

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

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

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>01/27/2012</u>
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120 Plaza Drive, Suite D, Vestal, NY 13850
P.O. Box 2086
Binghamton, NY 13902
Tel (607) 644-0025 ext 57312
Fax (607) 584-9524
david.whalen@twcable.com

David Whalen
Vice President
Public and Governmental Affairs



January 27, 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 Theresa

Dear Secretary Brilling:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated December 19, 2011
3. Fully executed copy of Franchise Renewal Agreement dated December 19, 2011
4. Copy of latest annual test data compiled for this part of the Division's CATV system (via separate email)
5. Published legal notices

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

Respectfully,

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

DJW/e
Enclosures

cc: Honorable Kim Delles, Town lerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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 Theresa, Jefferson 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:

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

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

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2011:

Town of Adams	644
Town of Alexandria	206
Town of Antwerp	5
Town of Bangor	369
Town of Bombay	242
Town of Brownville	895
Village of Brushton	154
Village of Burke	70
Village of Canton	1393
Village of Cape Vincent	303
Village of Castorland	76
Town of Champlain	435
Town of Chateaugay	47
Village of Chaumont	170
Town of Clayton	787
Town of Colton	483
Village of Copenhagen	235
Village of Croghan	254

Village of Adams	502
Town of Altona	259
Village of Antwerp	181
Village of Black River	415
Town of Brasher	482
Village of Brownville	322
Town of Burke	124
Town of Canton	945
Town of Cape Vincent	547
Village of Carthage	1008
Town of Champion	452
Village of Champlain	314
Village of Chateaugay	266
Town of Chazy	779
Village of Clayton	714
Town of Constable	245
Town of Croghan	253
Village of Deferiet	94

Town of DeKalb	173
Village of Dexter	284
Town of Ellenburg	605
Village of Ellisburg	51
Town of Fort Covington	295
Town of Fowler	392
Town of Gouveneur	383
Town of Grieg	433
Town of Henderson	370
Village of Hermon	140
Village of Heuvelton	289
Town of Hounsfeld	396
Town of LeRay	1429
Town of Lorraine	105
Town of Lowville	105
Town of Lyme	326
Town of Malone	796
Village of Mannsville	106
Town of Massena	857
Town of Moira	541
Town of Morristown	356
Town of New Bremen	258
Village of Norwood	560
Town of Orleans	653
Town of Pamela	775
Town of Philadelphia	107
Town of Pierrepont	553
Town of Potsdam	1162
Village of Rensselaer Falls	144
Town of Rodman	62
Town of Russell	125
Village of Sackets Harbor	556
Town of Theresa	53
Town of Waddington	34
City of Watertown	7431
Town of Watson	312
Village of West Carthage	621
Town of Wilna	349

Town of Denmark	202
Town of Diana	97
Town of Ellisburg	225
Village of Evans Mills	201
Fort Drum	3442
Village of Glen Park	139
Village of Gouveneur	1111
Village of Harrisville	196
Town of Hermon	7
Village of Herrings	28
Town of Hopkinton	172
Town of Lawrence	237
Town of Lisbon	518
Town of Louisville	1035
Village of Lowville	1080
Town of Madrid	266
Village of Malone	2052
Town of Martinsburg	193
Village of Massena	4004
Town of Mooers	777
Village of Morristown	179
Town of Norfolk	549
City of Ogdensburg	3370
Town of Oswegatchie	596
Town of Parishville	529
Village of Philadelphia	343
Town of Pitcairn	51
Village of Potsdam	1782
Village of Richville	122
Village of Rouses Point	736
Town of Rutland	460
Town of Stockholm	327
Village of Theresa	229
Village of Waddington	396
Town of Watertown	1097
Town of Waverly	305
Town of Westville	322
Village of Wilna	107

6. The following signals are regularly carried by the Philadelphia 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 Philadelphia 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 Adams	0.00
Town of Alexandria	0.00
Town of Antwerp	0.00
Town of Bangor	0.00
Town of Bombay	0.10
Town of Brownville	0.00
Village of Brushton	0.00
Village of Burke	0.20
Village of Canton	0.00
Village of Cape Vincent	0.00
Village of Castorland	0.00
Town of Champlain	0.10
Town of Chateaugay	0.00
Village of Chaumont	0.00
Town of Clayton	0.00
Town of Colton	0.00
Village of Copenhagen	0.00
Village of Croghan	0.00
Town of DeKalb	0.00
Village of Dexter	0.00
Town of Ellenburg	0.10
Village of Ellisburg	0.00
Town of Fort Covington	0.00
Town of Fowler	0.00
Town of Gouverneur	0.00
Town of Grieg	0.00
Town of Henderson	0.00
Village of Hermon	0.00
Village of Heuvelton	0.10
Town of Hounsfield	0.16
Town of LeRay	0.00
Town of Lorraine	0.00
Town of Lowville	0.00
Town of Lyme	0.00
Town of Malone	0.20
Village of Mannsville	0.00
Town of Massena	0.00

Village of Adams	0.00
Town of Altona	0.00
Village of Antwerp	0.00
Village of Black River	0.00
Town of Brasher	0.00
Village of Brownville	0.00
Town of Burke	0.00
Town of Canton	0.60
Town of Cape Vincent	0.00
Village of Carthage	0.00
Town of Champion	0.00
Village of Champlain	0.00
Village of Chateaugay	0.00
Town of Chazy	0.30
Village of Clayton	0.00
Town of Constable	0.20
Town of Croghan	0.00
Village of Deferiet	0.00
Town of Denmark	0.00
Town of Diana	0.00
Town of Ellisburg	0.00
Village of Evans Mills	0.00
Fort Drum	0.00
Village of Glen Park	0.00
Village of Gouverneur	0.00
Village of Harrisville	0.00
Town of Hermon	0.00
Village of Herrings	0.00
Town of Hopkinton	0.00
Town of Lawrence	0.00
Town of Lisbon	2.30
Town of Louisville	0.00
Village of Lowville	0.00
Town of Madrid	0.00
Village of Malone	0.00
Town of Martinsburg	0.00
Village of Massena	0.00

Town of Moira	0.00
Town of Morristown	15.50
Town of New Bremen	0.00
Village of Norwood	0.70
Town of Orleans	0.00
Town of Pamelaia	0.00
Town of Philadelphia	0.00
Town of Pierrepont	0.00
Town of Potsdam	0.00
Village of Rensselaer Falls	0.70
Town of Rodman	0.00
Town of Russell	0.00
Village of Sackets Harbor	0.00
Town of Theresa	0.00
Town of Waddington	0.00
City of Watertown	0.00
Town of Watson	0.00
Village of West Carthage	0.00
Town of Wilna	0.00

Town of Mooers	0.10
Village of Morristown	0.10
Town of Norfolk	0.00
City of Ogdensburg	0.30
Town of Oswegatchie	0.50
Town of Parishville	0.20
Village of Philadelphia	0.00
Town of Pitcairn	0.00
Village of Potsdam	0.00
Village of Richville	0.00
Village of Rouses Point	0.00
Town of Rutland	0.00
Town of Stockholm	0.00
Village of Theresa	0.00
Village of Waddington	0.00
Town of Watertown	0.00
Town of Waverly	0.00
Town of Westville	0.10
Village of Wilna	0.00

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.

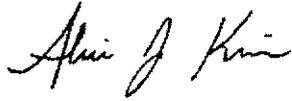
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.

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.

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.

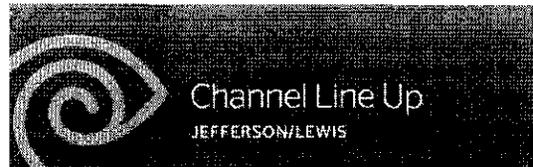
WHEREFORE, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Town of Theresa Certificate of Confirmation and Franchise Renewal Agreement.

Dated: January 27, 2012

A handwritten signature in cursive script, appearing to read "Alice J. Kim".

By:

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



BASIC CHANNELS

- 2.....WNYF-TV (FOX, Watertown)
- 3.....WSTM-TV (NBC, Syracuse)
- 4.....WWNY-TV (CBS, Watertown)
- 5.....WWTI-TV (ABC, Watertown)
- 7.....Time Warner Cable Sports
- 8.....WPBS-TV (PBS, Watertown)
- 9.....TBS
- 10.....YNN - Your News Now
- 11.....CKWS-TV (CBC, Kingston, Ont.)
- 12.....WGN America
- 13.....CJOH-TV (CTV, Ottawa, Ont.)
- 13.....Commanders Channel -
- 14.....North Country CW
- 95.....TV Guide Network
- 96.....Cable System Information
- 99.....Public Access

-- Available only on Fort Drum

DIGITAL EQUIPMENT REQUIRED

- 1.....ONTWC
- 83.....NYS Legislative Channel
- 133/864...WSTM-DT3 (CNY Central)
- 850.....WPBS-DT1
- 851.....WPBS-DT2

HD EQUIPMENT REQUIRED

ALL CHANNELS MAY NOT BE AVAILABLE TO CABLECARD™ CUSTOMERS

- 813.....Time Warner Cable Sports HD
- 822.....TBS HD
- 853.....WPBS HD
- 855.....WWNY-7 HD
- 863.....WSTM-TV (NBC) HD
- 868.....WNYF HD (FOX, Watertown)
- 880.....YNN - Your News Now HD
- 889.....WWTI-50 HD
- 894.....WGN America HD

STANDARD CHANNELS

- 15.....USA
- 16.....Disney Channel
- 17.....CNN
- 18.....HLN
- 19.....QVC
- 20.....ABC Family
- 21.....ESPN
- 22.....TNT
- 23.....EWTN
- 24.....Animal Planet
- 25.....Cartoon Network
- 26.....Discovery Fit & Health

- 27.....The Discovery Channel
- 28.....Spike
- 29.....VH-1
- 30.....CMT
- 31.....TV Land
- 32.....Nickelodeon
- 33.....Lifetime
- 34.....truTV
- 35.....The Weather Channel
- 36.....BET
- 37.....Bravo
- 38.....A&E
- 39.....MTV
- 40.....MSG
- 41.....AMC
- 42.....HSN
- 43.....CNBC
- 44.....Univision
- 45.....OWN
- 46.....NBC Sports Network
- 47.....SportsNet NY
- 48.....Hallmark Channel
- 49.....FX Network
- 50.....TLC
- 51.....ESPN2
- 52.....HGTV
- 53.....Food Network
- 54.....MSG Plus
- 55.....History
- 56.....Lifetime Movie Network
- 57.....FOX News Channel
- 58.....YES Network
- 59.....MSNBC
- 60.....E!
- 61.....Travel Channel
- 62.....C-SPAN
- 63.....SyFy
- 64.....ION Television
- 65.....SOAPnet
- 66.....Comedy Central
- 67.....Golf Channel
- 68.....TCM
- 70.....WE
- 71.....Oxygen
- 75.....FOX News Channel
- 90.....Oxygen▼
- 92.....C-SPAN2▼
- 103.....Speed▼
- 196.....RT TV Russia Today▼
- 267.....Shop Zeal 1▼
- 293.....Shop Zeal 2▼
- 294.....Shop Zeal 3▼
- 295.....Shop Zeal 4▼
- 296.....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.....Golf HD
- 808.....SportsNet NY HD
- 809.....YES HD
- 810.....ESPN HD
- 811.....ESPN2 HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery HD
- 821.....TNT HD
- 823.....FOX News Channel HD
- 824.....CNN HD
- 825.....TLC HD
- 826.....HGTV HD
- 827.....Food HD
- 828.....Bravo HD
- 831.....Animal Planet HD
- 835.....CNBC HD+
- 836.....MSNBC HD
- 837.....Travel Channel HD
- 839.....Lifetime Movie Network HD
- 840.....Disney HD
- 841.....ABC Family HD
- 843.....Nick HD
- 844.....Cartoon Network HD
- 845.....USA HD
- 846.....SyFy HD
- 847.....FX HD
- 848.....E! HD
- 849.....Speed HD
- 857.....HSN HD
- 872.....MTV HD
- 873.....CMT HD
- 874.....VH-1 HD
- 882.....Spike HD
- 883.....Comedy Central HD
- 884.....truTV HD
- 885.....HLN HD
- 891.....BET HD
- 893.....EWTN HD
- 899.....The Weather Channel HD
- 900.....QVC 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 (Home games only) ★

DIGITAL EXPLORER PAK #

DIGITAL EQUIPMENT REQUIRED.

ALL CHANNELS MAY NOT BE AVAILABLE TO CABLECARD™ CUSTOMERS

- 86/181.....Shop NBC ▼
- 100.....MLB Network
- 104.....FOX Business Network
- 105.....Nat Geo Wild Channel
- 106.....FOX Soccer
- 107.....ESPNEWS
- 108.....ESPN U
- 111.....NY1
- 112.....Lifetime Real Women
- 115.....The Sundance Channel
- 116.....Style
- 117.....Inspiration Network
- 118.....GMC
- 119.....Youtoo
- 120.....The Hub
- 121.....SCIENCE
- 122.....The Military Channel
- 124.....Investigation Discovery
- 125.....Planet Green
- 126.....National Geographic Channel
- 127.....H2
- 129.....BBC America
- 130.....The Biography Channel
- 132.....C-SPAN3
- 134.....Current
- 135.....Bloomberg Television
- 136.....CNBC World
- 137.....G4
- 138.....DIY
- 141.....GAC
- 142.....MTV2
- 143.....Fuse
- 144.....VH1 Classic
- 145.....Centric
- 150.....Ovation
- 151.....LOGO
- 152.....CLOO
- 159.....The Cooking Channel
- 162.....GSN
- 163.....Reelz Channel
- 171.....Disney West
- 172.....Disney XD
- 173.....Nick Jr.
- 174.....Nick 2
- 175.....Teen Nick
- 176.....Boomerang

- 177.....Nicktoons
- 180.....Jewelry TV
- 182.....Gem Shopping Network
- 183.....Shop Zeal 3
- 185.....America's Auction Network
- 187.....Shop Zeal 2
- 189.....Daystar
- 190.....TBN
- 194.....Chiller
- 195.....TV Guide Network
- 197.....Jewish Life TV
- 209.....IFC
- 241.....NBA TV
- 1024.....24-hour SkyTracker Doppler radar from YNN
- 1026.....TWCS 2
- 1027.....TWCS 3 ★
- 1250.....Driver's Village TV
- 1500.....Leased Access

HD EQUIPMENT REQUIRED

- 797.....IFC HD
- 800.....NBA TV HD
- 806.....ESPN News HD
- 807.....MLB Network HD
- 812.....ESPN U HD
- 816.....Palladia HD
- 820.....Velocity
- 829.....National Geographic HD
- 830.....Planet Green HD
- 832.....SCIENCE HD
- 833.....Crime & Investigation HD
- 834.....FOX Business Network HD
- 838.....BIO HD
- 842.....Disney XD HD
- 858.....Reelz HD
- 859.....TV Guide Network HD
- 867.....Sundance HD
- 876.....Ovation HD
- 879.....Bloomberg HD
- 881.....NY1 HD
- 896.....Style HD
- 897.....FUSE HD
- 888.....FOX Soccer HD
- 892.....GMC 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

- 198.....TWC Movie Pass On Demand ◆
- 200.....Encore
- 201.....Encore West
- 202.....Encore Action
- 203.....Encore Love
- 204.....Encore Suspense
- 205.....Encore Westerns
- 206.....Encore Drama
- 207.....Encore Family
- 208.....FOX Movie Channel
- 210.....FEARnet

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

- 230.....ESPN Classic
- 234.....FOX Soccer Plus
- 235.....FCS Atlantic
- 236.....FCS Central
- 237.....FCS Pacific
- 238.....FOX Deportes
- 239.....The Tennis Channel
- 240.....Fuel
- 242.....CBS College Sports
- 243.....Outdoor Channel
- 244.....NHL Network
- 245.....BTN
- 247.....The Sportsman Channel
- 250.....TWC Sports Pass On Demand ◆
- 1551.....College Games 1 ★
- 1552.....College Games 2 ★

HD EQUIPMENT REQUIRED

- 798.....Tennis Channel HD
- 804.....NHL HD
- 814.....BTN HD
- 815.....CBS Sports Network HD
- 870.....Gol TV HD
- 886.....FOX Soccer Plus HD
- 887.....Outdoor Channel HD
- 1540.....ESPN Goal Line/ESPN Buzzer Beater HD

Channel Line Up

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

- 701-746 Digital Music by Genre

LATINO ESPECIAL *▲

DIGITAL EQUIPMENT REQUIRED

- 600 Cine Latino
- 602 Sopresa
- 603 History Espanol
- 604 CNN Espanol
- 606 FOX Deportes
- 608 Discovery Espanol
- 612 Tr3s
- 614 mun 2
- 618 Video Rola
- 620 La Familia Cosmovision
- 622 Galavisión
- 624 Telefutura
- 628 ESPN Deportes

INTERNATIONAL PREMIUMS *

DIGITAL EQUIPMENT REQUIRED

- 653 TV5MONDE
- 656 RTN
- 659 Rai Italia
- 663 ZEE TV
- 665 CCTV-4
- 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



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

- ▼ 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 1/2/2012

Digital Premiums: PPV On Demand (HD) Lev. and Subscription Services available for an additional charge and require special equipment. Digital Converter and Remote required to receive digital cable and digital music. Digital Cable service may be required to receive some HD channels. Multi-Channels premium service and corresponding HD channels (where available) available only when subscribing to the corresponding traditional premium channel. Time Warner Cable MoviePass™ required to receive Encore channels. Programming subject to change. Some services are not available to CableCARD™ customers.

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

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 MAV TV HD
- 794 RFD HD
- 795 Universal HD

PREMIUM CHANNELS *▲

DIGITAL/HD EQUIPMENT REQUIRED

- 299 HBO On Demand ♦
- 300 HBO
- 301 HBO West
- 302 HBO 2
- 303 HBO 2 West
- 304 HBO Signature
- 305 HBO Signature West
- 306 HBO Family
- 307 HBO Family West
- 308 HBO Comedy
- 309 HBO Comedy West
- 310 HBO Zone
- 311 HBO Zone West
- 312 HBO Latino
- 313 HBO Latino West
- 314 HBO HD
- 315 HBO 2 HD
- 316 HBO Signature HD
- 317 HBO Family HD
- 318 HBO Comedy HD
- 319 HBO Zone HD
- 320 HBO Latino HD
- 319 Cinemax On Demand ♦
- 320 Cinemax
- 321 Cinemax West
- 322 MoreMAX

- 323 MoreMAX West
- 324 ThrillerMAX
- 325 ThrillerMAX West
- 326 ActionMAX
- 327 ActionMAX West
- 328 WMAX
- 329 WMAX West
- 330 5StarMAX
- 331 OuterMAX
- 763 Cinemax HD
- 764 MoreMAX HD
- 765 ThrillerMAX HD
- 766 ActionMAX HD
- 767 @MAX HD
- 768 WMAX HD
- 769 5StarMAX HD
- 770 OuterMAX HD
- 339 Showtime On Demand ♦
- 340 Showtime
- 341 Showtime Too
- 342 Showtime Showcase
- 343 Showtime Extreme
- 344 Showtime Beyond
- 345 Showtime Next
- 346 Showtime Women
- 347 Showtime Family
- 773 Showtime HD
- 774 SHO 2 HD
- 775 Showtime Showcase HD
- 776 Showtime Extreme HD
- 777 Showtime Beyond HD
- 778 Showtime Next HD
- 779 Showtime Women HD
- 349 TMC On Demand
- 350 The Movie Channel
- 351 TMC Xtra
- 781 TMC HD
- 782 TMC Xtra HD
- 784 Encore HD
- 359 Starz On Demand
- 360 Starz
- 361 Starz West
- 362 Starz Edge
- 363 Starz Edge West
- 364 Starz Kids & Family
- 365 Starz Kids & Family West
- 366 Starz Cinema
- 367 Starz Cinema West
- 368 Starz In Black
- 369 Starz In Black West
- 370 Starz Comedy
- 785 Starz HD
- 786 Starz Comedy HD
- 787 Starz Kids & Family HD
- 788 Starz Edge HD

ON DEMAND/PPV *▲◆

DIGITAL/HD EQUIPMENT REQUIRED

- 169 Disney Family Movie On Demand
- 170 Disney On Demand
- 399 Movies On Demand ♦
- 404-408 Movies On Demand HD - Title In Guide
- 503 On Demand en Espanol
- 504 Kids & Teens Movies On Demand
- 505 Movies On Demand: Hits
- 1300 Events In Demand HD
- 1301 Events In Demand 1
- 1302 Events In Demand 2

ADULT *▲◆

DIGITAL/HD EQUIPMENT REQUIRED

- 1600 Adult On Demand ♦
- 1610 Playboy On Demand
- 1612 Playboy Espanol
- 1613 Penthouse On Demand
- 1614 Penthouse
- 1615 Ten On Demand
- 1616 Tert
- 1617 Real On Demand
- 1618 Real
- 1620 Spice Xcess PPV
- 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

- 101 Free Movies On Demand
- 501 Free Movies On Demand
- 515 Lo Mejor On Demand
- 550 Lifestyle On Demand
- 551 Entertainment On Demand
- 552 Music On Demand
- 554 Primetime On Demand ♦
- 565 Kids On Demand
- 573 Nature & Knowledge On Demand
- 577 TWC Sports On Demand

- 579 Music Choice On Demand
- 860 Primetime On Demand ♦
- 999 TWCable How To On Demand
- 1000 NYN On Demand
- 1010 NYN 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

3D SPECIAL EVENTS *▲

3DTV & HD EQUIPMENT REQUIRED

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

FAMILY CHOICE *

DIGITAL EQUIPMENT REQUIRED

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

SYSTEM(S)	Franchises (DIV/FRN)	Group Code	BA Rate (12/1/11)	CPST (12/1/11)	TOTAL (12/1/11)
Jefferson/Lewis Counties	40:402-404,406,408-409,415-417,429-433,435-436,438,	140402	\$11.75	\$65.70	\$77.45
	440, 443, 450,454-457,465,470,478				

RECEIVED DEC 22 2011

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Town of Theresa, New York

AND

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

**Dated: 11/22/2011
10/14/2011**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of December 19, 2011, between the **Town of Theresa** (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 June 12, 2001 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 Theresa/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 Theresa. Such area shall include all areas annexed by the Town of Theresa. 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 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 3.1 **Grant of Franchise.** Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 **Authority for Use of Streets.**
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
 - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 **Provision of Cable Service.**
- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
 - B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 **Franchise Term.** The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC ("Effective Date") and shall expire fifteen (15) years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 **Extension of System.** Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Town of Theresa
 215 Riverside Avenue
 Theresa, NY 13691
 Attention: Supervisor Clinton Coolidge
 Telephone: 315-628-5046

If to Grantee: Time Warner Cable
 6005 Fair Lakes Road
 East Syracuse, NY 13057
 Attention: Alice J. Kim, Government Relations
 Telephone: 315-634-6170

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 Mayor of the Town of Theresa 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 NYPSB. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS

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

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

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

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

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

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

6.8 System Abandonment. Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

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

SECTION 7. REPORTING PROVISIONS

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

SECTION 8. CONSUMER PROTECTION PROVISIONS

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

8.2 Customer Service.

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

SECTION 9. FRANCHISE FEES

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

SECTION 10. INDEMNITY AND INSURANCE

10.1 Indemnity

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

10.2 Liability Insurance.

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

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

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

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

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS

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

- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 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 December 19, 2011.

GRANTOR OF Town of Theresa

By: Clinton A. Coughlin

Title: Town Supervisor

**Time Warner Entertainment-
Advance/Newhouse Partnership**

By: Jack Herbert
Jack Herbert

Title: Chief Financial Officer, East Region

**STATE OF NEW YORK
Town of Theresa
County of Jefferson**

In the Matter of the Granting of a Cable Television Franchise Held by **Time Warner Entertainment-Advance/Newhouse Partnership** in the Town of Theresa, Jefferson County, New York

RESOLUTION

An application has been duly made to the Board of the **Town of Theresa, County of Jefferson** New York, by **Time Warner Entertainment-Advance/Newhouse Partnership** ("**Time Warner Cable**"), a general partnership organized and existing in good standing under the laws of 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 Theresa**, New York on December 14, 2011 at 7:00 P.M. and notice of the hearing was published in the Watertown Daily Times on December 2, 2011.

NOW, THEREFORE, the Board of the **Town of Theresa** 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 Theresa** hereby grants the cable television franchise of Time Warner in the **Town of Theresa** 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 Theresa** hereby confirms acceptance of this Franchise Renewal Agreement.

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

Dated: December 19, 2011.

Kim A. Delleo
Town of Theresa Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK
COUNTY OF JEFFERSON

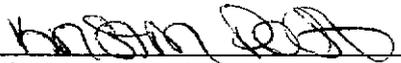
WATERTOWN DAILY TIMES

KIM A DELLES TOWN CLERK
TOWN OF THERESA
215 RIVERSIDE AVE
THERESA NY 13691

REFERENCE: 4120
20235701 NOTICE OF PUBLIC HEA

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

NOTICE OF PUBLIC HEARING
For an Initial Time Warner Cable Franchise Agreement For The Town of Theresa
PLEASE TAKE NOTICE that the Town of Theresa will hold a Public Hearing on December 14th, 2011 at 7:00 p.m. at the Town Office, 215 Riverside Avenue, Theresa, New York regarding granting cable television franchise agreement by and between the Town of Theresa and Time Warner Cable.
A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, 215 Riverside Avenue, Theresa, New York. 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 December 1, 2011
By Order of the Theresa Town Board



Kristin Post, LEGAL REPRESENTATIVE

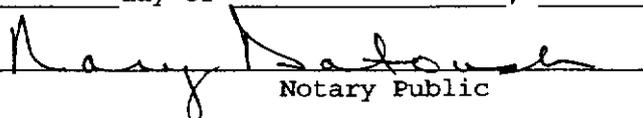
Rec'd
12/9/11

PUBLISHED ON: 12/02

AD SPACE: 33 LINE
FILED ON: 12/02/11

Sworn to before me this

6th day of December, 2011


Notary Public

NANCY DATOUSH
Notary Public in the State of New York
Qualified in Jefferson Co. No. 5006647
My Commission Expires Jan. 4, 2015

AFFIDAVIT OF PUBLICATION

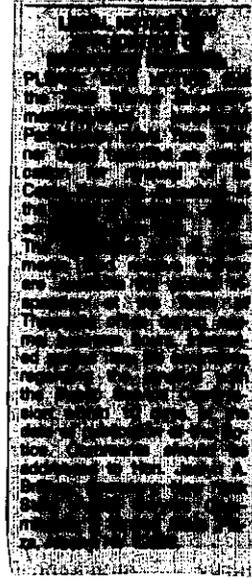
STATE OF NEW YORK
COUNTY OF JEFFERSON

WATERTOWN DAILY TIMES

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

REFERENCE: 5069832
20237778 LEGAL NOTICE FOR APP

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



Kristin Post

Kristin Post, LEGAL REPRESENTATIVE

PUBLISHED ON: 01/05

AD SPACE: 29 LINE
FILED ON: 01/05/12

Sworn to before me this

6th day of January, 2012

Nancy Datoush
Notary Public

NANCY DATOUSH
Notary Public in the State of New York
Qualified in Jefferson Co. No. 5006647
My Commission Expires Jan. 4, 2015