N.J.S.A. 48:5A-1 et seq., AND/OR THE NEW JERSEY
ADMINISTRATIVE CODE, N.J.A.C. 14:18-1.1 et seq.**

OFFER OF SETTLEMENT

DOCKET NO. CO07030170

Brien Kelley, General Manger
Time Warner Cable
200 Roosevelt Place
Palisades Park, New Jersey 07650

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Office of Cable Television
Board of Public Utilities
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Please Reply to: Newark

June 28, 2007

Babette Tenzer, DAG
Department of Law and Public Safety
Division of Law
P.O. Box 45029
124 Halsey Street
Newark, New Jersey 07101

RECEIVED
DIVISION OF LAW
07 JUL 12 PM 2:44

**Re: In the Matter of the Alleged Failure of TWFanch-One Co., d/b/a Time Warner Cable to Comply with Provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq., the New Jersey Administrative Code, N.J.A.C. 14:17-1 et seq. and N.J.A.C. 14:18-1 et seq., and Certain Provisions of Certain Board Orders
Docket No. CO07030170**


Offer of Settlement

Dear Ms. Tenzer:

As you are aware, our office represents TWFanch-One Co., d/b/a Time Warner Cable ("Time Warner"). Pursuant to our recent conversation and my follow-up discussion with Amy Drummond, of the Office of Cable Television, I enclose herewith an executed Amended Offer of Settlement ("Offer") on behalf of Time Warner. The Offer incorporates those changes upon which we have agreed.

I thank you for your kind attention.

Very truly yours,


Dennis C. Linken

DCL:dp

enc.

cc: Celeste M. Fasone, Director (w/enc.)
William H. Furlong, Chief (w/enc.)
Amy Drummond, Senior Standards & Procedures Technician (w/enc.)

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF CABLE TELEVISION**

STRYKER, TAMS & DILL LLP
Two Penn Plaza East
Newark, New Jersey 07105
(973) 491-9500

Attorneys for
TWFanch-One Co., d/b/a Time Warner Cable

_____)	
IN THE MATTER OF THE ALLEGED)	
FAILURE OF TWFANCH-ONE CO., d/b/a)	AMENDED OFFER OF
TIME WARNER CABLE TO COMPLY WITH)	SETTLEMENT
PROVISIONS OF THE NEW JERSEY CABLE)	
TELEVISION ACT, <u>N.J.S.A. 48:5A-1 ET SEQ.</u>)	
THE NEW JERSEY ADMINISTRATIVE)	Docket No. CO07030170
CODE, <u>N.J.A.C. 14:17-1 ET SEQ.</u> AND <u>N.J.A.C.</u>)	
14:18-1 <u>ET SEQ.</u> AND CERTAIN PROVISIONS)	
OF CERTAIN BOARD ORDERS)	
_____)	

WHEREAS, TWFanch-One Co., d/b/a Time Warner Cable (“Time Warner” or the “Company”) owns and operates a cable television system in New Jersey (the “Bergen System”), pursuant to N.J.S.A. 48:5A-1 et seq.; and

WHEREAS, Time Warner is subject to the jurisdiction of the Board of Public Utilities (the “Board”) and the Office of Cable Television (“OCTV”), pursuant to the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq. (the “Act”), and the New Jersey Administrative Code, N.J.A.C. 14:17-1 et seq. and N.J.A.C. 14:18-1 et seq. (the “Regulations”); and

WHEREAS, New Jersey cable companies are required to comply with the provisions of the Act, the Regulations and Board Orders issued thereunder; and

WHEREAS, the OCTV has conducted an investigation with regard to Time Warner's compliance with the Act, the Regulations and Board Orders; and

WHEREAS, as a result of said investigation the OCTV has alleged that certain obligations imposed upon Time Warner under the Act, and the Regulations and certain Board Orders were not timely met and/or that Time Warner failed to adequately comply with such requirements; and

WHEREAS, while the Company may dispute some or all of the OCTV's allegations, it nevertheless wishes to amicably resolve the issues raised by the OCTV without the need for expensive and time-consuming litigation;

NOW, THEREFORE, Time Warner submits this Offer of Settlement as follows:

1. The OCTV has alleged that Time Warner has failed to comply with:
 - a. Regulations pertaining notification of changes in rates and/or services and the filing of revised tariffs.
 - b. Regulations pertaining to subscriber payments.
 - c. Act provisions and/or Regulations pertaining to forms to be filed with the Board and financial statements to be filed with the OCTV.
 - d. Regulations pertaining to telephone system reports and customer service standards.
 - e. Act provisions, Board Orders and/or Regulations pertaining to rates and service package components; tariffs, subscriber notices; franchise

fees; designated complaint officer; billing requirements; disconnection requirements; and cost of equipment lost, stolen or damaged.

2. Time Warner will pay to the State of New Jersey the sum of Seventy Two Thousand Seven Hundred Dollars (\$72,700.00) in full settlement of any violations or potential violations of the Act, the Regulations or Board Orders up to and inclusive of March 31, 2007 and which have been or could have been alleged by the Board or the OCTV against Time Warner. In addition, Time Warner shall provide a refund to all subscribers affected by outages that lasted at least three (3) hours which occurred between November 17, 2003 through December 31, 2004, subject to the requirement that the total credit shall be mutually agreed upon by both the OCTV and the company. Upon approval by the Board of this Offer of Settlement and payment as required hereinabove, the Board and the OCTV release Time Warner, its parents, affiliates, subsidiaries, and successors, from any and all liability with respect to such violations or potential violations.
3. Time Warner shall, on an on-going basis, provide verified proof to the Office that all required quarterly and annual notices are sent to subscribers in accordance with N.J.S.A. 48:5A-26(c), N.J.A.C. 14:18-3.5 and N.J.A.C. 14:18-3.18 in the form of a true copy of the notices sent and proof of mailing the earlier of thirty (30) days following the completion of the mailing of such notices or ten (10) days following the end of the quarter or annual period for which the notice was sent.

4. Recognizing but not withstanding the provisions of the foregoing paragraph Time Warner agrees to take the following actions: The Company will ensure that, to the best of its ability, going forward,

- a. Time Warner will file with the Board for its own use, an original and ten conformed copies of each pleading or other paper and amendment thereof as required by N.J.A.C. 14:17-4.2.
- b. Time Warner will provide the Office with adequate notice changes or additions to rates and or services by filing tariffs at least thirty (30) days prior to the effective date as required by N.J.A.C. 14:17-6.16 and N.J.A.C. 14:18-3.3(b) and (c).
- c. Time Warner will maintain complete tariffs showing all rates, terms, conditions of service and service packages and disclose same to their customers as required by N.J.A.C. 14:18-3.3(d), N.J.A.C. 14:18-3.4, N.J.A.C. 14:18-3.16(a)1, N.J.S.A. 48:5A-11 and N.J.S.A. 48:5A-36(b).
- d. Time Warner will show on its customer monthly billing statements any other separate fees and provide a specific due date that is fifteen (15) days from the start of the billing cycle, as required by N.J.A.C. 14:18-3.7(a)9 and N.J.A.C. 14:18-3.9(a).
- e. Time Warner will provide subscribers fifteen (15) days' written notice prior to disconnection for non-payment and comply with the provision of a cable operator issuing a new notice of discontinuance prior to the service suspension when failing to act upon a prior notice of

discontinuance within thirty (30) days of issuance as required by N.J.A.C. 14:18-3.9(b) and (d).

- f. Time Warner will provide all subscribers with annual and quarterly Customer Rights notices as required by N.J.A.C. 14:18-3.18.
- g. Time Warner will ensure the cost charged to customers for lost, stolen or damaged auxiliary equipment shall be in an amount not to exceed the actual cost, reasonable repair cost or the cable operator's actual replacement cost as required by N.J.A.C. 14:18-3.23(a).
- h. Time Warner will file annual telephone system information reports with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.6.
- i. Time Warner will file its quarterly telephone system performance reports with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.7.
- j. Time Warner will ensure subscribers have adequate access to company personnel by answering subscriber phone calls within the 30 second hold time as required by N.J.A.C. 14:18-7.8(a)2 and 47 C.F.R. §76.309(c).
- k. Time Warner will remit franchise fees to municipalities within the appropriate timeframe as required by N.J.S.A. 48:5A-30(a).
- l. Time Warner will file Form F99 with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.1(b).

- m. Time Warner will file financial statements for the local company and stockholder's report or S.E.C. Form 10-K, with the Office as required by N.J.A.C. 14:18-7.2 and N.J.S.A. 48:5A-44(c).
 - n. Time Warner will file Form CATV-1 with the Office within the appropriate timeframe as required by N.J.S.A. 48:5A-34(a).
 - o. Time Warner will provide its customers with adequate information and assure they are served under the most advantageous schedule by identifying specific rates and charges in its filed tariffs for premium channels and packages, as required by N.J.S.A. 48:5A-36(b).
 - p. Time Warner will comply with all terms and conditions of Orders and directives issued by this Board and the Director as required by N.J.S.A. 48:5A-9.
5. Any future repeated violation(s) of the provisions of the Act, the Regulations or a Board Order which are the subject of this Offer of Settlement shall be deemed a second or subsequent violation, as appropriate, pursuant to the provisions of N.J.S.A. 48:5A-51(b), for the purpose of determining the amount of any applicable penalty.
6. By executing this Offer of Settlement, Time Warner does not waive its right to seek relief from any of the obligations imposed by paragraph 4 above, (i) in the event that the law shall change, so as to impose a lesser or no standard upon TWC, and (ii) in the event that the Federal Communications Commission shall make a finding of "effective competition" with respect to TWC's Bergen System.

7. The execution of this Offer of Settlement shall neither be deemed an admission by Time Warner of any violation of the Act, the Regulations or any Board Orders nor a determination by the Board or the OCTV that such a violation has occurred.

BY: Dennis C. Linken
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Time Warner Cable

Dated: 6/28/07