



Alice J. Kim
Director - Government Relations
Northeast - Central New York

February 28, 2013

Hon. Jaelyn A. Brillling, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Time Warner Cable, Central New York Division
With the Town of West Turin

Dear Secretary Brillling:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated January 15, 2013
3. Fully executed copy of Franchise Renewal Agreement dated January 14, 2013
4. Copy of latest annual test data compiled for this part of the Division's CATV system (via separate email)
5. Published legal notices
6. Method of Service Form

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 that reads "Alice J. Kim".

Alice J. Kim
Director, Government Relations
Northeast Region, CNY Division

AJK/e
Enclosures

cc: Honorable Patricia Sullivan, Town Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

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 Central New York Division.**
3. Applicant's telephone number are:

**(607) 644-0025 Time Warner Cable (Binghamton Office, CNY)
120 Plaza Drive
Suite D
Vestal, New York 13850**

**(315) 634-6200 Time Warner Cable CNY Division Office
6005 Fair Lakes Rd
E. Syracuse, NY 13057**

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 2013:

Town of Annsville	471
Town of Ava	45
Village of Boonville	726
Village of Camden	719
Village of Chittenango	1545
Village of Constableville	105
Town of Eaton	301
Town of Floyd	994
Village of Hamilton	2090
Town of Kirkland	17
Town of Lee	1827
Town of Lewis	74
Town of Lincoln	328
Town of Lyonsdale	38
Village of Madison	126
Town of Marshall	246
Village of Munnsville	105
Village of Oneida Castle	238
Village of Port Leyden	232

Town of Augusta	53
Town of Boonville	375
Town of Camden	41
Village of Canastota	1406
Village of Cleveland	280
Village of Earlville	244
Town of Fenner	56
Town of Hamilton	265
Village of Holland Patent	140
Town of Lebanon	172
Town of Lenox	1121
Town of Leyden	196
Village of Lyons Falls	220
Town of Madison	444
Town of Marcy	302
Village of Morrisville	280
City of Oneida	3387
Village of Oriskany Falls	277
City of Rome	9589

Town of Sangerfield	68
Village of Sherburne	445
Town of Smithfield	66
Village of Smyrna	50
Town of Sullivan	3109
Town of Trenton	151
Village of Turin	73
Village of Vernon	356
Town of Vienna	986
Village of Waterville	650
Town of West Turin	24
Town of Westmoreland	1223
Town of Williamstown	being built

Town of Sherburne	241
City of Sherrill	1155
Town of Smyrna	77
Town of Stockbridge	223
Village of Sylvan Beach	608
Town of Turin	43
Town of Vernon	807
Town of Verona	1347
Village of Wampsville	155
Town of West Monroe	1010
Town of Western	325
Town of Whitestown	8

6. The following signals are regularly carried by the Rome 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 Rome system are: **(see attached)**.
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:

Town of Amboy	1.90
Town of Augusta	0.00
Town of Boonville	5.69
Town of Camden	25.18
Village of Canastota	0.00
Village of Cleveland	0.00
Town of Constantia	0.00
Town of Eaton	0.29
Town of Floyd	0.00
Village of Hamilton	0.00
Town of Kirkland	1.04
Town of Lee	2.98
Town of Lewis	1.40
Town of Lincoln	.09
Town of Lyonsdale	0.71
Village of Madison	0.00
Town of Marshall	0.13
Village of Munnsville	0.00
Village of Oneida Castle	0.00
Village of Port Leyden	0.00

Town of Annsville	1.43
Town of Ava	4.52
Village of Boonville	0.00
Village of Camden	0.00
Village of Chittenango	0.00
Village of Constableville	0.00
Village of Earlville	0.00
Town of Fenner	0.00
Town of Hamilton	0.09
Village of Holland Patent	0.00
Town of Lebanon	0.00
Town of Lenox	0.77
Town of Leyden	0.11
Village of Lyons Falls	0.00
Town of Madison	0.59
Town of Marcy	0.00
Village of Morrisville	0.00
City of Oneida	0.00
Village of Oriskany Falls	0.00
City of Rome	5.08

Town of Sangerfield	0.00
Village of Sherburne	0.00
Town of Smithfield	0.00
Village of Smyrna	0.00
Town of Sullivan	0.32
Town of Trenton	0.52
Village of Turin	0.00
Village of Vernon	0.00
Town of Vienna	0.75
Village of Waterville	0.00
Town of West Turin	0.00
Town of Westmoreland	0.83
Town of Williamstown	being built

Town of Sherburne	0.73
City of Sherrill	0.00
Town of Smyrna	0.00
Town of Stockbridge	0.00
Village of Sylvan Beach	0.00
Town of Turin	0.00
Town of Vernon	1.09
Town of Verona	1.17
Village of Wampsville	0.00
Town of West Monroe	0.69
Town of Western	0.00
Town of Whitestown	0.01

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.

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 and approve renewal of the Town of West Turin Certificate of Confirmation and Franchise Renewal Agreement.

Dated: February 28, 2013

By: 

Alice J. Kim
Director, Governmental Relations
Time Warner Cable – Central New York Division

Channel Line Up

BOONVILLE

BASIC/TV ESSENTIALS

- 1.....ONTWC
- 2.....WKT-TV (NBC, Utica)
- 3.....WVNY-TV (CBS, Watertown)
- 4.....WCNY-TV (PBS, Syracuse)
- 5.....WTVH-TV (CBS, Syracuse)
- 7.....WVNY-TV (My 43, Syracuse)
- 8.....WPBS-TV (PBS, Watertown)
- 9.....WSYR-TV (ABC, Syracuse)
- 10.....YNN - Your News Now
- 11.....WUTR-TV (ABC, Utica)
- 12.....WFXV-TV (FOX, Utica)
- 13.....WSTQ-TV (The CW 6, Syracuse)
- 14.....CKWS-TV (CBC, Kingston)
- 15.....TBS
- 16.....WGN America
- 18.....WSPX-TV (ION Television, Syracuse)
- 19.....QVC
- 83.....NYS Legislative Channel
- 96.....HSN
- 97.....TV Guide Network
- 98.....C-SPAN▼
- 99.....Public Access
- 850.....WCNY-DT1 (PBS)
- 851.....WCNY-DT2 (PBS)
- 852.....WCNY-DT3 (PBS)
- 854.....WCNY2 (PBS)
- 890.....WSYR-DT 9.2 (ABC)

FREE HD BASIC

- 813.....TWC SportsChannel HD
- 822.....TBS HD
- 853.....WCNY-DT4 (PBS) HD
- 855.....WTVH-TV (CBS) HD
- 857.....HSN HD
- 863.....WKT TV HD
- 866.....WSTQ-HD (CW, Syracuse)
- 868.....WSYR-TV (FOX) HD
- 871.....WSPX HD (ION, Syracuse)
- 877.....WVNY-TV (My 43) HD
- 880.....YNN - Your News Now HD
- 889.....WSYR-TV (ABC) HD
- 900.....QVC HD

STANDARD

- 19.....TWC SportsChannel
- 20.....OWN▼
- 21.....USA
- 22.....ABC Family
- 23.....Spike
- 24.....ESPN
- 25.....ESPN2
- 26.....Univision
- 27.....TNT
- 28.....CNN
- 29.....VH-1
- 30.....The Weather Channel
- 31.....Animal Planet
- 32.....A&E

- 33.....Nickelodeon
- 34.....E!
- 35.....The Discovery Channel
- 36.....YES Network
- 37.....CMT▼
- 38.....TLC
- 39.....Food Network
- 40.....MSG Plus
- 41.....EWTN▼
- 42.....MSNBC
- 43.....HLN
- 44.....FX Network
- 45.....SportsNet NY
- 46.....HGTV
- 47.....Syfy
- 48.....Lifetime
- 49.....Comedy Central
- 50.....NBC Sports Network
- 51.....Bravo
- 52.....Hallmark Channel
- 53.....Travel Channel
- 54.....TV Land
- 55.....TWC SportsChannel
- 56.....Public Access
- 57.....History
- 58.....BET
- 59.....Cartoon Network
- 60.....AMC
- 61.....MTV
- 62.....CNBC
- 63.....Discovery Fit & Health
- 64.....Lifetime Movie Network▼
- 65.....MSG
- 66.....TCM
- 67.....The Golf Channel▼
- 68.....WE
- 69.....Disney Channel
- 86.....ShopNBC▼
- 90.....Oxygen▼
- 91.....truTV▼
- 92.....C-SPAN2▼
- 103.....Speed▼
- 196.....RTV Russia Today▼
- 267.....Shop Zeal 1▼
- 293.....Shop Zeal 2▼
- 294.....Shop Zeal 3▼
- 295.....Shop Zeal 4▼
- 296.....Shop Zeal 5▼

- 813.....TWC SportsChannel HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery HD
- 821.....TNT HD
- 823.....FOX News Channel HD
- 824.....CNN HD
- 825.....TLC HD
- 826.....HGTV HD
- 827.....Food HD
- 828.....Bravo HD
- 831.....Animal Planet HD
- 835.....CNBC HD+
- 836.....MSNBC HD
- 837.....Travel Channel HD
- 839.....Lifetime Movie Network HD
- 840.....Disney HD
- 841.....ABC Family HD
- 843.....Nick HD
- 844.....Cartoon Network HD
- 845.....USA HD
- 846.....Syfy HD
- 847.....FX HD
- 848.....E! HD
- 849.....Speed HD
- 872.....MTV HD
- 873.....CM T HD
- 874.....VH1 HD
- 882.....Spike HD
- 883.....Comedy Central HD
- 884.....truTV HD
- 885.....HLN HD
- 891.....BET HD
- 893.....EWTN HD
- 899.....The Weather Channel HD
- 901.....WE TV HD
- 902.....TCM HD
- 903.....Hallmark Movie Channel HD
- 904.....Hallmark Channel HD
- 926.....TV Land HD
- 905.....Lifetime HD
- 906.....Oxygen HD
- 926.....TV Land HD

FREE HD STANDARD

- 796.....AMC HD
- 801.....MSG Plus HD
- 802.....MSG HD
- 803.....NBC Sports Network HD
- 805.....Golf HD
- 808.....SportsNet NY HD
- 809.....YES HD
- 810.....ESPN HD
- 811.....ESPN2 HD

- 811.....TWC SportsChannel HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery HD
- 821.....TNT HD
- 823.....FOX News Channel HD
- 824.....CNN HD
- 825.....TLC HD
- 826.....HGTV HD
- 827.....Food HD
- 828.....Bravo HD
- 831.....Animal Planet HD
- 835.....CNBC HD+
- 836.....MSNBC HD
- 837.....Travel Channel HD
- 839.....Lifetime Movie Network HD
- 840.....Disney HD
- 841.....ABC Family HD
- 843.....Nick HD
- 844.....Cartoon Network HD
- 845.....USA HD
- 846.....Syfy HD
- 847.....FX HD
- 848.....E! HD
- 849.....Speed HD
- 872.....MTV HD
- 873.....CM T HD
- 874.....VH1 HD
- 882.....Spike HD
- 883.....Comedy Central HD
- 884.....truTV HD
- 885.....HLN HD
- 891.....BET HD
- 893.....EWTN HD
- 899.....The Weather Channel HD
- 901.....WE TV HD
- 902.....TCM HD
- 903.....Hallmark Movie Channel HD
- 904.....Hallmark Channel HD
- 926.....TV Land HD
- 905.....Lifetime HD
- 906.....Oxygen HD
- 926.....TV Land HD

DIGITAL BASIC

- 83.....NYS Legislative Channel
- 86.....Shop NBC▼
- 93.....SOAPnet
- 100.....MLB Network
- 104.....FOX Business Network
- 105.....Nat Geo Wild Channel
- 106.....FOX Soccer
- 107.....ESPNNEWS
- 108.....ESPN U
- 111.....NY1
- 112.....Lifetime Real Women
- 115.....The Sundance Channel
- 116.....Style
- 117.....Inspiration Network

- 118.....GMC
- 119.....Youtoo
- 120.....The HUB
- 121.....SCIENCE
- 122.....The Military Channel
- 124.....Investigation Discovery
- 125.....Destination America
- 126.....National Geographic Channel
- 127.....H2
- 128.....RLTV
- 129.....BBC America
- 130.....BIO
- 132.....C-SPAN3
- 135.....Bloomberg Television
- 136.....CNBC World
- 137.....G4
- 138.....DIY
- 141.....GAC
- 142.....MTV2
- 143.....Fuse
- 144.....VH1 Classic
- 145.....Centric
- 151.....LOGO
- 152.....CLOO
- 159.....Cooking Channel
- 162.....GSN
- 163.....Reelz Channel
- 171.....Disney West
- 172.....Disney XD
- 173.....Nick Jr.
- 174.....Nick 2
- 175.....TeenNick
- 176.....Boomerang
- 177.....Nicktoons
- 178.....Disney Junior
- 180.....Jewelry TV
- 182.....Gem Shopping Network
- 183.....Shop Zeal 3
- 185.....America's Auction Network
- 187.....Shop Zeal 2
- 189.....Dastar
- 190.....TBN
- 193.....Jewelry TV
- 194.....Chiller
- 195.....TV Guide Network
- 197.....Jewish Life TV
- 209.....IFC
- 221.....NFL Network
- 241.....NBA TV
- 797.....IFC HD
- 800.....NBA TV HD
- 806.....ESPN News HD
- 807.....MLB Network HD
- 812.....ESPN U HD
- 816.....Palladia HD
- 820.....Velocity HD
- 829.....National Geographic HD
- 830.....Destination America HD
- 832.....SCIENCE HD
- 833.....Crime & Investigation HD

- 834.....FOX Business Network HD
- 838.....BIO HD
- 842.....Disney XD HD
- 858.....Reelz HD
- 859.....TV Guide Network HD
- 867.....Sundance HD
- 879.....Bloomberg HD
- 881.....NY1 HD
- 888.....FOX Soccer HD
- 892.....GMC HD
- 896.....Style HD
- 897.....FUSE HD
- 898.....G4 HD
- 907.....Cooking Channel HD
- 908.....DIY HD
- 909.....GSN HD
- 915.....BBC World News HD
- 916.....H2 HD
- 917.....Nat Geo Wild HD
- 919.....The Hub HD
- 925.....MTV2 HD
- 933.....NFL Network HD
- 1012.....TWC SportsChannel
- 1024.....YNN Doppler Radar
- 1026.....TWC 2
- 1027.....TWC 3★
- 1250.....Driver's Village TV
- 1500.....Leased Access

TWC MOVIE PASS

- 198.....TWC Movie Pass OD▼
- 200.....Encore
- 201.....Encore West
- 202.....Encore Action
- 203.....Encore Love
- 204.....Encore Suspense
- 205.....Encore Westerns
- 206.....Encore Drama
- 207.....Encore Family
- 208.....FOX Movie Channel
- 210.....FEARnet
- 783.....FEARnet HD
- 784.....Encore HD

TWC 3D PASS

- 1505.....ESPN 3D

TWC SPORTS PASS

- 221.....NFL Network
- 222.....NFL RedZone
- 229.....PAC-12 Network
- 230.....ESPN Classic
- 231.....TWC SportsChannel
- 234.....FOX Soccer Plus
- 235.....FCS Atlantic
- 236.....FCS Central
- 237.....FCS Pacific
- 238.....FOX Deportes
- 239.....Tennis Channel

- 240.....Fuel
- 242.....CBS College Sports
- 243.....Outdoor Channel
- 244.....NHL Network
- 245.....BTN
- 247.....The Sportsman Channel
- 248.....GOL TV
- 249.....beIN Sports
- 250.....TWC Sports Pass OD◆
- 798.....Tennis Channel HD
- 804.....NHL Network HD
- 814.....BTN HD
- 815.....CBS Sports Network HD
- 870.....Gol TV HD
- 875.....PAC-12 Network HD
- 878.....TWC Sports Net HD
- 886.....FOX Soccer Plus HD
- 887.....Outdoor Channel HD
- 933.....NFL Network HD
- 934.....NFL RedZone HD
- 945.....beIN Sports HD
- 1540.....ESPN Buzzer Beater HD
- 1541.....MLB Strike Zone HD
- 1551.....College Games 1★
- 1552.....College Games 2★

SPORTS PACKAGES

- 1092-1100.....NBA League Pass/MLS Direct Kick◆
- 1112-1134.....NHL Center Ice/MLB Extra Innings◆
- 1141-1146.....ESPN Sports PPV

MUSIC CHOICE

- 701-746.....Music Choice

LATINO ESPECIAL

- 600.....Cine Latino
- 601.....TWC Deportes
- 602.....Soprasa
- 603.....History Español
- 604.....CNN Español
- 605.....beIN Sports Español
- 606.....FOX Deportes
- 608.....Discovery Español
- 612.....Tr3s
- 614.....mun 2
- 618.....Video Rola
- 620.....La Familia Cosmovision
- 622.....Galavisión
- 624.....TeleMundo
- 628.....ESPN Deportes
- 792.....TWC Deportes HD
- 799.....ESPN Deportes HD
- 946.....beIN Sports Español HD

INTERNATIONAL PREMIUMS

- 653.....TV5MONDE
- 656.....RTN
- 659.....Rai Italia
- 663.....ZEE TV

Channel Line Up

665.....CCTV-4
 672.....S8TN
 675.....ART
 685.....TV JAPAN
 686.....Bollywood Hits OD
 687.....Deutsche Welle
 688.....Polskie Radio 1 (Audio only)
 689.....Polskie Radio 3 (Audio only)
 690.....TV Polonia

MANDARIN PASSPORT

665.....CCTV-4
 666.....CTI Zhong Tian Channel
 667.....DK Amerika
 668.....Phoenix NA

HINDI PASSPORT

661.....TV Asia
 662.....SET Asia
 663.....ZEE TV

FILIPINO PASS PLUS

679.....GMA Pinoy
 680.....GMA Life
 681.....GMA DWLS Radio
 682.....GMA DZBB Radio
 683.....TFC
 684.....Filipino Pass Plus

RUSSIAN PASSPORT

654.....Channel One Russia
 655.....RTVI
 656.....RTN
 657.....TV 1000 Russian Kino

TWC HD PASS

789.....Smithsonian Channel HD
 790.....Smithsonian Channel HD OD
 791.....MGM HD
 793.....MayTV HD
 794.....RFD HD
 795.....Universal HD

PREMIUM CHANNELS

300.....HBO
 301.....HBO West
 302.....HBO 2
 303.....HBO 2 West
 304.....HBO Signature
 305.....HBO Signature West
 306.....HBO Family
 307.....HBO Family West
 308.....HBO Comedy
 309.....HBO Comedy West
 310.....HBO Zone
 311.....HBO Zone West
 312.....HBO Latino
 313.....HBO Latino West
 751.....HBO HD
 752.....HBO 2 HD
 753.....HBO Signature HD
 754.....HBO Family HD



For the most up-to-date line up,
 visit timewarnercable.com
 or call 1.800.892.4357

- ▼ Requires a digital set-top box, Digital Adapter or CableCARD-equipped Unidirectional Digital Cable Product ("UDCP")
- ◆ Includes HD programming
- ◆ Programming for selected games
- ▲ Not available to CableCARD™ subscribers
- ◆ Fees applied if utilized

EFFECTIVE 2/2013

Digital, Premium, PPV, On Demand, HD, Live and Subscription Services available for an additional charge and require special equipment. Digital CableCARD-equipped Unidirectional Digital Cable Product ("UDCP") required to receive digital cable and on-demand services. Digital cable service may be required to receive some HD channels. Multi-Channel Premium Service and corresponding HD channels (where available) available only when subscribing to the corresponding traditional Premium Channel. TWC Cable Movie Pass is required to receive Encore channels. Programming subject to change. Some services are not available to CableCARD™ Customers.

NEED SERVICE?

755.....HBO Comedy HD
 756.....HBO Zone HD
 757.....HBO Latino HD
 320.....Cinemax
 321.....Cinemax West
 322.....MoreMAX
 323.....MoreMAX West
 324.....ThrillerMAX
 325.....ThrillerMAX West
 326.....ActionMAX
 327.....ActionMAX West
 328.....WMAX
 329.....WMAX West
 330.....5StarMAX
 331.....OuterMAX
 763.....Cinemax HD
 764.....MoreMAX HD
 765.....ThrillerMAX HD
 766.....ActionMAX HD
 767.....@MAX HD
 768.....WMAX HD
 769.....5StarMAX HD
 770.....OuterMAX HD
 340.....Showtime
 341.....Showtime Too
 342.....Showtime Showcase
 343.....Showtime Extreme
 344.....Showtime Beyond
 345.....Showtime Next
 346.....Showtime Women
 347.....Showtime Family
 773.....Showtime HD
 774.....SHO 2 HD
 775.....Showtime Showcase HD
 776.....Showtime Extreme HD
 777.....Showtime Beyond HD
 778.....Showtime Next HD
 779.....Showtime Women HD
 350.....The Movie Channel
 351.....TMC Xtra
 781.....TMC HD
 782.....TMC Xtra HD
 784.....Encore HD
 359.....Starz OD
 360.....Starz
 361.....Starz West
 362.....Starz Edge
 363.....Starz Edge West
 364.....Starz Kids & Family
 365.....Starz Kids & Family West
 366.....Starz Cinema
 367.....Starz Cinema West
 368.....Starz In Black
 369.....Starz In Black West

370.....Starz Comedy
 785.....Starz HD
 786.....Starz Comedy HD
 787.....Starz Kids & Family HD
 788.....Starz Edge HD

SUBSCRIPTION ON DEMAND

299.....HBO
 319.....Cinemax
 339.....Showtime
 349.....TMC
 1700.....Signature Home

MOVIES/SHOWS ON DEMAND

169.....Disney Family Movies
 170.....Disney Channel
 404-406.PPV HD
 503.....en Español
 504.....Kids & Teens
 505.....Hits
 1300.....PPV HD
 1301.....Events IN Demand
 1302.....Events IN Demand

ADULT

576.....Cutting Edge
 1600.....Adult ◆
 1610.....Playboy
 1612.....Playboy Español
 1613.....Penthouse
 1614.....Penthouse
 1615.....Ten
 1616.....Ten
 1617.....Real
 1618.....Real
 1619.....Hustler TV
 1620.....Hustler TV
 1621.....Hustler TV HD
 1623.....Penthouse PPV
 1624.....Ten PPV
 1625.....Real PPV
 1630.....Too Much For TV
 1631.....Outrageous
 1632.....Howard TV
 1635.....Here!
 1636.....Here!
 1637.....Manhandle TV
 1638.....Manhandle TV
 1639.....His

FREE ON DEMAND

101.....Free Movies
 400.....PPV Previews
 501.....Free Movies
 515.....Lo Mejor
 550.....Lifestyle
 551.....Entertainment

552.....Music
 554.....Primetime ◆
 565.....Kids
 573.....Nature & Knowledge
 577.....TWC SportsChannel
 579.....Music Choice
 860.....Primetime ◆
 999.....TWCable How To
 1000.....NY
 1010.....YNN
 1015.....Sports and Fitness
 1016.....TWC SportsChannel
 1276.....Automotive
 1278.....Find It
 1280.....Movie Trailers
 1281.....Health
 1282.....Travel

TV ESSENTIALS

21.....USA
 24.....ESPN
 28.....CNN
 29.....VH1
 31.....Animal Planet
 32.....A&E
 33.....Nickelodeon
 35.....The Discovery Channel
 43.....HLN
 44.....FX Network
 46.....HGTV
 48.....Lifetime
 51.....Bravo
 52.....Hallmark Channel
 57.....History
 58.....BET
 59.....Cartoon Network
 60.....AMC
 61.....MTV
 63.....Discovery Fit & Health
 69.....Disney Channel
 86.....ShopNBC
 117.....Inspiration Network
 122.....The Military Channel
 130.....BIO
 137.....G4
 141.....GAC
 159.....Cooking Channel
 173.....Nick Jr.
 176.....Boomerang
 195.....TV Guide Network
 267.....Shop Zeal 1
 293.....Shop Zeal 2
 294.....Shop Zeal 3
 295.....Shop Zeal 4
 296.....Shop Zeal 5
 701746.....Music Choice

3DSPECIAL EVENTS

1332.....3D info
 1333.....3DTV1
 1334.....3DTV2

FAMILY CHOICE

1900.....Boomerang
 1901.....CSPAN2
 1902.....CSPAN3
 1903.....HLN
 1904.....The Hub
 1905.....SCIENCE
 1906.....Disney Channel
 1907.....DIY Network
 1908.....Discovery Fit & Health
 1909.....HGTV
 1910.....La Familia Cosmopolitan
 1911.....Nick Jr.
 1912.....The Weather Channel
 1913.....Disney XD
 1914.....FoodNetwork

01	20	238	Town of West Turin	12.99	65.00	77.99
----	----	-----	--------------------	-------	-------	-------

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Town of West Turin

AND

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

Dated: 10/15/2012

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of January 14, 2013 between the Town of West Turin (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 renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated November 11, 2000 and has substantially complied with the material terms of the 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 ("NYPSC"); 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 West Turin/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 West Turin. Such area shall include all areas annexed by the Town of West Turin. 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 or any successor thereto.
- 2.9 "Gross Revenues" means all 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 150 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 cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
 - 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 fifteen (15) 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 extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

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 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 West Turin
 5438 Kessler Road
 Boonville, NY 13309
 Attention: Supervisor
 Telephone: 315-397-2595

If to Grantee: Time Warner Cable
 120 Plaza Drive, Suite B
 Vestal, NY 13850
 Attention: Government Relations
 Telephone: 607-644-0025

With a copy to: Time Warner Cable
 Attention: 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 franchisee. 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 franchisee 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 NYPSC. 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 NYPSC as required by law and regulation.

3.9 Continuing Administration. The Supervisor of the Town of West Turin 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 in 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, re-grading, 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 consent of Grantor.

- 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 Reporting. 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 NYPSC.
- 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. No franchise fee payment is required by this franchise.

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 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.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of January 14, 2013

GRANTOR OF Town of West Twin

Time Warner Cable Northeast LLC

By: Edward J. Hayes, Sr.

By: [Signature]
Amos Smith

Title: Town Supervisor

Title: CFO, Residential Services

STATE OF NEW YORK
Town of West Turin
County of Lewis

In the Matter of the Granting of a Cable Television Franchise Held by **Time Warner Cable Northeast LLC** in the Town of West Turin, County of Lewis, New York

RESOLUTION

An application has been duly made to the Board of the Town of West Turin, County of Lewis, New York, by Time Warner Cable Northeast LLC ("Time Warner Cable"), a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee") doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850 for the approval of an initial agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of West Turin, New York on January 14, 2013 at 7:00 P.M. and notice of the hearing was published in the Town of West Turin on January 3, 2013.

NOW, THEREFORE, the Board of the Town of West Turin finds that:

1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
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 West Turin hereby grants the cable television franchise of Time Warner Cable in the Town of West Turin for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

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

The foregoing having received a aye vote was thereby declared adopted.

Dated: January 15, 2013

Robert D. Sullivan
Town of West Turin Clerk

STATE OF NEW YORK
COUNTY OF LEWIS

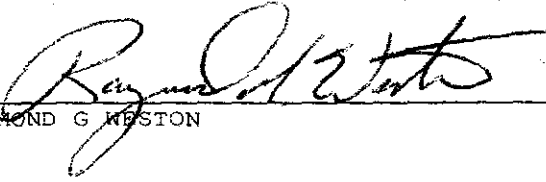
ss: JOURNAL & REPUBLICAN

PATRICIA SULLIVAN, CLERK
TOWN OF WEST TURIN
5727 WEST MAIN ST
CONSTABLEVILLE NY 13325

REFERENCE: 21160
20264969 PLEASE TAKE NOTICE t

RAYMOND G WESTON, OF THE CITY OF WATERTOWN, COUNTY OF JEFFERSON, STATE OF NEW YORK, BEING DULY SWORN, DEPOSETH AND SAITH THAT HE IS AND DURING THE TIME OF PUBLICATION OF THE LEGAL NOTICE HEREUNTO ANNEXED WAS THE FINANCIAL MANAGER OF THE NEWSPAPER CALLED THE JOURNAL AND REPUBLICAN, A PUBLIC NEWSPAPER PUBLISHED IN THE VILLAGE OF LOWVILLE, COUNTY OF LEWIS, STATE OF NEW YORK. DEPONENT FURTHER SAYS THAT THE LEGAL NOTICE OF WHICH A COPY IS HERETO ANNEXED, WAS PUBLISHED IN SAID NEWSPAPER ONCE EACH WEEK.

PLEASE TAKE NOTICE that there will be a public hearing on January 14, 2013 to review the Franchise Agreement to provide Cable Television Services between the Town of West Turin and Time Warner Cable Northeast LLC. The hearing will be at the Town of West Turin garage at 7:00 p.m. All interested parties are urged to attend.



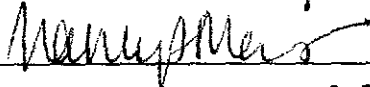
RAYMOND G WESTON

PUBLISHED ON: 01/09

TOTAL COST: 9.62 AD SPACE: 12 LINE
FILED ON: 01/09/13

SWORN TO ME THIS

14 DAY OF January, 2013.



NANCY A MARTIN
Notary Public - State of New York
NO. 01MA6172490
Qualified in Lewis County
My Commission Expires 8-13-15

AFFIDAVIT OF PUBLICATION

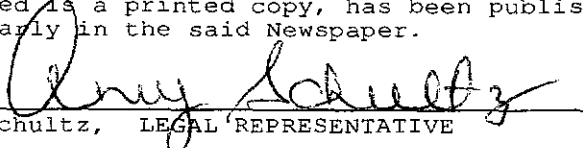
STATE OF NEW YORK
COUNTY OF JEFFERSON

WATERTOWN DAILY TIMES

SUSAN ECKHARDT
TIME WARNER CABLE
120 PLAZA DR Ste D
VESTAL NY 13850-3640

REFERENCE: 5069832
20266537 LEGAL NOTICE FOR APP

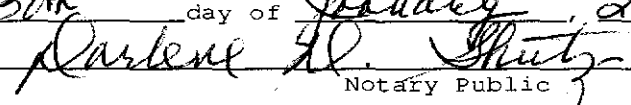
Amy Schultz, of the Town of Brownville, Jefferson County, being duly sworn, says that she is the Legal Representative of the Johnson Newspaper Corp., a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Watertown, New York, and that said corporation is the publisher of the WATERTOWN DAILY TIMES, a Newspaper published in the City of Watertown, Jefferson County, and State of New York, and that a Notice, of which the annexed is a printed copy, has been published regularly in the said Newspaper.



Amy Schultz, LEGAL REPRESENTATIVE

PUBLISHED ON: 01/29

AD SPACE: 29 LINE
FILED ON: 01/29/13

Sworn to before me this
30th day of January, 2013


Notary Public

DARLENE D. SHEITZ
Notary Public, State of New York
Qualified in Jefferson County
My Commission Expires August 20, 2014

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL
PLEASE TAKE NOTICE that the Time Warner Entertainment/Advance Newhouse Partnership, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Town of West Turin, Lewis County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Oneonta'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. Jaclyn A. Brillig, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.

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:	Susan Eckhardt
Your Company/Organization:	Time Warner Cable
Mailing Address:	120 Plaza Drive, Suite B, Vestal, NY 13850
Company/Organization you represent, if different from above:	_____
E-Mail Address:	susan.eckhardt@twcable.com
Case/Matter # (if known)	_____

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: <i>Susan Eckhardt</i>	Date: <i>3/1/2013</i>
----------------------------------	-----------------------

Please note that this form applies to this filing only.

To the extent possible, please file this form in .pdf format.