



February 8, 2012

VIA EMAIL: [secretary@dps.state.ny.us](mailto:secretary@dps.state.ny.us)

The Honorable Jaclyn N. Brillling  
Secretary  
NYS Public Service Commission  
Three Empire State Plaza  
Albany, NY 12223

**RE: Town of Deerpark**

Dear Secretary Brillling:

Attached for your approval pursuant to Part 891 of the New York State Public Service Commission Cable TV Rules and Regulations, is an application for approval by the Commission of a franchise renewal agreement with the Town of Deerpark.

1. The Town was informed of our intent to renew on September 27, 1994; attached as Exhibit 1.
2. The required R-2 Form is attached as Exhibit 2.
3. The Municipality exercised due diligence in reviewing and negotiating the renewal agreement. A public hearing was held on November 21, 2011. The public hearing notice is attached as Exhibit 3.
4. A signed and sealed executed renewal agreement and a copy of the resolution approving the signing of the agreement is attached as Exhibit 4.
5. A complete copy of this application has been served on the Town by first class mail. A certificate of service is attached as Exhibit 5.
6. The required legal notice has been ordered published. Proof of publication will be forwarded when received; as Exhibit 6.

Should you require further information, please contact me at the address noted.

Sincerely,

A handwritten signature in cursive script that reads "Brenda".

Brenda M. Parks  
Director  
Government Relations



**EXHIBIT 1**

CABLEVISION <sup>SM</sup>  
**CVI**  
INDUSTRIES

ONE CABLEVISION CENTER, P.O. BOX 311, LIBERTY, NY 12754  
(914) 292-7550 (914) 295-2400 FAX (914) 295-2411

September 27, 1994

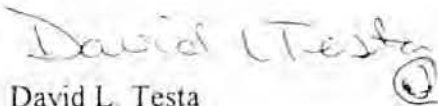
The Honorable Wayne Decker  
Supervisor  
Town of Deerpark  
Route 209, Drawer A  
Huguenot, NY 12746

Dear Supervisor Decker:

By means of this letter we respectfully request that you commence a proceeding for renewal of the cable television franchise held by Cablevision Industries, Inc. (CVI) pursuant to Section 626 (a)(1) of the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. (The "Act"). Section 626 (a)(1) outlines a proceeding which "...affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term."

Without limitation or qualification of the foregoing, we are agreeable to submitting to you a proposal for renewal of the franchise pursuant to Section 626 (h) of the Act. For your information, Subsection (h) contemplates an informal renewal process that also affords the public notice and opportunity for comment. Representatives of CVI will contact you shortly to discuss the proceedings. Thank you for your attention to this matter. We look forward to continuing to serve the citizens of Deerpark.

Sincerely yours,

  
David L. Testa  
Vice President

CC William Jensen, General Manager



**EXHIBIT 2**  
**FORM R-2**

*Application for Renewal of Franchise*

*Town of Deerpark*

1. The exact legal name of applicant is:

Time Warner NY Cable LLC

2. Applicant does business under the following trade name or names: (subsidiary company, if applicable)

Time Warner Cable

3. Applicant's mailing address is:

Time Warner Cable  
2778 State Route 52  
Liberty, NY 12754

4. Applicant's telephone number is:

845-695-9625

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

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

See Attachment A.

6. The number of subscribers in each municipality noted in item 5 as of December 2010.  
See attachment A.

7. The following signals are regularly carried by the applicant's cable system:  
See Attachment B.

8. Applicant will 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.

Yes – We recently launch our 24/7 news program YNN – Hudson Valley.



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

Primary connections:  
Basic Service: \$18.50  
Standard Service: \$55.20  
Installation: \$40.95

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)?

Town of Deerpark - 0

In the municipalities specified in Question 5(b)?

Town of Bethel – 1.38 miles  
Town of Blooming Grove - .39 miles  
Town of Crawford - .7 miles  
Town of Fallsburg – 9.37 miles  
Town of Liberty – 3.44 miles  
Town of Neversink - .66 miles  
Town of Redhook – 1.04 miles  
Town of Rockland – 1.72 miles

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

Channel additions

12. Indicate whether applicant has previously filed with the State Commission on Cable Television its:

a. Current Statement of Assessment pursuant to Section 817 of the Executive Law?

Yes

b. Current Annual Financial Report?

Yes

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?

No

If so, describe below:

Director, Government Relations

February 8, 2012

Date



Attachment A



MUNICIPALITY	SUBS
Town of Shawangunk	2592
Town of Deerpark	2152
Town of Goshen	1566
Town of Hamptonburgh	1213
Town of Montgomery	2116
Town of New Paltz	2132
Town of Plattekill	7
Village of Bloomingburg	213
Village of Goshen	1781
Village of Montgomery	1280
Village of Otisville	328
Village of Wurtsboro	560
Town of Wawayanda	1530
Village of Walden	2029
Town of Wallkill	7738
West Point - USMA	907
Village of Washingtonville	1889
Village of Ellenville	1248
Town of Wawarsing	1690
Town of Rochester	1619
Village of Saugerties	1500
Town of Saugerties	4800
Town of Catskill	545
Town of Shandaken	1273
Town of Olive	1449
Town of Hunter	840
Village of Chester	86
Village of Hunter	389
Village of Tannersville	275
Town of Jewett	189
Village of Liberty	1274
Town of Liberty	1102
Town of Thompson	2707

MUNICIPALITY	SUBS
Town of Neversink	665
Town of Callicoon	519
Village of Jeffersonville	228
Town of Fallsburg	2449
Town of Delaware	622
Town of Fremont	118
Village of Monticello	1904
Town of Blooming Grove	1148
City of Middletown	6850
Town of Crawford	2415
Town of Highlands	527
Town of Gardiner	1432
Village of Highland Falls	1346
Town of Lloyd	76
Town of Mount Hope	944
Town of Mamakating	2436
Village of Maybrook	898
Town of Newburgh	1431
Village of New Paltz	1222
City of Port Jervis	2621
Town of Bethel	1015
Town of Forestburgh	209
Town of Highland	746
Town of Tusten	357
Town of Lumberland	395
Town of Rockland	964
Town of Colchester	70
Town of Cochecton	160
Village of Woodridge	323
Village of Cornwall-on-Hudson	1125
Town of Cornwall	2840
Town of New Windsor	7378
Town of Newburgh	6943
City of Newburgh	5161



MUNICIPALITY	SUBS
Town of Marlborough	2266
Stewart Air Force Base	80
Town of Marbletown	1523
Town of Rosendale	1880
Town of Pleasant Valley	2843
Town of Esopus	2894
Town of Hurley	2043
Town of Kingston	296
City of Kingston	7315
Town of LaGrange	1072
City of Poughkeepsie	8810
Town of Poughkeepsie	6472
Town of Red Hook	1356
Village of Red Hook	778
Town of Rhinebeck	1051
Village of Rhinebeck	1103
Village of Tivoli	377
Town of Ulster	4216
Town of Woodstock	2457



Attachment B



# Hudson Valley-Middletown/Newburgh Channel Lineup

## Basic Service

1	NY1
2	WCBS
4	WNBC
5	WNYW
6	Your News Now
7	WABC
9	MyNetworkTV
10	WMBC / WTEN (in Rosendale)
11	CW11
12	WTBY (TBN)
13	WNET (PBS)
17	WPXN (PAX)
18	QVC
20	YNN
21	ESPN
23	Public Access
24	FX
61	Telemundo
150	BON TV*
166	Antenna TV
182	Shop Zeal 2
183	Shop Zeal 3
184	Shop Zeal 4
185	Shop Zeal 5
186	LATV
411	TWCable Info Channel
502	CNC World
701	NY1 HD

## HD Basic Service

679	WGN HD
687	Live Well HD
699	HD Showcase On Demand
702	WCBS (HD)
704	WNBC (HD)
705	WNYW-FOX (HD)
706	YNN HD
707	WABC (HD)
709	WWOR HD
711	WPIX (HD)
713	Thirteen HDTV
714	TNT HD
715	Discovery HD
716	CNN HD
718	QVC HD
726	TBS HD
739	TLC HD
749	CSPAN HD
752	Lifetime Movie Network HD
754	HD Theater
758	Fox Business Network HD
762	Fox News Channel HD
763	HGTV HD
769	YES HD
770	SportsNet NY HD
771	ESPN 2 HD
772	ESPN HD
773	Golf HD
779	Animal Planet HD
780	Travel Channel HD
781	Versus HD
784	Hallmark Movie Channel HD
786	SPEED HD

14	TNT
15	Discovery Channel
16	CNN
25	Comedy Central
26	TBS
27	AMC
29	A&E
30	USA Network
31	CNBC
32	Nickelodeon
33	Spike TV
34	ABC Family
35	The Weather Channel

36	Food Network
37	Headline News
38	Disney Channel
39	TLC
40	BET
41	Lifetime Television
42	MTV
43	Syfy
44	E! Entertainment Television
45	Cartoon Network
46	MSNBC
47	truTV
48	History
50	Galavision
51	National Geographic Channel
52	Lifetime Movie Network
53	Shop NBC
58	Leased
60	VH1
62	Fox News
63	HGTV
66	Bravo
67	NHL Network
68	NBA TV
69	YES
70	SportsNet New York
71	ESPN2
72	TV Guide
73	The Golf Channel
74	TCM
75	TV Land
76	FitTV
78	CMT: Country Music Television
79	Animal Planet
80	Travel Channel
81	Versus
83	Oxygen (digital)
97	EWTN
108	Speed Channel
484	3DTV
502	CNC World
504	SNY HD
505	YES Network HD
725	Comedy Central HD
731	CNBC HD
733	Spike TV HD
736	Food Network HD
738	Disney HD
740	BET HD
742	MTV HD
748	History HD
750	Galavision HD
760	VH1 HD
767	NHL HD
768	NBA TV
774	TCM HD
785	Universal HD

208	HBO (HD)
229	Showtime HD
275	Encore HD
283	Reelz HD
290	Suncare HD
292	Fearnet HD
301	Adult HD On Demand
355	IN DEMAND HD PPV Events 1
356	IN DEMAND HD PPV Events 2
380	GAME HD
381	GAME HD 2
382	GAME HD 3
383	GAME HD 4
384	GAME HD 5
385	GAME HD 6
386	GAME HD 7
387	GAME HD 8
388	GAME HD 9
412	Team HD
445	Game HD/MLB Extra Innings

446	Game 2 HD/MLB Extra Innings
465	Tennis Channel HD
467	CBS College Sports HD
468	NHL Network HD
470	Fox Soccer PLUS HD
471	Big Ten Network HD On Demand
472	Big Ten Network HD
473	Big Ten 2 HD
474	Big Ten 3 HD
475	Big Ten 4 HD
476	Big Ten 5 HD
478	ESPN News HD
479	ESPNU HD
483	PPV 3D
484	3DTV
485	FOX Soccer HD
486	Fox Deportes HD
487	ESPN Deportes HD
488	NBA TV HD
489	MLB Network HD
495	iN DEMAND HD PPV Events 1
496	iN DEMAND HD PPV Events 2
504	SNY HD
505	YES Network HD
514	TV JAPAN HD
647	MAV TV HD
648	Smithsonian On Demand HD
649	Smithsonian Channel HD
650	MGM HD
652	HBO2 HD
653	HBO Signature HD
654	HBO Family HD
655	HBO Comedy HD
656	HBO Zone HD
657	HBO Latino HD
659	More Max HD
660	Action Max HD
661	Thriller Max HD
662	WMAX HD
663	@ Max HD
664	Five Star Max HD
665	Ouler Max HD
667	Showtime 2 HD
668	Showtime Showcase HD
669	Showtime Extreme HD
670	Showtime Beyond HD
671	Showtime Women HD
673	Showtime Next HD
674	TMC HD
675	TMC Xtra HD
677	Starz Edge HD
678	Starz Kids and Family HD
680	gmc HD
681	Starz Comedy HD
682	OWN HD
683	Reelz HD
684	Hallmark HD
685	5BC America HD
686	Crime & Investigation Network HD
688	DIY HD
690	TV Guide HD
692	G4 HD
693	Game Show Network (GSN) HD
694	CMT HD
696	National Geographic HD
697	History International HD
698	Primetime HD On Demand
700	HD MOD
701	NY1 HD
717	Bloomberg HD
719	WXTV HD (Univision) (Newburgh, Middletown, Port Jervis, New Paltz, Rosendale, Monticello, Liberty & Tusten only)

720	CSPAN 2 HD
721	CSPAN 3 HD
723	IFC HD
724	FX HD
725	Comedy Central HD
727	AMC HD

728	Disney XD HD
729	A&E HD
730	USA HD
731	CNBC HD
733	Spike TV HD
735	Travel Channel HD
736	Food Network HD
737	Headline News HD
738	Disney HD
740	BET HD
742	MTV HD
743	SyFy HD
744	E! HD
746	MSNBC HD
749	CSPAN HD
750	Galavision HD
751	National Geographic HD
755	Investigation Discovery HD
756	Palladia HD
759	BIO HD
760	VH1 HD
761	WNJU HD (Telemundo)
765	Style HD
766	Bravo HD
767	NHL HD
768	NBA TV
774	TCM HD
782	Planet Green HD
783	Ovation HD
785	Universal HD
787	Africa Channel HD
788	EWTN HD
789	The Hub HD
790	TV One HD
791	Cooking Channel HD
952	HBO HD (SAP)
953	HBO 2 HD (SAP)
954	HBO Signature HD (SAP)
955	HBO Comedy HD (SAP)
956	HBO Family HD (SAP)
957	HBO Zone HD (SAP)
958	HBO Latino HD

11	CW11
679	WGN HD

## DTV Value (Package)

1	NY1
2	WCBS
4	WNBC
5	WNYW
6	Your News Now
7	WABC
8	WYOU / WRGB (in Rosendale and New Paltz)
9	MyNetworkTV
10	WMBC / WTEN (in Rosendale)
11	CW11
12	WTBY (TBN)
13	WNET (PBS)
14	TNT
15	Discovery Channel
16	CNN
17	WPXN (PAX)
18	QVC
19	WXTV / WXTV (Rosendale only)
20	YNN
21	ESPN
22	WRNN
23	Public Access
24	FX
25	Comedy Central
26	TBS
27	AMC
29	A&E
30	USA Network
31	CNBC
32	Nickelodeon
33	Spike TV

34	ABC Family	135	Russia Today	619	Music Choice: Soft Rock	750	Galavision HD
35	The Weather Channel	136	Fox Sports en Español	620	Music Choice: Pop Hits	751	National Geographic HD
36	Food Network	137	Jewish Life TV	621	Music Choice: 90's	752	Lifetime Movie Network HD
37	Headline News	138	CCTV-9 (Chinese)	622	Music Choice: 80's	754	HD Theater
38	Disney Channel	139	RT (Russian)	623	Music Choice: 70's	755	Investigation Discovery HD
39	TLC	140	Sundance Channel	624	Music Choice: Solid Gold Oldies	756	Palladia HD
40	BET	141	Independent Film Channel	625	Music Choice: Party Favorites	758	Fox Business Network HD
41	Lifetime Television	142	Do it Yourself Network	626	Music Choice: Stage & Screen	759	BIO HD
42	MTV	143	Flix	627	Music Choice: Kidz Only	760	VH1 HD
43	Syfy	144	Great American Country (GAC)	628	Music Choice: Toddler Tunes	761	WNJU HD (Telemundo)
44	E! Entertainment Television	145	Cooking Channel	629	Music Choice: Today's Country	762	Fox News Channel HD
45	Cartoon Network	147	C-SPAN	630	Music Choice: True Country	763	HGTV HD
46	MSNBC	148	C-SPAN 2	631	Music Choice: Classic Country	765	Style HD
47	truTV	149	C-SPAN 3	632	Music Choice: Contemporary Christian	766	Bravo HD
48	History	150	BON TV*	633	Music Choice: Sounds of the Season	767	NHL HD
50	Galavision	151	Jewelry TV	634	Music Choice: Soundscapes	769	YES HD
51	National Geographic Channel	152	gmc	635	Music Choice: Smooth Jazz	770	SportsNet NY HD
52	Lifetime Movie Network	154	nuvoTV	636	Music Choice: Jazz	771	ESPN 2 HD
53	Shop NBC	155	LOGO	637	Music Choice: Blues	772	ESPN HD
57	HSN	156	News 12 (Middletown, Newburgh, Port Jervis, New Paltz & Marbletown)	638	Music Choice: Singers & Swing	773	Golf HD
58	Leased		TV Guide Network	639	Music Choice: Easy Listening	774	TCM HD
60	VH1		National Geographic Wild	640	Music Choice: Classical Masterpieces	779	Animal Planet HD
61	Telemundo	157	NY State Legislative	641	Music Choice: Light Classical	780	Travel Channel HD
62	Fox News	158	Kids 13	642	Music Choice: Musica Urbana	781	Versus HD
63	HGTV	159	nbcNY (NY Nonstop)	643	Music Choice: Pop Latino	782	Planet Green HD
64	WE: Women's Entertainment Network	160	WGN America	644	Music Choice: Tropicales	783	Ovation HD
65	Style Network	161	ABC News Now	645	Music Choice: Maxicana	784	Hallmark Movie Channel HD
66	Bravo	162	Tr3s	646	Music Choice: Romances	785	Universal HD
67	NHL Network	163	V-me	680	gmc HD	786	SPEED HD
68	NBA TV	167	ESPN U	682	OWN HD	787	Africa Channel HD
69	YES	168	ESPN News	683	Reelz HD	788	EWTN HD
70	SportsNet New York	172	ESPN Deportes	684	Hallmark HD	789	The Hub HD
71	ESPN2	173	MLB Network	685	BBC America HD	790	TV One HD
72	TV Guide	174	NBA TV	686	Crime & Investigation Network HD	791	Cooking Channel HD
73	The Golf Channel	175	Sports Extra 1	687	Live Well HD	798	Lo Mejor On Demand
74	TCM	197	Sports Extra 2	688	DIY HD	801	NY1 Noticias
75	TV Land	198	DTV Preview	690	TV Guide HD		
76	FitTV	199	Encore HD	692	G4 HD		
78	CMT: Country Music Television	275	Reelz HD	693	Game Show Network (GSN) HD		
79	Animal Planet	283	Sundance HD	694	CMT HD		
80	Travel Channel	290	iN DEMAND Preview	696	National Geographic HD		
81	Versus	309	ESPN News HD	697	History International HD		
82	Oxygen (analog)	478	ESPNU HD	698	Primetime HD On Demand		
83	Oxygen (digital)	479	PPV 3D	699	HD Showcase On Demand		
84	Hallmark (digital)	483	3DTV	701	NY1 HD		
85	RSVP	484	FOX Soccer HD	702	WCBS (HD)		
87	The Africa Channel	485	Fox Deportes HD	704	WNBC (HD)		
90	TV One	486	ESPN Deportes HD	705	WNYW-FOX (HD)		
91	NY1 Traffic	487	NBA TV HD	706	YNN HD		
95	NY1 Noticias	488	MLB Network HD	707	WABC (HD)		
97	EWTN	489	iN DEMAND Preview	709	WWOR HD		
98	Daystar	491	France 24	711	WPIX (HD)		
99	Remote Control Programming	501	CNC World	713	Thirteen HDTV		
101	Disney XD	502	SNY HD	714	TNT HD		
102	The Hub	504	YES Network HD	715	Discovery HD		
103	SCIENCE	505	The Arabic Channel	716	CNN HD		
104	OWN: Oprah Winfrey Network	507	The Korean Channel	717	Bloomberg HD		
105	Military Channel	531	Media Korea TV (MKTV)	718	QVC HD		
106	Cloob TV	532	ImaginAsian	719	WXTV HD (Univision) (Newburgh, Middletown, Port Jervis, New Paltz, Rosendale, Monticello, Liberty & Tusten only)		
107	Fox Soccer Channel	560	WQXR FM	720	CSPAN 2 HD		
108	Speed Channel	590	WJFF FM	721	CSPAN 3 HD		
109	Outdoor Channel	591	WNYC FM	723	IFC HD		
110	Game Show Network	592	WPDH FM	724	FX HD		
111	Centric	593	WDST FM	725	Comedy Central HD		
112	Ovation	595	WSUL FM	726	TBS HD		
113	Planet Green	596	WRWD FM	727	AMC HD		
114	Lifetime Real Women	597	WHUD FM	728	Disney XD HD		
115	Nick Jr	598	WRRV FM	729	A&E HD		
116	MTV2	599	Music Choice: Hit List	730	USA HD		
117	BBC America	601	Music Choice: Hip-Hop and R&B	731	CNBC HD		
118	CURRENT TV	602	Music Choice: MC Mix Tape	732	NSC 4.4		
119	Chiller	603	Music Choice: Dance/Electronica	733	Spike TV HD		
120	CNBC World	604	Music Choice: Rap	735	Travel Channel HD		
121	Fox Business Network	605	Music Choice: Hip-Hop Classics	736	Popo Network HD		
122	Bloomberg TV	606	Music Choice: Throwback Jamz	737	Headline News HD		
123	VH1 Classic	607	Music Choice: R&B Classics	738	Disney HD		
124	G4	608	Music Choice: R&B Soul	739	TLC HD		
125	Investigation Discovery	609	Music Choice: Gospel	740	BET HD		
126	CNN International	610	Music Choice: Reggae	742	MTV HD		
127	SOAPnet	611	Music Choice: Classic Rock	743	Syfy HD		
128	AmericanLife TV Network	612	Music Choice: Retro Rock	744	E! HD		
129	BIO	613	Music Choice: Rock	746	MSNBC HD		
130	History International	614	Music Choice: Metal	748	History HD		
131	Reelz	615	Music Choice: Alternative				
132	Boomerang	616	Music Choice: Classic Alternative				
133	TeenNick	617	Music Choice: Adult Alternative				
134	Nicktoons Network	618					

**On (in) Español (Países)**

1	NY1
2	WCBS
4	WNBC
5	WNYW
6	Your News Now
7	WABC
8	WYOU / WRGB (in Rosendale and New Paltz)
9	MyNetworkTV
10	WMBC / WTEN (in Rosendale)
11	CW11
12	WTBY (TBN)
13	WNET (PBS)
14	TNT
15	Discovery Channel
16	CNN
17	WPXN (PAX)
18	QVC
19	WXTV / WXTV (Rosendale only)
21	ESPN
22	WRNN
23	Public Access
24	FX
36	Food Network
38	Disney Channel
99	Remote Control Programming
134	Nicktoons Network
151	Jewelry TV
172	ESPN News
173	ESPN Deportes
469	GolTV HD
486	Fox Deportes HD
487	ESPN Deportes HD
525	RT (Russian)
601	Music Choice: Hit List
602	Music Choice: Hip-Hop and R&B
603	Music Choice: MC Mix Tape
604	Music Choice: Dance/Electronica
605	Music Choice: Rap
606	Music Choice: Hip-Hop Classics
607	Music Choice: Throwback Jamz
608	Music Choice: R&B Classics
609	Music Choice: R&B Soul
610	Music Choice: Gospel
611	Music Choice: Reggae
612	Music Choice: Classic Rock
613	Music Choice: Hip-Hop and R&B
614	Music Choice: Rock
615	Music Choice: Metal
616	Music Choice: Alternative

617	Music Choice: Classic Alternative	850	Bloomberg TV	819	Discovery en Español	228	Showtime Next
618	Music Choice: Adult Alternative	851	CNN International	820	GOL TV Spanish	229	Showtime HD
619	Music Choice: Soft Rock	852	CNN Español	821	ESPN Deportes	230	TMC On Demand
620	Music Choice: Pop Hits	853	TVE 24	822	Fox Sports Español	231	The Movie Channel
621	Music Choice: 90's	854	NY1 News	823	ESPN News	232	TMC Xtra
622	Music Choice: 80's	858	SoapNet	824	Fox Soccer Channel	240	Starz On Demand
623	Music Choice: 70's	859	Lifetime Real Women	825	Univision/WXTV	241	Starz
624	Music Choice: Solid Gold Oldies	860	Utilisima Satelital	827	Telemundo/WNJU	242	Starz Edge
625	Music Choice: Party Favorites	861	Latele Novela	829	Discovery Familia	243	Starz Kids and Family
626	Music Choice: Stage & Screen	862	OWN: Oprah Winfrey Network	830	La Familia	244	Starz Cinema
627	Music Choice: Kidz Only	863	FIT TV	831	HITN	245	Starz inBlack
628	Music Choice: Toddler Tunes	864	Food Network	832	Hallmark Channel	246	Starz Comedy
629	Music Choice: Today's Country	865	Cooking Channel	833	Animal Planet	251	Encore
630	Music Choice: True Country	866	DIY Network	834	Planet Green	252	Encore Action
631	Music Choice: Classic Country	867	EWTN: Eternal Word TV Network	835	Travel Channel	253	Encore Love
632	Music Choice: Contemporary Christian	868	EWTN Español	836	The Science Channel	254	Encore Suspense
633	Music Choice: Sounds of the Season	870	The Word Network	837	Military Channel	255	Encore Drama
634	Music Choice: Soundscapes	873	Shop NBC	838	History en Español	256	Encore Westerns
635	Music Choice: Smooth Jazz	874	QVC: Quality Value Convenience Network	839	Investigation Discovery	257	Fox Movie Channel
636	Music Choice: Jazz	875	HSN	840	The Disney Channel	258	Encore Family
637	Music Choice: Blues	876	Jewelry Television	842	The Hub	267	TWC Movie Pass On Demand
638	Music Choice: Singers & Swing	879	LATV	843	Sorpresa	268	Fearnat
639	Music Choice: Easy Listening	880	nuvoTV	844	Boomerang (SAP)	292	Fearnat HD
640	Music Choice: Classical Masterpieces	881	TV Land	845	Cartoon Network (SAP)	345	iN DEMAND PPV Events 1
641	Music Choice: Light Classical	882	Disney XD	846	Nicktoons	346	iN DEMAND PPV Events 2
642	Music Choice: Musica Urbana	883	TeenNick	847	Nick Jr.	350	Events On Demand
643	Music Choice: Pop Latino	886	HTV	858	SoapNet	352	iN DEMAND PPV Events 1
644	Music Choice: Tropicales	887	mun2	859	Lifetime Real Women	353	iN DEMAND PPV Events 2
645	Music Choice: Maxicana	888	Tr3s	860	Utilisima Satelital	354	iN DEMAND PPV Events 3
646	Music Choice: Romances	889	MTV2	861	Latele Novela	355	iN DEMAND HD PPV Events 1
702	WCBS (HD)	890	VH1 Classic	862	OWN: Oprah Winfrey Network	356	iN DEMAND HD PPV Events 2
704	WNBC (HD)	891	CMT: Country Music Television	863	FIT TV	447	NHL Center Ice - MLB Extra Innings
705	WNYW-FOX (HD)	892	GAC	864	Food Network	448	NHL Center Ice - MLB Extra Innings
707	WABC (HD)	893	Centric	865	Cooking Channel	449	NHL Center Ice - MLB Extra Innings
709	WWOR HD	895	Cine Latino	866	DIY Network	450	NHL Center Ice - MLB Extra Innings
711	WPIX (HD)	896	Cine Mexicano	867	EWTN: Eternal Word TV Network	483	PPV 3D
713	Thirteen HDTV	897	Venemovies	868	EWTN Español	490	Events On Demand
714	TNT HD	898	Multimedios	870	The Word Network	492	iN DEMAND PPV Events 1
732	NBC 4.4	1	NY1	873	Shop NBC	493	iN DEMAND PPV Events 2
798	Lo Mejor On Demand	2	WCBS	874	QVC: Quality Value Convenience Network	494	iN DEMAND PPV Events 3
800	Español On Demand	4	WNBC	875	HSN	495	iN DEMAND HD PPV Events 1
801	NY1 Noticias	5	WNYW	876	Jewelry Television	496	iN DEMAND HD PPV Events 2
802	TVE Internacional	7	WABC	879	LATV	500	International Movies On Demand (IMOD)
803	Antena 3	9	MyNetworkTV	880	nuvoTV	528	The Jewish Channel On Demand
804	CV Network	10	WMBC / WTEN (in Rosendale)	881	TV Land	652	HBO2 HD
805	SUR	11	CW11	882	Disney XD	653	HBO Signature HD
806	WAPA America	13	WNET (PBS)	883	TeenNick	654	HBO Family HD
808	TV Dominicana	17	WPXN (PAX)	886	HTV	655	HBO Comedy HD
809	SuperCanal Caribe	19	WXTV / WXTV (Rosendale only)	887	mun2	656	HBO Zone HD
810	Telemicro	22	WRNN	888	Tr3s	657	HBO Latino HD
811	BBC America	36	Food Network	889	MTV2	659	More Max HD
812	Galavisión	38	Disney Channel	890	VH1 Classic	660	Action Max HD
813	Game Show Network	61	Telemundo	891	CMT: Country Music Television	661	Thriller Max HD
814	Ecuavisa	139	RT (Russian)	892	GAC	662	WMAX HD
815	Caracol	147	C-SPAN	893	Centric	663	@ Max HD
816	TV Colombia	148	C-SPAN 2	895	Cine Latino	664	Five Star Max HD
817	Infinito	149	C-SPAN 3	896	Cine Mexicano	665	Outer Max HD
818	V-me	160	Kids 13	897	Venemovies	667	Showtime 2 HD
819	Discovery en Español	161	nbciNY (NY Nonstop)	898	Multimedios	668	Showtime Showcase HD
820	GOL TV Spanish	163	ABC News Now			669	Showtime Extreme HD
821	ESPN Deportes	167	Tr3s			670	Showtime Beyond HD
822	Fox Sports Español	469	Go!TV HD			671	Showtime Women HD
823	ESPN News	486	Fox Deportes HD			673	Showtime Next HD
824	Fox Soccer Channel	487	ESPN Deportes HD			674	TMC HD
825	Univision/WXTV	525	RT (Russian)			675	TMC Xtra HD
827	Telemundo/WNJU	735	Travel Channel HD			677	Starz Edge HD
829	Discovery Familia	736	Food Network HD			678	Starz Kids and Family HD
830	La Familia	779	Animal Planet HD			681	Starz Comedy HD
831	HITN	800	Español On Demand			700	HD MOD
832	Hallmark Channel	802	TVE Internacional			901	HBO
833	Animal Planet	803	Antena 3			902	HBO 2
834	Planet Green	804	CV Network			903	HBO Signature
835	Travel Channel	905	SUR			904	HBO Family
836	The Science Channel	806	WAPA America			905	HBO Zone
837	Military Channel	808	TV Dominicana			906	HBO Comedy
838	History en Español	809	SuperCanal Caribe			907	HBO Latino
839	Investigation Discovery	810	Telemicro			911	Cinemax
840	The Disney Channel	811	BBC America			912	More Max
842	The Hub	812	Galavisión			913	Action Max
843	Sorpresa	813	Game Show Network			914	ThrillerMAX
844	Boomerang (SAP)	814	Ecuavisa			915	W Max
845	Cartoon Network (SAP)	815	Caracol			916	@ Max
846	Nicktoons	816	TV Colombia			917	5 Star Max
847	Nick Jr.	817	Infinito			918	Outer Max
849	CNBC World	818	V-me				
<b>Premium</b>							
200	HBO On Demand	200	HBO On Demand				
201	HBO	201	HBO				
202	HBO 2	202	HBO 2				
203	HBO Signature	203	HBO Signature				
204	HBO Family	204	HBO Family				
205	HBO Zone	205	HBO Zone				
206	HBO Comedy	206	HBO Comedy				
207	HBO Latino	207	HBO Latino				
208	HBO (HD)	208	HBO (HD)				
210	Cinemax On Demand	210	Cinemax On Demand				
211	Cinemax	211	Cinemax				
212	More Max	212	More Max				
213	ActionMAX	213	ActionMAX				
214	ThrillerMAX	214	ThrillerMAX				
215	W Max	215	W Max				
216	@ Max	216	@ Max				
217	5 Star Max	217	5 Star Max				
218	Outer Max	218	Outer Max				
220	Showtime On Demand	220	Showtime On Demand				
221	Showtime	221	Showtime				
222	Showtime Top	222	Showtime Top				
223	Showtime Showcase	223	Showtime Showcase				
224	Showtime Extreme	224	Showtime Extreme				
225	Showtime Beyond	225	Showtime Beyond				
226	Showtime Women	226	Showtime Women				
227	Showtime Family	227	Showtime Family				

921 Showtime  
 922 Showtime Too  
 923 Showtime Showcase  
 924 Showtime Extreme  
 925 Showtime Beyond  
 926 Showtime Women  
 927 Showtime Family  
 928 Showtime Next  
 931 The Movie Channel  
 932 TMC Xtra  
 941 Starz  
 942 Starz Edge  
 943 Starz Kids and Family  
 944 Starz Cinema  
 945 Starz inBlack  
 946 Starz Comedy  
 951 Encore  
 952 HBO HD (SAP)  
 953 HBO 2 HD (SAP)  
 954 HBO Signature HD (SAP)  
 955 HBO Comedy HD (SAP)  
 956 HBO Family HD (SAP)  
 957 HBO Zone HD (SAP)  
 958 HBO Latino HD  
 981 MOD New Release  
 982 MOD New Release  
 983 MOD New Release  
 984 MOD New Release  
 985 MOD New Release  
 1000 Movies On Demand  
 1001 Virtual Video Store: Kids & Teens  
 1002 Virtual Video Store: Movies On Demand Hits  
 1005 Virtual Video Store: Thriller  
 1049 Disney On Demand

545 NGTV (Greek)  
 546 Antenna (Greek)  
 552 Mediaset Italia  
 553 DW Amerika  
 554 RAI Italia (Italian)  
 555 TV5 (French)  
 556 TV Polonia (Polish)  
 557 Polskie Radio (incl. with TV Polonia)  
 561 Sony Entertainment Television (SET Asia)  
 562 Filmy (S. Asian)  
 563 ITV/ITV Gold (S. Asian)  
 564 Zee TV  
 569 TV Asia (S. Asian)  
 570 Bollywood Hits On Demand  
 572 AAJ (S. Asian)  
 573 Jus Punjabi (S. Asian)  
 575 The Bangladesh Channel  
 581 TVB1  
 582 Chinese Prime  
 583 Chinese Cinema  
 584 Phoenix TV (Chinese)  
 585 ETTV NY (Chinese)  
 587 ETTV News (Chinese)  
 1940 CCTV-4 (Chinese)  
 1941 CTI Zhong Tian (Chinese)  
 1942 ETTV NY (Chinese)  
 1943 ETTV News (Chinese)  
 1944 ETTV China (Chinese)  
 1945 ETTV Financial (Chinese)  
 1946 ETTV Drama (Chinese)  
 1947 ETTV Yoyo (Chinese)  
 1948 Phoenix Info News (Chinese)  
 1949 Phoenix NA

456 FUEL  
 457 CBS College Sports  
 458 NHL Network  
 459 Gol TV (English)  
 460 Fox Soccer PLUS  
 465 Tennis Channel HD  
 467 CBS College Sports HD  
 468 NHL Network HD  
 469 GolTV HD  
 470 Fox Soccer PLUS HD  
 471 Big Ten Network HD On Demand  
 472 Big Ten Network HD  
 473 Big Ten 2 HD  
 474 Big Ten 3 HD  
 475 Big Ten 4 HD  
 476 Big Ten 5 HD  
 477 ESPN Goal Line/Buzzer Beater

420 ESPN 3D

647 MAV TV HD  
 648 Smithsonian On Demand HD  
 649 Smithsonian Channel HD  
 650 MGM HD

100 TWCable How-To On Demand  
 799 Answers On Demand Español  
 1006 Free Movies On Demand  
 1009 Primetime On Demand  
 1010 Primetime HD On Demand  
 1012 Entertainment On Demand  
 1013 Lifestyle On Demand  
 1015 History & Nature On Demand  
 1017 Oxygen On Demand  
 1020 Events On Demand  
 1021 Cutting Edge On Demand  
 1023 Sports & Fitness On Demand  
 1028 MC On Demand  
 1029 Music On Demand  
 1047 Kids On Demand  
 1048 Kids Preschool On Demand  
 1110 NY1 On Demand  
 1111 Hudson Valley On Demand  
 1276 Automotive On Demand  
 1278 Find It On Demand  
 1280 Movie Trailers On Demand  
 1281 My Life On Demand  
 1282 Travel On Demand  
 1986 History and Nature On Demand  
 1987 Lifestyle On Demand  
 1988 Sports & Fitness On Demand  
 1989 Cutting Edge On Demand  
 1990 Kids Preschool On Demand  
 1991 Kids On Demand  
 1992 Music On Demand  
 1993 Entertainment On Demand  
 1994 Primetime On Demand

**Adult Premium**

248 Playboy On Demand  
 249 Playboy TV  
 300 Adult On Demand  
 301 Adult HD On Demand  
 302 Juicy On Demand  
 310 Playboy On Demand  
 311 Playboy  
 312 Playboy en Español  
 313 Penthouse On Demand  
 314 Penthouse  
 315 ten On Demand  
 316 ten  
 317 REAL On Demand  
 318 REAL  
 320 Spice Xcess PPV  
 322 Club Jenna PPV  
 323 Penthouse PPV  
 324 ten PPV  
 325 REAL PPV  
 326 In Demand 1 Adult  
 327 In Demand 1 Adult  
 330 Too Much for TV On Demand  
 331 Outrageous On Demand  
 332 Howard Stern On Demand  
 335 here! On Demand  
 336 here!  
 337 Manhandle On Demand  
 338 Gay On Demand  
 339 Spice: XCESS

**Seasonal Sports Packages**

380 GAME HD  
 381 GAME HD 2  
 382 GAME HD 3  
 383 GAME HD 4  
 384 GAME HD 5  
 385 GAME HD 6  
 386 GAME HD 7  
 387 GAME HD 8  
 388 GAME HD 9  
 401 NBA League Pass  
 402 NBA League Pass  
 403 NBA League Pass  
 404 NBA League Pass  
 405 NBA League Pass  
 406 MLS Direct Kick  
 407 MLS Direct Kick  
 408 MLS Direct Kick  
 409 MLS Direct Kick  
 410 NBA League Pass  
 412 Team HD  
 421 ESPN Game Plan/ESPN Full Court  
 422 ESPN Game Plan/ESPN Full Court  
 423 ESPN Game Plan/ESPN Full Court  
 424 ESPN Game Plan/ESPN Full Court  
 425 ESPN Game Plan/ESPN Full Court  
 426 ESPN Game Plan/ESPN Full Court  
 431 MLB Extra Innings/NHL Center Ice  
 432 MLB Extra Innings/NHL Center Ice  
 433 MLB Extra Innings/NHL Center Ice  
 434 MLB Extra Innings/NHL Center Ice  
 435 MLB Extra Innings/NHL Center Ice  
 436 MLB Extra Innings/NHL Center Ice  
 437 MLB Extra Innings/NHL Center Ice  
 438 MLB Extra Innings/NHL Center Ice  
 439 MLB Extra Innings/NHL Center Ice  
 440 MLB Extra Innings/NHL Center Ice  
 441 MLB Extra Innings/NHL Center Ice  
 442 MLB Extra Innings/NHL Center Ice  
 443 MLB Extra Innings/NHL Center Ice  
 444 MLB Extra Innings/NHL Center Ice  
 445 Game HD/MLB Extra Innings  
 446 Game 2 HD/MLB Extra Innings

503 TV Asia (S. Asian)  
 508 ART (Arabic Radio & Television Network)  
 511 RTP1  
 512 TV Globo  
 513 PFC Internacional  
 514 TV JAPAN HD  
 515 TV JAPAN  
 519 CTC (Russian)  
 521 RTVi (Russian)  
 522 CTR Worldwide (Russian)  
 523 NTV America (Russian)  
 524 RTN (Russian)  
 526 TV 1000 Russian Kino  
 527 RTN+  
 539 The Filipino Channel (TFC)  
 540 GMA Pinoy  
 542 GMA Life  
 543 GMA DZBB Radio  
 544 GMA DWLS Radio

171 ESPN Classic  
 451 ESPN Classic  
 452 Fox College Sports Atlantic  
 453 Fox College Sports Central  
 454 Fox College Sports Pacific  
 455 Tennis Channel



Attachment C

Proof of Performance  
Headend Test  
Time Warner Cable  
Hudson Valley  
-On file with PSC-



**EXHIBIT 3**



# TIMES HERALD-RECORD

P.O. Box 2046. 40 Mulberry Street, Middletown, NY 10940

State of New York:  
County of Orange: ss:

**Patricia Foddrill**

Being duly sworn deposes and says that the Dow Jones Local Media Group, Inc. is organized under the laws of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of The Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

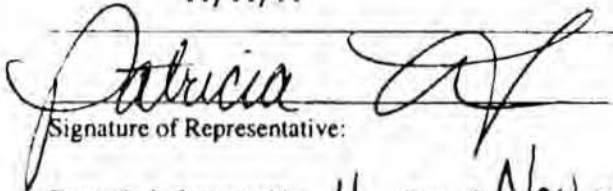
**Legal Advertising Rep.**

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

**Public Notice**

a true printed copy of which is attached, has been duly and regularly published in the manner required by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to wit: In its issues of :

11/11/11



Signature of Representative:

Sworn in before me this 11 Day of Nov 2011



Notary Public, Orange County

DAWN L. FOSTER  
Notary Public, State of New York  
No. 01FO6058058  
Qualified in Orange County  
Commission Expires April 30, 20 15

**NOTICE OF PUBLIC HEARING  
TOWN OF DEERPARK  
COUNTY OF ORANGE  
STATE OF NEW YORK**

**PUBLIC NOTICE** is hereby given that there has been presented to the Town Board of the Town of Deerpark, County of Orange, State of New York, a Franchise Agreement proposal received from Time Warner Cable, which would create a proposed Franchise Agreement between the Town and Time Warner Cable for a non-exclusive cable franchise agreement in the Town of Deerpark, Orange County, New York.

**THAT** the proposed Franchise Agreement is on file for public review in the office of the Town Clerk and/or in the office of the Town Clerk of the Town of Deerpark, located at the Town Hall, 420 Route 209, Huguenot, Town of Deerpark, Orange County, New York.

**THEREFORE**, pursuant to the laws of the State of New York and the Town of Deerpark, the Town Board of the Town of Deerpark shall hold a public hearing regarding the aforesaid Franchise Agreement in Town Hall, 420 Route 209, Huguenot, Town of Deerpark, Orange County, New York, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the 21st day of November, 2011, at which time all interested persons shall be heard.

Dated: November 7, 2011

**BY ORDER OF THE TOWN BOARD OF  
THE TOWN OF DEERPARK  
FLORENCE SANTINI, TOWN CLERK  
TOWN OF DEERPARK**



**EXHIBIT 4**



# TOWN OF DEERPARK

---

KARL A. BRABENEC, SUPERVISOR  
DAVID M. HOOVLER, COUNCILMAN  
GARY SPEARS, COUNCILMAN  
ARTHUR T. TROVEI, COUNCILMAN  
DAVID M. DEAN, COUNCILMAN

## RESOLUTION #42 OF 2011 Authorizing Supervisor to Sign Cable Franchise Agreement

**BE IT RESOLVED**, that the Town Board of the Town of Deerpark authorizes Town Supervisor Karl A. BrabeneC to sign the proposed Cable Franchise Agreement with Time Warner Cable and forward said contract to Time Warner Cable and the New York State Public Service Commission.

**ADOPTED** this 21<sup>st</sup> Day of November, 2011 at the meeting of the Town of Deerpark Town Board by a vote of  
\_\_5\_\_ Yeas and \_\_0\_\_ Nays.

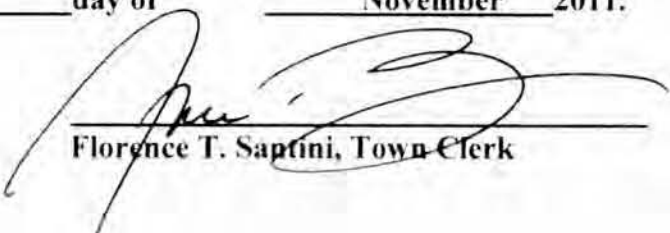
Moved by David Hoovler 2nd by Dave Dean

Roll Call: 5 Aves:

Councilman: Gary Spears  
Councilman: David Hoovler  
Councilman: Art Trovei  
Councilman: David Dean  
Supervisor: Karl BrabeneC

**MOTION CARRIED**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this \_\_\_\_\_ 21<sup>st</sup> day of \_\_\_\_\_ November 2011.

  
\_\_\_\_\_  
Florence T. Saptini, Town Clerk

\_\_\_\_\_  
Town Seal

Time Warner Cable  
Draft  
May 16, 2011

**CABLE TELEVISION  
FRANCHISE RENEWAL AGREEMENT**

**TOWN OF DEERPARK**

**THIS AGREEMENT**, executed in triplicate this 27<sup>th</sup> day of November, 2011, by and between the TOWN OF DEERPARK, (hereinafter referred to as the Municipality) by the Supervisor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and TIME WARNER NY CABLE LLC, a New York General Partnership organized and existing under the laws of the State of New York, the local place of business of which is currently located at 2 Industrial Drive, Middletown, NY 10941 (hereinafter referred to as "Time Warner Cable").

**WITNESSETH**

**WHEREAS**, Pursuant to the Town Law, the Board has the exclusive power on behalf of the Municipality to grant franchises providing for or involving the use of Streets (as defined in Section 1 hereof) and to give the consent of the Municipality 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 Municipality 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 Municipality 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 hearing 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 this 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, fulfill and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("NYSPSC"), FCC, and all other State and Federal authorities.

**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 Town Board of the Town of Deerpark.
- 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 paths including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Services to multiple subscribers within a community.
- e) "Time Warner Cable" means Time Warner NY Cable LLC.
- f) "Effective Date" of this Franchise Agreement shall be as provided in Section 4(c).
- g) "Franchise" means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- h) "FCC" means the Federal Communications Commission, its designees and any successor thereto.
- i) "Gross Revenues" means all revenues derived by Time Warner Cable, either directly or indirectly, from the operation of the Cable Television System to provide Cable Services within the Municipality pursuant to this Franchise, including but not limited to revenues from subscribers for Cable Services; revenues from the carriage of home shopping channels, and sale of advertising. Franchisee shall calculate the amount of Gross Revenues in accordance with generally accepted accounting principles ("GAAP"). Revenues from advertising and home shopping cable services shall be allocated to the Municipality based on the number of basic cable subscribers in the Municipality divided by the number of basic cable subscribers who receive the particular advertising or home shopping cable services.
- j) "May" is permissive.

Time Warner Cable  
Draft  
May 16, 2011

- k) "Municipality" means the Town of Deerpark. Wherever the context shall permit, Board, Council and Municipality 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 multi-channel 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 Municipality.
- q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality 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 CONDITIONS PRECEDENT**

- a) The Municipality 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 Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality 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 Municipality, 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 Municipality hereby agrees to assist Time Warner Cable in gaining access to 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 Municipality 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) (i) Time Warner Cable agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Time Warner Cable shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Time Warner Cable.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" 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 Grantor shall include the following language or language to similar effect 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:
  - "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- e) Franchisee shall file requests for all necessary operation authorization with the NYS PSC and the FCC within thirty (30) days of the effective date of this Franchise.
- f) Nothing in this Franchise shall be deemed to waive the requirements of Municipal Law regarding permits fees to be paid to the Municipality for permits or construction, or the manner of construction, provided such requirements are consistent with applicable law.

- g) 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.

### SECTION 3 – APPROVAL OF COMPANY BY MUNICIPALITY

- 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 Municipality 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. The Municipality hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Municipality 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) Time Warner Cable's technical ability, financial condition and character were considered and approved in a full public proceeding affording due process.
- c) Time Warner Cable's plans for constructing and operating the Cable Television System were considered and found adequate and feasible in a full public proceeding affording due process.
- d) 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 the Franchisee hereunder.
- e) This Franchise shall not be construed as any limitation upon the right of the Municipality to grant to other person rights, privileges, or authorities similar to the rights, privileges, or authorities herein set forth, the same or other streets or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right as it deems appropriate, subject, however, to the provisions of Section 3 of the this Franchise. Any such additional franchises and/or other grants of rights to use the streets or other public ways or public spaces shall not adversely impact the authority granted under this Franchise and shall not interfere, except as permitted by applicable law with existing facilities of the Cable Television System.
- f) All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Franchise and existing laws, rules and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power, provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Franchise, and consistent with all Federal and State laws, rules and orders.



- g) Within thirty (30) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.
- h) The Administrator for the Municipality for this Franchise shall be the Supervisor of the Municipality. The Administrator is responsible for the continuing administration of the franchise on behalf of the Municipality. All correspondence and communications between Time Warner Cable and the Municipality pursuant to this Franchise shall be addressed by Time Warner Cable to the Administrator.
- i) Notwithstanding the foregoing, however, an award or denial of franchise, revocation, termination, or final notice of default shall require a vote of the Municipality's governing body.

#### **SECTION 4 – FRANCHISE TERM**

- a) The term of this Franchise shall be ten (10) years from the effective date of this agreement.
- b) A review of this agreement will be conducted by the Municipality after 5 years to ensure that all provisions of this agreement are fulfilled by the parties. Time Warner shall provide any relevant information requested by the Municipality for purposes of this review.
- c) The effective date of this Franchise shall be the date this agreement is granted a certificate of confirmation by the NYSPSC.

#### **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 Municipality, which consent shall not be unreasonably withheld or denied.
- b) In the event that the Municipality 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 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, DEFAULT, TERMINATION, ABANDONMENT**

- a) The Municipality may revoke this Franchise and all rights afforded to Time Warner Cable hereunder in any of the following events or for any of the following reasons:
  - 1. Time Warner Cable fails, after sixty (60) days written notice from the Municipality, 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 (60) days notice, the Municipality's right to revoke this Franchise shall immediately be extinguished; or

- 2) Time Warner Cable is adjudged bankrupt; or
  - 3) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise; or
  - 4) Time Warner Cable practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including, but not limited to information pertaining to Time Warner Cable's calculation of the Municipality's franchise fee; or
  - 5) Time Warner Cable fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or
  - 6) Time Warner Cable fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 5 of this agreement; or
- b) Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of the Municipality shall have adopted an ordinance or resolution setting for the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such an ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Time Warner Cable to address the particulars of the claim; during said sixty (60) day period, Municipality shall cooperate with Time Warner Cable and provide Time Warner Cable an opportunity to cure the alleged violation or provide a cure plan that reasonably satisfies the Municipality. If Time Warner Cable has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to Time Warner Cable. Time Warner Cable shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Time Warner Cable, at a reasonable expense to Time Warner Cable, a transcript of said hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Time Warner Cable may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.
- c) In no event, and notwithstanding any contrary provision in this Section or elsewhere in this Franchise, shall this Franchise be subject to default, revocation, or termination or Time Warner Cable be liable for non-compliance with or delay in the performance of any obligation hereunder, where it's failure to cure or to take reasonable steps to cure is

attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsor or supported embargo, civil commotion, strikes or work stoppages, fires and acts of God or nature, or other events beyond the immediate control of Time Warner Cable. In the event of such circumstances as described in this Section, Time Warner Cable shall be automatically excused from its obligations herein during the course of any such events or conditions. Time Warner Cable shall take reasonable measures to notify the Municipality of the existence of circumstances described in this section. The time specified for performance of Time Warner Cable's obligations hereunder shall automatically extend for a time period equal to the period of the existence of the events or conditions and such reasonable time period thereafter as may be necessitated by any such events or conditions.

- d) Time Warner Cable shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Franchise without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the Cable Television System shall not constitute abandonment of service for purposes of this Franchise.
- e) Upon expiration, termination or revocation of this Franchise without right of renewal, at its sole cost and expense and upon written direction of the Municipality, Time Warner Cable shall remove the cables and appurtenant devices constructed or maintained in the Streets and public rights-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Time Warner Cable, its affiliated entities or assigns should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other Federal or State certification to provide service over the Cable Television System or provided events beyond Time Warner Cable's reasonable control make removal impracticable.

#### **SECTION 7 -- INDEMNITY AND INSURANCE**

- a) Time Warner Cable shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all liability, losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description 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 Municipality 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. Notwithstanding any provision contained herein and to the contrary, Time Warner Cable shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.
- b) Time Warner Cable shall, as of the Effective Date of this Franchise, purchase and maintain commercial general liability insurance that shall include the following minimum

coverage levels during the term of the this Franchise that will protect Time Warner Cable and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Time Warner Cable's performance hereunder:

- 1) Personal injury or death: \$1,000,000.00 per occurrence.
  - 2) Property damage: \$1,000,000.00 per occurrence.
  - 3) Excess liability or umbrella coverage: \$10,000,000.00 per occurrence.
- c) Each insurance policy shall bear the name of the Municipality as additional insured. The insurance coverage referred to in this Section may be included in one or more policies covering other risks of Time Warner Cable or any of its parent companies, affiliates, subsidiaries or assigns.
  - d) All Time Warner Cable insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is cancelled, it shall be replaced forthwith with insurance that meets the requirements of this Franchise so that there is no lapse in coverage.
  - e) Upon execution of this Franchise Agreement and within sixty (60) days of written request thereafter, Time Warner Cable shall furnish to the Municipality, certificates of insurance in conformity with the requirements of this franchise, and all other insurance certificates required under Federal and State laws, rules, and regulations.
  - f) Time Warner Cable shall obtain all insurance required pursuant to this Franchise from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Time Warner Cable's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Time Warner Cable differ from accepted insurance agency forms, the Municipality shall have the right to review and approve such policies or certificates, provides such approval shall not be unreasonably withheld or delayed.

#### **SECTION 8 – MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT THE CABLE TELEVISION SYSTEM**

- a) The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the Cable Television System. Time Warner Cable shall respond to such inquiries in a timely fashion.
- b) When repeated subscriber complaints cause the Municipality to question whether the reliability or technical quality of the Cable Television System comply with the requirements of this Franchise, the Municipality shall have the right and authority to require Time Warner Cable to institute a "proof of performance" to reasonably test, analyze, and report on the performance of the Cable Television System consistent with the requirements of NYS PSC Rule 896 (or any subsequently enacted rule relating to

testing and reporting of such tests). Time Warner Cable shall cooperate fully with the Municipality and the NYSPSC in performing such testing. In the event the test shows that Time Warner Cable is not in compliance with the requirements of the Franchise, Time Warner Cable shall bear the costs of the test; if the test shows that Time Warner Cable is in compliance, the Municipality shall be responsible to reimburse Time Warner Cable for the costs of the test.

- c) At all reasonable times and for the purpose of enforcement of this Franchise, Time Warner Cable shall permit examination by any duly authorized representative of the Municipality, of all Cable Television System facilities, together with any appurtenant property of Time Warner Cable situated within the Municipality and outside the Municipality if such property is utilized in the operation of the Cable Television System serving the Municipality.

#### **SECTION 9 - MANDATORY RECORD KEEPING**

- a) Time Warner Cable shall comply with all record keeping requirements established by Federal and State law, rules, and regulations.
- b) Time Warner Cable shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps maintained pursuant to this Section shall be treated as confidential and proprietary, in accordance with the provisions of this Section and applicable law.
- c) All records, logs, and maps maintained pursuant to this Franchise shall be made available to the Municipality or its designee during Time Warner Cable's regular business hours upon reasonable request, subject to the provision of this Section and applicable privacy laws.
- d) Municipality shall treat all materials submitted by Time Warner Cable as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality, except:
  - 1) Publicly available information, including materials filed by Time Warner Cable with governmental agencies for which no confidential treatment has been requested;
  - 2) As indicated in writing by Time Warner Cable; or
  - 3) As provided by applicable law.
- e) In the event the Municipality receives request for disclosure of information provided by Time Warner Cable to the Municipality that the Municipality believes in good faith it must provide under law, then the Municipality shall provide Time Warner Cable with written notice of such request as soon as possible prior to disclosure to allow Time Warner Cable to take such measures as it deems appropriate to redact records submitted

to the Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

- f) If Time Warner Cable determines in its sole discretion that information requested by the Municipality contains proprietary or confidential data, or if records requested by the Municipality must be kept confidential under applicable law, Time Warner Cable may present redacted version of documents responsive to the Municipality's request.

**SECTION 10 – MUNICIPALITY'S RIGHT TO INSPECT TIME WARNER CABLE'S BOOKS AND RECORDS**

- a) The Municipality reserves the right to inspect all books, records, maps, plans, financial statements and other like material of Time Warner Cable pertinent to its compliance with the terms of this Franchise, upon reasonable notice and during normal business hours, subject to the provisions of Section 9 of this Franchise.
- b) If any such information is not kept in the Municipality or upon notice Time Warner Cable is unable to provide the records in the Municipality, and if the information is necessary or appropriate to the performance of the Municipality's responsibilities under this Franchise, then all travel and maintenance expenses in excess of fifty (50) miles per day, necessarily incurred in making such examination, shall be paid by Time Warner Cable.

**SECTION 11 – REPORTS TO BE FILED WITH THE MUNICIPALITY BY TIME WARNER CABLE**

- a) Upon request of the Municipality, Time Warner Cable shall make available to the Municipality a copy of any technical, operational, or financial report Time Warner Cable submits to the NYSPSC, the FCC or other governmental entities that concern Time Warner Cable's operation of the Cable Television System under the terms of this Franchise.

**SECTION 12 – USE AND 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 exists 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 Municipality.

- c) 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.
- d) 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.
- e) 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 the notice to Time Warner Cable from the Municipality or after Time Warner Cable becomes aware of the same, in such fashion so as to restore the property or Street to serviceable condition. Time Warner Cable is hereby granted the authority to trim trees upon and overhang the Streets of, and abutting private property, in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of the Cable Television System.
- f) If Time Warner Cable disturbs any pavement, sidewalk, driveway or other surfacing, Time Warner Cable shall, at its own cost and expense in accordance with Municipal law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good condition as existed before said work was commenced, to the extent practicable. In the event that any Municipal property is damaged or destroyed by Time Warner Cable, such property shall be repaired or replaced by Time Warner Cable within thirty (30) days and restored to as good condition as existed before said work was commenced, to the extent practicable.

**SECTION 13 – 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 electrical 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 poles 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 Municipality pursuant to the issuance of the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed. Such erection or poles or conduit space shall be subject to Federal, State, and Municipal laws, rules, and regulations.
- b) Subject to the provisions of this Section, in such areas of the Municipality where it or any subdivision thereof shall hereafter only require that all utility lines be installed underground, Time Warner Cable shall install its lines underground in accordance with such requirements.

- c) Notwithstanding the foregoing, if Time Warner Cable shall in any instance be unable to install or locate its wires underground, then the Municipality, upon being put on notice 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 Municipality may reasonably require.

#### **SECTION 14 – RELOCATION OF PROPERTY**

- a) Whenever the Municipality shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the municipality as a result of the relocation or other improvements by the Municipality 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 Municipality. 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 Municipality, 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, 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) business days prior written notice in order to arrange for the changes required.

#### **SECTION 15 – OPERATION AND MAINTENANCE**

- a) Time Warner Cable shall maintain and operate its Cable Television System at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by Section 76 of the FCC Rules and Regulations. Time Warner Cable shall assure that telephone inquiries are handled consistent with FCC standards. Time Warner Cable shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling and switching equipment, shall be acted upon promptly after notification.
  - 1) In the event a cable outage shall last more than twenty-four (24) hours, Time Warner Cable shall credit the subscriber a pro rata amount for the length of time service was unavailable.
- b) Time Warner Cable shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed.
- c) Throughout the term of this Franchise, Time Warner Cable's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

#### **SECTION 16 – LINE EXTENSION, FRANCHISE AREA, AND DENSITY**



Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the rules of the NYSPSC, provided, however, that Time Warner Cable shall make Cable Services available to residential dwelling units in all areas of the Municipality where the average density is equal to or greater than twenty (20) occupied residential dwelling units per cable mile. Density per cable mile shall be computed by dividing the number of Residential Dwelling Units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the Residential Dwelling Units in such area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

#### **SECTION 17 – CONTINUOUS SERVICE**

- a) 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.
- b) Time Warner Cable shall not, without the written consent of the Municipality, abandon its Cable Television System or any portion thereof in such a way as would limit its ability to continue to provide cable service to all subscribers.

#### **SECTION 18 – EMPLOYEE IDENTIFICATION/TRAINING**

- a) Each employee of Time Warner Cable entering upon private property, including employees of contractors and subcontractors employed by Time Warner Cable, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Time Warner Cable and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.
- b) Time Warner Cable shall provide property training for employees and shall institute policies and procedures that foster courteous and professional conduct.
- c) Time Warner Cable will neither 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.

#### **SECTION 19 – RATES**

- a) Rates and charges imposed by Time Warner Cable for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC, to the extent required by applicable Federal and State law.
- b) Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges.

#### **SECTION 20 – PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

- a) Time Warner Cable shall comply with applicable Federal and State law, rules and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the Cable Television System including Section 895.4 of the rules of the NYSPSC. The PEG channels shall be shared with local governments and residents of other communities served by the system.
- b) Time Warner Cable shall maintain the facilities used to transmit signals from Town Hall at 420 Route 209, Huguenot, NY to its head end for carriage on the PEG channels.
- c) Time Warner Cable has provided a camera (Panasonic PV760 Camcorder Kit # KIVA10055) for PEG programming production use at no cost to the Municipality. Time Warner Cable shall replace the camera with one of similar quality and functionality upon request of the Municipality after the fifth anniversary of the Effective Date or at any time upon request of the Municipality in the event the camera malfunctions by no fault of the Municipality, provided, however, that Time Warner Cable shall not be obligated to provide more than two additional cameras due to such cause.
- d) Time Warner Cable shall provide and maintain a single service outlet and basic service to all school, police station, firehouse and municipally owned building which is occupied for governmental purposes without charge to the Municipality, provided the connection point is no further than two hundred (200) feet from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets without the express written consent of Time Warner Cable.

#### **SECTION 21 – MUNICIPAL EMERGENCIES**

- a) Time Warner Cable shall participate, to the extent required by law, rule or regulation, in the Emergency Alert System established pursuant to Part 11 of the FCC rules. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Municipality on a shared basis with other municipalities in the region.

#### **SECTION 22 – 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 subscriber's 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 provide notice to each subscriber of its procedures reporting and resolving subscriber complaints as required by applicable regulations.

- 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) 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.
- f) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Sections 890 and 896 of the Rules and Regulations of the NYSPSC.
- g) Time Warner Cable agrees to attend an annual meeting at the written request of the Municipality. This request shall provide at least a thirty (30) day notice of such date as well as provide any specific agenda items.

### **SECTION 23 - FRANCHISE FEES**

- a) Time Warner Cable shall pay to the Municipality during the term of this Franchise an annual sum equal to the maximum stated percentage set by law of Time Warner Cable's Gross Revenues as a Franchise Fee provided however that any obligation specified herein shall be consistent with limits on franchise fees established under applicable law. At the time of the effective date of this Franchise, such maximum is five percent (5%).
- b) In the event the law changes and no maximum percentage is set in law, the parties shall negotiate in good faith with respect to such percentage. Until the parties agree on a different percentage, the percentage will be five percent (5%). Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than forty-five (45) days after the close of each such period.
- c) Each quarterly payment shall be accompanied by a report prepared by Time Warner Cable setting out the basis for the computation of the payment.
- d) The Municipality or its agent may question and request data concerning the calculation of scope of the franchise fees paid by Time Warner Cable to the Municipality pursuant to this Section within three hundred sixty five (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, the Municipality shall be deemed to have accepted Time Warner Cable's payment and waived its rights to challenge the amount or calculation of such payment.
- e) There shall be applied as a credit against the Franchise Fee the aggregate of
  - 1) 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;
  - 2) Any non-capital expenses incurred by Time Warner Cable in support of the PHG access requirements of this Franchise; and

- 3) Any fees or assessments payable to the NYSPSC which when combined with all other fees and payments deemed a franchise fee under applicable law would exceed the maximum percentage permitted by law of the Gross Receipts.

Time Warner Cable shall have the right to apply franchise fees derived from the operation of the system to provide cable service paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

**SECTION 24 – SEVERABILITY, GOVERNING LAW, POLICE POWERS, REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION**

- a) Should any provision of this Franchise be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, 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.

**SECTION 25 – COMPLIANCE WITH FEDERAL AND STATE LAW**

- a) Time Warner Cable shall conform to all Federal and State laws, rules and regulations in the construction and operation of its cable television system. All rules and regulations of the FCC and NYSPSC relating to cable television franchises, as now enacted or subsequently amended, are incorporated herein by reference. Time Warner Cable shall take such additional action as is necessary to formally incorporate in the terms of this franchise any modifications required by amendment of applicable Federal and State laws, rules and regulations governing the contents of cable television franchises within one year of their adoption or at the time of franchise renewal, whichever occurs first.

**SECTION 26 – NOTICE**

- a) 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 person and locations as specified below. Both Time Warner Cable and the Municipality may change where notice is to be given by giving notice to the other.

When notices sent to Time Warner Cable:

Time Warner Cable  
Hudson Valley Region  
Director of Government Affairs  
1778 State Route 52

Time Warner Cable  
Draft  
May 16, 2011

Liberty, NY 12754  
Telephone: (845) 695-9625  
Facsimile: (845) 292-1656

With a copy to:

Time Warner Cable  
Law Department, Regulatory  
60 Columbus Circle  
New York, NY 10023

When notices sent to the Municipality:

Town of Deerpark  
Supervisor  
Town Hall  
P.O. Box 621  
420 Route 209  
Huguenot, NY 12746

#### **SECTION 27 – 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 extend 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 28 – RIGHTS OF ENFORCEMENT**

- a) Nothing 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 29 – FURTHER ASSURANCES**

- a) The Municipality shall, without further consideration, execute and deliver such further instrument(s) 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 30 - INTEGRATION**

- a) 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 in interest and permitted assigns.
- b) 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.
- c) This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.
- d) 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.
- e) 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 31 - NO JOINT VENTURE**

- a) 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 Franchise this 22<sup>nd</sup> day of November, 2011.

TIME WARNER NY CABLE LLC.

TOWN OF DEERPARK

*Carol A. Henry*

By: *Karl A. Fichene*

Title: *Executive Vice President*

Title: *DEERPARK TOWN SUPERVISOR*  
*11/22/11*



**EXHIBIT 5**



February 8, 2012

VIA: CERTIFIED & RETURN RECEIPT REQUESTED

The Honorable Karl Brabenec  
Supervisor  
Town of Deerpark  
PO Box 621  
420 Route 209  
Huguenot, NY 12746

Dear Supervisor Brabenec:

Attached please find a complete copy of our application to the New York State Public Service Commission for their approval of the franchise renewal recently granted to Time Warner Cable by the Town of Deerpark.

We request that you place this in your files and make it available to the public on request during regular office hours.

Very truly yours,

A handwritten signature in cursive script that reads "Brenda".

Brenda M. Parks  
Director  
Government Relations

Attachment





## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a complete copy of the application to the New York State Public Service Commission for the approval of franchise renewal for the Town of Deerpark was sent to the Town Clerk by first class mail on February 8, 2012.

Brenda White



**EXHIBIT 6**



February 8, 2012

Legal Ad Department  
Times Herald Record  
PO Box 2046  
40 Mulberry Street  
Middletown, NY 10940

Dear Editor:

Please publish the attached legal notice one time each of two consecutive weeks.

Billing for the above should be to Time Warner Cable at the address shown. Please forward the proof of publication to my attention as soon as possible.

Very truly yours,

A handwritten signature in cursive script that reads "Brenda".

Brenda M. Parks  
Director  
Government Relations

Attachment



## LEGAL NOTICE

Notice is hereby given that Time Warner Cable has filed with the New York State Public Service Commission a request for approval of a renewal of its cable television franchise in the Town of Deerpark. A copy of the materials constituting the application are available for public inspection at the office of the Town Clerk, the Commission and the Company during normal business hours. Interested parties may file comments or objections with the Commission at Agency Building Three, Empire State Plaza, Albany, NY 12223-1350. The renewal may not take effect without prior approval of the New York State Public Service Commission.