



David J. Whalen

Director of Franchising  
Northeast Region

May 5, 2015

Hon. Kathleen H. Burgess, Secretary  
NYS Public Service Commission  
Three Empire State Plaza  
Albany, NY 12223-1350

RE: Initial Franchise Agreement – Time Warner Cable Northeast LLC  
With the Town of Grafton

Dear Secretary Burgess:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Agreement, channel lineup and rates
2. Municipal Resolution granting approval dated September 22, 2014
3. Fully executed copy of Franchise Agreement dated September 22, 2014
4. Copy of latest annual test data compiled for this part of the Division's CATV system at PSC
5. Published legal notices

We hereby request approval by the Commission of this application pursuant to Section 222 of the Public Service Law.

Respectfully,

A handwritten signature in black ink, appearing to read "David J. Whalen".

David J. Whalen  
Director, Government Relations  
Northeast Region

DJW/e  
Enclosures

cc: Honorable Suzanne Putnam, Town Clerk (w/copy of Encs.)

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

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In the matter of application of **Time Warner Cable Northeast LLC, d/b/a Time Warner Cable**, for its Certificate of Confirmation and Initial Cable Television Franchise in the **Town of Grafton, Rensselaer County**, New York.

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1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Time Warner Cable Northeast LLC**.
3. Applicant's telephone number and address are:

**(607) 584-0612      Time Warner Cable  
120 Plaza Drive  
Suite D  
Vestal, New York 13850**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2015:

City of Albany	29616	Town of Kingsbury	1340
Village of Altamont	830	Town of Knox	594
Village of Ames	34	Town of Lake George	1519
City of Amsterdam	5613	Village of Lake George	544
Town of Amsterdam	846	Town of Lake Luzerne	1111
Town of Argyle	387	Town of Malta	5814
Village of Argyle	77	Town of Mayfield	1897
Town of Ballston	2642	Village of Mayfield	280
Village of Ballston Spa	2062	City of Mechanicsville	1966
Town of Berne	572	Village of Menands	1944
Town of Bethlehem	9599	Town of Middleburgh	132
Town of Bleecker	113	Village of Middleburgh	261
Town of Bolton	1547	Town of Milton	4443
Town of Broadlabin	1150	Town of Minden	70
Village of Broadlabin	588	Town of Mohawk	488
Town of Brunswick	4246	Town of Moreau	3465
Town of Cambridge	42	Town of Moriah	778
Village of Cambridge	584	Town of Nassau	482
Town of Canajoharie	97	Village of Nassau	633
Village of Canajoharie	633	Village of Nelliston	132
Town of Carlisle	not yet	Town of New Scotland	1144
Town of Caroga	747	Town of Niskayuna	7592
Village of Castleton	549	Town of North Greenbush	4569
Town of Charlton	1121	Town of Northampton	619

Town of Cherry Valley	12
Village of Cherry Valley	198
Town of Chester	1096
Town of Clifton Park	13207
Town of Cobleskill	398
Village of Cobleskill	1252
Town of Coeymans	28
City of Cohoes	5772
Town of Colonie	23472
Village of Colonie	2097
Town of Corinth	1147
Village of Corinth	794
Town of Crown Point	224
Town of Day	577
Village of Delanson	263
Town of Duanesburg	755
Town of East Greenbush	5866
Town of Easton	139
Town of Edinburg	860
Town of Esperance	351
Village of Esperance	87
Town of Florida	304
Village of Fonda	491
Town of Fort Ann	723
Village of Fort Ann	166
Town of Fort Edward	531
Village of Fort Edward	995
Village of Fort Johnson	241
Village of Fort Plain	635
Village of Fultonville	229
Town of Galway	1050
Village of Galway	118
Town of Glen	42
City of Glen Falls	5102
Town of Glenville	7611
City of Gloversville	4368
Town of Grafton	not yet
Town of Granville	974
Village of Granville	725
Village of Green Island	997
Town of Greenfield	2229
Town of Greenwich	655
Village of Greenwich	637
Town of Guilderland	10700
Town of Hadley	404
Town of Hagaman	504

Town of Northumberland	1432
Village of Northville	358
Town of Palatine	57
Village of Palatine Bridge	266
Town of Perth	1280
Town of Pittstown	14048
Town of Poestenkill	1053
Village of Port Henry	493
Town of Princetown	not yet
Town of Providence	531
Town of Putnam	22
Town of Queensbury	10757
City of Renssalaer	2563
Town of Richmondville	211
Village of Richmondville	281
Town of Root	119
Town of Rotterdam	10909
Village of Round Lake	230
Town of Salem	151
Village of Salem	289
Town of Sand Lake	2653
Town of Saratoga	880
Town of Saratoga (Sar Cnty)	237
Town of Saratoga	39
City of Saratoga Springs	13685
Town of Schaghticoke	1830
Village of Schaghticoke	210
City of Schnectady	15823
Town of Schodack	2979
Town of Schoharie	385
Village of Schoharie	265
Town of Schroon	755
Village of Schuylersville	511
Village of Scotia	2109
Town of Seward	229
Town of Sharon	195
Village of Sharon Springs	71
Village of South Glens Falls	1270
Town of St. Johnsville	81
Village of St. Johnsville	455
Town of Stillwater	2055
Town of Stillwater	65
Village of Stillwater	664
Town of Stuyvesant	281
Town of Ticonderoga	1377
City of Troy	13817

Town of Hague	530
Town of Halfmoon	8505
Town of Hampton (TWW)	14
Town of Hartford	269
Town of Hoosick	237
Village of Hoosick Falls	1183
Town of Horicon	1008
Village of Hudson Falls	2177
Town of Jackson	370
City of Johnstown	2816
Town of Johnstown	1836
Town of Kinderhook	1162
Village of Kinderhook	330

Village of Valatie	305
Village of Valley Falls	171
Village of Victory	161
Village of Voorheesville	1181
Town of Warrensburg	1236
Town of Waterford	2240
Village of Waterford	755
City of Watervliet	3526
Town of Whitehall	74
Village of Whitehall	745
Town of Wilton	5658
Town of Wright	240

6. The following signals are regularly carried by the Albany cable system: (**see attached channel card**).
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Albany System are: \$76.99.
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

City of Albany	2.02
Village of Altamont	0.05
Village of Ames	0.00
City of Amsterdam	0.15
Town of Amsterdam	0.10
Town of Argyle	17.32
Village of Argyle	0.03
Town of Ballston	0.42
Village of Ballston Spa	0.11
Town of Berne	0.15
Town of Bethlehem	4.09
Town of Bleecker	0.00
Town of Bolton	8.38
Town of Broadlabin	0.09
Village of Broadlabin	0.10
Town of Brunswick	0.59
Town of Cambridge	0.00
Village of Cambridge	0.10
Towns of Canajoharie	0.05
Village of Canajoharie	0.05

Town of Kingsbury	11.37
Town of Knox	0.15
Town of Lake George	0.58
Village of Lake George	0.00
Town of Lake Luzerne	0.13
Town of Malta	0.91
Town of Mayfield	0.24
Village of Mayfield	0.00
City of Mechanicsville	0.32
Village of Menands	0.37
Town of Middleburgh	0.04
Village of Middleburgh	0.00
Town of Milton	1.08
Town of Minden	0.00
Town of Mohawk	0.09
Town of Moreau	0.74
Town of Moriah	0.16
Town of Nassau	0.37
Village of Nassau	0.00
Village of Nelliston	0.00



Town of Carlisle	0.00
Town of Caroga	0.00
Village of Castleton	0.00
Town of Charlton	1.76
Town of Cherry Valley	0.00
Village of Cherry Valley	0.00
Town of Chester	0.72
Town of Clifton Park	3.32
Town of Cobleskill	0.29
Village of Cobleskill	0.04
Town of Coeymans	0.53
City of Cohoes	0.00
Town of Colonie	6.53
Village of Colonie	0.41
Town of Corinth	0.03
Village of Corinth	0.07
Town of Crown Point	0.07
Town of Day	0.30
Village of Delanson	0.00
Town of Duanesburg	1.73
Town of East Greenbush	0.87
Town of Easton	2.03
Town of Edinburg	1.32
Town of Esperance	0.00
Village of Esperance	0.00
Town of Florida	0.10
Village of Fonda	0.42
Town of Fort Ann	0.16
Village of Fort Ann	0.06
Town of Fort Edward	0.05
Village of Fort Edward	0.00
Village of Fort Johnson	0.00
Village of Fort Plain	0.00
Village of Fultonville	0.00
Town of Galway	0.45
Village of Galway	0.00
Town of Glen	0.02
City of Glen Falls	0.04
Town of Glenville	2.04
City of Gloversville	0.56
Town of Grafton	0.00
Town of Granville	1.71
Village of Granville	0.10
Village of Green Island	0.33
Town of Greenfield	2.38
Town of Greenwich	8.57

Town of New Scotland	0.34
Town of Niskayuna	2.22
Town of North Greenbush	0.94
Town of Northampton	0.32
Town of Northumberland	0.82
Village of Northville	0.18
Town of Palatine	0.09
Village of Palatine Bridge	0.04
Town of Perth	0.06
Town of Pittstown	1.67
Town of Poestenkill	0.17
Village of Port Henry	0.11
Town of Princetown	0.02
Town of Providence	0.41
Town of Putnam	0.00
Town of Queensbury	0.94
City of Rensselaer	0.81
Town of Richmondville	8.86
Village of Richmondville	0.05
Town of Root	0.06
Town of Rotterdam	1.14
Village of Round Lake	0.00
Town of Salem	1.94
Village of Salem	0.05
Town of Sand Lake	3.08
Town of Saratoga	0.52
Town of Saratoga	0.28
Town of Saratoga (Sar Cnty)	0.00
City of Saratoga Springs	4.49
Town of Schaghticoke	1.75
Village of Schaghticoke	2.13
City of Schnectady	1.55
Town of Schodack	4.76
Town of Schoharie	0.09
Village of Schoharie	0.06
Town of Schroom	0.58
Village of Schuylerville	0.13
Village of Scotia	0.07
Town of Seward	0.11
Town of Sharon	1.24
Village of Sharon Springs	0.00
Village of South Glens Falls	0.16
Town of St. Johnsville	0.08
Village of St. Johnsville	0.73
Town of Stillwater	0.07
Town of Stillwater	0.06

Village of Greenwich	0.11
Town of Guilderland	5.13
Town of Hadley	0.48
Town of Hagaman	0.00
Town of Hague	0.05
Town of Halfmoon	0.37
Town of Hampton (TWW)	0.00
Town of Hartford	0.25
Town of Hoosick	0.00
Village of Hoosick Falls	0.00
Village of Hudson Falls	0.00
Town of Horicon	0.39
Town of Jackson	4.25
City of Johnstown	0.56
Town of Johnstown	6.01
Town of Kinderhook	2.92
Village of Kinderhook	0.00

Village of Stillwater	0.04
Town of Stuyvesant	0.05
Town of Ticonderoga	0.14
City of Troy	4.02
Village of Valatie	0.20
Village of Valley Falls	0.00
Village of Victory	0.00
Village of Voorheesville	0.16
Town of Warrensburg	1.08
Town of Waterford	0.00
Village of Waterford	0.00
City of Watervliet	0.12
Town of Whitehall	0.13
Village of Whitehall	0.00
Town of Wilton	2.82
Town of Wright	0.11

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
  
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.  
  
(B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
  
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.  
  


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13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

**WHEREFORE**, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application of the Town of Grafton and its Certificate of Confirmation and Initial Franchise Agreement.

Dated: April 22, 2015

A handwritten signature in black ink, appearing to read "David J. Whalen". The signature is fluid and cursive, with a large initial "D" and "W".

By: David J. Whalen  
Director of Franchising  
Time Warner Cable Northeast LLC

DJW/e





# ADDITIONAL TV PLANS

## ENGINEER PASS

**VARIETY PASS**

Al Jazeera America  
 America's Auction Network  
 American Heroes Channel  
 Aspire  
 BBC America  
 BBC World News  
 Bloomberg  
 Boomerang  
 BTN  
 C-SPAN 3  
 CBS Sports Network  
 CENTRIC  
 Chiller  
 Cluo  
 CNBC World  
 CNN International  
 Cooking Channel  
 Crime & Investigation HD  
 DayStar  
 Discovery Fit & Health  
 Disney Channel West  
 Disney Jr.  
 Disney XD  
 DIY  
 E! Rey  
 Employee On Demand  
 ESPN News  
 ESPN U  
 Esquire  
 Fox Sports 2  
 Fuse  
 FX Movie Channel  
 FXX  
 FYI  
 GAC  
 GEMs Shopping Network  
 GSN  
 H2  
 Hallmark Channel  
 Hallmark Movie Channel  
 Hub Network  
 IFC  
 INSP  
 Jewelry Television  
 Jewish Life TV  
 Lifetime Real Women  
 Liquidation Channel  
 LOGO  
 MLB Network  
 MTV  
 Nat Geo Wild  
 NBA TV  
 NFL Network  
 Nick Jr.  
 Nick Toons  
 OnTWC  
 ONT-HU  
 OTB  
 Ovation  
 Paltaria  
 Pay-Per-View Premiums  
 Pro Sports On Demand  
 Quiz Plus  
 Rev5 Channel  
 Rivoli  
 RLT V  
 Science  
 Sporting Guide  
 Sprout

## CHANNEL TAVERN

Sundance TV  
 TeenNick  
 Time Warner Cable News NY1  
 Traffic & News Now  
 Trinity Broadcasting Network  
 TV One  
 TVGN  
 TWT - MP  
 Univision Deportes  
 UP  
 Velocity  
 VH1 Classic

**HD PASS**

BeIN Sports  
 MAV 1 (HD)  
 MGM HD  
 RFD HD  
 Smithsonian  
 Smithsonian HD On Demand  
 Universal HD

**TWC SPORTS PASS**

BeIN Sports  
 CBS Sports Network  
 College Games 18  
 ESPN Classic  
 ESPN Goal Line/ESPN Buzzer Heater  
 Fox College Sports Atlantic  
 Fox College Sports Central  
 Fox College Sports Pacific  
 Fox Deportes  
 Fox Soccer Plus  
 GO! TV  
 MLB 7x24Zone  
 NFL Network  
 NFL RedZone  
 NHL Network  
 Outdoor Channel  
 Pac-12 Arizona  
 Pac-12 Bay Area  
 Pac-12 Los Angeles  
 Pac-12 Mountain  
 Pac-12 Network (National)  
 Pac-12 Oregon  
 Pac-12 Visuals/In-Game  
 Sportsman Channel  
 Tennis Channel  
 Time Warner Cable Sports Pass  
 On Demand  
 TW College Football 18  
 TWC Super-Net  
 Universal Sports

**TWC MOVIE PASS**

Encore  
 Encore Action  
 Encore Black  
 Encore Classic  
 Encore Family  
 Encore On Demand  
 Encore Suspense  
 Encore West  
 Encore Women's  
 FX  
 Sundance TV  
 Time Warner Cable Movie Pass  
 On Demand

## CHANNEL TAVERN

**TV EN ESPAÑOL**

BeIN Sports en Español  
 Boomerang Espanol  
 CNN (Espanol)  
 Discover - Channel (Espanol)  
 ESPN Deportes  
 EWTN Espanol  
 Fox Deportes  
 Galavisión  
 History en Español  
 La Familia Cosmopolitan  
 Mundo  
 Telemundo  
 TWC Deportes  
 UniMás  
 Univision  
 Univision travelas

**ESSENTIAL TV**

Includes Starter TV and these following channels:

ABC  
 AMC  
 Animal Planet  
 BET  
 Boomerang  
 Bravo  
 C-SPAN  
 C-SPAN 2  
 C-SPAN 3  
 Cartoon Network  
 CENTRIC  
 CNN  
 Cooking Channel  
 Discover - Channel  
 Discovery Fit & Health  
 Disney Channel  
 Educational Access  
 ESPN News  
 FX  
 GAC  
 Government Access  
 GCN  
 HGTV  
 History  
 Hi N  
 HSN  
 INSP  
 Jewelry Television  
 Lifetime  
 MTV  
 New York State Legislative Channel  
 Nick Jr.  
 Nickelodeon

## CHANNEL TAVERN

Public Access  
 QVC  
 ShopHQ  
 TBS  
 TeenNick  
 Time Warner Cable News  
 Time Warner Cable SportsChannel  
 TVGN  
 USA  
 VH1  
 WCW (CW)  
 WMHT (PBS)  
 WMHT (PBS) Create  
 WMHT (PBS) HD  
 WMHT (PBS) World  
 WNYA (My Network)  
 WNY 1 (NBC)  
 WNYT DT2 (MeTV)  
 WRGB (CBS)  
 WRGB DT2 (ThisTV)  
 WRNN (IND)  
 WTN (ABC)  
 WTN DT2 (Local Weather)  
 WTN DT3 (Live Well)  
 WXXX (FOX)  
 WXXL DT2 (The Country Network)  
 WYPX (ION)  
 WYPX (ION) HD

## 3 MORE WAYS TO ENJOY TV BETTER.

### 1. QUALITY CHANNELS ARE BETTER ORGANIZED THAN EVER

You'll spend less time searching and more time watching thanks to our intuitive new channel organization.

Now you can browse by genres like Sports (ESPN, NFL Network), Kids (Disney, Nickelodeon), Movies (Warner Bros. Home Entertainment), and more. It's easier than ever to find the network you love to watch on your TV, tablet.

### 2. USE YOUR DEVICES IN TV'S AT HOME OR ON THE GO

With the TWC TV app, you can watch TV on your smartphone and tablet. On Demand shows a lot of movies and actuality programming available for free. And now you can even catch live TV and On Demand shows when you're away from home.

Go to [tvcable.com](#) to download the app and see compatible devices.

### 3. ALWAYS GET THE BEST PICTURE

We'll automatically bring you the best picture quality possible on any channel you choose, so you don't have to search for HD or SD content any more.



SIMPLER.  
 SMARTER.  
 BETTER.



**INITIAL FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES**

**Between**

**Town of Grafton**

**AND**

**Time Warner Cable Northeast LLC  
d/b/a Time Warner Cable**

Dated: 07/24/2014  
06/06/2014

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (this "Agreement") is made and entered as of \_\_\_\_\_, \_\_\_\_ between the Town of Grafton (the "Grantor") and **Time Warner Cable Northeast LLC**, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

**WHEREAS**, the Grantee has applied under the provisions of Federal law to Grantor for a initial franchise granting it the right to construct and operate a cable television system and provide cable service; and

**WHEREAS**, the Company will provide such service and will comply with the material terms of the proposed franchise and applicable law; and

**WHEREAS**, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

**WHEREAS**, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYSPSC"); and

**WHEREAS**, the franchise granted herein is non-exclusive,

**NOW, THEREFORE**, in consideration of the mutual conditions and covenants contained herein:

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1. SHORT TITLE.**

This Franchise Agreement shall become known and may be cited as the Town of Grafton/Time Warner Cable Franchise Agreement.

**SECTION 2. DEFINITIONS.**

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

- 2.7 "Franchise Area" means the territorial area of the Town of Grafton. Such area shall include all areas annexed by the Town of Grafton. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means **Time Warner Cable Northeast LLC**, a limited liability company organized and or any successor thereto.
- 2.9 "Gross Revenues" means all regular recurring monthly revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 "NYPSC" means the New York Public Service Commission or any successor agency.
- 2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 "Public Property" means any real property owned by any governmental unit.
- 2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.15 "Standard Drop" means a standard cable connection, defined as no more than 200 feet from existing cable lines.



### **SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.**

- 3.1 **Grant of Franchise.** Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 **Authority for Use of Streets.**
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
  - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 **Provision of Cable Service.**
- A. Grantee shall construct plant and make its service available to any area consistent with the provisions of Section 895.5 of the regulations of the NYSPSC..
  - B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 **Franchise Term.** The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC ("Effective Date") and shall expire (ten) 10 years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 **Extension of System.** Grantee shall construct plant and make its service available to any area adjoining the primary service area that contains at a minimum 20 dwellings per cable mile.

- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with the designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

**If to Grantor:**           **Town of Grafton**  
                                  **PO Box G**  
                                  **Grafton, NY 12082**  
                                  **Attention: Supervisor**  
                                  **Telephone Number: 518-279-3565**

**If to Grantee:**           **Time Warner Cable**  
                                  **120 Plaza Drive, Suite D**  
                                  **Vestal, NY 13850**  
                                  **Attention: Government Relations**  
                                  **Telephone Number: 607-584-0612**

**With a copy to:**       **Time Warner Cable**  
                                  **Attn: Law Department/Regulatory**  
                                  **60 Columbus Circle**  
                                  **New York, NY 10023**

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. (i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisees. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisees caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSB. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSB as required by law and regulation.

3.9 Continuing Administration. The Town of Grafton is responsible for the continuing administration of the Franchise.

#### **SECTION 4. TECHNICAL STANDARDS.**

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

## SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

## SECTION 6. CONSTRUCTION PROVISIONS.

- 6.1 Construction Standards.
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
  - B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
  - C. All installation of electronic equipment shall be of a permanent nature, durable and installed and maintained in strict accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
  - D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
  - E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
  - F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of 78 channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.



6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

- A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment. Grantee may not abandon cable service in any portion of the Franchise Area without the written consent of Grantor. Any abandonment will require a 90 days' notice to the Town.

- 6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee. Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

### **SECTION 7. REPORTING PROVISIONS.**

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.
- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

### **SECTION 8. CONSUMER PROTECTION PROVISIONS.**

- 8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal Law.

8.2 Customer Service.

- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYSPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

**SECTION 9. FRANCHISE FEES**

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to **five percent (5%)** of Grantee's Gross Revenues as described in Section 2.9.
- B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable quarterly not later than 60 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. If an audit determines that Grantee paid less than 95% of the amount owed to Grantor, Grantee shall pay a penalty of prime plus 2%.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

## SECTION 10. INDEMNITY AND INSURANCE.

### 10.1 Indemnity.

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
  - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

### 10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
  2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
  3. One Million Dollars (\$1,000,000.00) for all other types of liability.
  4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.



- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

#### **SECTION 11. REVOCATION AND REMOVAL.**

##### **11.1. Right to Revoke.**

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

**SECTION 12. TRANSFER.**

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

### **SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.**

#### **13.1 Discriminatory Practices Prohibited.**

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee 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 on the basis of age, race, creed, color, national origin or sex.

### **SECTION 14. MISCELLANEOUS PROVISIONS.**

- 14.1 **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 14.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 **No Third Party Beneficiaries.** This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 **Captions.** The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Additional provisions. Time Warner Cable will provide standard courtesy cable to municipally owned and operated buildings, the fire department, the police department, and schools.
- 14.9 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee 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 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; strikes; failure of suppliers; 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 the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.
- 14.10. Additional Terms. If during the term of this agreement, Time Warner Cable provides other Grantor Municipalities in New York State benefits greater than those identified in paragraph 9 to be provided to Grantor Town of Grafton, then this Agreement shall be modified to include those greater benefits/terms and Time Warner Cable agrees to provide notice of the enhanced benefits within 90 days of executing any such agreement in New York State.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of 9/22/2014

GRANTOR OF Town of Grafton

By: Liam M. Higgins

Time Warner Cable Northeast LLC

By: Mark Fitzpatrick

Mark Fitzpatrick

Title: TOWN SUPERVISOR

Title: SVP & CFO, Residential Services



3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

**BE IT FURTHER RESOLVED** that the Board of the **Town of Grafton** hereby grants the cable television franchise of Time Warner Cable in the **Town of Grafton** for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence.

**BE IT FURTHER RESOLVED** that the Board of the **Town of Grafton** hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a <sup>4-0</sup> Aye vote was thereby declared adopted.

Dated: September 17, 2014

  
Town of Grafton Clerk, Deputy

**AFFIDAVIT OF PUBLICATION**

**STATE OF NEW YORK,**

Rensselaer County, ss:  
City of Troy.

**NOTICE OF PUBLIC HEARING**

For an Initial Time Warner Cable Franchise Agreement For the TOWN OF GRAFTON, NY

PLEASE TAKE NOTICE that the Town of Grafton will hold a Public Hearing on July 14, at 6:30 p.m. at the Grafton Town Hall, New York regarding granting a cable television franchise agreement by and between the Town of Grafton and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, Grafton, NY. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: 7/3/14

By Order of the Board  
Town of Grafton, NY  
320323 7/7

Brea Beck residing in Troy, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

**ONCE DAILY for ONE DAY**

To wit: on the 7<sup>th</sup> day of July, 2014

*Brea Beck*

Sworn to before me this  
9<sup>th</sup> day of July, 2014.

*[Signature]*

Notary Public

DEBRA A. SECK  
Notary Public, State of New York  
0012007222  
County of Rensselaer  
Comm. Expires April 01, 2018

**COPY**

**AFFIDAVIT OF PUBLICATION**

STATE OF NEW YORK,  
Rensselaer County, ss:  
City of Troy.

**LEGAL NOTICE FOR GRANTING OF A FRANCHISE**

**PLEASE TAKE NOTICE that the Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed for granting of certification for its Certificate of Confirmation and Cable Television Franchise in the Town of Grafton, Rensselaer County, New York.**

Brea Beck residing in Troy, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

**ONCE DAILY for ONE DAY**

To wit: on the 23<sup>rd</sup> day of April, 2015

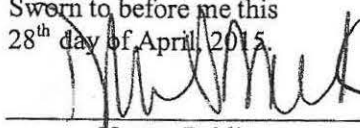
The application and all comments filed relative thereto are available for public inspection at the Town of Grafton's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the Notice. Comments should be addressed to Hon. Kathleen H. Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.

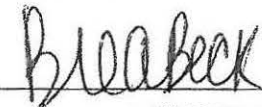
This notice must be published one time, within in the Village's recognized newspaper.

Please note that pursuant to PSC requirements, a notarized, original of the notice of application for renewal along with the billing for the legal notice must be submitted to:

Time Warner Cable,  
c/o Susan Eckhardt,  
120 Plaza Drive, Suite B  
Vestal, NY 13850

Time Warner Cable will make payment for this legal notice.  
4/23, 1x/582097

Sworn to before me this 28<sup>th</sup> day of April, 2015.  
  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
DEBRA A. BECK  
Notary Public, State of New York  
01BE6072229  
Qualified in Rensselaer County  
Commission Expires April 01, 2018