



June 14, 2013

VIA EMAIL: secretary@dps.ny.gov

The Honorable Jeffrey C. Cohen
Acting Secretary to the Commission
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223

RE: Town of Neversink

Dear Acting Secretary Cohen:

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 Neversink.

1. The Town was informed of our intent to renew on October 11, 2001; 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 April 10, 2013. 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 Federal Express. 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



October 11, 2001

**VIA CERTIFIED MAIL &
RETURN RECEIPT REQUESTED**

The Honorable Georgiana Lepke
Supervisor
Town of Neversink
P.O. Box 307
Grahamsville, NY 12740

Dear Supervisor Lepke:

Time Warner Cable is pleased to have provided cable television service to the Town of Neversink. We believe that we have been responsive in meeting the cable television related needs and interests of our customers in your community. Just as importantly, we value the good working relationship we have with the Town and its elected officials.

As you may know, our franchise to provide cable television service will expire on May 11, 2004. Accordingly, Cablevision Industries, Inc., d/b/a Time Warner Cable hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C. 546(a).

Our Area Manager, Linda Hicks, will be contacting you shortly to schedule a meeting at which time we can discuss the renewal and a schedule in more detail.

As always, please do not hesitate to contact me or Linda should you have any questions regarding the renewal or our service in general.

Sincerely yours,

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

Brenda M. Parks

CC: Linda Hicks, Area Manager
Maureen Sheveland



EXHIBIT 2
FORM R-2
Application for Renewal of Franchise

Town of Neversink

1. The exact legal name of applicant is:

Time Warner Cable Northeast 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 Neversink.

(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 January, 2013. 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: \$19.75
Standard Service: \$56.95
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 Neversink – 2.33 miles

In the municipalities specified in Question 5(b)?

Town of Callicoon – 1.44 miles
Town of Cohecton – 6.44 miles
Town of Deerpark - 1.34 miles
Town of Fallsburg - 1.44 miles
Town of Hamptonburg - .77 miles
Town of Liberty - 2.70 miles
Town of Marbletown - .93 miles
Town of Mt. Hope - 1.80 miles
Town of Redhook - .61 miles
Town of Rhinebeck - 2.43 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:

Brenda

Director, Government Relations

June 14, 2013

Date



Attachment A

Attachment A

MUNICIPALITY	Subs
City of Kingston	7,324
City of Middletown	6,727
City of Newburgh	3,558
City of Port Jervis	2,345
City of Poughkeepsie	5,763
Stewart Air Force Base	106
Town of Bethel	1,105
Town of Blooming Grove	1,136
Town of Callicoon	610
Town of Catskill	498
Town of Cochecton	264
Town of Colchester	56
Town of Cornwall	2,091
Town of Crawford	2,471
Town of Deerpark	1,868
Town of Delaware	634
Town of Esopus	2,836
Town of Fallsburg	2,227
Town of Forestburgh	207
Town of Fremont	182
Town of Gardiner	1,451
Town of Goshen	1,701
Town of Hamptonburgh	1,161
Town of Highland	694
Town of Highlands	533
Town of Hunter	868
Town of Hurley	1,962
Town of Jewett	261
Town of Kingston	297
Town of LaGrange	1,031
Town of Liberty	1,118
Town of Lloyd	77
Town of Lumberland	379
Town of Mamakating	2,378
Town of Marbletown	1,723
Town of Marlborough	2,295
Town of Montgomery	2,026
Town of Mount Hope	939
Town of Neversink	755
Town of New Paltz	2,183
Town of New Windsor	7,448
Town of Newburgh	3,992
Town of Newburgh	916

MUNICIPALITY	Subs
Town of Olive	1,393
Town of Plattekill	6
Town of Pleasant Valley	2,818
Town of Poughkeepsie	4,073
Town of Red Hook	1,308
Town of Rhinebeck	1,157
Town of Rochester	1,705
Town of Rockland	954
Town of Rosendale	1,673
Town of Saugerties	4,731
Town of Shandaken	1,237
Town of Shawangunk	2,551
Town of Thompson	2,550
Town of Tusten	293
Town of Ulster	4,101
Town of Wallkill	7,721
Town of Wawarsing	1,638
Town of Wawayanda	1,843
Town of Woodstock	2,443
Village of Bloomingburg	211
Village of Chester	573
Village of Cornwall-on-Hudson	658
Village of Ellenville	1,309
Village of Goshen	1,994
Village of Highland Falls	1,208
Village of Hunter	352
Village of Jeffersonville	193
Village of Liberty	1,188
Village of Maybrook	824
Village of Montgomery	1,259
Village of Monticello	1,827
Village of New Paltz	1,348
Village of Otisville	309
Village of Red Hook	726
Village of Rhinebeck	1,181
Village of Saugerties	1,367
Village of Tannersville	284
Village of Tivoli	353
Village of Walden	1,881
Village of Washingtonville	1,766
Village of Woodridge	264
Village of Wurtsboro	523
West Point - USMA	642



Attachment B



- BASIC
- 166. Antenna TV*
 - 507. The A&E Channel*
 - 192. Azteca*
 - 502. CNC Whist*
 - 16. CNN (K, W, Po, Rb)
 - 161. CDZ1 TV*
 - 147. C-SPAN*
 - 749. C-SPAN HD*
 - 148. C-SPAN 2*
 - 720. C-SPAN 2 HD*
 - 149. C-SPAN 3*
 - 721. C-SPAN 3 HD*
 - 15. Discovery Channel (K, W, Po, Rb)
 - 20. Educational Access (M, K, W, P, Po, Rb, N, Sa, Mo, L, Tu)
 - 21. ESPN
 - 190. Estrella*
 - 24. FX
 - 724. FX HD
 - 57. HSN*
 - 757. HSN HD
 - 17. JON TV
 - 563. JTV (3am-4pm)
 - 534. JBN*
 - 536. KBS Whist*
 - 160. Kids Thirteen*
 - 531. The Korean Channel*
 - 186. LATV*
 - 687. Live Well HD*
 - 532. Media Korea*
 - 546. NGTV (3am-3pm)
 - 792. NHK World HD*
 - 411. ONTWC*
 - 23. Public Access (M, K, W, P, Po, Rb, N, Sa, Mo, L, Tu)
 - 18. QVC
 - 710. QVC HD
 - 99. Revenue Control Programming*
 - 19. Resaved (O, S)
 - 85. RSVP*
 - 139. RT*
 - 182. Shop Zee1 2*
 - 183. Shop Zee1 3*
 - 184. Shop Zee1 4*
 - 185. Shop Zee1 5*
 - 20. SUNNY NP (NP)
 - 713. Thirteen HD
 - 14. TNT (K, W, Po, Rb)
 - 72. TV Guide
 - 19. Univision (O, S, K, W, Po, Rb)
 - 168. VMe
 - 20. W42AE Dutch Comm. Coll. (Po)
 - 7. WABC
 - 707. WABC HD

- 163. WABC News Now*
- 12. WBNG (L, T)*
- 8. WBRF (Mo, Tu)*
- 2. WCBS
- 702. WCBS HD
- 162. WGN America*
- 679. WGN America HD
- 55. WLNY*
- 775. WLNY HD
- 10. WMBC (M, K, P, NP, Mo, L)
- 4. WNBC
- 704. WNBC HD
- 13. WNET (K, L, M, Mo, Tu, O, Sh, Po, Rb, Ro, TP)
- 19. WNET (PBS) (H, Sa)
- 64. WNUJTelemundo
- 761. WNUJ HD
- 13. WNYT (H, Sa)*
- 5. WNYW
- 11. WPIX
- 711. WPIX HD
- 8. WRGB (CBS)*
- 170. WRGB (CBS) HD (H)
- 706. WRGB (CBS) HD (H)
- 22. WRNN
- 1. WTVB (M, K, W, Po, Rb, N, Sa, NP, P, L, Ro, H, O, S)
- 10. WTEW (H)
- 10. WTEW*
- 10. WTEW (W, Sa, Ro)
- 10. WTEW (WBNC)* (M, K, P, Mo, L, O, S)
- 710. WTEW HD (H)
- 10. WXTV
- 719. WXTV HD (M, K, N, Mo, L, T, P, NP, S)
- 9. WWOR
- 709. WWOR HD
- 6. Your News Now (YNN)
- 706. YNN HD

- 766. Bravo HD
- 45. Cartoon Network
- 745. Cartoon Network HD
- 31. CNBC
- 731. CNBC HD
- 16. CNM (M, N, M, L, P, T, NP, H, Ro, Sa)
- 716. CNN HD
- 25. Comedy Central
- 725. Comedy Central HD
- 78. Country Music Television***
- 694. CMT HD
- 49. C-SPAN
- 15. Discovery (M, N, Mo, L, T, NP, P, H, Ro, Sa)
- 75. Discovery Channel HD
- 76. Discovery Fit & Health
- 38. Disney Channel
- 738. Disney Channel HD
- 44. E!
- 744. E! HD
- 772. ESPN HD
- 71. ESPN2
- 771. ESPN2 HD
- 36. Food Network
- 736. Food Network HD
- 121. Fox Business Network (K, R, P, Po, W, Sa, H, O, S)
- 758. Fox Business Network HD
- 501. France 24
- 50. Galavision
- 750. Galavision HD
- 73. The Golf Channel**
- 773. The Golf Channel HD
- 84. Hallmark Channel*** (K, R, P, Po, W, Sa, H, O, S)
- 37. HLN
- 737. HLN HD
- 63. HGTV
- 763. HGTV HD
- 48. History
- 748. History HD
- 58. Lifetime Access
- 41. Lifetime
- 741. Lifetime HD
- 52. Lifetime Movie Network
- 752. Lifetime Movie Network HD
- 68. MSG
- 768. MSG HD*
- 195. MSG 2 HD
- 67. MSG Plus
- 767. MSG Plus HD
- 196. MSG Plus 2 HD
- 46. MSNBC
- 716. MSNBC HD
- 82. MTV
- 742. MTV HD
- 51. National Geographic Channel

- 751. National Geographic Channel HD
- 81. NBC Sports Network
- 781. NBC Sports Network HD
- 32. Nickelodeon
- 732. Nickelodeon HD
- 83. Oxygen (M, M, P, NP, Ro, Mo, L, T)
- 753. Oxygen HD
- 756. Palladia (H)
- 483. PPV 3D
- 43. Syfy
- 743. Syfy HD
- 53. Syfy NBC
- 108. Speed
- 786. Speed HD
- 33. Spike TV
- 733. Spike TV HD
- 70. SportsNet New York
- 504, 770. SportsNet New York HD
- 197. SportsNet Xtra 1
- 188. SportsNet Xtra 2
- 26. TBS
- 726. TBS HD
- 74. TCM**
- 774. TCM HD
- 39. TLC
- 739. TLC HD
- 14. TNT
- 714. TNT HD (M, N, Mo, L, P, T, NP, H, Ro, Sa)
- 714. TNT HD
- 80. Travel Channel**
- 780. Travel Channel HD
- 47. truTV
- 747. truTV HD
- 72. TV Guide
- 75. TV Land**
- 413. TWC Sports*
- 461. TWC Sports HD
- 30. USA Network
- 730. USA Network HD
- 754. Velocity
- 60. VH1
- 760. VH1 HD
- 64. WE Women's Entertainment
- 764. WE Women's Entertainment HD
- 35. The Weather Channel
- 69. YES Network
- 505, 789. YES Network HD

- DIGITAL TELEVISION
- 87. The Africa Channel
 - 787. The Africa Channel HD
 - 79. Animal Planet
 - 779. Animal Planet HD
 - 100. Answers On Demand
 - 171. Aspire
 - 150. BBC World News
 - 698. BBC World News HD
 - 109. Bco
 - 759. Bco HD
 - 122. Bloomberg TV
 - 717. Bloomberg HD
 - 132. Boomerang
 - 138. CCTV 9
 - 111. Centric
 - 119. Chiller
 - 106. Cloo
 - 100. CNBC World
 - 126. CNN International
 - 145. Cooking Channel
 - 791. Cooking Channel HD
 - 686. Crime and Investigation HD
 - 503. Crossings TV
 - 113. Destination America
 - 782. Destination America HD
 - 146. Disney Junior
 - 735. Disney Junior HD
 - 101. Disney XD
 - 728. Disney XD HD
 - 142. E! Network
 - 688. E! Network HD
 - 159. ESPN Previews
 - 173. ESPN Deportes
 - 487. ESPN Deportes HD
 - 172. ESPN News
 - 478. ESPN News HD
 - 170. ESPN2
 - 479. ESPN2 HD
 - 97. ESWH
 - 788. EWTN HD
 - 257. Fox Movie Channel
 - 62. Fox News Channel
 - 762. Fox News Channel HD
 - 107. Fox Soccer Channel
 - 485. Fox Soccer Channel (L)
 - 136. Fox Deportes
 - 486. Fox Deportes HD
 - 77. FUSE
 - 691. FUSE HD
 - 124. G4
 - 692. G4 HD
 - 144. GAC (Great American Country)
 - 652. GMC
 - 680. GMC HD
 - 110. GSN (Game Show Network)
 - 693. GSN HD
 - 84. Hallmark Channel
 - 684. Hallmark Channel HD
 - 153. Hallmark Movie Channel
 - 784. Hallmark Movie Channel HD
 - 699. HD Showcase On Demand
 - 180. H2
 - 697. H2 HD

- 102. The Hub
- 789. The Hub HD
- 14. IFC
- 723. IFC HD
- 560. InAgriAsian
- 125. Investigation Discovery
- 755. Investigation Discovery HD
- 151. Jewell TV
- 137. Jewish Life TV
- 114. Lifetime Real Women
- 155. LOGO
- 104. MTV
- 105. MTV2
- 174. MLB Network
- 489. MLB Network HD
- 116. MTV2
- 793. MTV2 HD
- 179. MTV Jams
- 178. MTV Jams HD
- 42. mun2
- 541. Mux
- 158. National Geographic Wild
- 696. National Geographic Wild HD
- 175. NBA TV
- 488. NBA TV HD
- 156. News 12 (M, N, NP, P)
- 115. Nick Jr
- 134. Nicktoons Network
- 716. NFL Network
- 462. NFL Network HD
- 154. Nuno TV
- 159. NY State Legislative
- 1. NY1
- 701. NY1 HD
- 95, 801. NY1 Noticias
- 91. NY101 and 102
- 109. Outdoor Channel
- 480. Outdoor Channel HD
- 104, 862. OWN
- 682. OWN HD
- 131. Rextz
- 683. Rextz HD
- 191. RLTV
- 103. Science
- 777. Science HD
- 127. SOAPnet
- 65. Style Network
- 765. Style Network HD
- 140. Sundance
- 790. Sundance HD
- 133. Teen Nick
- 167. Tbs
- 157. TVGN
- 690. TVGN HD
- 794. TV Land HD
- 50. TV One

- 790. TV One HD
 - 123. VH1 Classic
 - 135. The Word Network
 - 178. Youtube
- INTERNET
- 833. Animal Planet
 - 803. Antena
 - 811. BBC America
 - 450, 841. beIN Sports en Español
 - 850. Bloomberg
 - 844. Boomerang (SAP)
 - 805. Canal Sur
 - 815. Caracol
 - 845. Cartoon Network (SAP)
 - 892. Centric
 - 805. Cine Libre
 - 806. Cine Mexicano
 - 891. CMT
 - 849. CNBC World
 - 852. CNN Espanol
 - 851. CNN International
 - 865. Cooking Channel
 - 819. Discovery Espanol
 - 829. Discovery Familia
 - 863. Discovery Fit & Health
 - 840. Disney Channel
 - 882. Disney XD (SAP)
 - 886. DTV Network
 - 814. Ecuavisa
 - 800. Espanol On Demand
 - 821. ESPN Deportes
 - 823. ESPN News
 - 487. ESPN Deportes HD
 - 807. Estrella
 - 867. EWTN
 - 868. EWTN Espanol

- 854. Foxet Network
- 822. Fox Deportes
- 486. Fox Sports HD
- 824. Fox Soccer Channel
- 892. GAC
- 812. Galavision
- 813. Game Show Network (GSN)
- 820. GOL TV
- 469. GOL TV HD
- 837. Hallmark
- 838. History en Espanol
- 831. HITN
- 875. HSN
- 886. HTV
- 842. The Hub
- 817. Invisio
- 839. Investigation Discovery
- 876. Jewell TV
- 830. La Familia
- 861. Latele Novela
- 859. Lifetime Real Women
- 856. Millenium
- 837. Military Channel
- 889. MTV 2
- 838. Multimedios
- 887. mun2
- 860. The NET
- 847. Nick Jr
- 846. Nicktoons
- 880. Nuno TV
- 854. NY1
- 801. NY1 Noticias
- 862. OWN
- 834. Planet Ocean
- 874. QVC
- 855. RT
- 836. Science
- 873. Shop NBC



EFFECTIVE 04/2013
 * Requires applicable computer equipment, such as a satellite dish or a digital receiver for direct-to-dish services. ** On Demand
 *** Not available on Digital Select Plus.

Channel Lineup

858 _____ Soapnet
 843 _____ Sorpresa
 799 _____ Spanish Reviews On Demand
 809 _____ Super Canal Caribe
 883 _____ Teen Nick
 810 _____ Telemicro
 888 _____ T/2s
 835 _____ Travel Channel
 816 _____ TV Columbia
 808 _____ TV Dominicana
 881 _____ TV Land
 853 _____ TVE24
 802 _____ TVE Internacional
 416, 848, _____ TWC Deportes
 428 _____ TWC Deportes HD
 860 _____ Ubalina Satelital
 897 _____ Vindomovies
 890 _____ VH1 Classic
 818 _____ Vme
 806 _____ WAPA America
 827 _____ WAPA Televisión
 870 _____ The World Network
 825 _____ WXTV Univision

MUSIC CHANNEL

Included with Digital Service Pak, DT Value, DTV en Español and DTV Digital Television
 623 _____ 70's
 622 _____ 80's
 621 _____ 90's
 618 _____ Adult Alternative
 616 _____ Alternative
 631 _____ Classic Country
 617 _____ Classic Alternative
 612 _____ Classic Rock
 640 _____ Classical Music Recs.
 632 _____ Contemporary Christian
 637 _____ Blues
 604 _____ Dance/Electronic
 639 _____ Easy Listening
 610 _____ Gospel
 602 _____ Hip Hop and R&B
 606 _____ Hip Hop Classics
 601 _____ Hit List
 636 _____ Jazz
 627 _____ Kids Only
 641 _____ Light Classical
 603 _____ MC Mix Tape
 605 _____ Metal
 645 _____ Mexicana
 642 _____ Musica Urbana
 629 _____ Party Favorites
 620 _____ Pop Hits
 643 _____ Pop Latino
 605 _____ Rap
 609 _____ R&B Classics

619 _____ R&B Soul
 611 _____ Reggae
 613 _____ Retn Rock
 614 _____ Rock
 646 _____ Romances
 638 _____ Singers & Swing
 635 _____ Smooth Jazz
 619 _____ Soft Rock
 624 _____ Solid Gold Oldies
 634 _____ Soundscapes
 633 _____ Sounds of the Season
 626 _____ Stage & Screen
 607 _____ Tirolback Jazz
 629 _____ Toby's Country
 628 _____ Toddler Tunes
 644 _____ Topicals
 630 _____ True Country

FREE ON DEMAND

Included with DT Value and DTV Digital Television. Select channels (*) are included with DTV en Español
 799 _____ Answers On Demand Español*
 1276 _____ Automobile On Demand*
 1021, 899, _____ Cutting Edge On Demand
 1012, 899, _____ Entertainment On Demand*
 1078 _____ Find It On Demand*
 1006 _____ Free Movies On Demand
 1081 _____ Health On Demand*
 1047, 1991, _____ Kids On Demand*
 1013, 1987, _____ Lifestyle On Demand*
 798 _____ Lo Mejor On Demand*
 1028 _____ MC On Demand*
 1080 _____ Movie Trailers On Demand*
 1029, 1992, _____ Music On Demand
 1015, 1986, _____ Nature & Knowledge On Demand
 1111 _____ NY1 On Demand*
 1010, 1994, _____ Primetime On Demand*
 1023, 1988, _____ Sports & Fitness On Demand
 1052 _____ Travel On Demand*
 100 _____ TW Cable How To On Demand*
 1000 _____ WNN On Demand*

ON DEMAND MOVIES

1049 _____ Disney On Demand
 1050 _____ Disney Family Movies On Demand
 800 _____ Español On Demand
 699 _____ HD Showcase On Demand
 1002 _____ Hits On Demand
 528 _____ The Jewish Channel On Demand
 1001 _____ Kids & Teens On Demand
 1000 _____ Movies On Demand

PAPER VIEW & ON DEMAND EVENTS

351, 491 _____ IN DEMAND Preview
 352, 492 _____ IN DEMAND 1
 353, 493 _____ IN DEMAND 2
 354, 494 _____ IN DEMAND 3
 355, 495 _____ IN DEMAND 1 HD
 356, 496 _____ IN DEMAND 2 HD

FAMILY CHOICE

1900 _____ Boomerang
 1901 _____ CSPAN 2
 1902 _____ CSPAN 3
 1008 _____ Discover Fit & Health
 1906 _____ Disney Channel
 1913 _____ Disney XD
 1907 _____ DIY Network
 1914 _____ Food Network
 1909 _____ HGTV
 1903 _____ HLN
 1904 _____ The Hub
 1910 _____ La Familia
 1911 _____ Nick Jr.
 1905 _____ Science
 1912 _____ The Weather Channel

PREMIUM CHANNELS

216 _____ @MAX
 1667 _____ @Max HD
 213 _____ ActionMAX
 660 _____ ActionMAX HD
 711 _____ CineMax
 658 _____ CineMax HD
 210 _____ CineMax On Demand
 217 _____ Five Star Max
 664 _____ Five Star Max HD
 201 _____ HBO
 208, 651 _____ HBO HD
 202 _____ HBO2
 652 _____ HBO2 HD
 655 _____ HBO Comedy HD
 204 _____ HBO Family
 654 _____ HBO Family HD
 207 _____ HBO Latino
 657 _____ HBO Latino HD
 200 _____ HBO On Demand
 203 _____ HBO Signature
 653 _____ HBO Signature HD
 206 _____ HBO Zone
 656 _____ HBO Zone HD
 212 _____ MoreMAX
 659 _____ MoreMAX HD
 218 _____ OuterMAX
 665 _____ OuterMAX HD

249 _____ Playboy TV
 248 _____ Playboy TV On Demand
 221 _____ Showtime
 209, 666 _____ Showtime HD
 225 _____ Showtime Beyond
 670 _____ Showtime Beyond HD
 224 _____ Showtime Extreme
 669 _____ Showtime Extreme HD
 227 _____ Showtime Family Zone
 228 _____ Showtime Next
 673 _____ Showtime Next HD
 220 _____ Showtime On Demand
 223 _____ Showtime Showcase
 668 _____ Showtime Showcase HD
 222 _____ Showtime Too
 667 _____ Showtime Too HD
 226 _____ Showtime Women
 671 _____ Showtime Women HD
 241 _____ Starz
 676 _____ Starz HD
 244 _____ Starz Cinema
 246 _____ Starz Comedy
 681 _____ Starz Comedy HD
 242 _____ Starz Edge
 677 _____ Starz Edge HD
 245 _____ Starz in Black
 243 _____ Starz Kids & Family
 678 _____ Starz Kids & Family HD
 240 _____ Starz On Demand
 214 _____ ThrillerMAX
 661 _____ ThrillerMAX HD
 231 _____ TMC (The Movie Channel)
 674 _____ TMC HD
 230 _____ TMC On Demand
 232 _____ TMC 8tra
 675 _____ TMC Xtra HD
 215 _____ WMAX
 662 _____ WMAX HD

PREMIUM CHANNELS EN ESPAÑOL

916 _____ @MAX
 913 _____ ActionMAX
 911 _____ CineMax
 951 _____ Encore
 917 _____ Five Star Max
 901 _____ HBO
 952 _____ HBO HD
 902 _____ HBO2
 953 _____ HBO2 HD
 905 _____ HBO Comedy
 956 _____ HBO Comedy HD
 904 _____ HBO Family
 955 _____ HBO Family HD
 907 _____ HBO Latino
 958 _____ HBO Latino HD
 903 _____ HBO Signature

954 _____ HBO Signature HD
 906 _____ HBO Zone
 957 _____ HBO Zone HD
 910 _____ MoreMAX
 918 _____ OuterMAX
 921 _____ Showtime
 925 _____ Showtime Beyond
 924 _____ Showtime Extreme
 927 _____ Showtime Family
 928 _____ Showtime Next
 923 _____ Showtime Showcase
 922 _____ Showtime Too
 926 _____ Showtime Women
 941 _____ Starz
 944 _____ Starz Cinema
 946 _____ Starz Comedy
 942 _____ Starz Edge
 945 _____ Starz in Black
 943 _____ Starz Kids & Family
 944 _____ ThrillerMAX
 931 _____ TMC (The Movie Channel)
 932 _____ TMC Xtra
 915 _____ WMAX

INTERNATIONAL PREMIUM CHANNELS

Arabic:
 508 _____ ART
 Brazilian/Portuguese:
 513 _____ PFC
 511 _____ RTP1
 512 _____ TV Globo
 Chinese-Cantonese:
 581 _____ TVBI
 Chinese-Mandarin:
 1940 _____ CCTV 4
 583 _____ Chinese Cinema
 67, 582 _____ Chinese Prime
 1941 _____ CTI Zhong Tian
 1944 _____ ETTV Cine
 1946 _____ ETTV Drama
 1945 _____ ETTV Financial News
 585, 1942 _____ ETTV NY
 1948 _____ Phoenix InfoNews
 584 _____ Phoenix North America
 1947 _____ Nvvo TV
 Filipino:
 539 _____ The Filipino Channel
 538 _____ Filipino On Demand
 544 _____ GMA DWLS Radio
 543 _____ GMA DZBB Radio
 542 _____ GMA Life
 540 _____ GMA Pinoy
 French:
 555 _____ TV5 Movie

German:
 553 _____ DW (Armenia)
 Greek:
 546 _____ Antenna
 545 _____ NGTV
 Hebrew:
 529 _____ The Israeli Network
 Italian:
 552 _____ Mediaset Italia
 554 _____ Rai Italia
 Japanese:
 515 _____ TV Japan
 514 _____ TV Japan HD
 Polish:
 557 _____ Polskie Radio
 556 _____ TV Polonia

Russian:
 522 _____ Channel One Russia
 519 _____ CTC
 518 _____ Dorn Kino
 517 _____ Mukha Pervogo
 523 _____ NTV America
 516 _____ Rossiya
 524 _____ RTN
 527 _____ RTN Plus
 530 _____ RTR Planeta
 521 _____ RTVI
 526 _____ TVDQD Russian News
 520 _____ Vleriya
 South Asian - Bangladesh:
 575 _____ The Bangladesh Channel
 South Asian - Hindi:
 570 _____ Bollywood Hits On Demand
 563 _____ JTV Gold
 571 _____ NFO Cricket
 562 _____ Sahara Film
 561 _____ SET Asia
 567 _____ Star India Grill
 566 _____ Star India Late Dk.
 568 _____ Star India News
 565 _____ Star India Plus
 569 _____ TV Asia
 574 _____ UTV Movies
 564 _____ Zee TV
 South Asian - Punjabi:
 573 _____ J is Punjab
 South Asian - Urdu:
 572 _____ AAJ

SPORTS PACKAGES

477 _____ ESPN Buzzer Beater
 421-426 _____ ESPN Game Play/ESPN Full Court
 380-388 _____ Game HD Channels 1-9
 431-439 _____ Game HD Channels 1-9
 381-394 _____ MLB Extra Innings/NFL Center Ice
 361-366 _____ NBA League Pass

367-370 _____ MLS Direct Kick/NBA League Pass
 360-368 _____ Team HD Channels 1-9
 401-409 _____ Team HD Channels 1-9

HD XTRA

Package includes Time Warner Cable Sports Pass as well as the HD channels listed below
 647 _____ MAV TV HD
 650 _____ MGM HD
 649 _____ Smithsonian HD
 648 _____ Smithsonian HD On Demand

TIME WARNER CABLE SPORTS PASS

Standard definition except where indicated.
 448 _____ beIN Sports
 429 _____ beIN Sports HD
 472 _____ Big Ten Network HD
 473 _____ Big Ten 2 HD
 474 _____ Big Ten 3 HD
 457 _____ CBS Sports Network
 467 _____ CBS Sports Network HD
 477 _____ ESPN Buzzer Beater
 451 _____ ESPN Classic
 452 _____ Fox College Sports Atlantic
 453 _____ Fox College Sports Central
 454 _____ Fox College Sports Pacific
 460 _____ Fox Soccer Plus
 470 _____ Fox Soccer Plus HD
 456 _____ Fuel
 459 _____ GOL TV
 469 _____ GOL TV HD
 177 _____ NFL RedZone
 463 _____ NFL RedZone HD
 458 _____ NHL Network
 468 _____ NHL Network HD
 414 _____ Pac-12
 464 _____ Pac-12 HD
 416 _____ Sports Extra 2
 419 _____ Sports Extra 4
 466 _____ Strike Zone
 455 _____ Tennis Channel
 465 _____ Tennis Channel HD
 415 _____ TWC SportsNet
 427 _____ TWC SportsNet HD

TIME WARNER CABLE MOVIE PASS

260 _____ AMC
 284 _____ AMC HD
 251 _____ Encore
 275 _____ Encore HD
 252 _____ Encore Action
 255 _____ Encore Drama
 253 _____ Encore Love
 254 _____ Encore Suspense
 258 _____ Encore Family
 268 _____ Fearnet
 292 _____ Fearnet HD
 267 _____ Fearnet On Demand
 291 _____ Fearnet On Demand HD
 287 _____ Hellman Movie Channel HD
 265 _____ JFC
 289 _____ JFC HD
 252 _____ Lifetime Movie Network
 286 _____ Lifetime Movie Network HD
 295 _____ REEL 2
 283 _____ REEL 2 HD
 256 _____ SunBreeze
 390 _____ SunBreeze HD
 267 _____ Time Warner Cable Movie Pass On Demand
 261 _____ Turner Classic Movies
 285 _____ Turner Classic Movies HD
 ADULT PREMIUM CHANNELS
 300 _____ Adult On Demand
 340 _____ Gay On Demand
 335 _____ Real On Demand
 336 _____ Real TV
 341 _____ HS On Demand
 332 _____ Howard Stern On Demand
 321 _____ Hustler TV
 320 _____ Hustler TV On Demand
 322 _____ Hustler TV HD
 326 _____ IN DEMAND 1 PPV
 327 _____ IN DEMAND 2 PPV
 338 _____ ManHouse
 337 _____ ManHouse On Demand (included with Manhandle)
 339 _____ ManHouse PPV
 331 _____ Outrageous On Demand
 314 _____ PenHouse
 313 _____ PenHouse On Demand (included with Penhouse)
 331 _____ PenHouse PPV
 250, 312 _____ Playboy on Español
 311 _____ Playboy TV
 310 _____ Playboy TV On Demand (included with Playboy TV)
 318 _____ REAL
 317 _____ REAL On Demand (included with REAL)
 325 _____ REAL PPV
 316 _____ TEN
 315 _____ TEN On Demand (included with TEN)
 324 _____ TEN PPV
 330 _____ Too Much for TV On Demand



Attachment C

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



EXHIBIT 3

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK

SS

COUNTY OF SULLIVAN

LINDA G. COMANDO

Being duly sworn, states that she is the Treasurer of GNOME HOME, INC., publishers of YE OLDE TRI-VALLEY TOWNSMAN, a weekly newspaper printed and published at Grahamsville, New York, and that the notice of which a printed copy is hereunto annexed was published in said newspaper

On

Thursday, 3-28, 2013

Signed: Linda G. Comando

Subscribed and sworn to before me this

30th day of

April, 2013
Michelle M. Mehr

Notary Public

MICHELLE M. MEHR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ME4845655
QUALIFIED IN SULLIVAN COUNTY
COMMISSION EXPIRES 8/31/13

PUBLIC NOTICE
PLEASE TAKE NOTICE

10

THAT the Town Board of the Town of Neversink, New York, will hold a Public Hearing on April 10, 2013, at 7:15 p.m. in the Town Hall, 273 Main Street, Grahamsville, New York, for the purpose of considering a request by Time Warner NY Cable LLC, Time Warner Cable ("TWC") for renewal of their Franchise Agreement.

A copy of the proposed Franchise Agreement may be inspected at the Office of the Town Clerk or at the offices of TWC.

March 14, 2013
Lisa Garigliano, Town Clerk

3/28

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
)ss.:
COUNTY OF SULLIVAN)

I, THE UNDERSIGNED Clerk of the Town of Neversink, Sullivan County, New York,
DO HEREBY CERTIFY:

On the 14 day of March, 2013 I caused to be posted on the official sign
board maintained by me pursuant to Subdivision 6 of Section 30 of the Town Law of the State
of New York, a public notice of Public Hearing with respect to
Renewal of Franchise Agreement.

A true and correct copy of the notice posted as aforesaid is annexed hereto.

Lisa Garigliano
Lisa Garigliano, Town Clerk
Town of Neversink

Sworn to before me this
14th day of March, 2013

Janis Offringa
Notary Public

JANIS OFFRINGA
NOTARY PUBLIC STATE OF NEW YORK
SULLIVAN COUNTY
LIC. #010F6261685
COMM. EXP. MAY 14, 2016

Also posted on Town's website.

**PUBLIC NOTICE
PLEASE TAKE NOTICE**

THAT the Town Board of the Town of Neversink, New York, will hold a Public Hearing on April 10, 2013, at 7:15 p.m. in the Town Hall, 273 Main Street, Grahamsville, New York, for the purpose of considering a request by Time Warner NY Cable LLC, Time Warner Cable (“TWC”) for renewal of their Franchise Agreement.

A copy of the proposed Franchise Agreement may be inspected at the Office of the Town Clerk or at the offices of TWC.

March 14, 2013

Lisa Garigliano, Town Clerk



EXHIBIT 4

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

TOWN OF NEVERSINK

THIS AGREEMENT, executed in triplicate this 10 day of APRIL, 2013, by and between the TOWN OF NEVERSINK, (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 CABLE NORTHEAST LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee") the local place of business of which is currently located at 2778 State Route 52, Liberty, NY 12754 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 the 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 hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Time Warner Cable's franchise as provided hereinafter; and

WHEREAS, The Board, in granting this franchise renewal, embodied in the agreement the results of its review and any negotiations with Time Warner Cable and has determined that said franchise agreement and Time Warner Cable respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("NYSPSC");

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 - DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means any service tier which includes the retransmission of local broadcast signals.
- (b) "Board" means the Board of Trustees of the Municipality.
- (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 Service to multiple subscribers within a community.
- (e) "Time Warner Cable" means Time Warner Cable Northeast LLC.
- (f) "Effective Date" of this agreement shall be that date subsequent to confirmation of the Franchise, by the New York State Public Service Commission ("NYSPSC") agreed to by the parties, which date is (calendar date).
- (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 fees actually received by and paid to Time Warner Cable subscribers residing within the Municipality for Cable Television Service purchased by subscribers.
- (j) "May" is permissive.
- (k) "Municipality" means the Town of Neversink. 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 CONDITION 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 and using such easements.
- (b) Nothing in this Franchise shall limit the right of Time Warner Cable to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into

existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Time Warner Cable. The provision by Time Warner Cable of any service other than cable service shall be subject to all applicable laws and regulations and to any right the 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) In the event the Municipality grants to any other Person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Municipality shall insert the following language into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of Time Warner Cable without the prior written consent of Time Warner Cable. Grantee shall indemnify Time Warner Cable against any damages or expenses incurred by Time Warner Cable as a result of any removal, damage, penetration, replacement or interruption of the services of Time Warner Cable caused by the Grantee." As used immediately above in the above quoted paragraph, the term "Time Warner Cable" shall mean Time Warner Cable Inc., as defined in this Franchise, and its successors, assigns and transferees.

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder.

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. (hereinafter referred to as the "Communications Act"). 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) In a full and public proceeding, affording due process, the Municipality has considered and approved Time Warner Cable's technical ability and character and has considered and found adequate Time Warner Cable's plans for constructing and operating the cable system.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be ten (10) years, effective the date the New York State Department of Public Service approves the franchise agreement.

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 5 shall not be applicable and no prior approval shall be required if Time Warner Cable shall transfer this Franchise to any of its principal partners, to any parent, subsidiary or affiliate of any of the principal partners of Time Warner Cable, or to any other firms or entities controlling, controlled, by or under the same common control as Time Warner Cable.

SECTION 6 - REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
 - (i) Time Warner Cable fails after sixty (60) days written notice from the 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 days notice, the Municipality's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable is adjudged a bankrupt; or
 - (iii) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise.

- (b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing Time Warner Cable with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Municipality from all liability, damage and reasonable cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The 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.
- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Municipality evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

- (a) Time Warner Cable hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide

use of and access to said poles or conduit space by Time Warner Cable for Time Warner Cable's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, Time Warner Cable may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

- (b) Subject to the provisions of sub-paragraph (c) below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines be installed underground, Time Warner Cable shall install its lines underground in accordance with such requirement.
- (c) Notwithstanding the foregoing, if Time Warner Cable shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 9 - 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) working days prior written notice in order to arrange for the changes required.

SECTION 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Time Warner Cable in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television

System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.

- (b) Time Warner Cable agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.
- (c) Whenever Time Warner Cable or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to Time Warner Cable from the 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 overhanging the Streets of, and abutting private property, (i.e., in the public way) 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 Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

Time Warner Cable shall continue to provide cable service to all subscribers who meet their obligations to Time Warner Cable with respect to such service. Time Warner Cable shall not, without the written consent of the 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 without the written consent of the Municipality.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

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. In addition, the Franchisee shall extend service to all dwelling units within the corporate limits of the Town in which the density of dwelling units is at least twenty (20) dwelling units per cable mile in accordance with 895.5 of the NYSDPS rules.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract 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.

- (b) 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 the FCC. Time Warner Cable shall maintain staffing levels and support equipment to 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. 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, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 - RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers.

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

- (a) At the request of the Municipality, Time Warner Cable shall provide and maintain a single service outlet and basic service to any school, police station, firehouse/first aid and municipally owned building which is occupied for governmental purposes, provided the connection point is no further than two hundred feet (200') 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.
- (b) Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.
- (c) Municipality and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.
- (d) Municipality will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Municipality of the confidential nature of the information. In the event that the Municipality receives request

for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Municipality will give Time Warner Cable notice of such request as soon as possible prior to disclosure in order to allow Time Warner Cable to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Time Warner Cable shall comply with the standards for public, educational and governmental (PEG) access channels as set forth in Section 895.4 of the Rules of the NYSPSC.

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Time Warner Cable to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Time Warner Cable's standard and customary practices and applicable rules and regulations of the FCC.
- (b) Notice of Time Warner Cable's procedures for reporting and resolving billing disputes and Time Warner Cable's policy and the subscribers rights in regard to "personally identifiable information," as that term is defined in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all subscribers as required by Federal or State law.
- (c) 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.
- (d) The Administrator, as the case may be, for the Municipality for this Franchise shall be Supervisor or Mayor 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.
- (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 shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints as required by applicable regulations.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the Municipality an amount equal to 3% of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees 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.
- (c) Payment of the franchise fee shall be due annually within one hundred twenty (120) days of the end of the company's fiscal year. Time Warner Cable shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

**SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS
REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION**

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.
- (b) To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Municipality.
- (e) Time Warner Cable will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

SECTION 20 - NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail, or overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and 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
2778 State Route 52
Liberty, NY 12754
Telephone: (845) 695-9625
Facsimile: (845) 292-1656

When notices sent to
Municipality:

Town of Neversink
Supervisor
Town Hall
P.O. Box 307
273 Main Street
Grahamsville, NY 12740

SECTION 21 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of strike, Acts of God, acts of public enemies, order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's obligations hereunder shall automatically 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 22 - RIGHTS OF ENFORCEMENT

Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 23 - FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Time Warner Cable may reasonably request in order to effect and confirm this Franchise and the rights and obligations contemplated herein.

SECTION 24 - INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSpsc.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.

The headings of the various Sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 25 - NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or to the public in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2013.

TIME WARNER CABLE NORTHEAST LLC.	MUNICIPALITY:
	TOWN OF NEVERSINK
By: 	By: 
Officer Name	Name
Title: <u>SVP & CFO RESIDENTIAL SERVICES</u>	MARK MCCARTHY
	SUPERVISOR

**TOWN OF NEVERSINK
RESOLUTION NO. 13 OF 2013
AUTHORIZING THE SUPERVISOR TO ACCEPT AND SIGN
THE PROPOSED FRANCHISE RENEWAL AGREEMENT
WITH TIME WARNER NY CABLE, LLC AS AMENDED**

WHEREAS, the Town Board of the Town of Neversink, New York, held a Public Hearing on April 10, 2013, at 7:15 p.m. in the Town Hall, 273 Main Street, Grahamsville, New York, for the purpose of considering a request by Time Warner NY Cable LLC, Time Warner Cable ("TWC") for a franchise agreement renewal,

WHEREAS, the Town of Neversink Town Board and Time Warner Cable are desirous of entering into an agreement: and

NOW, THEREFORE BE IT RESOLVED by the Town Board of the Town of Neversink, New York, as follows:

The Supervisor of the Town of Neversink is authorized to accept and execute said proposed franchise agreement with Time Warner Cable

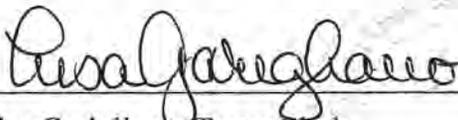
This Resolution shall take effect immediately.

Motion made at a regular meeting of the Town Board of the Town of Neversink on April 10, 2013.

Moved by: Councilman Richard Coombe Jr.
Seconded by: Councilman Georgianna Lepke
Aye: 5 Noes: 0 Absent: 0
And Adopted on Motion: April 10, 2013

I, Lisa Garigliano, Town Clerk of the Town of Neversink, certify that I have compared the foregoing Resolution with the original on file in the Office of the Town Clerk and the same is a true and correct copy of such resolution and of the proceedings of the Town Board in connection with such matter.

Dated: April 11, 2013
Town of Neversink
Grahamsville, New York



Lisa Garigliano, Town Clerk

**TOWN OF NEVERSINK
RESOLUTION NO. 13 OF 2013
AUTHORIZING THE SUPERVISOR TO ACCEPT AND SIGN
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This Resolution shall take effect immediately.

Motion made at a regular meeting of the Town Board of the Town of Neversink on April 10, 2013.

Moved by: Councilman Richard Coombe Jr.

Seconded by: Councilman Georgianna Lepke

Aye: 5 Noes: 0 Absent: 0

And Adopted on Motion: April 10, 2013



EXHIBIT 5



June 14, 2013

VIA: Federal Express

The Honorable Mark McCarthy
Supervisor
Town of Neversink
273 Main Street
Grahamsville, NY 12740

Dear Supervisor McCarthy:

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 Neversink.

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 Neversink was sent to the Town Clerk by Federal Express on June 14, 2013.

Brenda G Ormrod



EXHIBIT 6



June 14, 2013

Legal Ad Department
The Townsman
PO Box 232
Grahamsville, NY 12740

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 Neversink. 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.