

120 Plaza Dr., Suite D, Vestal, NY 13850     David J. Whalen  
P.O. Box 2086  
Binghamton, NY 13902  
Tel (607) 644-0025 ext 7312  
Fax (607) 584-9524  
david.whalen@twcable.com



June 12, 2012

Hon. Jaclyn A. Brilling, 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 Worcester

Dear Secretary Brilling:

We are herewith filing, via email, the following:

1. R-2 Application for Granting of a Franchise, channel lineup and rates
2. Municipal Resolution granting renewal dated May 14, 2012
3. Fully executed copy of Franchise Renewal Agreement dated May 14, 2012
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, appearing to read 'David J. Whalen', written over a horizontal line.

David J. Whalen  
Director, Government Relations  
Northeast Region, CNY Division

DJW/e  
Enclosures

cc: Honorable JoAnn Beverland, Town Clerk (w/copy of Encs.)

In the matter of application of **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP (TWEAN)** for renewal of its Certificate of Confirmation and Cable Television Franchise in the Town of Hamden, Delaware County, New York.

1. The exact legal name of the applicant is **Time Warner Entertainment-Advance/Newhouse Partnership.**
2. The applicant does business under the name **Time Warner Cable Central New York Division.**
3. Applicant's telephone number are:  
  

<b>(607) 644-0025</b>	<b>Time Warner Cable (Binghamton Office, CNY) 120 Plaza Drive Suite D Vestal, New York 13850</b>
<b>(607) 432-0514</b>	<b>Time Warner Cable (Oneonta) 123 Corporate Drive Oneonta, New York 13820</b>

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 2012 are:

Town of Afton	239	Village of Afton	324
Town of Bainbridge	465	Village of Bainbridge	521
Town of Butternuts	44	Town of Columbus	
Village of Cooperstown	1,013	Town of Coventry	103
Town of Davenport	636	Town of Decatur	1
Town of Delhi	305	Village of Delhi	1,264
Town of Edmeston	289	Town of Exeter	103
Town of Franklin	244	Village of Franklin	136
Village of Gilbertsville	142	Town of Guilford	486
Town of Hamden	31		
Town of Harpersfield	3	Town of Hartwick	448
Village of Hobart	159	Town of Jefferson	8
Town of Kortright	3	Town of Laurens	406
Village of Laurens	107	Town of Maryland	381
Town of Masonville	111	Town of Meredith	109
Town of Middlefield	49	Town of Milford	620
Village of Milford	199	Town of Morris	93
Village of Morris	200	Town of New Berlin	262
Village of New Berlin	436	Town of Norwich	13
City of Oneonta	6,074	Town of Oneonta	1,758
Town of Otego	347	Village of Otego	365
Town of Otsego	499	Town of Oxford	375
Village of Oxford	575	Town of Pittsfield	60
Town of Richfield	134	Village of Richfield Springs	529
Town of Sidney	320	Village of Sidney	1,494
Town of Springfield	172	Town of Stamford	18
Village of Stamford	442	Town of Summit	14
Town of Unadilla	570	Village of Unadilla	398
Town of Walton	328	Village of Walton	1,147
Town of Worcester	520		

6. The following signals are regularly carried by the Oneonta 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 Oneonta 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 Afton	.00	Village of Afton	.00
Town of Bainbridge	.00	Village of Bainbridge	.00
Town of Butternuts	.00	Town of Columbus	.00
Village of Cooperstown	.00	Town of Coventry	.00
Town of Davenport	.20	Town of Decatur	.32
Town of Delhi	.00	Village of Delhi	.00
Town of Edmeston	.00	Town of Exeter	.00
Town of Franklin	.00	Village of Franklin	.00
Village of Gilbertsville	.00	Town of Guilford	.00
Town of Hamden			
Town of Harpersfield	.00	Town of Hartwick	.00
Village of Hobart	.00	Town of Jefferson	8.14
Town of Kortright	.00	Town of Laurens	.00
Village of Laurens	.00	Town of Maryland	.00
Town of Masonville	.00	Town of Meredith	.00
Town of Middlefield	.00	Town of Milford	.00
Village of Milford	.00	Town of Morris	.00
Village of Morris	.00	Town of New Berlin	.00
Village of New Berlin	.10	Town of Norwich	.10
City of Oneonta	.00	Town of Oneonta	.00
Town of Otego	.20	Village of Otego	.00
Town of Otsego	.00	Town of Oxford	.00
Village of Oxford	.00	Town of Pittsfield	.00
Town of Richfield	.00	Village of Richfield Springs	.00
Town of Sidney	.10	Village of Sidney	.10
Town of Springfield	.00	Town of Stamford	.20
Village of Stamford	.00	Town of Summit	14.14
Town of Unadilla	.00	Village of Unadilla	.00
Town of Walton	.00	Village of Walton	.00
Town of Worcester	.00		

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.

11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.

12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

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

**WHEREFORE**, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Town of Worcester Certificate of Confirmation and Franchise Renewal Agreement.

Dated: March 26, 2012



By:

\_\_\_\_\_  
David J. Whalen  
Director, Governmental Relations  
Time Warner Cable – Central New York Division



## Channel Line Up

ONEONTA, COOPERSTOWN

### BASIC CHANNELS

- 2.....WKTV
- 3.....WBNG
- 4.....ION Television
- 5.....YNN
- 6.....QVC
- 7.....WUTR
- 8.....WSKG
- 9.....WFXV
- 10.....WICZ
- 11.....WKTU-DT2
- 12.....WCNY
- 13.....Time Warner Cable Sports
- 23.....Public Access
- 24.....HSN
- 25.....WGN America
- 26.....WRGB/CBS
- 27.....WISF
- 98.....TV Guide Network
- 117.....WUTR-DT2 (My WPNY) ▼

#### DIGITAL EQUIPMENT REQUIRED

- 1.....ONTWC
- 83.....NYS Legislative Channel

#### HD EQUIPMENT REQUIRED

ALL CHANNELS MAY NOT BE  
AVAILABLE TO CABLECARD™  
CUSTOMERS

- 700.....WKTV HD
- 701.....WBNG HD
- 702.....WICZ HD
- 703.....WUTR HD
- 704.....WSKG HD (PBS, Binghamton)
- 705.....WSKG2
- 706.....WSKG-DT3
- 712.....WFXV HD
- 857.....HSN HD
- 880.....YNN HD
- 894.....WGN America HD
- 900.....QVC HD

### STANDARD CHANNELS

- 14.....ESPN
- 15.....CNN
- 16.....ABC Family
- 17.....USA
- 18.....MTV
- 19.....SportsNet NY
- 20.....HGTV
- 21.....Spike
- 22.....TNT
- 28.....The Golf Channel
- 29.....Bravo
- 30.....CMT

- 31.....TCM
- 32.....Comedy Central
- 33.....National Geographic Channel
- 34.....Hallmark Channel
- 35.....VH1
- 36.....Nickelodeon
- 37.....Lifetime
- 38.....TBS
- 39.....CNBC
- 40.....The Weather Channel
- 41.....The Discovery Channel
- 42.....A&E
- 43.....FX
- 44.....E!
- 45.....HLN
- 46.....truTV
- 47.....C-SPAN
- 48.....Food Network
- 49.....NBC Sports Network
- 51.....Disney Channel
- 52.....EWTN
- 53.....YES Network
- 54.....BET
- 55.....FOX News Channel
- 56.....OWN
- 57.....History
- 58.....TLC
- 59.....Cartoon Network
- 60.....MSG
- 61.....WE TV
- 62.....SyFy
- 63.....ESPN2
- 64.....Lifetime Movie Network
- 65.....MSG Plus
- 66.....AMC
- 67.....Animal Planet
- 68.....Travel Channel
- 69.....MSNBC
- 70.....Discovery Fit & Health
- 71.....TV Land
- 86/186.....Shop NBC▼
- 90.....Oxygen▼
- 102.....SPEED▼
- 116.....C-SPAN2▼
- 196.....RT TV Russia Today▼
- 267.....Shop Zeal 1▼
- 294.....Shop Zeal 2▼
- 295.....Shop Zeal 3▼
- 296.....Shop Zeal 4▼
- 297.....Shop Zeal 5▼

### HD EQUIPMENT REQUIRED

ALL CHANNELS MAY NOT BE  
AVAILABLE TO CABLECARD™  
CUSTOMERS

- 796.....AMC HD
- 801.....MSG Plus HD
- 802.....MSG HD
- 803.....NBC Sports Network HD
- 805.....The Golf Channel HD
- 808.....SportsNet NY HD
- 809.....YES Network HD
- 810.....ESPN HD
- 811.....ESPN2 HD
- 813.....Time Warner Cable Sports HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery Channel HD
- 821.....TNT HD
- 822.....TBS HD
- 823.....FOX News Channel HD
- 824.....CNN HD
- 825.....TLC HD
- 826.....HGTV HD
- 827.....Food Network HD
- 828.....Bravo HD
- 829.....National Geographic 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.....Nickelodeon HD
- 844.....Cartoon Network HD
- 845.....USA HD
- 846.....SyFy HD
- 847.....FX HD
- 849.....SPEED HD
- 848.....E! HD
- 872.....MTV HD
- 873.....CMT HD
- 874.....VH1 HD
- 882.....Spike HD
- 883.....Comedy Central HD
- 884.....truTV HD
- 885.....HLN 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
- 905.....Lifetime HD

- 906.....Oxygen HD
- 1050.....Sabres HD (Live home Sabres  
games only) \*

### DIGITAL EXPLORER PAK \*

#### DIGITAL EQUIPMENT REQUIRED

ALL CHANNELS MAY NOT BE  
AVAILABLE TO CABLECARD™  
CUSTOMERS

- 93.....SOAPnet
- 100.....MLB Network
- 101.....Investigation Discovery
- 103.....Military Channel
- 104.....SCIENCE
- 105.....Planet Green
- 106.....ESPNNews
- 107.....CLOO
- 108.....Current
- 109.....Bloomberg TV
- 110.....C-SPAN3
- 111.....G4
- 112.....Trinity Broadcasting Network
- 113.....DIY
- 114.....Youtoo
- 115.....CNBC World
- 119.....Inspiration Network
- 120.....GMC
- 121.....ESPNU
- 126.....Outdoor Channel
- 127.....FOX Business Network
- 128.....Nat Geo Wild
- 129.....FOX Soccer
- 130.....BBC America
- 131.....H2
- 132.....BIO
- 133.....Daystar
- 134.....Lifetime Real Women
- 135.....Cooking Channel
- 136.....Style
- 145.....Disney Junior
- 146.....Boomerang
- 147.....Nicktoons
- 148.....TeenNick
- 149.....Nick Jr.
- 150.....Discovery Kids
- 151.....Ovation
- 152.....CENTRIC
- 156.....Disney XD
- 162.....MTV HITS
- 163.....VH1 Classic
- 164.....GAC
- 166.....IFC
- 167.....Reelz Channel
- 168.....fuse
- 170.....LOGO

- 173.....IndiePlex
- 174.....RetroPlex
- 181.....Sundance Channel
- 182.....Gem Shopping Network
- 183.....Jewelry TV
- 184.....Liquidation Channel
- 185.....America's Auction Network
- 187.....Shop Zeal 2
- 192.....MTV2
- 194.....Chiller
- 195.....TV Guide Network
- 197.....Jewish Life TV
- 550.....ESPNNews
- 558.....NBA TV
- 1011.....NY1
- 1024.....24-hour SkyTracker Doppler  
Radar from YNN
- 1026.....TWCS 2
- 1027.....TWCS 3 \*
- 1250.....Drivers Village TV
- 1500.....Leased Access

#### HD EQUIPMENT REQUIRED

- 797.....IFC HD
- 800.....NBA TV HD
- 806.....ESPNNews HD
- 807.....MLB Network HD
- 812.....ESPNU HD
- 816.....Palladia HD
- 820.....Velocity
- 830.....Planet Green HD
- 832.....SCIENCE HD
- 833.....Crime & Investigation  
Network HD
- 834.....FOX Business Network HD
- 838.....BIO HD
- 842.....Disney XD HD
- 858.....Reelz HD
- 859.....TV Guide Network HD
- 867.....Sundance HD
- 876.....Ovation HD
- 879.....Bloomberg HD
- 880.....YNN HD
- 881.....NY1 HD
- 887.....Outdoor Channel HD
- 888.....FOX Soccer HD
- 891.....BET 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 America HD
- 916.....H2 HD
- 917.....Nat Geo Wild HD
- 919.....The Hub HD

### TWC MOVIE PASS \*▲

#### DIGITAL EQUIPMENT REQUIRED

- 153.....Encore Family
- 165.....FOX Movie Channel
- 166.....IFC
- 171.....FEARnet
- 172.....TWC Movie Pass  
On Demand +
- 175.....Encore Love
- 176.....Encore Drama
- 177.....Encore Suspense
- 178.....Encore Action
- 179.....Encore Westerns
- 180.....Encore
- 181.....Sundance Channel

#### HD EQUIPMENT REQUIRED

ALL CHANNELS MAY NOT BE  
AVAILABLE TO CABLECARD™  
CUSTOMERS

- 783.....FEARnet HD
- 784.....Encore HD

### TWC 3D PASS \*▲

#### 3D TV REQUIRED

- 1505.....ESPN 3D

### TWC SPORTS PASS \*▲

#### DIGITAL EQUIPMENT REQUIRED

- 546.....ESPN Classic
- 550.....ESPNNews
- 551.....FOX Soccer
- 552.....FOX College Sports Pacific
- 553.....FOX College Sports Central
- 554.....FOX College Sports Atlantic
- 555.....FOX Deportes
- 556.....The Tennis Channel
- 557.....CBS Sports Network
- 558.....NBA TV
- 559.....FUEL
- 560.....NHL Network
- 562.....BTN
- 564.....Sportsman Channel
- 565.....GOL TV English
- 566.....FOX Soccer Plus
- 573.....TWC Sports Pass  
On Demand +
- 1551.....College Games 1 \*
- 1552.....College Games 2 \*



## Channel Line Up

### HD EQUIPMENT REQUIRED

- 798.....The Tennis Channel HD
- 800.....NBA TV HD
- 804.....NHL HD
- 814.....BTN HD
- 815.....CBS Sports Network HD
- 886.....FOX Soccer Plus HD
- 870.....Gol TV HD
- 1540.....ESPN Goal Line HD/ESPN Buzzer Beater HD
- 1541.....MLB Network Strike Zone

### SPORTS PACKAGES \*▲

#### DIGITAL EQUIPMENT REQUIRED

- 1092-1110 NBA League Pass ♦
- 1112-1134 NHL Center Ice/MLB Extra Innings ♦
- 1141-1146 ESPN Full Court/ESPN Game Plan

### MUSIC CHOICE

#### DIGITAL EQUIPMENT REQUIRED

- 401-446 Digital Music by Genre

### LATINO ESPECIAL \*▲

#### DIGITAL EQUIPMENT REQUIRED

- 285.....Canal Sur
- 286.....CineLatino Español
- 287.....Discovery en Español
- 288.....History en Español
- 289.....Mun2

- 291.....Video Rola
- 292.....ESPN Deportes
- 799.....ESPN Deportes HD

### INTERNATIONAL PREMIUMS \*

#### DIGITAL EQUIPMENT REQUIRED

- 653.....TV5MONDE
- 659.....Rai Italia
- 672.....SBTN
- 675.....ART
- 685.....TV JAPAN
- 686.....Bollywood Hits On Demand
- 687.....Deutsche Welle
- 688.....Polskie Radio 1 (audio only)
- 689.....Polskie Radio 3 (audio only)
- 690.....TV Polonia

### MANDARIN PASSPORT \*

#### DIGITAL EQUIPMENT REQUIRED

- 665.....CCTV-4
- 666.....CTI Zhong Tian Channel
- 667.....Phoenix Info News
- 668.....Phoenix NA

### HINDI PASSPORT \*

#### DIGITAL EQUIPMENT REQUIRED

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



- ▼ Digital Format Two-way digital equipment required
- \* Digital Converter and monthly subscription required
- ♦ Includes HD programming
- ▲ Programming for selected games
- ▲ Not available to CableCARD™ subscribers
- ♦ Fees applied if utilized

### EFFECTIVE 5/8/2012

Digital Premium PPV On Demand HD Tier and Subscription Services available for an additional charge and require two-way equipment. Digital Converter and Two-way digital equipment required. Digital cable service available for selected HD channels. Multi-Channel service not available for corresponding HD channels. Service available only to select households using the corresponding additional Premium Channel. Time Warner Cable. Movie Pass requires two-way equipment. Encore channels. Programming subject to change. Service not available to CableCARD™ subscribers.

### FILIPINO PASS PLUS \*

#### DIGITAL EQUIPMENT REQUIRED

- 679.....GMA Pinoy
- 680.....GMA Life
- 681.....GMA DWLS Radio (audio only)
- 682.....GMA DZBB Radio (audio only)
- 683.....TFC
- 684.....Filipino Pass Plus

### RUSSIAN PASSPORT \*

#### DIGITAL EQUIPMENT REQUIRED

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

### TWC HD PASS \*▲

#### HD EQUIPMENT REQUIRED

- 789.....Smithsonian Channel HD
- 790.....Smithsonian Channel HD On Demand
- 791.....MGM HD
- 793.....MavTV
- 794.....RFD HD
- 795.....Universal HD

### PREMIUM CHANNELS \*▲

#### DIGITAL/HD EQUIPMENT REQUIRED

- 154.....HBO Family East
- 155.....Starz Kids and Family - East
- 158.....HBO Family West
- 200.....HBO East
- 201.....HBO 2 East
- 202.....HBO Signature East
- 203.....HBO Zone East
- 204.....HBO Comedy East
- 205.....HBO Latino East
- 206.....HBO West
- 207.....HBO 2 West
- 208.....HBO Signature West
- 209.....HBO Zone West
- 210.....HBO Comedy West
- 211.....HBO Latino West
- 215.....HBO East HD
- 225.....Cinemax East
- 226.....MoreMAX East
- 227.....ActionMAX East
- 228.....ThrillerMAX
- 229.....WMAX
- 230.....@MAX
- 231.....5StarMAX
- 232.....OuterMAX
- 233.....Cinemax West
- 234.....MoreMAX West
- 235.....ActionMAX West
- 236.....ThrillerMAX W
- 250.....Showtime East
- 251.....Showtime Too East
- 252.....Showtime Showcase E
- 253.....Showtime Extreme - East
- 254.....Showtime Beyond East
- 255.....The Movie Channel East
- 256.....TMC Xtra East
- 257.....Flix East
- 258.....Showtime Next East
- 259.....Showtime Family East
- 260.....Showtime Women East
- 261.....Showtime High Definition
- 274.....Starz On Demand
- 275.....Starz - East
- 276.....Starz Edge - East
- 277.....Starz Cinema - East
- 278.....Starz inBlack - East
- 279.....Starz Comedy
- 382.....Here! TV
- 751.....HBO East HD
- 752.....HBO2 HD
- 753.....HBO Signature HD
- 754.....HBO Family HD
- 755.....HBO Comedy HD
- 756.....HBO Zone HD
- 757.....HBO Latino HD
- 763.....Cinemax HD East
- 764.....MoreMax HD
- 765.....ThrillerMAX HD
- 766.....ActionMAX East HD
- 767.....@ Max HD East
- 768.....WMAX HD East
- 769.....5StarMAX HD East
- 770.....OuterMAX HD East
- 773.....Showtime High Definition
- 774.....Showtime Too East HD
- 775.....Showtime Showcase HD
- 776.....Showtime Extreme HD
- 777.....Showtime Beyond HD
- 778.....Showtime Next HD
- 779.....Showtime Women HD
- 781.....The Movie Channel HD
- 782.....TMC Xtra HD
- 785.....Starz HD East
- 786.....Starz Comedy HD
- 787.....Starz Kids and Family HD
- 788.....Starz Edge HD
- 920.....HBO On Demand ♦
- 921.....Cinemax On Demand ♦
- 922.....Showtime On Demand ♦
- 923.....TMC On Demand
- 1700.....Signature On Demand

### ON DEMAND/PPV \*▲

#### DIGITAL/HD EQUIPMENT REQUIRED

- 157.....Disney Channel On Demand
- 159.....Disney Family Movies On Demand
- 300.....Pay Per View Previews
- 399.....Movies On Demand ♦
- 503.....On Demand en Español
- 504.....Kids & Teens Movies On Demand
- 505.....Movies On Demand: Hits
- 910-914.....Movies on Demand HD-Title in Guide
- 1300.....Events in Demand HD
- 1301.....Events in DEMAND
- 1302.....Events in DEMAND 2
- 577.....TWC Sports On Demand
- 699.....Primetime On Demand ♦
- 860.....Primetime On Demand ♦
- 947.....Kids On Demand
- 951.....Lifestyle On Demand
- 954.....Primetime On Demand ♦
- 972.....Nature & Knowledge On Demand
- 977.....Entertainment On Demand
- 978.....Music On Demand
- 992.....Music Choice On Demand
- 999.....TWCable How To On Demand
- 1000.....NY On Demand
- 1010.....YNN On Demand
- 1015.....Sports and Fitness On Demand
- 1016.....TWC Sports 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

### ADULT \*▲

#### DIGITAL/HD EQUIPMENT REQUIRED

- 984.....Cutting Edge On Demand
- 1600.....Adult On Demand ♦
- 1610.....Playboy On Demand
- 1612.....Playboy Espanol
- 1613.....Penthouse On Demand
- 1614.....Penthouse
- 1615.....Ten On Demand
- 1616.....Ten
- 1617.....Real On Demand
- 1618.....Real
- 1619.....Hustler TV On Demand
- 1620.....Hustler TV
- 1621.....Hustler TV HD
- 1622.....Spice Xcess
- 1623.....Penthouse PPV
- 1624.....Ten PPV
- 1625.....Real PPV
- 1630.....Too Much For TV On Demand
- 1631.....Outrageous On Demand
- 1623.....Howard Stern On Demand
- 1635.....Here! On Demand
- 1636.....Here!
- 1637.....Manhandle TV On Demand
- 1638.....Manhandle TV

### FREE ON DEMAND \*▲

#### DIGITAL/HD EQUIPMENT REQUIRED

- 160.....Entertainment On Demand
- 161.....Music On Demand
- 450.....Music Choice On Demand
- 501.....Free Movies On Demand

### 3D SPECIAL EVENTS \*▲

#### 3DTV & HD EQUIPMENT REQUIRED

- 1332.....3D Info
- 1333.....3DTV1
- 1334.....3DTV2

### FAMILY CHOICE \*

#### DIGITAL EQUIPMENT REQUIRED

- 1900.....Boomerang
- 1901.....C-SPAN2
- 1902.....C-SPAN3
- 1903.....HLN
- 1904.....The Hub
- 1905.....SCIENCE
- 1906.....Disney Channel
- 1907.....DIY
- 1908.....Discovery Fit & Health
- 1909.....HGTV
- 1910.....Nick Jr.
- 1911.....The Weather Channel
- 1912.....Disney XD
- 1913.....Food Network

Oneonta (includes Jefferson/Summit)	\$14.35	\$58.60	\$72.95
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**FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES**

**Between**

**Town of Worcester, New York**

**AND**

**Time Warner Entertainment-Advance/Newhouse Partnership  
d/b/a Time Warner Cable**

**Dated: 04/04/2012  
02/15/2012**

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (this "Agreement") is made and entered as of May 14, 2012 between the Town of Worcester (the "Grantor") and **Time Warner Entertainment-Advance/Newhouse Partnership** d/b/a Time Warner Cable, a general partnership organized and existing in good standing under the laws of State of New York ("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 27, 2002 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 Worcester/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 Worcester. Such area shall include all areas annexed by the Town of Worcester. 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 Entertainment-Advance/Newhouse Partnership** 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 200 feet from existing cable lines.

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

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
  - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 Provision of Cable Service.
- A. Grantee shall construct plant and make its 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 Worcester  
                                  PO Box 607, 75 Main Street  
                                  Worcester, NY 13360  
                                  Attention: Supervisor Larry Anteman  
                                  Telephone: 607-397-8978

If to Grantee:            Time Warner Cable  
                                  120 Plaza Drive, Suite B  
                                  Vestal, NY 13850  
                                  Attention: David J. Whalen, 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 Grantee 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 Worcester 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 pursuant to 890.60 - 890.93.
- 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.

#### **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 May 14, 2012

GRANTOR OF Town of Worcester  
(2)

By: Larry W. Astorino

Title: Worcester Town Supervisor

Time Warner Entertainment-  
Advance/Newhouse Partnership

By: Carol G. Hevey  
Carol Hevey

Title: EVP, East Region

**STATE OF NEW YORK**  
**Town of Worcester**  
**County of Otsego**

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In the Matter of the Granting of a Cable Television Franchise Held by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP** in the Town of Worcester, Otsego County, New York

**RESOLUTION**

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An application has been duly made to the Board of the Town of Worcester, County of Otsego, New York, by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP** ("Time Warner Cable"), a general partnership organized under the laws of the State of New York doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850 for the approval of an initial agreement for Time Warner's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. The Initial Franchise Agreement conforms 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 Worcester, New York on May 14, 2012 at 6:45 P.M. and notice of the hearing was published in the Daily Star on April 19, 2012.

**NOW, THEREFORE**, the Board of the Town of Worcester finds that:

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner 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 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 Worcester hereby grants the cable television franchise of Time Warner in the Town of Worcester 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 Worcester hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 5 Ayes vote was thereby declared adopted.

Dated: May 14, 2012

  
Town of Worcester Clerk

STATE OF NEW YORK  
COUNTY OF OTSEGO, SS

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement  
between Time Warner Cable and the Town of Worcester:

PLEASE TAKE NOTICE that the Town of Worcester will  
hold a public hearing on May 14, 2012 at 6:45pm at the  
Town Barn, 29 Katie Lane, Worcester, NY regarding  
granting a cable television franchise agreement by and  
between the Town of Worcester and Time Warner Cable.

A copy of the agreement is available for public  
inspection during normal business hours at the Town  
Clerk's office, 20 Main Street, Worcester, NY. At such  
public hearing, all persons will be given an opportunity  
to be heard. Written and oral statements will be taken at  
that time. Time limitations may be imposed for each oral  
statement, if necessary.

Dated: April 16, 2012

By Order of the Board  
Town of Worcester.

Karen Chichester of Stamford NY,  
in Schoharie County, being duly  
sworn, deposes and says that she is  
the Comptroller for the newspaper  
called The Daily Star, printed and  
published in Oneonta NY aforesaid,  
and that the advertisement of which  
the annexed is a printed copy has  
been published in the said newspaper  
on the

19th  
Day(s) of April  
2012

Sworn to before me the 20th  
Day of April 2012

Debra A. Balantic  
NOTARY PUBLIC

DEBRA A. BALANTIC  
Notary Public, State of New York  
No. 91EA4852171  
Qualified in Otsego County  
Commission Expires February 18, 2014

STATE OF NEW YORK  
COUNTY OF OTSEGO, SS

**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 Worcester, Otsego County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Worcester'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. Brillling, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223

Diane Belsky of West Laurens NY,  
in said County, being duly sworn,  
deposes and says that she is an  
Accounting Clerk for the newspaper  
called The Daily Star, printed and  
published in Oneonta NY aforesaid,  
and that the advertisement of which  
the annexed is a printed copy has  
been published in the said newspaper  
on the

\_\_\_\_\_ 21<sup>ST</sup> \_\_\_\_\_  
Day(s) of May  
2012

\_\_\_\_\_  
Diane Belsky

Sworn to before me the 20<sup>th</sup>  
Day of May 2012

\_\_\_\_\_  
NOTARY PUBLIC

KAREN CHICHESTER  
Notary Public State of New York  
Qualified in Schoharie County  
Commission Expires May 27 2014



# 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>Susan Eckhardt</u>
Your Company/Organization:	<u>Time Warner Cable</u>
Mailing Address:	<u>120 Plaza Drive, Suite B, Vestal, NY</u> <u>13850</u>
Company/Organization you represent, if different from above:	_____
E-Mail Address:	<u>susan.eckhardt@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>Susan Eckhardt</u>	Date: <u>06-12-12</u>
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