

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	<u>Brenda M Parks</u>
Your Company/Organization:	<u>Time Warner Cable</u>
Mailing Address:	<u>2778 State Route 52, Liberty, NY 12754</u>
Company/Organization you represent, if different from above:	<u> </u>
E-Mail Address:	<u>brenda.parks@twcable.com</u>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

A.

☒ I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

☒ I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

☐ I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <u>Brenda M Parks</u>	Date: <u>3-28-13</u>
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March 28, 2013

VIA EMAIL: secretary@dps.state.ny.us

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

RE: City of Poughkeepsie

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 City of Poughkeepsie.

1. The City was informed of our intent to renew on March 6, 2003; 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 October 1, 2012. 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 City 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



March 6, 2003

**VIA CERTIFIED MAIL &
RETURN RECEIPT REQUESTED**

The Honorable Colette Lafuente
Mayor
City of Poughkeepsie
P.O. Box 300
Poughkeepsie, NY 12601

Dear Mayor Lafuente:

Time Warner Cable is pleased to have provided cable television service to the City of Poughkeepsie. 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 City and its elected officials.

As you may know, our franchise to provide cable television service will expire on February 26, 2006. Accordingly, 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).

I 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 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
Director
Government & Public Relations

CC: Maureen Sheveland
Harriet Novet
Kathy Scopp



EXHIBIT 2

FORM R-2

Application for Renewal of Franchise

City of Poughkeepsie

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 City of Poughkeepsie.

(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: \$55.95

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)?

City of Poughkeepsie - 0

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 Neversink - 2.33 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

March 28, 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 Cochection	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



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Digital Starter Pak includes: Basic, Standard and Music Choice. DTV includes: Basic, Standard, DTV Digital Television and Music Choice. DTV Package includes: Basic, DTV on Demand and Music Choice. The purchase of Basic service is required to receive other services. The purchase of Standard service is required to receive DTV Digital Television. HD cable box required to view HD channels.



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- 156. Antenna TV
- 507. The Arabic Channel
- 192. Azteca
- 502. CNC World
- 16. CNN (K, W, Po, Rh)
- 161. CO2 TV
- 147. CSPAN
- 749. CSPAN HD
- 148. CSPAN 2
- 720. CSPAN 2 HD
- 149. CSPAN 3
- 721. CSPAN 3 HD
- 15. Discovery Channel (K, W, Po, Rh)
- 20. Educational Access (M, K, W, Po, Rh, N, Sa, Mo, L, Ro)
- 21. ESPN
- 190. Estrella
- 24. FX
- 724. FX HD
- 57. HSN
- 757. HSN HD
- 17. ION TV
- 563. ITV 3 am-4 pm
- 534. KBN
- 536. KBS World
- 160. Kids Thirteen
- 531. The Korean Channel
- 186. LATV
- 687. Live With HD
- 532. Media Korea
- 545. NGTV (3 am-3 pm)
- 792. NHK World HD
- 41. ONTWO
- 23. Public Access (M, K, W, Po, Rh, N, Sa, Mo, L)
- 16. QVC
- 718. QVC HD
- 99. Remote Control (Programming)
- 19. Reserved (3 Sh)
- 85. RSVP
- 199. RT
- 182. Shop Zee 2
- 183. Shop Zee 3
- 184. Shop Zee 4
- 105. Shop Zee 5
- 20. SLURP NP (NP)
- 713. Thirteen HD
- 14. TNT (K, W, Po, Rh)
- 72. TV Guide
- 19. Univision (D, Sh, K, W, Po, Rh)
- 169. VMe
- 20. W42AE Dutch Comm. Coll (Po)
- 7. WABC
- 707. WABC HD

- 163. WABC News Now
- 12. WBSG (L, TV)
- 8. WBSR (Mo, Tu)
- 2. WBS
- 702. WBS HD
- 162. WGN America
- 679. WGN America HD
- 10. WABC (M, L, P, J, NP, Mo, L)
- 4. WABC
- 704. WABC HD
- 13. WNET (K, L, M, Mo, N, O, Sh, Po, Rh, Ro, T)
- 19. WNET (PBS) (H, Sa)
- 61. WUJL Telemundo
- 761. WUJL HD
- 13. WYNY (H, Sa)
- 5. WYNY
- 11. WPX
- 711. WPX HD
- 8. WRGB (CBS)
- 706. WRGB (CBS) HD (H)
- 22. WRNH
- 12. WTSB (M, K, W, Po, Rh, N, Sa, NP, P, Ro, H, O, Sh)
- 10. WTEH (H)
- 10. WTEH (Po, Rh, K, W, Sa, Ro)
- 10. WTEH (WABC) (M, L, P, J, NP, Mo, L, O, Sh)
- 710. WTEH HD (H)
- 19. WXTV (Ro, M, N, Mo, L, T, P, J, NP, Sh)
- 719. WXTV HD (M, L, P, J, NP, Ro, M, L, T)
- 9. WWOR
- 709. WWOR HD
- 6. Your News Now (YNN)
- 706. YNN HD

STANDARD

- 484. 3DTV
- 29. AGE
- 729. AGE HD
- 34. ABC Family
- 734. ABC Family HD
- 27. AMC
- 727. AMC HD
- 79. Animal Planet
- 779. Animal Planet HD
- 117. BBC America
- 685. BBC America HD
- 40. BET
- 740. BET HD
- 66. Bravo
- 766. Bravo HD
- 45. Cartoon Network

- 745. Cartoon Network HD
- 31. CNBC
- 731. CNBC HD
- 16. CNN
- 161. CNN (M, L, Mo, L, T, NP, H, Ro, Sa)
- 716. CNN HD
- 25. Comedy Central
- 725. Comedy Central HD
- 98. Country Music Television
- 694. CMT HD
- 49. CSPAN
- 15. Discovery
- 161. Discovery (M, N, Mo, L, T, NP, P, J, H, Ro, Sa)
- 75. Discovery Channel HD
- 76. Discovery Fil & Health
- 38. Disney Channel
- 738. Disney Channel HD
- 44. D
- 744. D HD
- 772. ESPN HD
- 71. ESPN2
- 771. ESPN2 HD
- 36. Food Network
- 736. Food Network HD
- 101. Fox Business Network
- 758. Fox Business Network HD
- 501. France 24
- 50. Galaxion
- 750. Galaxion HD
- 73. The Golf Channel
- 773. The Golf Channel HD
- 84. Hallmark Channel
- 10. Hallmark Channel (K, Rh, Po, W, Sa, H, O, Sh)
- 37. HLN
- 737. HLN HD
- 63. HGTV
- 763. HGTV HD
- 48. History
- 748. History HD
- 58. Leased Access
- 41. Lifetime
- 741. Lifetime HD
- 52. Lifetime Movie Network
- 752. Lifetime Movie Network HD
- 68. MSG
- 768. MSG HD
- 105. MSG 2 HD
- 67. MSG Plus
- 767. MSG Plus HD
- 106. MSG Plus 2 HD
- 46. MSNBC
- 746. MSNBC HD
- 40. 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, L, P, J, NP, Ro, Mo, L, T)
- 753. Oxygen HD
- 756. Palada HD
- 483. PPV 3D
- 43. Syfy
- 743. Syfy HD
- 53. Shop NBC
- 108. Speed
- 786. Speed HD
- 33. Spike TV
- 733. Spike TV HD
- 70. SportsNet New York
- 504. 770. SportsNet New York HD
- 197. Sports Xtra 1
- 198. Sports Xtra 2
- 26. TBS
- 726. TBS HD
- 74. TCM
- 774. TCM HD
- 39. TLC
- 739. TLC HD
- 14. TNT
- 161. TNT (M, L, Mo, L, 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
- 80. 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. YES Network HD

DTV-DIGITAL TELEVISION

- 87. The Africa Channel
- 767. The Africa Channel HD
- 79. Animal Planet
- 779. Animal Planet HD
- 100. Answers On Demand
- 171. Aspire
- 50. BBC World News
- 698. BBC World News HD
- 129. Bio

- 759. Bio HD
- 122. Bloomberg TV
- 717. Bloomberg HD
- 132. Boomerang
- 138. CCTV
- 111. Centric
- 119. CW
- 106. CW
- 120. CWBC World
- 126. CWI International
- 145. Cooking Channel
- 791. Cooking Channel HD
- 586. Crime and Investigation HD
- 503. Crossings TV
- 113. Destination America
- 782. Destination America HD
- 145. Disney Junior
- 735. Disney Junior HD
- 101. Disney XD
- 728. Disney XD HD
- 142. DIY Network
- 688. DIY Network HD
- 99. DTV Previews
- 173. ESPN Deportes
- 487. ESPN Deportes HD
- 176. ESPN News
- 478. ESPN News HD
- 170. ESPN2
- 479. ESPN2 HD
- 97. EWTN
- 788. EWTN HD
- 257. Fox Movie Channel
- 62. Fox News Channel
- 762. Fox News Channel HD
- 107. Fox Soccer Channel
- 485. Fox Soccer Channel HD
- 136. Fox Sports
- 486. Fox Sports HD
- 77. FUSE
- 691. FUSE HD
- 121. G4
- 692. G4 HD
- 144. GAC (Great American Country)
- 65. GMC
- 680. GMC HD
- 110. GSN (Game Show Network)
- 693. GSN HD
- 84. Hallmark Channel
- 584. Hallmark Channel HD
- 784. Hallmark Movie Channel HD
- 699. HD Showcase On Demand
- 130. H2
- 697. H2 HD
- 102. The Hub
- 789. The Hub HD
- 14. JFC

- 723. JFC HD
- 560. JmagnAsian
- 125. Investigation Discovery
- 755. Investigation Discovery HD
- 151. Jewelry TV
- 137. Jewish Life TV
- 114. Lifetime Real Women
- 155. LOGO
- 164. MeTV
- 105. Military Channel
- 174. MLB Network
- 489. MLB Network HD
- 116. MTV2
- 793. MTV2 HD
- 179. MTV Hits
- 178. MTV Jams
- 42. mun2
- 541. Myx
- 158. National Geographic Wild
- 696. National Geographic Wild HD
- 175. NBA TV
- 488. NBA TV HD
- 156. News 12 (M, N, NP, P, J)
- 15. Nick Jr.
- 134. Nicktoons Network
- 176. NFL Network
- 462. NFL Network HD
- 154. Nuvo TV
- 159. NY State Legislature
- 1. NY1
- 701. NY1 HD
- 95. NY1 Noticias
- 91. NY1 Rail and Road
- 109. Outdoor Channel
- 480. Outdoor Channel HD
- 104. OWN
- 682. OWN HD
- 131. Reelz
- 683. Reelz HD
- 191. RLTV
- 103. Science
- 777. Science HD
- 127. SOAPnet
- 65. Style Network
- 765. Style Network HD
- 140. Sundance
- 290. Sundance HD
- 131. Teen Nick
- 167. Tids
- 157. TV Guide
- 690. TV Guide HD
- 794. TV Land HD
- 90. TV One
- 790. TV One HD
- 123. VH1 Classic
- 135. The Word Network
- 128. YouGo

100

- 839. Animal Planet
- 803. Animal Planet
- 811. BBC America
- 450. 841. BeIN Sports en Español
- 430. BeIN Sports en Español HD
- 850. Bloomberg
- 844. Boomerang (GAP)
- 805. Canal Sur
- 815. Caracol
- 845. Cartoon Network (GAP)
- 893. Centric
- 895. Cine Latino
- 896. Cine Mexicano
- 891. CMT
- 849. CNBC World
- 852. CNN Espanol
- 851. CNN International
- 865. Cooking Channel
- 819. Discovery Espanol
- 829. Discovery Familia
- 863. Discovery Fil & Health
- 840. Disney Channel
- 882. Disney XD (GAP)
- 866. DIY Network
- 814. Ecuavisa
- 800. Espanol On Demand
- 821. ESPN Deportes
- 823. ESPN News
- 487. ESPN Deportes HD
- 807. Estrella
- 701. EWTN
- 95. EWTN Noticias
- 91. EWTN Rail and Road
- 109. Outdoor Channel
- 480. Outdoor Channel HD
- 104. OWN
- 682. OWN HD
- 131. Reelz
- 683. Reelz HD
- 191. RLTV
- 103. Science
- 777. Science HD
- 127. SOAPnet
- 65. Style Network
- 765. Style Network HD
- 140. Sundance
- 290. Sundance HD
- 131. Teen Nick
- 167. Tids
- 157. TV Guide
- 690. TV Guide HD
- 794. TV Land HD
- 90. TV One
- 790. TV One HD
- 123. VH1 Classic
- 135. The Word Network
- 128. YouGo



For the most up-to-date lineup, visit timewarnercable.com or call 800.892.4357

EFFECTIVE 01/2013
Requires digital cable set-top box and equipment. Actual availability is a digital service for cable service that includes a digital box. **Not included with Digital Starter Pak.

Channel lineup

883. Teen Nick
890. Telemicro
888. TGS
825. Travel Channel
816. TV Colombia
808. TV Dominicana
881. TV Land
853. TVE 24
802. TVE Internacional
416.846. TWC Deportes
428. TWC Deportes HD
760. Ulltima Satellite
897. Vendo movies
890. VH1 Classic
818. Vme
806. WAPA America
877. WOLU Telemundo
870. The World Network
825. WATV/Univision

MUSIC CHOICE

Included with Digital Starter Pak, OTValue, DTV en Español and DTV-Digital Television
623. 70s
622. 80s
621. 90s
618. Adult Alternative
616. Alternative
631. Classic Country
617. Classic Alternative
612. Classic Rock
640. Classical Masterpieces
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. Jazz Only
641. Light Classical
603. MC Mix Tape
615. Metal
645. Mescana
642. Musica Urbana
625. Party Favorites
620. Pop Hits
643. Pop Latino
605. Rap
608. R&B Classics
609. R&B Soul
611. Reggae
613. Retro 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
607. Stage & Screen
607. Throwback Jamz
629. Today's Country
628. Toddler Tunes
644. Tropicals
630. True Country

FREE ON DEMAND

Included with OTValue and DTV-Digital Television. Select channels (V) are included with DTV en Español.
799. Answers On Demand Español
1276. Automotive On Demand
1021989. Culling Edge On Demand
1012993. Entertainment On Demand
1278. First On Demand
1006. Free Movies On Demand
1281. Health On Demand
10471991. Kids On Demand
10131987. Lifestyle On Demand
798. Lo Mejor On Demand
1028. MC On Demand
1280. Movie Trailers On Demand
10291992. Music On Demand
10161986. Nature & Knowledge On Demand
111. NY On Demand
10101994. Primetime On Demand
10231988. Sports & Fitness On Demand
1282. Travel On Demand
100. TW Cable How To On Demand
1110. YNN 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

WARRIOR MOVIE

ON DEMAND EVENTS
351.491. JIN DEMAND Previews
352.492. JIN DEMAND 1
353.493. JIN DEMAND 2

354.494. JIN DEMAND 3
355.495. JIN DEMAND 1 HD
356.496. JIN DEMAND 2 HD

FAMILY CHOICE

1900. Boomerang
1901. CSPAN 2
1902. CSPAN 3
1908. Discovery Fit & Health
1906. Disney Channel
1913. Disney XD
1907. DIY Network
1914. Food Network
1909. HGTV
1903. Hulu
1904. The Hub
1910. La Familia
1911. Nick Jr.
1909. Science
1912. The Weather Channel

PREMIUM CHANNELS

216. @MAX
663. @Max HD
213. ActionMAX
660. ActionMAX HD
211. 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
662. HBO2 HD
205. HBO Comedy
665. HBO Comedy HD
204. HBO Family
654. HBO Family HD
207. HBO Latino
657. HBO Latino HD
200. HBO On Demand
203. HBO Signature
663. HBO Signature HD
206. HBO Zone
656. HBO Zone HD
212. MoreMAX
669. MoreMAX HD
218. OutlierMAX
668. OutlierMAX 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
243. 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
681. ThrillerMAX HD
241. TMC (The Movie Channel)
674. TMC HD
230. TMC On Demand
232. TMC Xtra
675. TMC Xtra HD
275. 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
918. OutlierMAX
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
914. ThrillerMAX
931. TMC (The Movie Channel)
932. TMC Xtra
975. WMAX

INTERNATIONAL PREMIUM CHANNELS

Arabic:
508. AR F
Brazilian/Portuguese:
503. PFC
511. RTR
512. TV Goto
Chinese - Cantonese:
581. TVBI
Chinese - Mandarin:
1940. CCTV-4
583. Chinese Cinema
67582. Chinese Prime
1941. CTI Zhong Tian
1944. ETTV China
1948. ETTV Drama
1945. ETTV Financial News
5871943. ETTV News
5851942. ETTV NY
1948. Phoenix InfoNews
584. Phoenix North America
1947. Toyo TV
Filipino:
539. The Filipino Channel
538. Filipino On Demand
544. GMA DWLS Radio
543. GMA DZBB Radio
542. GMA Life
540. GMA Proxy
French:
555. TV5 Monde
German:
553. DW (Armenia)
Greek:
546. Antenna
545. HGTV

Hebrew:
529. The Israeli Network
Italian:
552. Mediaset Italia
554. Rai Italia
Japanese:
555. TV Japan
514. TV Japan HD
Polish:
557. Polskie Radio
556. TV Polonia
Russian:
522. Channel One Russia
519. CTC
518. DonVino
517. Muzika Per vogo
523. MTV America
516. Rossiya
524. RTN
527. RTN Plus
530. RTR Planeta
521. RTVI
526. TVR000 Russian Kino
520. Yremia
South Asian - Bangladeshi:
575. The Bangladesh Channel
South Asian - Hindi:
570. Bollywood Hits On Demand
563. JTV Gold
571. HBO Cricket
562. Sahara Filmy
561. SET Asia
567. Star India Gold
566. Star India Lite OK
568. Star India News
565. Star India Plus
569. TV Asia
574. UTV Movies
564. Zee TV
South Asian - Punjabi:
573. Jus Punjab
South Asian - Urdu:
572. AAU

SPORTS PACKAGES

477. ESPN Buzzier Buzzer
471-426. ESPN Game Rival/ESPN Full Court
380-388. Game HD Channels 1-9
431-439. Game HD Channels 1-9
381-394. MLB Extra Innings/MLB Center Ice
361-366. NBA League Pass
357-370. MLS Direct Kick/NBA League Pass
360-368. Team HD Channels 1-9
401-405. Team HD Channels 1-9

HD/TV-A

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.
449. ESPN Sports
429. ESPN 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 Buzzier Buzzer
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
418. 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
256. Encore Westerns
268. Fearnet
292. Fearnet HD

267. Fearnet On Demand
291. Fearnet On Demand HD
267. Hallmark Movie Channel HD
265. IFC
289. IFC HD
262. Lifetime Movie Network
286. Lifetime Movie Network HD
259. REEL Z
283. REEL Z HD
266. Sundance
290. Sundance 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. Heral On Demand
336. Heral TV
341. HHS On Demand
332. Howard Stern On Demand
321. Hustler TV
320. Hustler TV On Demand
322. Hustler TV HD
326. JIN DEMAND 1 PPV
327. JIN DEMAND 2 PPV
302. Jarcy On Demand
338. Manhandle
337. Manhandle On Demand (Included with Manhandle)
339. Manhandle PPV
331. Outrageous On Demand
314. Penthouse
313. Penthouse On Demand (Included with Penthouse)
331. Penthouse PPV
250.312. Playboy en 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

24800.24826.0113CHAn PPV



Attachment C

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



EXHIBIT 3

Poughkeepsie Journal

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, _____ of the City of Poughkeepsie,
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal, a
newspaper published every day in the year 2012 in the
city of Poughkeepsie, Dutchess County, New York, and
that the annexed Notice was duly published in the said
newspaper for one insertion
successively, in each week, commencing on the 8th
day of Sept. in the year of 2012 and
on the following dates thereafter, namely on:

And ending on the _____ day of _____ in
the year of 2012, both days inclusive.

Rita Lombardi
Subscribed and sworn to before me this 10th day
of September in the year of 2012.

Rose Ann Simpson

Notary Public

My commission expires 1/4/2014

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01516215893
Qualified in Dutchess County
Commission Expires January 4, 2014

CITY OF POUGHKEEPSIE, NEW YORK
COMMON COUNCIL'S
PUBLIC HEARING
Monday, October 1,
2012
6:15 p.m.

NOTICE IS HEREBY
GIVEN that pursuant to
the Charter and Codes
of the City of Pough-
keepsie, Administrative
Code, Section 14.04, a
Common Council Public
Hearing will be held on
Monday, October 1,
2012 at 6:15 p.m., in the
Common Council Cham-
bers, Third Floor, Mu-

nicipal Building/City
Hall, 62 Civic Center
Plaza, Poughkeepsie,
New York, for the pur-
pose of receiving com-
ments on the proposed
Franchise Agreement
with Time Warner Cable
Dated: September 5,
2012
Respectfully submitted,
Deanne L. Flynn
City Chamberlain

5448

Hudson Valley News

P.O. Box 268
Hyde Park, NY 12538

Affidavit of Publication

State of New York
County of Dutchess

CITY OF POUGH-
KEEPSIE, NEW
YORK COMMON
COUNCIL'S PUB-
LIC HEARING
Monday, October
1, 2012 6:15 p.m.
NOTICE IS HEREBY
GIVEN that pursu-
ant to the Charter
and Codes of the
City of Poughkeep-
sie, Administra-
tive Code, Section
14.04, a Common
Council Public
Hearing will be
held on Monday,
October 1, 2012
at 6:15 p.m., in the
Common Council
Chambers, Third
Floor, Municipal
Building/City Hall,
62 Civic Center
Plaza, Poughkeep-
sie, New York, for
the purpose of re-
ceiving comments
on the proposed
Franchise Agree-
ment with Time
Warner Cable Dat-
ed: September 5,
2012 Respectfully
submitted, Deanne
L. Flynn, City
Chamberlain

"Affidavit of Publication":

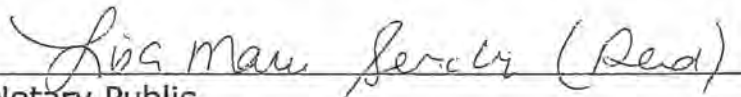
The undersigned is the publisher of the Hudson Valley News, a weekly newspaper published in Hyde Park, New York. A notice regarding CITY OF POUGHKEEPSIE COMMON COUNCIL'S PUBLIC HEARING on October 1, 2012 was published in said newspaper on 9/12/12. The text of the notice as published in said newspaper is as set forth on this sheet, or in the annexed exhibit.

This newspaper has been designated by the Clerk of Dutchess County for this purpose.



Caroline Carey, Publisher

Sworn to me this 15 day of sept, 2012



Notary Public

My commission expires 10/09/2015

LISA MARIE SERVODIO
Notary Public, State of New York
No. 01SE6175210
Qualified in Dutchess County
Commission Expires 10/09/2015



EXHIBIT 4

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

CITY OF POUGHKEEPSIE

THIS AGREEMENT, executed in triplicate this 27th day of March, 2013, by and between the CITY OF POUGHKEEPSIE, (hereinafter referred to as the Municipality) by the Mayor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Common Council) and TIME WARNER CABLE NORTHEAST 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 2778 State Route 52, Liberty, NY 12754, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the City Law the Common Council 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 Common Council has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Common Council 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 Common Council deemed necessary and that is required by law, the Common Council decided to renew Time Warner Cable's franchise as provided hereinafter; and

WHEREAS, The Common Council, 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) "Common Council" 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 revenue, as determined in accordance with generally accepted accounting principles, which is derived by Time Warner Cable from the operation of the Cable System to provide Cable Service in the Service Area.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

(i) Basic Service;

(ii) all fees charged to any Subscribers for any and all Cable Service provided by Time Warner Cable over the Cable System in the Service Area, including without limitation Cable Service related on-screen program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees to the extent revenue; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee;

(iii) revenues from the sale or lease of access channel(s) or channel capacity;

(iv) video on demand and pay-per-view;

(v) compensation received by Time Warner Cable that is derived from the operation of Time Warner Cable's Cable System to provide Cable Service with respect to commissions that are paid to Time Warner Cable as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Time Warner Cable pursuant to compensation arrangements for advertising derived from the operation of Time Warner Cable's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue; and

(vi) Franchise Fees imposed on Time Warner Cable by the LFA that are passed through from Time Warner Cable as a line item paid by Subscribers.

Except as provided above, Gross Revenue shall not include:

(i) Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Time Warner Cable to provide Cable Service over the Cable System;

(ii) bad debts written off by Time Warner Cable in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

(iii) refunds, rebates or discounts made to Subscribers or other third parties;

(iv) any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are not Cable Services; and any other revenues attributed by Time

Warner Cable to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders;

(v) any revenue of Time Warner Cable or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue;

(vi) the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

(vii) any tax of general applicability imposed upon Time Warner Cable or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Time Warner Cable and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

(viii) any foregone revenue which Time Warner Cable chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Time Warner Cable and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Time Warner Cable chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

(ix) sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Time Warner Cable of marketing costs incurred by Time Warner Cable for the introduction of new programming;

(x) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or

(xi) any fees or charges collected from Subscribers or other third parties for any PEG Grant payments.

Should revenue from any service provided by Time Warner Cable over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Time Warner Cable, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Time Warner Cable's provision of such service as Gross Revenue, and Time Warner Cable shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment.

(j) "May" is permissive.

- (k) "Municipality" means the City of Poughkeepsie. 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 Time Warner Cable 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 Ten Million Dollars (\$10,000,000.00) for bodily injury and property damage and excess liability of umbrella coverage in the amount of \$10 million 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 Time Warner Cable'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 Time Warner Cable shall extend service to all dwelling units within the corporate limits of the City 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, Time Warner Cable'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 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.

The PEG channels provided hereunder shall be shared with the other municipalities and their residents which are served by the system.

Within two months from the effective date, Time Warner Cable shall pay the Municipality \$20,000 to finance the purchase of capital equipment to be used for the production of programming for exhibition on the PEG access channels. A second payment of \$20,000 to be used for the same purpose shall be paid within sixty days of the first anniversary of the effective date of the franchise agreement, for a total of \$40,000. Upon request, the Municipality shall provide to Time Warner Cable records identifying the equipment purchased with these funds.

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 5% 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) 692-0901

When notices sent to

Municipality: City of Poughkeepsie
Mayor
City Hall
P.O. Box 300
62 Civic Center Plaza
Poughkeepsie, NY 12601

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.

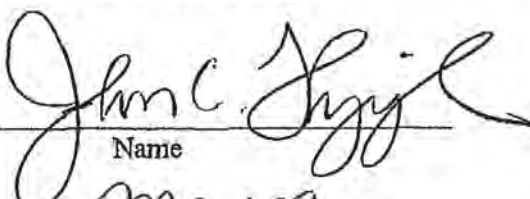
SECTION 25 - NO JOINT VENTURE

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 27 day of March, 2013

TIME WARNER CABLE NORTHEAST LLC. MUNICIPALITY:
CITY OF POUGHKEEPSIE

By: 
Officer Name
CFO
Title: SVP RESIDENTIAL SERVICES

By: 
Name
Title: Mayor

**A RESOLUTION OF THE CITY OF POUGHKEEPSIE, APPROVING A CABLE
TELEVISION FRANCHISE RENEWAL AGREEMENT BETWEEN THE CITY OF
POUGHKEEPSIE AND TIME WARNER CABLE NORTHEAST, LLC**

(R-12-70)

INTRODUCED BY COUNCILMEMBER RICH

WHEREAS, that the Common Council has the exclusive power on behalf of the City of Poughkeepsie to grant franchises providing for or involving the use of the streets of the City and to give the consent of the City to any franchisee for or relating to the occupation of the streets; and

WHEREAS, that pursuant to the Communications Act of 1934, as amended, the Common Council has the authority to grant cable television franchises and renewals thereof on behalf of the City; and

WHEREAS, that that the Common Council and Time Warner Cable, pursuant to said Federal Law and pursuant to applicable New York 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 City of Poughkeepsie has conducted negotiations with Time Warner Cable and conducted a public hearing on October 1, 2012 concerning Time Warner Cable's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; and

WHEREAS, the Common Council has determined that said franchise agreement fulfills and will fulfill the needs of the City with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission;

NOW THEREFORE,

BE IT RESOLVED, that the Common Council hereby adopts and approves the attached agreement entitled "Cable Television Franchise Renewal Agreement" in its entirety; and

BE IT RESOLVED, that in order to effectuate the franchise renewal agreement, the Mayor and/or Corporation Counsel are hereby authorized to execute any and all documents pertaining thereto on behalf of the City.

SECONDED BY COUNCILMEMBER BOYD

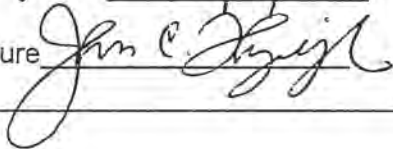
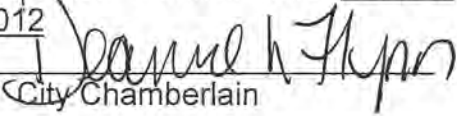
Submitted to Council: October 15, 2012 Council Action: Approved Roll call vote taken: Yes <u>X</u> No _____ Ayes 8 Nays 0 Abstain 0 Absent 0 Approved by Mayor on <u>10/16/12</u> Mayor's Signature <u></u>	I hereby certify the foregoing to be a true and correct copy of a Resolution duly adopted at a regular meeting of the Common Council held <u>October 15, 2012</u> <u></u> City Chamberlain
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EXHIBIT 5



March 28, 2013

VIA: Federal Express

The Honorable John Tkazyik
Mayor
City of Poughkeepsie
62 Civic Center Plaza, PO Box 300
Poughkeepsie, NY 12601

Dear Mayor Tkazyik:

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 City of Poughkeepsie.

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 City of Poughkeepsie was sent to the City Clerk by Federal Express on March 28, 2013.

A handwritten signature in cursive script that reads "Brenda L. O'Neil".



EXHIBIT 6



March 28, 2013

Legal Ad Department
Poughkeepsie Journal
85 Civic Center Plaza
PO Box 1231
Poughkeepsie, NY 12601

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 City of Poughkeepsie. A copy of the materials constituting the application are available for public inspection at the office of the Village 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.