

during the term of the Contract will be added to the CPST and not to BST, NPT or MPT. On average (weighted by CPST subscribers), CPST service offered on the upgraded systems will contain at least 15 additional channels by the end of the Contract. TWC agrees to invest \$4 Billion in capital costs in connection with the upgrade of its cable systems. At least 60% of all capital expended in connection with the upgrade commitment described herein shall be applied for the benefit of BST and CPST subscribers. TWC has selected, and will select, its systems to be upgraded without discrimination based on socio-economic status.

**2. No Impairment Of Local Authority.**

Nothing herein shall restrict the legal authority of LFAs to negotiate upgrades for their particular franchise areas which exceed the scope of this Contract.

**3. Reporting Requirements.**

No later than 90 days following the end of each calendar year during all of which the Contract is in effect, and within 90 days following the end of the last month following expiration of this Contract other than calendar year end, TWC will provide a progress report to the FCC, for the year or such shorter period then ended during which this Contract was in effect, setting forth the extent of progress TWC has made to upgrade systems in compliance with Section III.F.1.; the number of BST and CPST subscribers benefitting from such upgrades; system reliability and service improvements resulting from such upgrades completed during the previous calendar year; and TWC's projected system upgrade activities during the following year of the Contract. Such report will be served on each LFA. The FCC reserves the right to inspect the books and records of TWC and interview corporate employees for the purpose of determining compliance with this Contract.

4. CPST Rates Subject To Price Cap.

a. Beginning January 1, 1996, TWC will be permitted to increase the monthly rates for the most highly penetrated CPST on each of its systems by \$1.00 during each year of this Contract. These rate increases have been established at a level designed to recover solely those costs allocable to BST and CPST subscribers.

b. During the life of this Contract, the only other permitted increases to CPST rates will be for inflation and increases in external costs. In particular, during the term of this Contract, TWC will not avail itself of any additional per-channel adjustment permitted by the Going Forward Rules for any programming services added to the CPST after the Effective Date hereof. Except as to TWC systems which had already commenced a roll out of the addition of channels to CPST and associated per channel adjustments pursuant to the Going Forward Rules prior to the Publication Date, any per channel adjustments implemented pursuant to the Going Forward Rules by any TWC systems for services added by such systems after the Publication Date, but prior to the Effective Date, shall be netted against the initial CPST adjustment authorized by Section III.F.4.a. above. Upon implementation of any such initial CPST adjustment, net of any per channel adjustment taken by such TWC systems which have added services after the Publication Date, such TWC systems will be allowed to concurrently adjust CPST rates to reflect any license fees not already passed through to subscribers associated with any such services added to such systems after the Publication Date. TWC will not seek to pass through to subscribers any additional capital costs relating to the upgrade requirement in this Contract pursuant to any provision of the Commission's rules, including, but not limited to, any rules or policies adopted by the Commission relating to the pass through of external costs, upgrade

incentives, or cost-of-service. TWC reserves the right to seek to pass through additional capital costs associated with any upgrades specified by any franchise agreement, local law, regulation or ordinance which exceed the requirements of this Contract. Nothing herein shall affect the ability of TWC to implement any New Product Tier ("NPT"), add channels to any such NPT, or establish rates for any such NPT, subject to the FCC Going Forward Rules, or to implement any MPT permitted by the terms of this Contract.

**5. Failure To Meet Target.**

If TWC fails to meet the upgrade requirement so as to provide the bandwidth capacities described in Section III.F.1. of this Contract within the term provided for therein, the then existing CPST subscribers to the cable systems as to which such commitment has not been met will be entitled to refunds (in the form of prospective bill credits) of the increases (net of inflation and external cost adjustments) in CPST rates taken under Section III.F.4.a. of this Contract, plus interest computed in accordance with FCC requirements for subscriber refunds, and a liquidated damages penalty of 15% of such refund amount.

**6. Adjustments To Systems Subject To Contract.**

a. TWC shall include any cable systems acquired from CVI within the provisions of this Contract, provided that the CPST settlement provisions of this Contract shall not apply until any applicable settlements are mutually agreed upon between TWC and the Commission. Addition of any other TWC systems within the provisions of this Contract shall be subject to FCC approval, which will be expeditiously decided and not be unreasonably withheld. Each LFA representing any such system to be added to the provisions of this Contract shall be served with a copy of the Contract and shall be afforded a 45-day opportunity to opt out of the lifeline BST provisions in accordance with Section

III.A.1.a. of this Contract. The provisions of this Contract will become effective as to any such additional system upon such notification to affected LFAs, which date shall become the Publication Date as to such system, and the provisions of this Contract shall extend for a period of five years from that date.

b. In the event of a sale of any system during the period of applicability of this Contract, the purchaser may elect, with the concurrence of the FCC, for the provisions of this Contract to continue to apply to such system. Such FCC concurrence shall be expeditiously decided and not be unreasonably withheld. In the event the purchaser elects not to have the provisions of this Contract apply to any such system, the CPST subscribers to such system shall be eligible for the refunds calculated pursuant to Section III.F.5. in the event the upgrade commitment described in Section III.F.1. has not been completed prior to the consummation of such sale.

c. The upgrade capital costs set forth in Section III.F.1. of this Contract shall be adjusted, as mutually agreed to by TWC and the Commission, to reflect any addition or deletion of systems subject to this Contract. The approval from the Commission of such adjustment shall be expeditiously decided and not be unreasonably withheld.

**G. BST And CPST Rate Stability.**

1. In the event the FCC establishes regulations allowing annual adjustments to BST and CPST rates, with procedures designed to reduce regulatory lag, TWC agrees to be bound by such regulations and to elect to adjust BST and CPST rates on an annual basis pursuant to such regulations, provided, however, TWC shall not be delayed

in implementing its annual adjustments to CPST rates as set forth in Section III.F.4. due to regulatory lag related to the BST rate approval process.

2. TWC will not elect to file cost-of-service showings to justify BST or CPST rate levels above the level authorized by this Contract for any system subject to this Contract for the term hereof.

**H. Additional Consumer Benefits.**

**1. Service To Public Schools.**

a. TWC shall offer service connections at one outlet in 100% of the public schools (Grades K-12) located within 200 feet from the activated plant of its cable systems. Such connections will be made free of charge and as promptly as possible to all such schools requesting connections. TWC will offer such service connections to any other such public schools located within its franchised service areas at Cost. If any internal wiring installation is requested to serve additional outlets in such schools, it will be provided at TWC's Cost of materials and labor at the applicable Hourly Service Charge; provided, however, that such internal wiring will be provided without charge if TWC is able to coordinate with other comparable electrical wiring installation in cases of new construction or substantial rehabilitation of existing schools. Any such public school may elect to install its own internal wiring and to bear the cost thereof. BST and CPST service will be provided to each outlet in such schools free of any charges.

b. TWC shall offer service connections, including any requested internal wiring for additional outlets, at Cost to any private Secondary School, as defined by, and which receives funding pursuant to, Title 1 of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 241a et seq., and which is located within 200 feet from the

activated plant of its cable systems. BST and CPST service will be provided to each outlet in such schools free of any charges. TWC will offer such service connections to any other such private Secondary Schools located within its franchised service areas at Cost. Any such private Secondary School may elect to install its own internal wiring and to bear the cost thereof.

c. TWC will provide a free monthly educational program listing to each connected school. Additional copies of such program listings will be provided, if requested by a school, at Cost. Such educational program listing will identify and describe programming on the TWC system that is appropriate for use in the classroom and will provide suggested curriculum support ideas.

d. TWC will develop and provide to connected schools materials for teachers that explain the educational applications of TWC's broadband cable systems. The materials will include a self-explanatory notebook and video. One copy of such materials will be provided at no charge to all school districts with connected schools in franchise areas served by TWC. Additional copies of such materials will be provided, upon request, at Cost.

e. Upon successful development by TWC and Time Inc. of an on-line service for personal computers, TWC will provide each connected school with a free connection to this on-line service to the extent it is available on the local TWC cable system. Upon request, each connected school will receive one free modem and free access to the TWC/Time Inc. on-line service for use during the school year. Additional modems will be made available, upon request, at Cost. Free access to the TWC/Time Inc. on-line service will be provided through each such modem for use during the school year. In addition,

TWC will sponsor a workshop in each franchise area to educate teachers about the TWC/Time Inc. on-line service and to provide them with an opportunity for hands-on training.

f. To the extent a local franchise agreement contains an obligation to provide connections to schools as agreed to herein, TWC agrees not to seek to recover any such costs for these connections as external or other costs.

**2. Home Wiring.**

a. Prior to a customer's termination of cable service, TWC will not restrict the ability of a customer to remove, replace, rearrange or maintain any cable wiring located within the interior space of the customer's dwelling unit, so long as such actions do not interfere with the ability of such TWC system to meet FCC technical standards or to provide services to, and collect associated revenues from, that customer or any neighboring customer in a multiple dwelling context.

b. TWC will provide customers with a notification upon commencement of service, and annually thereafter, advising them of their rights relating to home wiring. Such notice will advise customers that they may either (i) remove, replace, rearrange or maintain the home wiring themselves, (ii) select a qualified third party contractor, or (iii) request the TWC system provide such service at standard hourly installation rates, plus materials at Cost.

c. Such notice will inform customers that if any home wiring is improperly installed or rearranged by anyone other than TWC, and any harmful or improper signal leakage occurs as a result, the customer may be held responsible for the Cost of

rectifying the problem. Pursuant to FCC rules, TWC recognizes that it is required to terminate service to any location where signal leakage problems are not corrected.

d. TWC customers will be encouraged to use high quality home wiring materials to avoid signal leakage and to maintain signal quality. Such notice will offer to supply such materials to subscribers at Cost.

e. TWC will provide a model of this notice to the FCC for approval prior to its dissemination to its customers, such approval not to be unreasonably withheld.

**I. Miscellaneous Provisions.**

**1. Modification And Termination.**

a. Except as otherwise provided herein, this Contract may not be terminated or modified without the mutual agreement of TWC and the Commission.

b. TWC may petition the Commission to modify or terminate this Contract based on any relevant change in applicable laws, regulations or circumstances. TWC will serve a copy of any such modification or termination petition, and the FCC Public Notice relating thereto, on the LFAs for the affected systems. In no event shall TWC be required to make more than one mailing to each LFA for any given modification or termination request. Interested persons will have 30 days after the FCC releases an appropriate Public Notice to comment and 15 days for reply comments before the FCC acts on any such TWC petition. The FCC's consent to any such termination or modification petition shall be demonstrated by an order issued by the FCC's Cable Services Bureau or at the FCC's option by the Commission itself. The FCC shall act expeditiously on such petition and grant of the petition shall not be unreasonably withheld.

c. In the event of any changes to the provisions of the Act or any material changes to the FCC rules thereunder relating to rates (BST, CPST or equipment) that are favorable to TWC, any TWC system may elect to be relieved from the relevant rate provisions (Sections III.A.2., III.A.3., III.B., III.D., III.F.4. and III.G.) of this Contract accordingly, but shall remain bound by all other provisions of this Contract. In the event any such system elects to be relieved from such contract provisions in favor of such favorable regulatory provisions such system will only be allowed to recover any incremental amount that results under such favorable regulatory provisions in excess of any amount already recovered pursuant to Section III.F.4.a. of this Contract. Nothing herein shall restrict the ability of any TWC system to adjust CPST rates in the event CPST rates are not regulated based upon changes to the Act or FCC regulations.

d. The Commission expressly recognizes that TWC has relied on the current federal law and FCC regulations governing cable television programming and rates in entering into this Contract, and that the Contract represents an accommodation between the FCC and TWC that generates substantial public interest benefits. Consequently, the Commission agrees not to find any CPST or equipment rate adjustments implemented in accordance with this Contract to be "unreasonable" under any subsequently-modified FCC regulations or under any subsequently-modified applicable statute, to the extent the Commission has discretion under such statute in determining whether any such rate adjustments are unreasonable.

2. Authority To Enforce Contract.

a. Nothing in this Contract shall restrict the ability of LFAs to enforce the provisions of otherwise valid local franchise agreements, local laws, regulations

and ordinances that are not the subject of or affected by the terms of this Contract, except that LFAs may not regulate rates or order refunds for the services and equipment subject to this Contract except in accordance with the terms of this Contract. Nothing herein shall affect the enforceability of any otherwise valid preexisting local franchise agreement, ordinance, local law or regulation which provides benefits which exceed those provided in this Contract relating to system upgrades or the wiring of schools, nor shall LFAs be restricted in their authority to negotiate for such additional benefits after the Effective Date of this Contract. It is not the intent of either the FCC or TWC that this Contract create any judicially enforceable rights in any other parties. This Contract shall be enforceable against TWC by the FCC exclusively and no other party may seek to enforce this Contract as a third party beneficiary or otherwise, except that subscribers to TWC systems which increase their CPST rates will still have the right to file complaints with the FCC to the extent permitted under applicable FCC rules.

b. For purposes of the Commission's authority to enforce any provision of this Contract against TWC, including enforcement actions brought in U.S. District Court, TWC agrees that any breach of this Contract by TWC shall be considered the equivalent of a violation of an order of the FCC, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order. However, aside from this limited purpose, TWC and the FCC agree that a breach of this Contract by TWC is not to be considered by any other party as the equivalent of a violation of an otherwise-valid FCC regulation or FCC order. In particular, any failure to comply with this Contract shall not be a basis for any denial of a franchise renewal by, or other enforcement action of, any LFA.

3. All Necessary Waivers And Preemptions Deemed Granted.

a. In addition to the specific waivers of the Commission's rules identified in the Contract, the Commission order adopting this Contract shall affirmatively state that any and all waivers of the Commission's rules, and any and all modifications to Commission forms, necessary to effectuate the terms of this Contract are deemed to be granted thereby. The Commission finds that the concurrent exercise of non-federal regulatory authority over the subject matter of this Contract is an impermissible interference with the FCC's regulatory authority and with its ability to accomplish its objectives in entering into this Contract. Accordingly, the Commission hereby expressly preempts any state or local law, regulation, ordinance or franchise that is inconsistent or conflicts with this Contract. The Commission will not assert in any proceeding that TWC's compliance with the terms of the Contract violates any Commission rule or order and, in any proceeding before the Commission brought by a third party, a showing by TWC that it has complied with the terms of the Contract shall constitute a defense to any claim that TWC's actions in meeting the terms of the Contract constitute a violation of any applicable Commission rule or order.

b. CPST rate increases referenced in Section III.F.4. of this Contract will not be subject to prior FCC approval pursuant to Section 76.960 of the FCC rules or otherwise, even if an adverse decision has been issued by the FCC as to any TWC CPST rate in the year prior to the Publication Date. Subscribers to TWC systems which increase their CPST rates still have the right to file complaints with the FCC to the extent permitted under applicable FCC rules.

4. Effect On Other Proceedings.

a. The Commission agrees that it will not institute, on its own motion, any proceedings against TWC based upon the information obtained during the consideration of the Contract. In addition, in the absence of additional facts, the Commission agrees that any allegations and other circumstances involved in consideration of this Contract or settlement of the pending rate cases will not be used against TWC with respect to any future proceedings at the Commission. Nor may they be used against TWC as evidence of any refund liability due subscribers in any proceeding conducted by any LFA.

b. This Contract is intended to resolve the CPST complaints being settled in accordance with Section III.C.; to provide certainty regarding the CPST rate adjustments determined to be reasonable in accordance with Section III.F.4., and to otherwise cover those matters expressly set forth herein. The Commission and TWC acknowledge the existence of various lawsuits to which they are both parties. The Commission and TWC agree that this Contract shall have no effect on any pending lawsuit to which TWC is a party or, subject to Section III.I.7., on any future challenges to the Commission's regulatory authority that TWC may elect to initiate, other than a challenge to the Commission's regulatory authority to enter into and enforce this Contract.

c. The Commission expressly recognizes that this Contract is of limited duration and scope, and may be modified or terminated before its term has ended as provided for in Section III.I.1. of this Contract. Accordingly, the Commission and TWC agree that this Contract does not moot any legal challenge or defense relating to any provision of the Act or to the Commission's regulatory authority that TWC has brought or may bring in the future, other than a challenge to the Commission's regulatory authority to

enter into and enforce this Contract. The Commission will not seek to dismiss any such legal challenge on grounds that this Contract renders such challenge moot and will actively oppose any assertion in court that this Contract moots any such challenge.

**5. No Admission Of Wrongdoing.**

This settlement is without a finding by the Commission of any wrongdoing by TWC or any of its systems, subsidiaries or affiliates. Neither this Contract nor any aspect of the settlement contained herein constitutes an admission by TWC of any violation of, or failure to conform to or comply with, any law, rule or policy applicable to TWC or any of its systems, subsidiaries or affiliates.

**6. Contract In Public Interest.**

In consideration of the Commission entering into this Contract, and resolving and terminating pending CPST cases and complaints in accordance with the terms of this Contract, TWC hereby agrees to the terms, conditions and procedures contained in this Contract. TWC and the Commission each acknowledge that it believes this Contract, and the terms, conditions and procedures hereof, provide for and will facilitate a fair and expeditious resolution of the cases and complaints that are the subject hereof in a manner that serves the public interest.

**7. Legal Challenges.**

a. TWC waives any right it may have to any judicial review or appeal, or any other right to otherwise challenge or contest the validity of any order by the Commission adopting this Contract, or to use this Contract as evidence in any such proceeding. TWC agrees that the provisions of this Contract shall be incorporated by reference in the Commission's order formally approving this Contract. TWC and the

Commission agree that they will each actively defend, before any forum, any Commission order adopting the provisions of this Contract against any appeal of or other legal challenge by any third party to any such order. TWC and the Commission each agree that they will reasonably cooperate with the other in any such defense of the Contract and any such order.

b. If the Commission, or the United States on behalf of the Commission, brings an action in any United States District Court to enforce the terms of any Commission order adopting this Contract, TWC agrees, subject to the terms of the immediately preceding paragraph, that it will not contest the validity of such Commission order, or the Commission's authority to enter into the Contract. TWC reserves the right, in defense of such an enforcement action, to demonstrate that it has complied with the provisions of the Contract or to assert its own interpretation regarding any performance obligations imposed by the Contract which may be subject to dispute.

8. **Effective Date And Term.**

a. The term of this Contract shall commence on the Effective Date and, subject to Section III.I.1. above regarding modification and termination and Section III.F.6. above regarding adjustments to systems covered, shall continue in effect for five (5) years.

b. TWC and the Commission agree to execute this Contract as of the Effective Date promptly upon issuance by the Commission of an order approving this Contract.

c. The Commission and TWC expressly acknowledge and agree that the effectiveness of this Contract is contingent upon resolution and termination of TWC's CPST proceedings; issuance by the Commission of an order approving the Contract, and

TWC's compliance with the terms, conditions, and procedures set forth in the Contract. If this Contract is not approved by Commission order and accepted by TWC, or if the Contract is otherwise rendered invalid, in whole or in part, by final order of any court of competent jurisdiction, the Contract or such part may not be used in any fashion by the FCC in any legal proceeding.

d. TWC may commence any necessary or appropriate actions to initiate the rate adjustment processes embodied in this Contract at any time after the Effective Date, provided, however, as to any system listed on Appendix A, TWC shall not implement any rate adjustment pursuant to Section III.F.4.a. of this Contract unless the Refund provided for in Section III.E. has been issued as to such system, or the issuance of such Refund begins simultaneously with such rate adjustment. All Refunds will be issued within six months of the first rate adjustment implemented pursuant to Section III.F.4.a. To facilitate prompt initiation of the refunds and rate adjustments authorized by this Contract, any local franchise agreement or any state or local law or regulation is preempted on a one-time basis to the extent that it requires TWC to give advance notice of rate and service changes to subscribers. Such notice shall be provided by the best means practicable, such as newspaper announcements and/or on-screen messages. Such preemption shall be limited to the period prior to February 1, 1996. If TWC is unable to commence implementation of such refunds and rate adjustments by January 1, 1996, but commences such implementation on or before February 1, 1996, it shall provide at least thirty days notice to LFAs and subscribers. If any subscribers cancels his or her subscription to the relevant CPST within thirty days after the date of the first bill reflecting the CPST adjustment authorized by this Contract, TWC will refund to that subscriber the incremental amount attributable to such increase.

**9. Public Notice.**

The Commission will issue promptly a Public Notice in which the Commission proposes to adopt the Contract as a final order, and shall provide interested parties with thirty (30) days to comment on the Contract and an additional fifteen (15) days in which to file reply comments.

**10. Force Majeure.**

TWC shall not be deemed in breach of its commitments under this Contract in the event of any delay or failure in performance by any TWC system from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, unusually severe weather conditions, or inability to secure local permits after all diligent efforts by TWC to secure such permits.

**11. Severability.**

If any provision, clause or part of this Contract is invalidated by order of any court having proper jurisdiction over the subject matter of this Contract, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect; provided, however, that, if either party reasonably determines that such invalidation is material to this Contract, the parties shall negotiate in good faith to reconstitute the Contract in a form that is, to the maximum extent possible, consistent with both the original intent of both parties in entering into this Contract and the rationale of such invalidation order.

12. Entire Understanding.

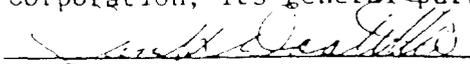
This Contract and its appendices, as either or both may be amended in accordance with the terms herein, constitute the entire agreement between TWC and the Commission with respect to the subject matter of this Contract and supersede all prior agreements and understandings, whether oral or written, between TWC and the Commission with respect to the subject matter of this Contract. No representation, warranty, promise, inducement, or statement of intention has been made by TWC or the Commission which is not embodied in this Contract, and neither party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement, or statement of intention not embodied in this Contract or its appendices.

IN WITNESS WHEREOF, this Social Contract has been duly executed and delivered by or on behalf of the parties hereto as of the Effective Date as defined herein.

**TIME WARNER ENTERTAINMENT COMPANY, L.P.**

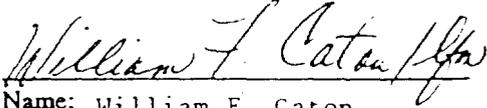
By: American Television and Communications Corporation, its general partner

By:

  
Name: James H. Doolittle  
Title: Vice President

**FEDERAL COMMUNICATIONS COMMISSION**

By:

  
Name: William F. Caton  
Title: Acting Secretary

**TWI CABLE INC.**

By:

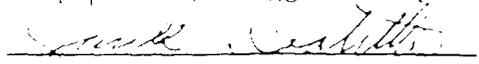
  
Name: Marc Apfelbaum  
Title: Vice President

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

By: Time Warner Entertainment Company, L.P.  
Managing Partner

By: American Television and Communications Corporation, its general partner

By:

  
Name: James H. Doolittle  
Title: Vice President



APPENDIX A

<u>COMMUNITY</u>	<u>CUID</u>	<u>REFUND</u>
Rockledge . . . . .	FL0007 . . . . .	\$5,171
Indian Harbor Beach . . . . .	FL0009 . . . . .	2,384
Melbourne . . . . .	FL0013 . . . . .	14,362
Melbourne . . . . .	FL0014 . . . . .	30,759
Volusia County . . . . .	FL0015 . . . . .	12,505
Palm Bay* . . . . .	FL0017 . . . . .	89,135
West Melbourne . . . . .	FL0021 . . . . .	2,198
Cape Canaveral . . . . .	FL0163 . . . . .	1,557
Melbourne . . . . .	FL0165 . . . . .	717
Orlando . . . . .	FL0181 . . . . .	18,770
St. Petersburg . . . . .	FL0196 . . . . .	63,508
Brooksville . . . . .	FL0240 . . . . .	3,270
Orlando . . . . .	FL0252 . . . . .	34,089
Lakeland . . . . .	FL0290 . . . . .	6,200
Brooksville . . . . .	FL0312 . . . . .	6,500
Brooksville . . . . .	FL0314 . . . . .	8,217
Sandford . . . . .	FL0322 . . . . .	14,787
Brooksville . . . . .	FL0597 . . . . .	3,107
Bellevue . . . . .	FL0622 . . . . .	7,763
Salem . . . . .	MA0063 . . . . .	11,274
Melrose . . . . .	MA0097 . . . . .	5,080
Stoneham . . . . .	MA0101 . . . . .	322
Kansas City . . . . .	MO0198 . . . . .	78,801
Jackson* . . . . .	MS0080 . . . . .	164,400
Clinton* . . . . .	MS0128 . . . . .	54,208
Salisbury, including: . . . . .	NC0015 . . . . .	22,981
East Spencer . . . . .	NC0285 . . . . .	
Spencer . . . . .	NC0158 . . . . .	
Granite Quarry . . . . .	NC0407 . . . . .	
Rowan County (central) . . . . .	NC0385 . . . . .	
Rockwell . . . . .	NC0677 . . . . .	
Faith . . . . .	NC0676 . . . . .	
Cleveland . . . . .	NC0574 . . . . .	
Wilmington, including: . . . . .	NC0016 . . . . .	106,115
Wrightsville Beach . . . . .	NC0041 . . . . .	
New Hanover County . . . . .	NC0140 . . . . .	
Leland . . . . .	NC0695 . . . . .	
Navasa . . . . .	NC0692 . . . . .	
Shelby, including: . . . . .	NC0027 . . . . .	20,516
Cleveland County . . . . .	NC0279 . . . . .	
Polkville . . . . .	NC0521 . . . . .	

\*CPST rate reduction required.

<u>COMMUNITY</u>	<u>CUID</u>	<u>REFUND</u>
Patterson Springs . . . . .	NC0522	
Lawndale . . . . .	NC0523	
Fallston . . . . .	NC0524	
Boiling Springs . . . . .	NC0529	
Grover . . . . .	NC0694	
Earl . . . . .	NC0693	
Waco . . . . .	NC0756	
Lattimore . . . . .	NC0757	
Moorestown . . . . .	NC0816	
Belwood . . . . .	NC0839	
Casar . . . . .	NC0843	
Wilmington-Southport, including: . . . . .	NC0167	29,732
Caswell Beach . . . . .	NC0228	
Holden Beach . . . . .	NC0294	
Long Beach . . . . .	NC0227	
Ocean Isle Beach . . . . .	NC0270	
Yaupon Beach . . . . .	NC0172	
Boiling Springs Lakes . . . . .	NC0862	
Brunswick County . . . . .	NC0229	
Morehead City, including: . . . . .	NC0168	39,706
Atlantic Beach . . . . .	NC0197	
Beaufort . . . . .	NC0196	
Cape Carteret . . . . .	NC0200	
Cedar Point . . . . .	NC0815	
Cartaret-County . . . . .	NC0202	
Emerald Isle . . . . .	NC0199	
Newport . . . . .	NC0201	
Pine Knoll Shores . . . . .	NC0198	
Swansboro . . . . .	NC0203	
Indian Beach . . . . .	NC0282	
Onslow County . . . . .	NC0384	
Craven County . . . . .	NC0205	
Havelock . . . . .	NC0170	
Maysville . . . . .	NC0585	
Pollocksville . . . . .	NC0583	
Jones County . . . . .	NC0584	
Kannapolis, including: . . . . .	NC0193	41,358
Cabarrus County . . . . .	NC0174	
China Grove . . . . .	NC0284	
Concord . . . . .	NC0173	
Harrisburg . . . . .	NC0287	
Landis . . . . .	NC0288	
Rowan County . . . . .	NC0194	
Mt. Pleasant . . . . .	NC0455	

<u>COMMUNITY</u>	<u>CUID</u>	<u>REFUND</u>
Albemarle, including:	NC0286	15,990
Stanly County	NC0515	
Norwood	NC0519	
Mt. Gilead	NC0530	
Locust	NC0518	
Richfield	NC0508	
Oakboro	NC0517	
New London	NC0507	
Stanfield	NC0520	
Mecklenburg, including:	NC0405	121,204
Charlotte	NC0755	
Mint Hill	NC0504	
Pineville	NC0505	
Matthews	NC0691	
Weddington	NC0720	
Lancaster County	SC0372	
Cabarrus County	NC0174	
Wilmington-Burgaw, including:	NC0408	8,719
Pender County	NC0409	
Weddington	NC0720	3,042
Lincoln	NE0032	233,263
Nashua	NH0034	60,935
Fort Lee, including:	NJ0082	129,719
Cliffside Park	NJ0232	
Edgewater	NJ0092	
Englewood	NJ0251	
Englewood Cliffs	NJ0208	
Fairview	NJ0253	
Guttenberg	NJ0338	
Leonia	NJ0431	
Little Ferry	NJ0339	
Moonachie	NJ0427	
Palisades Park	NJ0252	
Ridgefield	NJ0203	
Ridgefield Park	NJ0254	
Teterboro	NJ0484	
Upper Manhattan*	NY0104	599,837
Binghamton, including:	NY0133	219,198
Town of Binghamton	NY0132	
Chenango	NY0134	
Conklin	NY0135	
Dickinson	NY0136	
Fenton	NY0137	
Kirkwood	NY0139	

\*CPST rate reduction required.

COMMUNITY

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REFUND

Maine . . . . .	NY0251	
Nanticoke . . . . .	NY0983	
Owego . . . . .	NY0403	
Union . . . . .	NY0402	
Vestal . . . . .	NY0260	
Newark Vly . . . . .	NY1650	
Endicott . . . . .	NY0249	
Johnson City . . . . .	NY0138	
Port Dickinson . . . . .	NY0140	
Lower Manhattan . . . . .	NY0234	180,360
Colonie . . . . .	NY0336	4,219
Albany . . . . .	NY0338	6,141
E. Syracuse, including: . . . . .	NY0329	300,822
Brutus . . . . .	NY0955	
Town of Camillus . . . . .	NY0333	
Town of Cato . . . . .	NY1501	
Cicero . . . . .	NY0372	
Clay . . . . .	NY0373	
De Witt . . . . .	NY0328	
Town of Elbridge . . . . .	NY0883	
Geddes . . . . .	NY0327	
Ira . . . . .	NY1504	
LaFayette . . . . .	NY0881	
Lysander . . . . .	NY1367	
Town of Manlius . . . . .	NY0330	
Town of Marcellus . . . . .	NY0847	
Mentz . . . . .	NY1366	
Onondaga . . . . .	NY0707	
Otisco . . . . .	NY1533	
Pompey . . . . .	NY1057	
Salina . . . . .	NY0346	
Skaneateles . . . . .	NY1211	
Town of Tully . . . . .	NY1368	
Van Burken . . . . .	NY0715	
Village of Camillus . . . . .	NY0334	
Village of Cato . . . . .	NY1503	
Village of Elbridge . . . . .	NY0884	
Fayetteville . . . . .	NY0332	
Jordan . . . . .	NY0882	
Liverpool . . . . .	NY0326	
Village of Manlius . . . . .	NY0369	
Village of Marcellus . . . . .	NY0848	
Meridian . . . . .	NY1502	
Minoa . . . . .	NY0331	
N. Syracuse . . . . .	NY0546	
Phoenix . . . . .	NY0720	

<u>COMMUNITY</u>	<u>CUID</u>	<u>REFUND</u>
Port Byron . . . . .	NY0981	
Solvay . . . . .	NY0671	
Village of Tully . . . . .	NY1194	
Weedsport . . . . .	NY0915	
Troy, including: . . . . .	NY0352	182,844
Cohoes . . . . .	NY0582	
Mechanicville . . . . .	NY0643	
Brunswick . . . . .	NY0509	
Clifton Park . . . . .	NY0668	
E. Greenbush . . . . .	NY0596	
Halfmoon . . . . .	NY0742	
Pittstown . . . . .	NY1534	
Town of Schaghticoke . . . . .	NY0796	
Town of Stillwater . . . . .	NY0836	
Town of Waterford . . . . .	NY0589	
Village of Schaghticoke . . . . .	NY0996	
Village of Stillwater . . . . .	NY0837	
Valley Falls . . . . .	NY1167	
Village of Waterford . . . . .	NY0588	
Penfield . . . . .	NY0414	6,662
Gates . . . . .	NY0415	5,089
Greece . . . . .	NY0416	21,079
Rochester . . . . .	NY0769	42,908
Ogden . . . . .	NY1062	2,704
Brooklyn/Queens* . . . . .	NY1340, 1280, 1281, 1402	1,210,552
Irondequoit . . . . .	NY0751	13,789
Perinton . . . . .	NY0413	9,787
Brighton . . . . .	NY0764	8,071
Columbus . . . . .	OH0239	32,330
Westerville . . . . .	OH0517	3,727
Columbus . . . . .	OH0532	1,703
Reading . . . . .	PA0006	34,753
Shillington . . . . .	PA0011	1,821
Monroeville* . . . . .	PA1775	25,324
Florence, including: . . . . .	SC0015	97,072
Darlington . . . . .	SC0014	
Darlington County . . . . .	SC0115	
Florence County . . . . .	SC0057	
Quinby . . . . .	SC0191	
Timmonsville . . . . .	SC0192	
Sumter, including: . . . . .	SC0017	58,020
Shaw AFB . . . . .	SC0102	
Sumter County . . . . .	SC0116	

\*CPST rate reduction required.

COMMUNITY

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REFUND

Pinewood . . . . .	SC0390	
Mayesville . . . . .	SC0431	
Austin . . . . .	TX0029 . . . . .	111,633
Wichita Falls . . . . .	TX0483 . . . . .	16,033
Leander . . . . .	TX1422 . . . . .	7,533
Reston . . . . .	VA0046 . . . . .	17,421
Williamsburg* . . . . .	VA0074 . . . . .	23,940
Green Bay . . . . .	WI0234 . . . . .	37,857
Greenfield . . . . .	WI0323 . . . . .	4,903
Hale's Corner . . . . .	WI0420 . . . . .	1,823
Charleston . . . . .	WV0104 . . . . .	<u>5,762</u>
		\$4,768,081

\*CPST rate reduction required.

28381.51

## APPENDIX B

### REGIONAL EQUIPMENT AREAS

Appleton/Green Bay, WI  
Bakersfield, CA  
Birmingham, AL  
Boston, MA  
Eastern Pennsylvania Division  
Florida Divisions  
Hawaii Division  
Illinois/Indiana Division  
Indianapolis, IN  
Jackson/Monroe, MS  
Kansas City, MO  
Lincoln, NE  
Los Angeles, CA  
Memphis, TN

Milwaukee, WI  
Minneapolis, MN  
National Division - East  
National Division - West  
Maine Division  
New York City Division  
New York State Divisions  
North Carolina Divisions  
Ohio Divisions  
Portland, OR  
San Diego, CA  
Shreveport, LA  
Texas Divisions  
Western Pennsylvania Division