

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:	_____
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>12/23/2011</u>
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December 23, 2011

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

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

RE: Town of Liberty

Dear Secretary Brillling:

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

1. The Town was informed of our intent to renew on December 22, 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 February 22, 2011. The public hearing notice is attached as Exhibit 3.
4. A signed and sealed executed renewal agreement and a copy of the resolution approving the signing of the agreement is attached as Exhibit 4.
5. A complete copy of this application has been served on the Town by first class mail. A certificate of service is attached as Exhibit 5.
6. The required legal notice has been ordered published. Proof of publication will be forwarded when received; as Exhibit 6.

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

Sincerely,

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

Brenda M. Parks
Director
Government Relations



EXHIBIT 1



December 22, 2003

**VIA CERTIFIED MAIL &
RETURN RECEIPT REQUESTED**

The Honorable Richard Martinkovic
Supervisor
Town of Liberty
120 North Main
Liberty, NY 12754

Dear Supervisor Martinkovic:

Time Warner Cable is pleased to have provided cable television service to the Town of Liberty. 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 August 12, 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 M. Parks'.

Brenda M. Parks
Director
Government & Public Affairs

CC: Maureen Sheveland
Harriet Novet
Kathy Scopp



EXHIBIT 2
FORM R-2

Application for Renewal of Franchise

Town of Liberty

1. The exact legal name of applicant is:

Time Warner NY Cable LLC

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

Time Warner Cable

3. Applicant's mailing address is:

Time Warner Cable
2778 State Route 52
Liberty, NY 12754

4. Applicant's telephone number is:

845-695-9625

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

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

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

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

8. Applicant will provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming.

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



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

Primary connections:
Basic Service: \$17.00
Standard Service: \$52.70
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 Liberty – 3.44

In the municipalities specified in Question 5(b)?

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

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

Channel additions

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

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

b. Current Annual Financial Report?
Yes

13. Has any event or change occurred during the past twelve months which has had, or could have a significant impact upon applicant's ability to provide cable television service?

No
If so, describe below:

Brenda Parks
Director, Government Relations

December 23, 2011
Date



Attachment A



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

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

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



Attachment B



Hudson Valley-Middletown/Newburgh Channel Lineup

Basic Service

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

HD Basic Service

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

Standard Service

14	TNT
15	Discovery Channel
16	CNN
25	Comedy Central
26	TBS
27	AMC
29	A&E
30	USA Network
31	CNBC
32	Nickelodeon

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

HD

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

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

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

TV Essentials (package)

11	CW11
679	WGN HD

DTV Value (Package)

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

38	Disney Channel	139	RT (Russian)	622	Music Choice: 80's	754	HD Theater
39	TLC	140	Sundance Channel	623	Music Choice: 70's	755	Investigation Discovery HD
40	BET	141	Independent Film Channel	624	Music Choice: Solid Gold Oldies	756	Palladia HD
41	Lifetime Television	142	Do it Yourself Network	625	Music Choice: Party Favorites	758	Fox Business Network HD
42	MTV	143	Flix	626	Music Choice: Stage & Screen	759	BIO HD
43	Syfy	144	Great American Country (GAC)	627	Music Choice: Kidz Only	760	VH1 HD
44	E! Entertainment Television	145	Cooking Channel	628	Music Choice: Toddler Tunes	761	WNJU HD (Telemundo)
45	Cartoon Network	147	C-SPAN	629	Music Choice: Today's Country	762	Fox News Channel HD
46	MSNBC	148	C-SPAN 2	630	Music Choice: True Country	763	HGTV HD
47	truTV	149	C-SPAN 3	631	Music Choice: Classic Country	765	Style HD
48	History	150	BON TV*	632	Music Choice: Contemporary Christian	766	Bravo HD
50	Galavision	151	Jewelry TV	633	Music Choice: Sounds of the Season	767	Fox Sports Net NY HD
51	National Geographic Channel	152	gmc	634	Music Choice: Soundscapes	768	MSG HD
52	Lifetime Movie Network	154	nuvoTV	635	Music Choice: Smooth Jazz	769	YES HD
53	Shop NBC	155	LOGO	636	Music Choice: Jazz	770	SportsNet NY HD
57	HSN	156	News 12 (Middletown, Newburgh, Port Jervis, New Paltz & Marletown)	637	Music Choice: Blues	771	ESPN 2 HD
58	Leased			638	Music Choice: Singers & Swing	772	ESPN HD
60	VH1	157	TV Guide Network	639	Music Choice: Easy Listening	773	Golf HD
61	Telemundo	158	National Geographic Wild	640	Music Choice: Classical Masterpieces	774	TCM HD
62	Fox News	159	NY State Legislative	641	Music Choice: Light Classical	779	Animal Planet HD
63	HGTV	160	Kids 13	642	Music Choice: Musica Urbana	780	Travel Channel HD
64	WE: Women's Entertainment Network	161	nbcNY (NY Nonstop)	643	Music Choice: Pop Latino	781	Versus HD
65	Style Network	162	WGN America	644	Music Choice: Tropicales	782	Planet Green HD
66	Bravo	163	ABC News Now	645	Music Choice: Maxicana	783	Ovation HD
67	MSG Plus	167	Tr3s	646	Music Choice: Romances	784	Hallmark Movie Channel HD
68	MSG	168	V-me	680	gmc HD	785	Universal HD
69	YES	170	ESPN U	682	OWN HD	786	SPEED HD
70	SportsNet New York	172	ESPN News	683	Reelz HD	787	Africa Channel HD
71	ESPN2	173	ESPN Deportes	684	Hallmark HD	788	EWTN HD
72	TV Guide	174	MLB Network	685	BBC America HD	789	The Hub HD
73	The Golf Channel	175	NBA TV	686	Crime & Investigation Network HD	790	TV One HD
74	TCM	176	Universal Sports	687	Live Well HD	791	Cooking Channel HD
75	TV Land	197	Sports Extra 1	688	DIY HD	798	Lo Mejor On Demand
76	FiTV	198	Sports Extra 2	690	TV Guide HD	801	NY1 Noticias
78	CMT: Country Music Television	199	DTV Preview	692	G4 HD		
79	Animal Planet	275	Encore HD	693	Game Show Network (GSN) HD		
80	Travel Channel	283	Reelz HD	694	CMT HD		
81	Versus	290	Sundance HD	696	National Geographic HD		
82	Oxygen (analog)	309	iN DEMAND Preview	697	History International HD		
83	Oxygen (digital)	478	ESPN News HD	698	Primetime HD On Demand		
84	Hallmark (digital)	479	ESPNU HD	699	HD Showcase On Demand		
85	RSVP	483	3DTV1	701	NY1 HD		
87	The Africa Channel	484	3DTV2	702	WCBS (HD)		
90	TV One	485	FOX Soccer HD	704	WNBC (HD)		
91	NY1 Traffic	486	Fox Deportes HD	705	WNYW-FOX (HD)		
95	NY1 Noticias	487	ESPN Deportes HD	706	YNN HD		
97	EWTN	488	NBA TV HD	707	WABC (HD)		
98	Daystar	489	MLB Network HD	709	WWOR HD		
99	Remote Control Programming	491	iN DEMAND Preview	711	WPIX (HD)		
101	Disney XD	501	France 24	713	Thirteen HDTV		
102	The Hub	502	CNC World	714	TNT HD		
103	SCIENCE	504	SNY HD	715	Discovery HD		
104	OWN: Oprah Winfrey Network	505	YES Network HD	716	CNN HD		
105	Military Channel	507	The Arabic Channel	717	Bloomberg HD		
106	Cloot TV	531	The Korean Channel	718	QVC HD		
107	Fox Soccer Channel	532	Media Korea TV (MKTV)	719	WXTV HD (Univision) (Newburgh, Middletown, Port Jervis, New Paltz, Rosendale, Monticello, Liberty & Tusten only)		
108	Speed Channel	560	ImaginAsian	720	CSPAN 2 HD		
109	Outdoor Channel	590	WQXR FM	721	CSPAN 3 HD		
110	Game Show Network	591	WJFF FM	723	IFC HD		
111	Centric	592	WNYC FM	724	FX HD		
112	Ovation	593	WPDH FM	725	Comedy Central HD		
113	Planet Green	595	WDST FM	726	TBS HD		
114	Lifetime Real Women	596	WSUL FM	727	AMC HD		
115	Nick Jr	597	WRWD FM	728	Disney XD HD		
116	MTV2	598	WHUD FM	729	A&E HD		
117	BBC America	599	WRRV FM	730	USA HD		
118	CURRENT TV	601	Music Choice: Hit List	731	CNBC HD		
119	Chiller	602	Music Choice: Hip-Hop and R&B	732	NBC 4.4		
120	CNBC World	603	Music Choice: MC Mix Tape	733	Spike TV HD		
121	Fox Business Network	604	Music Choice: Dance/Electronica	735	Travel Channel HD		
122	Bloomberg TV	605	Music Choice: Rap	736	Food Network HD		
123	VH1 Classic	606	Music Choice: Hip-Hop Classics	737	Headline News HD		
124	G4	607	Music Choice: Throwback Jamz	738	Disney HD		
125	Investigation Discovery	608	Music Choice: R&B Classics	739	TLC HD		
126	CNN International	609	Music Choice: R&B Soul	740	BET HD		
127	SOAPnet	610	Music Choice: Gospel	742	MTV HD		
128	AmericanLife TV Network	611	Music Choice: Reggae	743	SyFy HD		
129	BIO	612	Music Choice: Classic Rock	744	E! HD		
130	History International	613	Music Choice: Retro Rock	746	MSNBC HD		
131	Reelz	614	Music Choice: Rock	748	History HD		
132	Boomerang	615	Music Choice: Metal	750	Galavision HD		
133	TeenNick	616	Music Choice: Alternative	751	National Geographic HD		
134	Nicktoons Network	617	Music Choice: Classic Alternative	752	Lifetime Movie Network HD		
135	Russia Today	618	Music Choice: Adult Alternative				
136	Fox Sports en Español	619	Music Choice: Soft Rock				
137	Jewish Life TV	620	Music Choice: Pop Hits				
138	CCTV-9 (Chinese)	621	Music Choice: 90's				

DTV en Español (Package)

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

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

Adult Premium

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

503 TV Asia (S. Asian)
 508 ART (Arabic Radio & Television Network)
 511 RTPi
 512 TV Globo
 513 PFC Internacional
 514 TV JAPAN HD
 515 TV JAPAN
 519 CTC (Russian)
 521 RTVi (Russian)
 522 C4R Worldwide (Russian)
 523 NTV America (Russian)
 524 RTN (Russian)
 526 TV 1000 Russian Kino
 527 RTN+
 539 The Filipino Channel (TFC)
 540 GMA Pinoy
 542 GMA Life
 543 GMA DZBB Radio
 544 GMA DWLS Radio
 545 NGTV (Greek)
 546 Antenna (Greek)

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

Seasonal Sports Packages

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

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

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

3D Pass

420 ESPN 3D
 647 MAV TV HD
 648 Smithsonian On Demand HD
 649 Smithsonian Channel HD
 650 MGM HD

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



Attachment C

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



EXHIBIT 3

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

To: TOWN OF LIBERTY
120 N MAIN ST
LIBERTY, NY 12754-1861

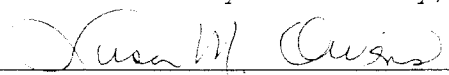
Re: Legal notice #127016

State of New York }
County of Sullivan } SS:

I, Fred W. Stabbert, III, being duly sworn, depose and say: that I am the Publisher of Sullivan County Democrat, a twice-weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat once on 02/11/11.



Sworn to before me this 11th day of February, 2011



Susan M. Owens
Notary Public, State of New York
No. 010W8025547
Qualified in Sullivan County
My commission expires on June 1, 2011

LEGAL NOTICE
TOWN OF LIBERTY
NOTICE OF PUBLIC HEARING ON CABLE TELEVISION FRANCHISE RENEWAL PROPOSAL
PLEASE TAKE FURTHER NOTICE that a public hearing will be held on the Cable Television Franchise Renewal Proposal before the Town Board of the Town of Liberty, at the Town of Liberty Town Hall, 120 North Main Street, Liberty, New York, at 6:50 p.m. prevailing time, on February, 22, 2011, at which time all interested persons will be heard.
Dated: February 9, 2011
LAURIE DUTCHER, Town Clerk
#127016



EXHIBIT 4

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

*Resolution
296-10*

TOWN OF LIBERTY

THIS AGREEMENT, executed in triplicate this 20 day of December, 2010, by and between the TOWN OF LIBERTY, (hereinafter referred to as the Municipality) by the Supervisor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and TIME WARNER NY CABLE LLC, a New York General Partnership, organized and existing under the laws of the State of New York, the local place of business of which is currently located at 2 Industrial Drive, Middletown, NY 10941, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the Town Law the Board has the exclusive power on behalf of the Municipality to grant franchises providing for or involving the use of 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 ^{NY LLC} Inc.
- (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 actually received by and paid to Time Warner Cable by subscribers residing within the Municipality for Cable Television Service purchased by subscribers.
- (j) "May" is permissive.
- (k) "Municipality" means the Town of Liberty. 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 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 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 semi-annually within ninety (90) days of June 30 and December 31. 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 Liberty
Supervisor
Town Hall
120 North Main Street
Liberty, NY 12754

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 20 day of December, 2010.

TIME WARNER NY CABLE LLC.

**MUNICIPALITY:
TOWN OF LIBERTY**

By: John F. Herbert
Officer Name
Title: CFO East Region

By: John E. Schmitt
Name
JOHN E. SCHMITT
Title: SUPERVISOR

TOWN CLERK
TOWN OF LIBERTY
120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754
l.dutcher@townofliberty.org

LAURIE DUTCHER, CMC, RMC
TOWN CLERK

(845) 292-5110
FAX (845) 292-1310

EXTRACT OF MINUTES
TOWN BOARD OF THE TOWN OF LIBERTY
3/7/11

RESOLUTION NO.

RE-CONFIRM APPROVAL OF THE CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT.

Motion by Councilperson Thomas Hasbrouck, seconded by **Councilperson Maurice Gerry**, the Town Board of the Town of Liberty does hereby re-confirm the approval of the Cable Television Franchise Renewal Agreement.

3 AYES - Carried
1 Absent- Supervisor John Schmidt
1 Abstention- Councilperson Chris Austin

* * * * *

I, Laurie Dutcher, Town Clerk of the Town of Liberty, Sullivan County, New York, do hereby certify that I have compared the above copy of a resolution adopted by the Town Board of the Town of Liberty with the one remaining on record in this office, and that the same is a correct transcript and copy thereof, and of the whole of said original.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Town of Liberty, this 11th day of April, 2011.



Laurie Dutcher, Town Clerk

TOWN CLERK
TOWN OF LIBERTY
120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754
l.dutcher@townofliberty.org

Laurie Dutcher, CMC, RMC
Town Clerk

(845) 292-5110
FAX (845) 292-1310

EXTRACT OF MINUTES
TOWN BOARD OF THE TOWN OF LIBERTY
12/20/10

RESOLUTION NO. 296-10

FRANCHISE AGREEMENT WITH TIME WARNER


Motion by Councilperson Thomas Hasbrouck, seconded by **Councilperson Lynn Killian**, the Town Board of the Town of Liberty does hereby authorize the Supervisor to sign agreement with time Warner increasing the franchise fees from 3% to 5%.

4 AYES - Carried
1 Absent-Councilperson Austin

* * * * *

I, Laurie Dutcher, Town Clerk of the Town of Liberty, Sullivan County, New York, do hereby certify that I have compared the above copy of a resolution adopted by the Town Board of the Town of Liberty with the one remaining on record in this office, and that the same is a correct transcript and copy thereof, and of the whole of said original.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Town of Liberty, this 11th day of April, 2011.



Laurie Dutcher, Town Clerk



EXHIBIT 5



December 23, 2011

VIA: CERTIFIED & RETURN RECEIPT REQUESTED

The Honorable John Schmidt
Supervisor
Town of Liberty
120 North Main Street
Liberty, NY 12754

Dear Supervisor Schmidt:

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 Liberty.

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 Liberty was sent to the Town Clerk by first class mail on December 23, 2011.

A handwritten signature in cursive script, appearing to read "Brenda G. Ornel".



EXHIBIT 6



December 23, 2011

Legal Ad Department
Sullivan County Democrat
5 Lower Main Street
PO Box 308
Callicoon, NY 12723-0308

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 Liberty. 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.