

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

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

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

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

A.

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

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

B

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

Signature: <u>Brenda M Parks</u>	Date: <u>11/15/2011</u>
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November 15, 2011

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

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

RE: Town of Shawangunk

Dear Secretary Brillling:

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

1. The Town was informed of our intent to renew on March 7, 2002; attached as Exhibit 1.
2. The required R-2 Form is attached as Exhibit 2.
3. The Municipality exercised due diligence in reviewing and negotiating the renewal agreement. A public hearing was held on March 3, 2011. The public hearing notice is attached as Exhibit 3.
4. A signed and sealed executed renewal agreement and a copy of the resolution approving the signing of the agreement is attached as Exhibit 4.
5. A complete copy of this application has been served on the Town by first class mail. A certificate of service is attached as Exhibit 5.
6. The required legal notice has been ordered published. Proof of publication will be forwarded when received; as Exhibit 6.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Brenda M. Parks".

Brenda M. Parks
Director
Government Relations



EXHIBIT 1



March 7, 2002

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable John Valk
Supervisor
Town of Shawangunk
P.O. Box 247
Wallkill, NY 12589

Dear Supervisor Valk:

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

As you may know, our franchise to provide cable television service will expire on November 9, 2004. Accordingly, Time Warner Cable hereby gives notice that it seeks renewal of its cable television franchise pursuant to the provisions of 47 U.S.C. 546 and requests commencement of renewal proceedings pursuant to 47 U.S.C. 546(a).

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

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

Sincerely,

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

Brenda M. Parks
Director
Government & Public Relations

cc: Linda Hicks, VP Field Operations
Maureen Sheveland



**EXHIBIT 2
FORM R-2**

Application for Renewal of Franchise

Town of Shawangunk

1. The exact legal name of applicant is:

Time Warner NY Cable LLC

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

Time Warner Cable

3. Applicant's mailing address is:

Time Warner Cable
2778 State Route 52
Liberty, NY 12754

4. Applicant's telephone number is:

845-695-9625

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

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

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

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

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

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



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

Primary connections:
Basic Service: \$17.00
Standard Service: \$52.70
Installation: \$40.95

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5 (a)?

Town of Shawangunk - 0

In the municipalities specified in Question 5(b)?

Town of Bethel - 1.38 miles
Town of Blooming Grove - .39 miles
Town of Crawford - .7 miles
Town of Fallsburg - 9.37 miles
Town of Liberty - 3.44 miles
Town of Neversink - .66 miles
Town of Redhook - 1.04 miles
Town of Rockland - 1.72 miles

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

Channel additions

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

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

b. Current Annual Financial Report?
Yes

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

No

If so, describe below:

Director, Government Relations

November 15, 2011

Date



Attachment A

Attachment A
Time Warner Cable - Hudson Valley

MUNICIPALITY	SUBS
City of Kingston	7,315
City of Middletown	6,850
City of Newburgh	5,161
City of Port Jervis	2,621
City of Poughkeepsie	8,810
Stewart Air Force Base	80
Town of Bethel	1,015
Town of Blooming Grove	1,148
Town of Callicoon	519
Town of Catskill	545
Town of Cohecton	160
Town of Colchester	70
Town of Cornwall	2,840
Town of Crawford	2,415
Town of Deerpark	2,152
Town of Delaware	622
Town of Esopus	2,894
Town of Fallsburg	2,449
Town of Forestburgh	209
Town of Fremont	118
Town of Gardiner	1,432
Town of Goshen	1,566
Town of Hamptonburgh	1,213
Town of Highland	746
Town of Highlands	527
Town of Hunter	840
Town of Hurley	2,043
Town of Jewett	189
Town of Kingston	296
Town of LaGrange	1,072
Town of Liberty	1,102
Town of Lloyd	76
Town of Lumberland	395
Town of Mamakating	2,436
Town of Marbletown	1,523
Town of Marlborough	2,266
Town of Montgomery	2,116
Town of Mount Hope	944
Town of Neversink	665
Town of New Paltz	2,132
Town of New Windsor	7,378
Town of Newburgh	1,431
Town of Newburgh	6,943

MUNICIPALITY	SUBS
Town of Olive	1,449
Town of Plattekill	7
Town of Pleasant Valley	2,843
Town of Poughkeepsie	6,472
Town of Red Hook	1,356
Town of Rhinebeck	1,051
Town of Rochester	1,619
Town of Rockland	964
Town of Rosendale	1,880
Town of Saugerties	4,800
Town of Shandaken	1,273
Town of Shawangunk	2,592
Town of Thompson	2,707
Town of Tusten	357
Town of Ulster	4,216
Town of Wallkill	7,738
Town of Wawarsing	1,690
Town of Wawayanda	1,530
Town of Woodstock	2,457
Village of Bloomingburg	213
Village of Chester	86
Village of Cornwall-on-Hudson	1,125
Village of Ellenville	1,248
Village of Goshen	1,781
Village of Highland Falls	1,346
Village of Hunter	389
Village of Jeffersonville	228
Village of Liberty	1,274
Village of Maybrook	898
Village of Montgomery	1,280
Village of Monticello	1,904
Village of New Paltz	1,222
Village of Otisville	328
Village of Red Hook	778
Village of Rhinebeck	1,103
Village of Saugerties	1,500
Village of Tannersville	275
Village of Tivoli	377
Village of Walden	2,029
Village of Washingtonville	1,889
Village of Woodridge	323
Village of Wurtsboro	560
West Point - USMA	907



Attachment B



Hudson Valley-Middletown/Newburgh Channel Lineup

Basic Service

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

HD Basic Service

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

Standard Service

14	TNT
15	Discovery Channel
16	CNN
25	Comedy Central
26	TBS
27	AMC
29	A&E
30	USA Network
31	CNBC
32	Nickelodeon
33	Spike TV
34	ABC Family
35	The Weather Channel
36	Food Network
37	Headline News
38	Disney Channel
39	TLC
40	BET
41	Lifetime Television
42	MTV
43	Syfy
44	E! Entertainment Television
45	Cartoon Network
46	MSNBC
47	truTV
48	History
50	Galavision
51	National Geographic Channel
52	Lifetime Movie Network
53	Shop NBC
58	Leased
60	VH1
62	Fox News
63	HGTV
66	Bravo
67	MSG Plus
68	MSG
69	YES
70	SportsNet New York
71	ESPN2
72	TV Guide
73	The Golf Channel
74	TCM
75	TV Land
76	FitTV
78	CMT: Country Music Television
79	Animal Planet
80	Travel Channel
81	Versus
83	Oxygen (digital)
97	EWTN
108	Speed Channel
502	CNC World
504	SNY HD
505	YES Network HD
725	Comedy Central HD
731	CNBC HD
733	Spike TV HD
736	Food Network HD
738	Disney HD
740	BET HD
742	MTV HD
748	History HD
750	Galavision HD
760	VH1 HD
774	TCM HD
785	Universal HD
208	HBO (HD)
229	Showtime HD
275	Encore HD
283	Reelz HD
290	Sundance HD
292	Fearnet HD
301	Adult HD On Demand
355	IN DEMAND HD PPV Events 1
356	IN DEMAND HD PPV Events 2
380	GAME HD
381	GAME HD 2
382	GAME HD 3
383	GAME HD 4
384	GAME HD 5
385	GAME HD 6
386	GAME HD 7
387	GAME HD 8
388	GAME HD 9
412	Team HD
445	Game HD:MLB Extra Innings
446	Game 2 HD:MLB Extra Innings

465	Tennis Channel HD
467	CBS College Sports HD
468	NHL Network HD
470	Fox Soccer PLUS HD
471	Big Ten Network HD On Demand
472	Big Ten Network HD
473	Big Ten 2 HD
474	Big Ten 3 HD
475	Big Ten 4 HD
476	Big Ten 5 HD
478	ESPN News HD
479	ESPNU HD
485	FOX Soccer HD
486	Fox Deportes HD
487	ESPN Deportes HD
488	NBA TV HD
489	MLB Network HD
495	IN DEMAND HD PPV Events 1
496	IN DEMAND HD PPV Events 2
504	SNY HD
505	YES Network HD
514	TV JAPAN HD
647	MAV TV HD
648	Smithsonian On Demand HD
649	Smithsonian Channel HD
650	MGM HD
652	HBO2 HD
653	HBO Signature HD
654	HBO Family HD
655	HBO Comedy HD
656	HBO Zone HD
657	HBO Latino HD
659	More Max HD
660	Action Max HD
661	Thriller Max HD
662	WMAX HD
663	@ Max HD
664	Five Star Max HD
665	Outer Max HD
667	Showtime 2 HD
668	Showtime Showcase HD
669	Showtime Extreme HD
670	Showtime Beyond HD
671	Showtime Women HD
673	Showtime Next HD
674	TMC HD
675	TMC Xtra HD
677	Starz Edge HD
678	Starz Kids and Family HD
680	gmc HD
681	Starz Comedy HD
682	OWN HD
683	Reelz HD
684	Hallmark HD
685	BBC America HD
686	Crime & Investigation Network HD
688	DIY HD
690	TV Guide HD
691	Fuse HD
692	G4 HD
693	Game Show Network (GSN) HD
694	CMT HD
696	National Geographic HD
697	History International HD
698	Primetime HD On Demand
700	HD MOD
701	NY1 HD
717	Bloomberg HD
719	WXTV HD (Univision) (Newburgh, Middletown, Port Jervis, New Paltz, Rosendale, Monticello, Liberty & Tusten only)
720	CSPAN 2 HD
721	CSPAN 3 HD
723	IFC HD
724	FX HD
725	Comedy Central HD
727	AMC HD
728	Disney XD HD
729	A&E HD
730	USA HD
731	CNBC HD
733	Spike TV HD
735	Travel Channel HD
736	Food Network HD
737	Headline News HD
738	Disney HD
740	BET HD
742	MTV HD
743	Syfy HD
744	E! HD
746	MSNBC HD
749	CSPAN HD
750	Galavision HD
751	National Geographic HD
755	Investigation Discovery HD
756	Palladia HD
759	BIO HD
760	VH1 HD
761	WNJU HD (Telemundo)
765	Style HD
766	Bravo HD
774	TCM HD
782	Planet Green HD
783	Ovation HD
785	Universal HD
787	Africa Channel HD
788	EWTN HD
789	The Hub HD
790	TV One HD
791	Cooking Channel HD
952	HBO HD (SAP)
953	HBO 2 HD (SAP)
954	HBO Signature HD (SAP)
955	HBO Comedy HD (SAP)
956	HBO Family HD (SAP)
957	HBO Zone HD (SAP)
958	HBO Latino HD

TV Essentials (package)

11	CW11
679	WGN HD

DTVValue (Package)

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

38	Disney Channel	138	CCTV-9 (Chinese)	621	Music Choice: 90's	752	Lifetime Movie Network HD
39	TLC	139	RT (Russian)	622	Music Choice: 80's	754	HD Theater
40	BET	140	Sundance Channel	623	Music Choice: 70's	755	Investigation Discovery HD
41	Lifetime Television	141	Independent Film Channel	624	Music Choice: Solid Gold Oldies	756	Palladia HD
42	MTV	142	Do it Yourself Network	625	Music Choice: Party Favorites	758	Fox Business Network HD
43	Syfy	143	Flix	626	Music Choice: Stage & Screen	759	BIO HD
44	E! Entertainment Television	144	Great American Country (GAC)	627	Music Choice: Kidz Only	760	VH1 HD
45	Cartoon Network	145	Cooking Channel	628	Music Choice: Toddler Tunes	761	WNJU HD (Telemundo)
46	MSNBC	147	C-SPAN	629	Music Choice: Today's Country	762	Fox News Channel HD
47	truTV	148	C-SPAN 2	630	Music Choice: True Country	763	HGTV HD
48	History	149	C-SPAN 3	631	Music Choice: Classic Country	765	Style HD
50	Galavision	150	BON TV*	632	Music Choice: Contemporary Christian	766	Bravo HD
51	National Geographic Channel	151	Jewelry TV	633	Music Choice: Sounds of the Season	767	Fox Sports Net NY HD
52	Lifetime Movie Network	152	gmc	634	Music Choice: Soundscapes	768	MSG HD
53	Shop NBC	154	nuvoTV	635	Music Choice: Smooth Jazz	769	YES HD
57	HSN	155	LOGO	636	Music Choice: Jazz	770	SportsNet NY HD
58	Leased	156	News 12 (Middletown, Newburgh, Port Jervis, New Paltz & Marbletown)	637	Music Choice: Blues	771	ESPN 2 HD
60	VH1		TV Guide Network	638	Music Choice: Singers & Swing	772	ESPN HD
61	Telemundo	157	National Geographic Wild	639	Music Choice: Easy Listening	773	Golf HD
62	Fox News	158	NY State Legislative	640	Music Choice: Classical Masterpieces	774	TCM HD
63	HGTV	160	Kids 13	641	Music Choice: Light Classical	779	Animal Planet HD
64	WE: Women's Entertainment Network	161	nbcNY (NY Nonstop)	642	Music Choice: Musica Urbana	780	Travel Channel HD
65	Style Network	162	WGN America	643	Music Choice: Pop Latino	781	Versus HD
66	Bravo	163	ABC News Now	644	Music Choice: Tropicales	782	Planet Green HD
67	MSG Plus	167	Tr3s	645	Music Choice: Maxicana	783	Ovation HD
68	MSG	168	V-me	646	Music Choice: Romances	784	Hallmark Movie Channel HD
69	YES	170	ESPN U	680	gmc HD	785	Universal HD
70	SportsNet New York	172	ESPN News	682	OWN HD	786	SPEED HD
71	ESPN2	173	ESPN Deportes	683	Reelz HD	787	Africa Channel HD
72	TV Guide	174	MLB Network	684	Hallmark HD	788	EWTV HD
73	The Golf Channel	175	NBA TV	685	BBC America HD	789	The Hub HD
74	TCM	176	Universal Sports	686	Crime & Investigation Network HD	790	TV One HD
75	TV Land	197	Sports Extra 1	687	Live Well HD	791	Cooking Channel HD
76	FitTV	198	Sports Extra 2	688	DIY HD	798	Lo Mejor On Demand
77	FUSE	199	DTV Preview	690	TV Guide HD	801	NY1 Noticias
78	CMT: Country Music Television	275	Encore HD	691	Fuse HD		
79	Animal Planet	283	Reelz HD	692	G4 HD		
80	Travel Channel	290	Sundance HD	693	Game Show Network (GSN) HD		
81	Versus	309	iN DEMAND Preview	694	CMT HD		
82	Oxygen (analog)	478	ESPN News HD	696	National Geographic HD		
83	Oxygen (digital)	479	ESPNU HD	697	History International HD		
84	Hallmark (digital)	483	3DTV1	698	Primetime HD On Demand		
85	RSVP	484	3DTV2	699	HD Showcase On Demand		
87	The Africa Channel	485	FOX Soccer HD	701	NY1 HD		
90	TV One	486	Fox Deportes HD	702	WCBS (HD)		
91	NY1 Traffic	487	ESPN Deportes HD	704	WNBC (HD)		
95	NY1 Noticias	488	NBA TV HD	705	WNYW-FOX (HD)		
97	EWTV	489	MLB Network HD	706	YNN HD		
98	Daystar	491	iN DEMAND Preview	707	WABC (HD)		
99	Remote Control Programming	501	France 24	709	WWOR HD		
101	Disney XD	502	CNC World	711	WPIX (HD)		
102	The Hub	504	SNY HD	713	Thirteen HDTV		
103	SCIENCE	505	YES Network HD	714	TNT HD		
104	OWN: Oprah Winfrey Network	507	The Arabic Channel	715	Discovery HD		
105	Military Channel	531	The Korean Channel	716	CNN HD		
106	Cloot TV	532	Media Korea TV (MKTV)	717	Bloomberg HD		
107	Fox Soccer Channel	560	ImaginAsian	719	WXTV HD (Univision) (Newburgh, Middletown, Port Jervis, New Paltz, Rosendale, Monticello, Liberty & Tusten only)		
108	Speed Channel	590	WQXR FM	720	CSPAN 2 HD		
109	Outdoor Channel	591	WJFF FM	721	CSPAN 3 HD		
110	Game Show Network	592	WNYC FM	723	IFC HD		
111	Centric	593	WPDH FM	724	FX HD		
112	Ovation	595	WDST FM	725	Comedy Central HD		
113	Planet Green	596	WSUL FM	726	TBS HD		
114	Lifetime Real Women	597	WRWD FM	727	AMC HD		
115	Nick Jr	598	WHUD FM	728	Disney XD HD		
116	MTV2	599	WRRV FM	729	A&E HD		
117	BBC America	601	Music Choice: Hit List	730	USA HD		
118	CURRENT TV	602	Music Choice: Hip-Hop and R&B	731	CNBC HD		
119	Chiller	603	Music Choice: MC Mix Tape	732	NBC 4.4		
120	CNBC World	604	Music Choice: Dance/Electronica	733	Spike TV HD		
121	Fox Business Network	605	Music Choice: Rap	735	Travel Channel HD		
122	Bloomberg TV	606	Music Choice: Hip-Hop Classics	736	Food Network HD		
123	VH1 Classic	607	Music Choice: Throwback Jamz	737	Headline News HD		
124	G4	608	Music Choice: R&B Classics	738	Disney HD		
125	Investigation Discovery	609	Music Choice: R&B Soul	739	TLC HD		
126	CNN International	610	Music Choice: Gospel	740	BET HD		
127	SOAPnet	611	Music Choice: Reggae	742	MTV HD		
128	AmericanLife TV Network	612	Music Choice: Classic Rock	743	Syfy HD		
129	BIO	613	Music Choice: Retro Rock	744	E! HD		
130	History International	614	Music Choice: Rock	746	MSNBC HD		
131	Reelz	615	Music Choice: Metal	748	History HD		
132	Boomerang	616	Music Choice: Alternative	750	Galavision HD		
133	TeenNick	617	Music Choice: Classic Alternative	751	National Geographic HD		
134	Nicktoons Network	618	Music Choice: Adult Alternative				
135	Russia Today	619	Music Choice: Soft Rock				
136	Fox Sports en Español	620	Music Choice: Pop Hits				
137	Jewish Life TV						

DTV en Español (Package)

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

618	Music Choice: Adult Alternative	851	CNN International	820	GOL TV Spanish	229	Showtime HD
619	Music Choice: Soft Rock	852	CNN Español	821	ESPN Deportes	230	TMC On Demand
620	Music Choice: Pop Hits	853	TVE 24	822	Fox Sports Español	231	The Movie Channel
621	Music Choice: 90's	854	NY1 News	823	ESPN News	232	TMC Xtra
622	Music Choice: 80's	858	SoapNet	824	Fox Soccer Channel	240	Starz On Demand
623	Music Choice: 70's	859	Lifetime Real Women	825	Univision/WXTV	241	Starz
624	Music Choice: Solid Gold Oldies	860	Utilísima Satelital	827	Telemundo/WNJU	242	Starz Edge
625	Music Choice: Party Favorites	861	Latele Novela	829	Discovery Familia	243	Starz Kids and Family
626	Music Choice: Stage & Screen	862	OWN: Oprah Winfrey Network	830	La Familia	244	Starz Cinema
627	Music Choice: Kidz Only	863	FIT TV	831	HITN	245	Starz inBlack
628	Music Choice: Toddler Tunes	864	Food Network	832	Hallmark Channel	246	Starz Comedy
629	Music Choice: Today's Country	865	Cooking Channel	833	Animal Planet	251	Encore
630	Music Choice: True Country	866	DIY Network	834	Planet Green	252	Encore Action
631	Music Choice: Classic Country	867	EWTN: Eternal Word TV Network	835	Travel Channel	253	Encore Love
632	Music Choice: Contemporary Christian	868	EWTN Español	836	The Science Channel	254	Encore Suspense
633	Music Choice: Sounds of the Season	870	The Word Network	837	Military Channel	255	Encore Drama
634	Music Choice: Soundscapes	873	Shop NBC	838	History en Español	256	Encore Westerns
635	Music Choice: Smooth Jazz	874	QVC: Quality Value Convenience Network	839	Investigation Discovery	257	Fox Movie Channel
636	Music Choice: Jazz	875	HSN	840	The Disney Channel	258	Encore Family
637	Music Choice: Blues	876	Jewelry Television	842	The Hub	267	TWC Movie Pass On Demand
638	Music Choice: Singers & Swing	879	LATV	843	Sorpresa	268	Fearnet
639	Music Choice: Easy Listening	880	nuvoTV	844	Boomerang (SAP)	292	Fearnet HD
640	Music Choice: Classical Masterpieces	881	TV Land	845	Cartoon Network (SAP)	345	iN DEMAND PPV Events 1
641	Music Choice: Light Classical	882	Disney XD	846	Nicktoons	346	iN DEMAND PPV Events 2
642	Music Choice: Musica Urbana	883	TeenNick	847	Nick Jr.	350	Events On Demand
643	Music Choice: Pop Latino	886	HTV	858	SoapNet	352	iN DEMAND PPV Events 1
644	Music Choice: Tropicales	887	mun2	859	Lifetime Real Women	353	iN DEMAND PPV Events 2
645	Music Choice: Maxicana	888	Tr3s	860	Utilísima Satelital	354	iN DEMAND PPV Events 3
646	Music Choice: Romances	889	MTV2	861	Latele Novela	355	iN DEMAND HD PPV Events 1
702	WCBS (HD)	890	VH1 Classic	862	OWN: Oprah Winfrey Network	356	iN DEMAND HD PPV Events 2
704	WNBC (HD)	891	CMT: Country Music Television	863	FIT TV	447	NHL Center Ice - MLB Extra Innings
705	WNYW-FOX (HD)	892	GAC	864	Food Network	448	NHL Center Ice - MLB Extra Innings
707	WABC (HD)	893	Centric	865	Cooking Channel	449	NHL Center Ice - MLB Extra Innings
709	WWOR HD	895	Cine Latino	866	DIY Network	450	NHL Center Ice - MLB Extra Innings
711	WPIX (HD)	896	Cine Mexicano	867	EWTN: Eternal Word TV Network	490	Events On Demand
713	Thirteen HDTV	897	Venemovies	868	EWTN Español	492	iN DEMAND PPV Events 1
714	TNT HD	898	Multimedios	870	The Word Network	493	iN DEMAND PPV Events 2
732	NBC 4.4	1	NY1	873	Shop NBC	494	iN DEMAND PPV Events 3
798	Lo Mejor On Demand	2	WCBS	874	QVC: Quality Value Convenience Network	495	iN DEMAND HD PPV Events 1
800	Español On Demand	4	WNBC	875	HSN	496	iN DEMAND HD PPV Events 2
801	NY1 Noticias	5	WNYW	876	Jewelry Television	500	International Movies On Demand (iMOD)
802	TVE Internacional	7	WABC	879	LATV	528	The Jewish Channel On Demand
803	Antena 3	9	MyNetworkTV	880	nuvoTV	652	HBO2 HD
804	CV Network	10	WMBC / WTEN (in Rosendale)	881	TV Land	653	HBO Signature HD
805	SUR	11	CW11	882	Disney XD	654	HBO Family HD
806	WAPA America	13	WNET (PBS)	883	TeenNick	655	HBO Comedy HD
808	TV Dominicana	17	WPXN (PAX)	886	HTV	656	HBO Zone HD
809	SuperCanal Caribe	19	WXTV / WXTV (Rosendale only)	887	mun2	657	HBO Latino HD
810	Telemicro	22	WRNN	888	Tr3s	659	More Max HD
811	BBC America	36	Food Network	889	MTV2	660	Action Max HD
812	Galavision	38	Disney Channel	890	VH1 Classic	661	Thriller Max HD
813	Game Show Network	61	Telemundo	891	CMT: Country Music Television	662	WMAX HD
814	Ecuavisa	139	RT (Russian)	892	GAC	663	@ Max HD
815	Caracol	147	C-SPAN	893	Centric	664	Five Star Max HD
816	TV Colombia	148	C-SPAN 2	895	Cine Latino	665	Outer Max HD
817	Infinito	149	C-SPAN 3	896	Cine Mexicano	667	Showtime 2 HD
818	V-me	160	Kids 13	897	Venemovies	668	Showtime Showcase HD
819	Discovery en Español	161	nbciNY (NY Nonstop)	898	Multimedios	669	Showtime Extreme HD
820	GOL TV Spanish	163	ABC News Now			670	Showtime Beyond HD
821	ESPN Deportes	167	Tr3s			671	Showtime Women HD
822	Fox Sports Español	469	GolTV HD			673	Showtime Next HD
823	ESPN News	486	Fox Deportes HD			674	TMC HD
824	Fox Soccer Channel	487	ESPN Deportes HD			675	TMC Xtra HD
825	Univision/WXTV	525	RT (Russian)			677	Starz Edge HD
827	Telemundo/WNJU	735	Travel Channel HD			678	Starz Kids and Family HD
829	Discovery Familia	736	Food Network HD			681	Starz Comedy HD
830	La Familia	779	Animal Planet HD			700	HD MOD
831	HITN	800	Español On Demand			901	HBO
832	Hallmark Channel	802	TVE Internacional			902	HBO 2
833	Animal Planet	803	Antena 3			903	HBO Signature
834	Planet Green	804	CV Network			904	HBO Family
835	Travel Channel	805	SUR			905	HBO Zone
836	The Science Channel	806	WAPA America			906	HBO Comedy
837	Military Channel	808	TV Dominicana			907	HBO Latino
838	History en Español	809	SuperCanal Caribe			911	Cinemax
839	Investigation Discovery	810	Telemicro			912	More Max
840	The Disney Channel	811	BBC America			913	Action Max
842	The Hub	812	Galavision			914	ThrillerMAX
843	Sorpresa	813	Game Show Network			915	W Max
844	Boomerang (SAP)	814	Ecuavisa			916	@ Max
845	Cartoon Network (SAP)	815	Caracol			917	5 Star Max
846	Nicktoons	816	TV Colombia			918	Outer Max
847	Nick Jr.	817	Infinito			921	Showtime
849	CNBC World	818	V-me			922	Showtime Too
850	Bloomberg TV	819	Discovery en Español				

Premium

200	HBO On Demand
201	HBO
202	HBO 2
203	HBO Signature
204	HBO Family
205	HBO Zone
206	HBO Comedy
207	HBO Latino
208	HBO (HD)
210	Cinemax On Demand
211	Cinemax
212	More Max
213	ActionMAX
214	ThrillerMAX
215	W Max
216	@ Max
217	5 Star Max
218	Outer Max
220	Showtime On Demand
221	Showtime
222	Showtime Too
223	Showtime Showcase
224	Showtime Extreme
225	Showtime Beyond
226	Showtime Women
227	Showtime Family
228	Showtime Next

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

Adult Premium

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

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

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

Seasonal Sports Packages

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

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

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

3D Pass

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

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



Attachment C

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



EXHIBIT 3

Wallkill Valley Times
300 Stony Brook Ct
Newburgh, NY 12550-
845-561-0170 Fax: 845-561-3967

Affidavit of Publication


To: Town of Shawangunk, Town Clerk
PO Box 247
Wallkill, NY 12589-0247

Re: Legal notice #65232

State of New York }
County of Orange } SS:

I, Carl Aiello, being duly sworn, depose and say: that I am the Publisher of Wallkill Valley Times, a weekly newspaper of general circulation published in Newburgh, County of Orange, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Wallkill Valley Times once on 02/16/11.

Sworn to before me this 16th day of February, 2011


Diane M. Holbert

Notary Public, State of New York

No. 4961755

Qualified in Orange County

My commission expires on February 5, 2014

NOTICE
TOWN OF SHAWANGUNK
The Town Board of the Town of Shawangunk will hold a Public Hearing on Thursday, March 3, 2011 at 7 pm in the Town Office Building in Wallkill, New York for the purpose of considering a request by Time Warner NY Cable LLC, Time Warner Cable (TWC) for renewal of their Franchise Agreement.
A copy of the proposed Franchise Agreement may be inspected at the Office of the Town Clerk or at the offices of TWC.
Margaret Y. Tremper
Town Clerk
#65232



EXHIBIT 4

RESOLUTION

Resolution of the Town Board of the Town of Shawangunk, New York authorizing the Supervisor to accept and sign the proposed franchise renewal agreement with Time Warner NY Cable, LLC, As amended

WHEREAS, the Town Board of the Town of Shawangunk, New York held a Public Hearing on March 3, 2011 at 7 pm in the Town Office Building, 14 Central Ave., Wallkill, New York for the purpose of considering a request by Time Warner NY Cable LLC, Time Warner Cable ("TWC") for a franchise agreement renewal,

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

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

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

This Resolution shall take effect immediately.

Motion made at a Regular Meeting of the Town Board of the Town of Shawangunk on March 3, 2011.

By Supervisor DeWitt

and Seconded By Councilman Antone

AYES 2

NOES 0

ABSENT 0

This Resolution is adopted

Margaret Dempsey
Town Clerk

Notarized

Sworn to before me
this 03 day of March 2011
Kerry G. Konopka
Notary Public

KERRY G. KONOPKA
Notary Public, State of New York
Ulster County
Commission Expires May 16, 2014
Registration No. 4930474

PUBLIC HEARING

MARCH 3, 2011

CABLE TV FRANCHISE

MINUTES of a Public Hearing held by the Town Board of the Town of Shawangunk, County of Ulster, State of New York to consider renewal of the franchise agreement with Time Warner Cable at the Town Office Building in Wallkill, NY on the 3rd day of March 2011 at 7 pm.

Present were Supervisor John Valk Jr., Councilmen Matthew Watkins, Adrian DeWitt, Robert Miller and Brian Amthor, Town Clerk Margaret Tremper, Supt. of Highways Michael Eggelton and representing Time Warner Brenda Parks.

Supervisor Valk explained the agreement will be to renew the franchise agreement for 10 years.

The new franchise will eliminate the build-out fund because the town is 96 – 97% built out.

Time Warner will have generators to use in case of a power failure.

The agreement will have to be approved by the NYS Communication Commission. This may take a few months.

A motion was made by Councilman Miller and seconded by Councilman Amthor that the hearing be closed

At 8:20 pm.



Margaret Y. Tremper
Margaret Y. Tremper
Town Clerk

County, State of New York

A FRANCHISE RENEWAL AGREEMENT
between the
Town of Shawangunk, Ulster
and
Time Warner NY Cable LLC.

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A FRANCHISE RENEWAL AGREEMENT

between the
Town of Shawangunk, Ulster

County, State of New York

and
Time Warner NY Cable LLC.

WHEREAS, the Town of Shawangunk (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Time Warner NY Cable LLC. (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after

consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, and operating the communications system described herein were considered and found adequate and feasible; and,

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission,

THEREFORE

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "Area Outage": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.

1.2 "Cable Service": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.3 "Capability": the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.

1.4 "Communications System" (herein also referred to as "System"): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.

1.5 "FCC": the Federal Communications Commission.

1.6 "Franchise": the rights and obligations described in this document, and used interchangeably with the term

"Agreement".

1.7 "Franchise Fee": the fee paid by the "Franchisee" to the "Municipality" in exchange for the rights granted pursuant to the "Franchise."

1.8 "Franchisee": Time Warner Ni Cable LLC., and its lawful successors and assignees.

1.9 "Gross Receipts": The total annual subscription payments (including payments made for pay television and pay-per-view services) paid to "Franchisee" by all subscribers resident within the Municipality for other programming services provided by "Franchisee" and collected by or on behalf of "Franchisee", and revenue received from the sale of advertising and home shopping channel commissions generated within the Municipality, but not including amounts collected by "Franchisee" from subscribers for state and federal regulatory fees, taxes, franchise fees, or capital costs associated with public, education and government access that may be required by this "Agreement". The term "Gross Receipts" shall not include revenue received by Franchisee for the provision of cable modem services over the Cable System.

1.10 "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.11 "State": the State of New York.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the non-exclusive right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality. The grant of this Franchise is non-exclusive.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits,

vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with the Municipality's generally applicable local laws, ordinances, rules and regulations.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of the various generally applicable codes and ordinances of the Municipality regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction.

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate; provided, however, that such other franchises be upon similar terms and conditions, and include similar burdens and obligations, as contained in this Agreement.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC.

5.3 All rights and privileges granted hereby are subject

to the police power of the Municipality to adopt and enforce laws, rules and regulations necessary for the health, safety and general welfare of the public. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations of general applicability to all business entities as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 Within thirty (30) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.5 The Supervisor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with the generally applicable ordinances, local laws and regulations of the Municipality.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 Provided there is an offer of dedication of public ways to the Municipality, which guarantees that such streets and other public rights of way within a planned residential subdivision will become publicly owned and under the exclusive control of the Municipality, Franchisee shall install its cable and other underground facilities at the same time as the public

utilities, such as telephone and electric. Franchisee shall not be subject to this requirement in the event that it cannot obtain consent from the developer to access its property.

6.4 All structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee, **on reasonable terms and conditions**, shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, Franchisee's cable also shall be placed underground.

6.5 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures utilized in its System.

6.6 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with the generally applicable local laws and ordinances, rules and regulations, and within ten (10) business days of completion, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within ten (10) business days and restored to as good a condition as existed before said work was commenced. All such repair or replacement work shall be performed to the reasonable satisfaction of the Municipality.

6.7 All structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.8 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any

public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this Franchise does not establish priority for use over other present or future permit or Agreement holders or the Municipality's own use of the streets and public grounds. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances and necessary in the public interest.

6.9 Nothing in this Agreement shall hinder the right of the Municipality or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, within ten (10) day notice or as reasonably directed by the Municipality.

6.10 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than five (5) working days prior written notice in order to arrange for the changes required.

6.11 With the exception of routine maintenance, the Franchisee shall give notice to the Municipality and to the residents and commercial establishments in the vicinity of proposed construction, excavation, laying or stringing of cable under streets or on poles for projects more than 1,500 feet, not less than three (3) calendar days before the commencement of such work.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 No change in control of Franchisee, or this Franchise shall occur without the prior written consent of the

Municipality, which consent shall not be unreasonably withheld or delayed.

7.2 At one-hundred twenty (120) days before a proposed change of control is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent to such proposal. If the Municipality fails to render a final decision on the request for a change of control within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree to an extension of time.

7.3 The Municipality may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the Franchise hereunder and in deciding whether to grant the petition:

- a) the experience of proposed assignee or transferee;
- b) the managerial and technical qualifications of proposed assignee or transferee;
- c) the legal integrity of proposed assignee or transferee;
- d) the financial ability and stability of the proposed assignee or transferee;
- e) the plans of the proposed assignee or transferee as to operation and maintenance of the System;
- f) the likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the System.

7.4 Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such other information as is required pursuant thereto. Franchisee shall also supply, if so requested by the Municipality, such other information that may be reasonably requested in connection with its review of the transfer or assignment.

7.5 In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth the specific reasons for its decision in writing by municipal resolution.

7.6 No consent from the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer to a corporation, partnership or other entity controlling, controlled by or under common control with the Franchisee, including a change of ownership or control of Franchisee or of this Franchise to Time Warner Cable Inc., or

to another subsidiary of Time Warner Cable or any other subsidiary of Time Warner Cable Inc. In the event of such transfer, Franchisee shall provide reasonable notice of the new entity holding the Franchise in the Municipality.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 The Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

a) Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement;

b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

c) Franchisee attempts or does practice a fraud or deceit in its securing of this Franchise; or

d) Franchisee practices fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's franchise fee; or

e) Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute; or

f) Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

g) Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

8.2 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. Such ordinance or resolution shall not be adopted until after the expiration of sixty (60) days prior written notice to Franchisee and a reasonable opportunity for

Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution.

8.3 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

8.4 In the event of such circumstances as described in 8.3, Franchisee may be excused from its obligations herein during the course of any such events or conditions, only upon notice to the Municipality. Such notice shall include clear evidence as to how such events have prevented Franchisee from meeting its obligations. The time specified for performance of Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be agreed by the Municipality and Franchisee.

8.5 Franchisee shall not abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality.

8.6 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in connection with the services authorized herein, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification to provide telecommunications.

9.0 SEVERABILITY

9.1 With the exception of material provisions, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10.0 **EFFECTIVE DATE AND TERM**

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 The term of this Agreement shall be ten (10) years from the effective date.

PART II -- THE SYSTEM

11.0 **COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS**

11.1 Franchisee shall comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 **SYSTEM SPECIFICATIONS**

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

12.2 All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than 73 channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the

rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall incorporate equipment capable of providing standby powering **at the headend** of the System so as to minimize Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing service to all residential housing units throughout the territorial limits of the Municipality at Franchisee's costs and expense, subject to the provisions of Section 15.1. The Franchisee shall extend the System to any commercial or business customer which Franchisee is authorized to serve, subject to the provisions of Section 15.1(b).

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction.

13.2 Operation of the System shall be such that no interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, that does not comply with FCC Regulations.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

a) With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge.

b) All commercial structures within the territorial limits of the Municipality shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.

c) Franchisee shall extend the System to serve all areas of the Municipality along public rights-of-way which have a density of twenty (20) homes per linear mile of aerial cable or greater, or areas with less than 20 homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.1 (d) and 895.5 of the Rules of the NYSPSC. In addition, the Franchisee shall extend service to all dwelling units within the corporate limits of the Town in which the density of dwelling units is at

least twenty (20) dwelling units per cable mile in accordance with 895.5 of the NYSDPS rules.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of cable service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts where applicable, to the extent permitted under federal and State law.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Franchisee shall provide one (1) installation of broadcast basic cable television service to one (1) receiver location in each municipal office building, school, and library, subject to the applicable rules and regulations of the FCC and the NYSPSC.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality, and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policy. Should Franchisee's said policies be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

PART IV -- FRANCHISEE'S

OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding year. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than Thirty (30) days after the close of each such period.

18.2 Each quarterly payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis

for the computation of the payment.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following levels of general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality against claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

a) Personal injury or death:	\$1,000,000 per person
occurrence	\$1,000,000 per occurrence
b) Property damage:	\$1,000,000 per occurrence

Excess liability or umbrella coverage:	\$10,000,000.
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19.2 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from any claim arising from the Municipality's sole negligence.

19.3 Each insurance policy shall bear the name of the Municipality as an additional insured.

19.4 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.5 Upon the effective date of this Agreement, Franchisee shall furnish to the Municipality certificates of insurance in

conformity with the requirements of this Franchise, in a form reasonably satisfactory to the Municipality's attorney.

19.6 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Department of Insurance, which companies shall maintain a rating of at least A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Agreement. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion. Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise and Section 895.1(t) of the NYSPSC Rules and Regulations.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and

authority to test or require Franchisee to test, analyze, and report on the performance of the System. Franchisee shall cooperate fully with the Municipality in performing such testing.

a) In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the Municipality for the costs of such designee.

b) The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.3 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

22.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4. In addition, any valid reporting requirements contained in this franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such

examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, financial, or financial report Franchisee submits to the NISPSO, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.4.

24.2 Franchisee shall furnish to the Municipality such additional information and records with respect to the operation, affairs, transactions or property of the System and the service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

25.0 MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Section 25.4.

25.4 If any of the records described in this Franchise are proprietary in nature or must be kept confidential under federal, State, or local law, upon written request by the Franchisee, such information shall be treated as confidential, and to the extent consistent with applicable law, such records shall be made available for inspection purposes only to those persons within the Municipality who must have access to such information in order to perform their duties on behalf of the Municipality.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall participate, to the extent required by law, rule or regulation in national or regional emergency alert Systems. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Municipality on a shared basis with other municipalities in the region.

OBLIGATIONS TO SUBSCRIBERS

REQUIREMENTS

PART V -- FRANCHISEE'S

AND CUSTOMER SERVICE

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities. Specifically but not limited to Sections 890 and 896 of the Rules and Regulations of the NYSPPSC.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

30.0 MISCELLANEOUS PROVISIONS

30.1 Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition, within a reasonable time, if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

PART VI -- GUARANTEE OF

FRANCHISEE'S PERFORMANCE

31.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

31.1 Upon thirty (30) day notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee under this Agreement. The timing of such performance evaluation sessions shall be solely at the discretion of the Municipality; however, each such session shall not be initiated sooner than one year after the close of a previously conducted performance evaluation session. All performance evaluation meetings shall be open to the public.

31.2 Topics which may be discussed at any performance evaluation session may include, but not be limited to, System performance, compliance with this Agreement and applicable law,

customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

31.3 During review and evaluation, Franchisee shall fully cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review.

31.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

32.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation.

32.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement.

33.0 LEVEL TERMS

33.1 In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as are necessary to insure fair and equal treatment by this Agreement and said other Agreements.

33.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise. Such petition shall: i) indicate the presence of a non-franchised competitor (s); ii) identify the basis for Franchisees belief that certain provisions of the Franchise Agreement place Franchisee at a

competitive disadvantage; iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. Upon written receipt of a petition seeking such relief, the Municipality shall provide the Franchisee with an opportunity to be heard on its request for amendments to the franchise. The Municipality shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

34.0 APPROVAL OF THE NYSPC

34.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, and the FCC. All applications has be filed in a timely fashion pursuant to Section 895.1(r).

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

Town of Shawangunk

BY: John Kullb
Supervisor

Date: 6/27/2011

Sworn to before me
this 27th day of June 2011
Margaret Y. Tremper
Notary Public

MARGARET Y. TREMPER
Notary Public, State of New York
No. 9377340
Qualified in Ulster County
Commission Expires Nov. 30, 2011

TIME WARNER NY CABLE LLC.

BY: John Warner
Vice President

Date: 11/12/11



EXHIBIT 5



November 15, 2011

VIA: CERTIFIED & RETURN RECEIPT REQUESTED

The Honorable John Valk
Supervisor
Town of Shawangunk
PO Box 247
14 Central Avenue
Wallkill, NY 12589

Dear Supervisor Valk:

Attached please find a complete copy of our application to the New York State Public Service Commission for their approval of the franchise renewal recently granted to Time Warner Cable by the Town of Shawangunk.

We request that you place this in your files and make it available to the public on request during regular office hours.

Very truly yours,

A handwritten signature in black ink that reads "Brenda".

Brenda M. Parks
Director
Government Relations

Attachment



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a complete copy of the application to the New York State Public Service Commission for the approval of franchise renewal for the Town of Shawangunk was sent to the Town Clerk by first class mail on November 15, 2011.

Brenda G. Wynn



EXHIBIT 6



November 15, 2011

Legal Ad Department
Wallkill Valley Times
PO Box 247
Wallkill, NY 12589-0247

Dear Editor:

Please publish the attached legal notice one time each of two consecutive weeks.

Billing for the above should be to Time Warner Cable at the address shown. Please forward the proof of publication to my attention as soon as possible.

Very truly yours,

A handwritten signature in black ink that reads "Brenda".

Brenda M. Parks
Director
Government Relations

Attachment



LEGAL NOTICE

Notice is hereby given that Time Warner Cable has filed with the New York State Public Service Commission a request for approval of a renewal of its cable television franchise in the Town of Shawangunk. A copy of the materials constituting the application are available for public inspection at the office of the Town Clerk, the Commission and the Company during normal business hours. Interested parties may file comments or objections with the Commission at Agency Building Three, Empire State Plaza, Albany, NY 12223-1350. The renewal may not take effect without prior approval of the New York State Public Service Commission.