



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center**  
**Newark, NJ 07102**  
**www.nj.gov/bpu/**

CABLE TELEVISION

IN THE MATTER OF THE ALLEGED FAILURE OF )  
TWFANCH-ONE CO., D/B/A TIME WARNER CABLE OF )  
NEW YORK AND NEW JERSEY, TO COMPLY WITH )  
CERTAIN PROVISIONS OF 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 A BOARD ORDER ) DOCKET NO. CO08100894

(SERVICE LIST ATTACHED)

BY THE BOARD:

TWFanch-One Co. d/b/a Time Warner Cable of New York and New Jersey ("Time Warner"), with its New Jersey principal office located at 200 Roosevelt Place, Palisades Park, New Jersey, 07650, is a cable television system operator which provides cable television services to New Jersey customers in fourteen (14) municipalities in Bergen and Hudson counties. The Board's Office of Cable Television ("Office"), Bureau of Inspection and Enforcement, uncovered a number of alleged 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 Administrative Code, N.J.A.C. 14:17-1 et seq. and N.J.A.C. 14:18-1 et seq., as more specifically set forth in Attachment 1 ("Schedule of Alleged Violations").

As a result of correspondence, telephone conversations and settlement conferences between Time Warner and the Office, Time Warner, on October 9, 2008, submitted an Offer of Settlement which includes an offer of \$25,000.00 to resolve all issues specifically alleged by the Office.

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 conditions:

- 1 Time Warner shall tender \$25,000.00, payable to "Treasurer, State of New Jersey", within fifteen (15) days of this Order.
- 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. The Board's prior Order in Docket No.

CO07030170 had the same required submission to the Office of these notices and the Board hereby reaffirms that requirement.

3. Time Warner shall provide to the Office by no later than January 7, 2009, verified proof, including, where appropriate, certifications of continued compliance, , that appropriate corrective action was implemented to ensure that:
  - a. Phone calls to Time Warner are answered within the thirty (30) second hold time as required by 47 C.F.R. §76.309(c) and N.J.A.C. 14:18-7.8(a) 2.
  - b. 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 are satisfied.

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.

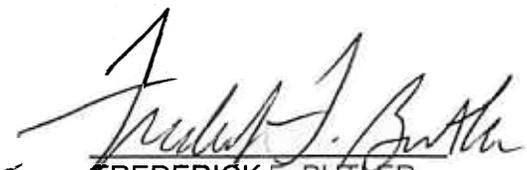
The Board's acceptance of the Offer of Settlement is for purposes of this proceeding only, addresses only those specific allegations and timeframes in the Offer of Settlement, and shall not be construed as limiting the Board's authority in any other matter affecting Time Warner or a successor company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

This Offer of Settlement does not include, and shall not have an impact upon, any party's allegations or claims as they apply to alleged violations of New Jersey's Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq. To the extent that there is a potential for liability on the part of Time Warner, its parents, affiliates, subsidiaries, and successors, as a result of alleged Underground Facility Protection Act violations, that liability will remain subject to enforcement or other Board appropriate action.

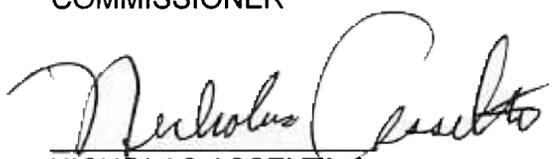
DATED: 11/7/08

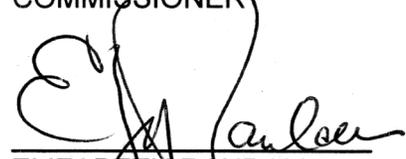
BOARD OF PUBLIC UTILITIES  
BY:

  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
NICHOLAS ASSELTA  
COMMISSIONER

  
ELIZABETH RANDALL  
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  
ADMINISTRATIVE CODE, N.J.A.C. 14:18-1.1 et seq.

OFFER OF SETTLEMENT

DOCKET NO. CO08100894

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**ATTACHMENT 1  
SCHEDULE OF ALLEGED VIOLATIONS**

**OFFER OF SETTLEMENT**

**DOCKET NO. CO08100894**

- 1 Time Warner failed to comply with the FCC Customer Service Standards (thirty (30) second hold time), pursuant to 47 C.F.R. §76.309(c) and N.J.A.C. 14:18-7.8(a) 2 for the third quarter of 2007 through the second quarter of 2008.
  
2. Time Warner Cable failed to comply with Board Order in Docket No. CO07030170, by failing to:
  - a) provide verified proof to the Office that its fourth quarter 2007 through second quarter 2008 quarterly notices had been 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 for which the notice was sent; and
  
  - b) certify 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:
    - 1) 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;
  
    - 2) 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);
  
    - 3) 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);
  
    - 4) 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;

- 5) 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);
- 6) 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);
- 7) 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;
- 8) ensure that going forward Time Warner provides all customers with annual notice of the availability of hearing impaired devices as required by N.J.A.C. 14:18-3.14(a)2 and N.J.A.C. 14:18-3.18(a)5;
- 9) 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;
- 10) 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;
- 11) 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);
- 12) 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);
- 13) 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;

- 14) 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;
- 15) 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);
- 16) 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);
- 17) 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);
- 18) 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);
- 19) 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);
- 20) 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
- 21) 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.

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

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of New York and New Jersey

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)  
IN THE MATTER OF THE ALLEGED )  
FAILURE OF TWFANCH-ONE CO., d/b/a ) OFFER OF SETTLEMENT  
TIME WARNER CABLE OF NEW YORK )  
AND NEW JERSEY, TO COMPLY WITH )  
CERTAIN PROVISIONS OF THE NEW ) Docket No. CO 08100894  
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 A )  
BOARD ORDER )  
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**WHEREAS**, TWFanch-One Co., d/b/a Time Warner Cable of New York and New Jersey (“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- 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 Regulations and a certain Board Order were not timely met and/or that Time Warner failed to adequately comply with such requirements; and

**WHEREAS**, while the Company disputes 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 to customer notices and a certain Board Order pertaining to certification regarding same; and
  - b. Regulations pertaining to telephone system reports and customer service standards.
2. Time Warner will pay to the State of New Jersey the sum of Twenty-five Thousand Dollars (\$25,000.00) in full settlement of any violations or potential violations of the Act, the Regulations or Board Orders up to and inclusive of June 30, 2008 and which have been or could have been alleged by the Board or the OCTV against Time Warner. 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. This Offer of Settlement does not include, and shall not have an impact upon, any party's allegations or claims, as they apply to alleged violations of New Jersey's Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq. To the extent that there is a potential for liability on the part of Time Warner, its parents, affiliates, subsidiaries, and successors, as a result of said alleged violations, if any, it will remain subject to enforcement or other Board appropriate action.
4. Time Warner agrees to take the following action: to the best of its ability, going forward,
  - a. it will ensure that 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); and
  - b. it will comply with all terms and conditions of Orders and directives issued by the 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 3 above, (i) in the event that the law shall change, so as to impose a lesser or no standard upon Time Warner, and (ii) in the event that the Federal Communications Commission shall make a finding of "effective competition" with respect to Time Warner'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  
Attorney for TWFanch-One Co., d/b/a  
Time Warner Cable of New York and New  
Jersey

Dated:

10/8/08