



Greene

April 3, 1998

Secretary John C. Crary  
NYS Department of Public Service  
Three Empire State Plaza  
Albany, NY 12223-1350

**RE: Town of Jewett**

Dear Secretary Crary:

Attached for your approval pursuant to Section 591 of the rules and regulations of the New York State Commission on Cable Television, is an original and four copies of an application for approval by the Commission of a franchise renewal agreement with the Town of Jewett.

1. The Town was informed of our intent to renew on June 1, 1993 (Exhibit 1).
2. The required R-2 Form is attached as Exhibit 2.
3. The Municipality exercised due diligence in reviewing and negotiating the renewal agreement. A public hearing was held on February 11, 1998. The public hearing notice is attached as Exhibit 3.
4. A signed and sealed executed renewal agreement and a copy of the minutes approving the signing of the agreement is attached as Exhibit 4.
5. A complete copy of this application has been served on the Town by first class mail. A certificate of service is attached as Exhibit 5.
6. The required legal notice has been ordered published. Proof of publication will be forwarded when received. (Exhibit 6).

Should you require further information, please contact me at the Ferndale office.

Sincerely,

A handwritten signature in cursive script that reads "Brenda M. Parks".  
Brenda M. Parks

Exhibit 1

CABLEVISION<sup>SM</sup>  
**CVI**  
INDUSTRIES

ONE CABLEVISION CENTER LIBERTY NY 12754 (914) 292 7550

June 1, 1993

The Honorable Ron Wagner  
Supervisor  
Town of Jewitt  
P.O. Box 987  
Hunter, NY 12442

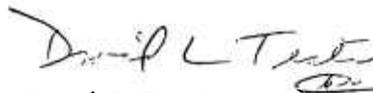
Dear Supervisor Wagner:

By means of this letter we respectfully request that you commence a proceeding for renewal of the cable television franchise held by Cablevision Industries, Inc. (CVI) pursuant to Section 626 (a)(1) of the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. (The "Act"). Section 626 (a)(1) outlines a proceeding which "...affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term."

Without limitation or qualification of the foregoing, we are agreeable to submitting to you a proposal for renewal of the franchise pursuant to Section 626 (h) of the Act. For your information, Subsection (h) contemplates an informal renewal process that also affords the public notice and opportunity for comment.

Representatives of CVI will contact your shortly to discuss the proceedings. Thank you for your attention to this matter. We look forward to continuing to serve the Citizens of Jewitt.

Sincerely yours,



David L. Testa  
Vice President

CC: Linda Hicks  
General Manager

**EXHIBIT 2**  
**FORM R-2**  
*Application for Renewal of Franchise*

1. The exact legal name of applicant is:

Cablevision Industries, Inc.  
d/b/a Time Warner Cable

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

Cablevision Industries, Inc.  
d/b/a Time Warner Cable

3. Applicant's mailing address is:

One Cablevision Center, Suite 2  
Ferndale, NY 12734

4. Applicant's telephone number is:

914-295-2650

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

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

6. The number of subscribers in each municipality noted in item 5 as of January 1998. See attachment A.

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

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

Yes - Cable Channel 12 is used. Approximately 80 hours of programming is aired annually. This programming consists of local tax issues, environmental issues/debates, political informationals, political debates and community events as well as "Community Interest" programming such as CTTANY - New York On Cable Feeds, Regents Review and other special events.

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

Primary connections:

Basic Service:	\$10.81
Programming Tier 1:	\$20.34
Installation:	\$35.66

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

Town of Jewitt - 0

In the municipalities specified in Question 5(b)?

Town of Saugerties	.6	Town of Olive	.63
Town of Shandaken	.86		

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

Upgrading the system.

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

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

YES

b. Current Annual Financial Report?

YES

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

NO

If so, describe below:

Brenda M. Pauls  
Government Relations Specialist

4/13/98  
Date

A

System	Municipality	Subscribers
Saugerties	Town of Catskill	543
Saugerties	Town of Hunter	752
Saugerties	Town of Jewett	161
Saugerties	Town of Marbletown	1436
Saugerties	Town of Middletown	283
Saugerties	Town of Olive	2052
Saugerties	Town of Rosendale	2023
Saugerties	Town of Roxbury	424
Saugerties	Town of Saugerties	4491
Saugerties	Town of Shandaken	690
Saugerties	Village of Fleischmanns	173
Saugerties	Village of Hunter	399
Saugerties	Village of Saugerties	1446
Saugerties	Village of Tannersville	349



13

### Channel Lineup

<b>2</b> CBS	WCBS New York, New York	CBS	<b>34</b> E!	E! Entertainment Television
<b>3</b> HBO	<b>HOME BOX OFFICE</b>		<b>34</b> MSGII	<b>MADISON SQUARE GARDEN II</b>
<b>4</b> NBC	WNBC New York, New York	NBC	<b>35</b> FAM	The Family Channel
<b>5</b> FOX	WNYW New York, New York	FOX	<b>36</b> DSC	The Discovery Channel
<b>6</b> CBS	WRGB Schenectady, New York	CBS	<b>37</b> PRE	Sneak Prevue
<b>7</b> ABC	WABC New York, New York	ABC	<b>38</b> CNBC	Consumer News & Business
<b>8</b> QVC	Quality, Value & Convenience		<b>39</b> COM	Comedy Central
<b>9</b> WOR	WWOR New York, New York	IND	<b>40</b> HNN	Headline News
<b>10</b> ABC	WTEN Albany, New York	ABC	<b>41</b> VH-1	Video Hits One
<b>11</b> PIX	WPIX New York, New York	IND	<b>42</b> TLC	The Learning Channel
<b>12</b> PA	Public Access		<b>43</b> SCI	Sci-Fi Channel
<b>13</b> NBC	WNYT Albany, New York	NBC	<b>44</b> TVFN	TV Food Network
<b>14</b> CNN	Cable News Network		<b>45</b> CSPAN	Congressional Coverage
<b>15</b> TNN	The Nashville Network		<b>46</b> EWTN	Eternal Word Television
<b>16</b> TNT	Turner Network Television		<b>47</b> ESPN2	ESPN 2
<b>17</b> 17	WMHT Schenectady, New York	PBS	<b>48</b> SPC	SportsChannel, New York
<b>18</b> 62	WRNN Kingston, New York	IND	<b>49</b> ANPL	Animal Planet
<b>19</b> 54	WTBY Poughkeepsie, New York	IND	<b>50</b> CTN	Cartoon Network
<b>20</b> EDUC	Educational Access		<b>51</b> CRT	Court TV
<b>21</b> TBS	WTBS Atlanta, Georgia	IND	<b>52</b> TVL	TV Land
<b>22</b> DIS	<b>THE DISNEY CHANNEL</b>		<b>53</b> MSG	<b>MADISON SQUARE GARDEN NETWORK</b>
<b>23</b> PRE	Prevue Guide		<b>60</b> PLBY	<b>PLAYBOY</b>
<b>24</b> HSN	Home Shopping Network		<b>61</b> RSV	Reserved
<b>25</b> TWC	The Weather Channel		<b>62</b> PPV	<b>Video Hotline 1</b>
<b>26</b> LIF	Lifetime Television			Pay Per View Movies & Events
<b>27</b> AMC	American Movie Classics		<b>63</b> PPV	<b>Video Hotline 2</b>
<b>28</b> A&E	Arts & Entertainment Network			Pay Per View Movies & Events
<b>29</b> THC	The History Channel		<b>64</b> PPV	<b>Hot Choice / Adult</b>
<b>30</b> NIK	Nickelodeon		<b>65</b> TMC	<b>THE MOVIE CHANNEL</b>
<b>31</b> USA	USA Network		<b>66</b> SHO	<b>SHOWTIME</b>
<b>32</b> MTV	Music Television		<b>67</b> HBO2	<b>HOME BOX OFFICE 2</b>
<b>33</b> ESPN	ESPN, The Total Sports Network		<b>68</b> MAX	<b>CINEMAX</b>
			<b>69</b> RSV	Reserved

**BOLD = OPTIONAL PREMIUM CHANNELS.**  
 Full TWC Service Consists of:  
 Basic Reception Service (channels 2, 4-13, 17-25, Except Disney).  
 Programming Tier 1 (channels 14-16, 26-52, Except MSGII).

# **SAUGERTIES SYSTEM**

## **F.C.C. PROOFS**

### **1997 SUMMER TESTS**

**OCTOBER 20,1997**

# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### CHANNELS and SIGNALS CARRIAGE LIST

FCC76.6019(b)

File: Channel.wk4

Eng./Tech.: J.B

Initials: J.B

System Name: SAUGERTIES

Headend: SAUGERTIES

Test Date: 10/15/97

Run Date: 10/27/97

Note: "Ae" denotes aeronautical- band channel

Complete for Class I (Broadcast) Channels

Channel	Channel Class (I-M)	Description of Primary Programming Network Affiliate, ESPN Local, Weather, Ed Access, etc.	Tiering Basic, Pay, etc.	Origination City (Local, Satellite, etc)	Off Air Chan	Call Sign	Network or Indep	Freq Offset +or- (kHz)	Reception Off Air, Microwave Satellite Studio Feed, etc.
2	I	WCBS	B-BASIC	N.Y./N.Y.	2	WCBS	CBS		MICROWAVE
3	IV	HBO	PAY	SATELITE					SATELITE
4	I	WNBC	B-BASIC	N.Y./N.Y.	4	WNBC	NBC		MICRO-WAVE
5	I	WNYW	B-BASIC	N.Y./N.Y.	5	WNYW	FOX		MICRO-WAVE
6	I	WRGB	B-BASIC	SCHNECTADY,N.Y	6	WRGB	CBS	10	OFF AIR
A-2/98 Ae	IV	PLAYBOY	PAY	SATELITE					SATELITE
A-1/99 Ae		RESERVED							
A/14 Ae	II	CNN	TIER	SATELITE					SATELITE
B/15 Ae	II	TNN	TIER	SATELITE					SATELITE
C/16 Ae	II	TNT	TIER	SATELITE					SATELITE
D/17	I	WMHT	B-BASIC	SCHENECTADY,N.Y	17	WMHT	PBS	10	OFF-AIR
E/18	I	WRNN	B-BASIC	KINGSTON,N.Y	62	WRNN	IND	10	OFF-AIR
F/19	I	WTBY	B-BASIC	POUGHKEEPSIE,N.Y	54	WTBY	IND		OFF-AIR
G/20	III	EDUCATIONAL	B-BASIC	LOCAL					LOCAL
H/21	II	WTBS	B-BASIC	SATELITE					SATELITE
I/22	IV	DISNEY	PAY	SATELITE					SATELITE
7	I	WABC	B-BASIC	N.Y./N.Y.	7	WABC	ABC		MICRO-WAVE
8	II	QVC	B-BASIC	SATELITE					SATELITE
9	I	WWOR	B-BASIC	SEACACUS,N.J	9	WWOR	IND	10	MICRO-WAVE
10	I	WTEN	B-BASIC	ALBANY,N.Y.	10	WTEN	ABC	-10	OFF-AIR
11	I	WPIX	B-BASIC	N.Y./N.Y.	11	WPIX	IND	10	MICRO-WAVE
12	II	PUBLIC ACCESS	B-BASIC	LOCAL			LOCAL		LOCAL
13	I	WNYT	B-BASIC	ALBANY,N.Y.	13	WNYT	NBC	10	OFF-AIR
J/23	II	PRE-VUE GUIDE	B-BASIC	SATELITE					SATELITE
K/24	II	HOME SHOPPING CH.	B-BASIC	SATELITE					SATELITE
L/25 Ae	II	WEATHER CHANNEL	B-BASIC	SATELITE					SATELITE
M/26 Ae	II	LIFETIME	B-TIER	SATELITE					SATELITE
N/27 Ae	II	AMC	B-TIER	SATELITE					SATELITE
O/28 Ae	II	ARTS & ENT.	B-TIER	SATELITE					SATELITE
P/29 Ae	II	HISTORY CH.	B-TIER	SATELITE					SATELITE
Q/30 Ae	II	NICKELODEON	B-TIER	SATELITE					SATELITE
R/31 Ae	II	USA	B-TIER	SATELITE					SATELITE
S/32 Ae	II	MTV	B-TIER	SATELITE					SATELITE
T/33 Ae	II	ESPN	B-TIER	SATELITE					SATELITE
U/34 Ae	II	E-ENT.	B-TIER	SATELITE					SATELITE
V/35 Ae	II	FAMILY CH.	B-TIER	SATELITE					SATELITE
W/36 Ae	II	DISCOVERY CH.	B-TIER	SATELITE					SATELITE
AA/37 Ae	II	SNEAK PRE-VUE	B-TIER	SATELITE					SATELITE



# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### FREQUENCY BOUNDARIES AND SEPARATIONS

FCC 76.605 (A) (1) - (3)

File: Freq.wk4

Eng/Tech: JB

Initials: JB

System: SAUGERTIES

H/E Location: SAUGERTIES

Hub Location: HUNTER

Test Date: 10/15/97

Run Date: 10/23/97

FCC Visual Std. +/- 5.0 kHz

FCC Aural Std. +/- 4.5 MHz +/- 5 kHz above center freq. of visual

Ch. #	VISUAL CARRIER FREQUENCY MEASUREMENTS				AURAL CARRIER FREQUENCY MEASUREMENTS					Flag
	Offset +/- (kHz)	Assigned Vis. Car. (MHz)	Measured Vis. Car. (MHz)	Deviation (kHz)	Measured Aural Car. (MHz)	Calc. V/A Sep. (MHz)	or Measured Aural Sep. (MHz)	Deviation (kHz)		
2		55.2500	55.2501	0.10			4.5			
3		61.2500	61.2508	0.80			4.5			
4		67.2500	67.2491	-0.90			4.5			
5		77.2500	77.2505	0.50			4.5			
6		83.2500	83.2503	0.30			4.5			
A-2/98	Ae	25.0	109.2750	109.2746	-0.40		4.5			
A-1/99	Ae	25.0	115.2750	115.2751	0.10		4.5			
A/14	Ae	12.5	121.2625	121.2629	0.40		4.5			
B/15	Ae	12.5	127.2625	127.2624	-0.10		4.5			
C/16	Ae	12.5	133.2625	133.2649	2.40		4.4999	-0.1		
D/17		10.0	139.2600	139.2601	0.10		4.5			
E/18		10.0	145.2600	145.2605	0.50		4.4999	-0.1		
F/19		71.0	151.3210	151.3205	-0.50		4.5			
G/20			157.2500	157.2512	1.20		4.5			
H/21			163.2500	163.2501	0.10		4.5			
I/22			169.2500	169.2503	0.30		4.4999	-0.1		
7			175.2500	175.2514	1.40		4.5			
8			181.2500	181.2479	-2.10		4.5			
9		10.0	187.2600	187.2608	0.80		4.5			
10		(10.0)	193.2400	193.2386	-1.40		4.5			
11		10.0	199.2600	199.2608	0.80		4.5			
12			205.2500	205.2508	0.80		4.5			
13		10.0	211.2600	211.2607	0.70		4.5			
J/23			217.2500	217.2497	-0.30		4.5			
K/24			223.2500	223.2479	-2.10		4.4999	-0.1		
L/25	Ae	12.5	229.2625	229.2641	1.60		4.4999	-0.1		
M/26	Ae	12.5	235.2625	235.2643	1.80		4.4999	-0.1		
N/27	Ae	12.5	241.2625	241.2634	0.90		4.5			
O/28	Ae	12.5	247.2625	247.2631	0.60		4.5			
P/29	Ae	12.5	253.2625	253.2633	0.80		4.5			
Q/30	Ae	12.5	259.2625	259.2635	1.00		4.5			
R/31	Ae	12.5	265.2625	265.2628	0.30		4.5			
S/32	Ae	12.5	271.2625	271.2632	0.70		4.5			
T/33	Ae	12.5	277.2625	277.2632	0.70		4.5			
U/34	Ae	12.5	283.2625	283.2623	-0.20		4.5			

# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### FREQUENCY BOUNDARIES AND SEPARATIONS

FCC 76.605 (A) (1) - (3)

File: Freq.wk4

Eng/Tech: JB

Initials: JB

System: SAUGERTIES  
 H/E Location: SAUGERTIES  
 Hub Location: HUNTER

Test Date: 10/15/97

Run Date: 10/23/97

FCC Visual Std. +/- 5.0 kHz

FCC Aural Std. +/- 4.5 MHz +/- 5 kHz above center freq. of visual

Ch. #	VISUAL CARRIER FREQUENCY MEASUREMENTS					AURAL CARRIER FREQUENCY MEASUREMENTS				
	Offset +/- (kHz)	Assigned Vis. Car. (MHz)	Measured Vis. Car. (MHz)	Deviation (kHz)		Measured Aural Car. (MHz)	Calc. V/A Sep. (MHz)	or Measured Aural Sep. (MHz)	Deviation (kHz)	Flag
V/35	Ae	12.5	289.2625	289.2621	-0.40			4.4999	-0.1	
W/36	Ae	12.5	295.2625	295.2642	1.70			4.5		
AA/37	Ae	12.5	301.2625	301.2618	-0.70			4.5		
BB/38	Ae	12.5	307.2625	307.2608	-1.70			4.5		
CC/39	Ae	12.5	313.2625	313.2608	-1.70			4.5		
DD/40	Ae	12.5	319.2625	319.2632	0.70			4.4999	-0.1	
EE/41	Ae	12.5	325.2625	325.2631	0.60			4.5		
FF/42	Ae	25.0	331.275	331.2759	0.90			4.5		
GG/43	Ae	12.5	337.2625	337.2639	1.40			4.5		
HH/44	Ae	12.5	343.2625	343.2638	1.30			4.5		
II/45	Ae	12.5	349.2625	349.2638	1.30			4.4998	-0.1	
JJ/46	Ae	12.5	355.2625	355.2625				4.4999	-0.1	
KK/47	Ae	12.5	361.2625	361.2633	0.80			4.5		
LL/48	Ae	12.5	367.2625	367.2631	0.60			4.5		
MM/49	Ae	12.5	373.2625	373.2641	1.60			4.5		
NN/50	Ae	12.5	379.2625	379.2639	1.40			4.5		
OO/51	Ae	12.5	385.2625	385.2641	1.60			4.5		
PP/52	Ae	12.5	391.2625	391.2642	1.70			4.5		
QQ/53	Ae	12.5	397.2625	397.2635	1.00			4.4999	-0.1	
RR/54			403.2500	403.2511	1.10			4.4999	-0.1	
SS/55			409.2500	409.2516	1.60			4.5		
TT/56			415.2500	415.2511	1.10			4.5		

# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### VISUAL AND AURAL SIGNAL LEVELS

FCC76.605 (e) (3&5)

File: Visaural.wk4

Eng/Tech.: JB

Initials: JB

System Name: SAUGERTIES  
 Headend: SAUGERTIES  
 Hub Site: HUNTER

Test Date: 10/16/97

Run Date: 10/23/97

Highest Oper. Freq. (Fo):

FCC Aural Requirements:  
 Diff. from Visual: 10 - 17 dB

FCC Aural Requirements:  
 Diff. from Visual: 10 - 17 dB

Channel	Vis.Car.	Aural	Difference	Flag	Channel	Vis.Car.	Aural	Difference	Flag	Notes:
	level	level	level			level	level	level		
	(dBmV)	(dBmV)	(dBmV)			(dBmV)	(dBmV)	(dBmV)		
	enter	enter				enter	enter			
2	32	18	14		BB/38	37	23	14		
3	32	18	14		CC/39	37	23	14		
4	32	18	14		DD/40	36	22	14		
guard					EE/41	37	23	14		
5	32	18	14		FF/42	36	22	14		
6	32	18	14		GG/43	37	22	15		
A-2/98	32	21	11		HH/44	36	20	16		
A-1/99					II/45	38	22	16		
A/14	32	19	13		JJ/46	38	24	14		
B/15	33	19	14		KK/47	36	21	15		
C/16	33	19	14		LL/48	37	23	14		
D/17	33	19	14		MM/49	37	23	14		
E/18	33	19	14		NN/50	37	23	14		
F/19	33	19	14		OO/51	37	22	15		
G/20	33	19	14		PP/52	37	23	14		
H/21	33	19	14		QQ/53	37	23	14		
I/22	33	19	14		RR/54	37	24	13		
7	34	20	14		SS/55	37	22	15		
8	34	20	14		TT/56	36	23	13		
9	34	20	14		UU/57					
10	34	20	14		VV/58					
11	34	20	14		WW/59					
12	34	20	14		XX/60					
13	34	20	14		YY/61					
J/23	35	20	15		ZZ/62					
K/24	35	21	14		AAA/63					
L/25	35	21	14		BBB/64					
M/26	35	22	13		CCC/65					
N/27	36	22	14		DDD/66					
O/28	36	22	14		EEE/67					
P/29	35	21	14		FFF/68					
Q/30	36	22	14		GGG/69					
R/31	36	22	14		HHH/70					
S/32	36	22	14		III/71					
T/33	37	23	14		JJJ/72					
U/34	36	21	15		KKK/73					
V/35	37	22	15		LLL/74					
W/36	37	22	15		MMM/75					
AA/37	37	22	15		NNN/76					
					OOO/77					
					PPP/78					



# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### COHERENT DISTORTIONS

FCC76.605 (a) (8)

File: Dist.wk4

Eng./Tech.: \_\_\_\_\_

Initials: \_\_\_\_\_

System Name: SAUGERTIES  
 Headend location: SAUGERTIES /HUNTER  
 Site Location: N. LAKE RD.  
 No. of Active Ch.: 450 MHX  
 Trunk Cascade: 25  
 Line Ext. Cascade: 2  
 2nd-ord. l-mod & discrete disturbances:

Test Date: 10/15/97  
 Run Time: 10/27/97  
 Time of Test: 00:00  
 Temperature (deg.F): 55

	Engineering Std	-55 dB	FCC Std	-51 dB
Composite triple beat (30 + chan. systems):	Engineering Std	-55 dB	FCC Std	-51 dB

Channel #: 3	enter	2nd-order l-mod.:	-70 dB
Freq. Relative to Visual Carrier: -1.25 (MHZ) for 2nd Order		Compare Eng. Std.:	15
Notes: _____	enter	Compare to FCC:	19
		Comp. Triple beat:	-70 dB
		Compare to Eng. Std.:	15
		Compare to FCC:	19

Channel #: 8	enter	2nd-order l-mod.:	-70 dB
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std.:	15
Notes: _____	enter	Compare to FCC:	19
		Comp. Triple beat:	-60 dB
		Compare to Eng. Std.:	5
		Compare to FCC:	9

Channel #: 20	enter	2nd-order l-mod.:	-62 dB
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std.:	7
Notes: _____	enter	Compare to FCC:	11
		Comp. Triple beat:	-62 dB
		Compare to Eng. Std.:	7
		Compare to FCC:	11

Channel #: 28	enter	2nd-order l-mod.:	-61 dB
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std.:	6
Notes: _____	enter	Compare to FCC:	10
		Comp. Triple beat:	-60 dB
		Compare to Eng. Std.:	5
		Compare to FCC:	9

Channel #: 34	enter	2nd-order l-mod.:	-62 dB
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std.:	7
Notes: _____	enter	Compare to FCC:	11
		Comp. Triple beat:	-60 dB
		Compare to Eng. Std.:	5
		Compare to FCC:	9

Channel #: 40	enter	2nd-order l-mod.:	-64 dB
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std.:	9
Notes: _____	enter	Compare to FCC:	13
		Comp. Triple beat:	-59 dB
		Compare to Eng. Std.:	4
		Compare to FCC:	8

# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### COHERENT DISTORTIONS

FCC 76.605 (a) (8)

File: Dist.wk4

Eng./Tech.: \_\_\_\_\_

Initials: \_\_\_\_\_

Channel #: <u>46</u>	enter	2nd-order I-mod.: <u>-62</u> dB	
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std. <u>7</u>	
Notes: _____	enter	Compare to FCC <u>11</u>	
_____		Comp. Triple beat: <u>-58</u> dB	
		Compare to Eng. Std.: <u>3</u>	
		Compare to FCC: <u>7</u>	

Channel #: <u>64</u>	enter	2nd-order I-mod.: <u>-68</u> dB	
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std. <u>13</u>	
Notes: _____	enter	Compare to FCC <u>17</u>	
_____		Comp. Triple beat: <u>-62</u> dB	
		Compare to Eng. Std.: <u>7</u>	
		Compare to FCC: <u>11</u>	

Channel #: _____	enter	2nd-order I-mod.: _____ dB	
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std. _____	
Notes: _____	enter	Compare to FCC _____	
_____		Comp. Triple beat: _____ dB	
		Compare to Eng. Std.: _____	
		Compare to FCC: _____	

Channel #: _____	enter	2nd-order I-mod.: _____ dB	
Freq. Relative to Visual Carrier: _____ (MHZ) for 2nd Order		Compare Eng. Std. _____	
Notes: _____	enter	Compare to FCC _____	
_____		Comp. Triple beat: _____ dB	
		Compare to Eng. Std.: _____	
		Compare to FCC: _____	

### PERCENTAGE OF HUM and/or LOW FREQUENCY MODULATION

FCC 76.605 (A) (10)

Measurement Frequency: <u>115.25</u> MHz		FCC Standards <u>3.0</u> %
	Hum Modulation <u>1</u> %	
	Compare to FCC <u>1</u>	enter

# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### 24-HOUR VARIATION IN VISUAL SIGNAL LEVEL

File: 24HR.wk4

Eng./Tech.: J.B.

Initials:

FCC76.605 (a) (4)

System Name: SAUGERTIES

Run Date: 10/13/97

FCC Requirement:

Headend: HUNTER HUB

0 - 300 MHz = 10 dB

Site Location: FORDS HILL RD.

Highest Operating Freq.: 450

301 - 400 MHz = 11 dB

Test Point No.: 2

Location's FCC Max. PV: 12

401 - 500 MHz = 12 dB

Pole No.: P.12 6 TK./2 LE

501 - 600 MHz = 13 dB

	Test #1			Test #2			Test #3			Test #4			24 Hour PV Per Channel dB Flag		
	DATE: 09/05/97			DATE: 09/05/97			DATE: 09/05/97			DATE: 09/06/97					
	TIME: 8:30 AM			TIME: 1PM			TIME: 5PM			TIME: 9AM					
	CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)				
PEAK	28	19		PEAK	28	19		PEAK	28	19		PEAK	28	19	
VALLEY	2	11		VALLEY	2	11		VALLEY	2	12		VALLEY	2	11	
Test 1 PV (dB):	8			Test 2 PV (dB):	8			Test 3 PV (dB):	7			Test 4 PV (dB):	8		
Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)
	Current	6 Month	Change		Current	6 Month	Change		Current	6 Month	Change		Current	6 Month	Change
2	11	12	1	11	12		1	12	11		1	11	11		1
3	11	12		12	12			12	11			12	10		1
4	11	12		11	12			12	11			11	11		1
guard															
5	12	13		11	12			12	10			13	10		2
6	12	13		12	12			12	10			13	10		1
A-2/98															
A-1/99															
A/14	16	15		15	15			15	16			14	15		2
B/15	15	16		15	16			15	15			15	16		
C/16	14	15		15	15			15	15			14	15		1
D/17	15	16		15	15			16	14			11	15		5
E/18	16	16		15	15			16	14			14	14		2
F/19	16	14		15	15			16	14			14	14		2
G/20	16	17		16	16			15	14			14	15		2
H/21	15	16		16	16			15	16			15	15		1
V/22	15	16		15	16			15	14			16	14		1
7	18	19		17	18			16	15			16	16		2
8	17	18		17	18			17	17			17	17		
9	16	19		16	18			16	16			18	16		2
10	16	16		16	16			16	18			18	18		2
11	18	19		17	18			16	16			16	17		2
12	17	19		17	19			17	18			17	16		
13	17	19		18	19			18	19			18	18		1
J/23	18	19		18	18			19	19			19	19		1
K/24	18	19		18	18			19	19			18	19		1
L/25	18	19		19	18			19	19			19	19		1
M/26	19	19		18	18			18	18			18	18		1
N/27	19	20		19	19			18	19			19	19		1
O/28	19	19		19	19			17	19			18	20		2
P/29	19	18		19	18			16	18			17	18		3
Q/30	19	19		19	19			15	19			16	19		4
R/31	18	18		18	18			17	18			15	18		3
S/32	19	19		19	18			19	18			17	17		2
T/33	19	19		18	18			18	18			18	17		1
U/34	18	19		18	18			18	18			18	17		
V/35	17	18		17	18			17	18			18	17		1
W/36	18	18		18	18			17	18			17	18		1
AA/37	17	16		17	16			16	19			16	18		1
BB/38	18	16		18	17			17	17			16	17		2
CC/39	16	15		16	17			16	17			18	17		2
DD/40	15	14		15	17			16	17			16	18		1
EE/41	15	15		15	16			16	16			16	17		1
FF/42	16	15		15	15			15	15			18	15		1
GG/43	16	15		15	15			15	15			15	14		1
HH/44	14	15		14	14			15	14			15	15		1
II/45	15	15		15	14			15	15			15	14		
JJ/46	13	14		13	14			14	14			15	14		2
KK/47	13	13		12	13			13	14			14	14		2
LL/48	13	13		12	12			15	13			13	12		3
MM/49	12	12		12	12			15	12			13	12		3



# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### 24-HOUR VARIATION IN VISUAL SIGNAL LEVEL

File: 24HR.wk4

Eng./Tech.: J.B.

Initials:

FCC76.605 (a) (4)

Run Date: 10/13/97

FCC Requirement:

System Name: SAUGERTIES

Headend: HUNTER HUB

Site Location: RT. 296

Highest Operating Freq.: 450

Test Point No.: 1

Location's FCC Max. PV: 12

Pole No.: 516 4 TK/1 LE

0 - 300 MHz = 10 dB

301 - 400 MHz = 11 dB

401 - 500 MHz = 12 dB

501 - 600 MHz = 13 dB

	Test #1			Test #2			Test #3			Test #4			24 Hour PV Per Channel dB Flag		
	DATE: 09/05/97			DATE: 09/05/97			DATE: 09/05/97			DATE: 09/06/97					
	TIME: 8AM			TIME: 1PM			TIME: 6PM			TIME: 9AM					
	CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)		CHANNEL (MHz)	LEVEL (dBmV)				
PEAK	39	18		PEAK	39	18		PEAK	39	16		PEAK	39	16	
VALLEY	15	6		VALLEY	15	6		VALLEY	15	5		VALLEY	15	6	
Test 1 PV (dB):	12			Test 2 PV (dB):	12			Test 3 PV (dB):	11			Test 4 PV (dB):	10		
Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)			
	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change			
2	10	9	1	10	9	1	11	8	3	11	8	3	1		
3	11	10		11	10		11	9		10	9		1		
4	11	11		11	11		10	10		11	9		1		
guard															
5	11	10		11	11		10	10		11	9		1		
6	11	10		11	11		10	11		10	10		1		
A-2/98															
A-1/99															
A/14	13	11		12	11		11	10		11	10		2		
B/15	12	11		13	11		12	11		11	11		2		
C/16	12	11		13	11		12	11		12	11		1		
D/17	12	11		13	11		12	10		11	10		2		
E/18	13	11		13	11		11	10		12	11		2		
F/19	12	11		12	11		11	10		12	10		1		
G/20	12	10		12	9		11	10		12	11		1		
H/21	12	11		12	9		11	10		12	11		1		
I/22	10	11		11	9		11	10		11	11		1		
7	12	13		12	12		11	11		11	11		1		
8	13	12		12	11		11	10		12	11		2		
9	14	13		14	12		12	11		12	12		2		
10	14	13		14	12		13	11		13	11		1		
11	15	13		15	12		13	11		13	12		2		
12	15	13		15	12		13	11		13	12		2		
13	14	11		14	10		14	9		13	10		1		
J/23	14	12		14	11		13	9		13	10		1		
K/24	15	14		15	12		14	11		14	11		1		
L/25	15	14		15	12		15	12		15	12				
M/26	15	13		14	12		13	12		14	12		2		
N/27	16	13		15	12		14	11		13	11		3		
O/28	16	13		15	12		14	11		13	11		3		
P/29	16	13		15	12		14	11		14	11		2		
Q/30	15	13		15	12		14	11		14	10		1		
R/31	16	13		15	12		14	11		14	10		2		
S/32	17	14		16	13		15	12		15	11		2		
T/33	17	15		16	14		14	12		15	10		3		
U/34	16	15		15	15		13	13		14	12		3		
V/35	17	16		15	15		13	13		13	13		4		
W/36	16	16		16	15		15	14		14	13		2		
AA/37	17	15		17	15		16	14		15	13		2		
BB/38	17	15		16	15		16	14		15	14		2		
CC/39	18	15		17	14		16	13		15	13		3		
DD/40	18	14		17	13		16	12		15	12		3		
EE/41	18	16		17	14		16	13		15	12		3		
FF/42	18	16		18	14		16	13		16	13		2		
GG/43	17	17		17	15		16	14		16	14		1		
HH/44	17	17		16	16		15	15		15	15		2		
I/45	15	14		15	14		14	14		15	15		1		
JJ/46	15	14		14	13		14	13		14	14		1		
KK/47	15	14		14	13		13	12		14	13		2		
LL/48	13	11		13	12		12	11		13	12		1		
MM/49	13	11		12	11		11	11		12	12		2		



# TIME WARNER CABLE

## PROOF OF PERFORMANCE

### 24-HOUR VARIATION IN VISUAL SIGNAL LEVEL

File: 24HR.wk4

Eng./Tech.: J.B.

Initials:

FCC76.805 (a) (4)

System Name: SAUGERTIES

Run Date: 10/29/97

FCC Requirement:

Headend: HUNTER HUB

0 - 300 MHz = 10 dB

Site Location: RT.296

Highest Operating Freq.: 450

301 - 400 MHz = 11 dB

Test Point No.: 1

Location's FCC Max. PV: 12

401 - 500 MHz = 12 dB

Pole No.: 516 4 TK/1 LE

501 - 600 MHz = 13 dB

	Test #1			Test #2			Test #3			Test #4			24 Hour P/V Per Channel Flag		
	DATE:	09/05/97		DATE:	09/05/97		DATE:	09/05/97		DATE:	09/06/97				
	TIME:	8AM		TIME:	1PM		TIME:	6PM		TIME:	9AM				
	CHANNEL (MHz)	LEVEL (dBmV)	LEVEL (dB)	CHANNEL (MHz)	LEVEL (dBmV)	LEVEL (dB)	CHANNEL (MHz)	LEVEL (dBmV)	LEVEL (dB)	CHANNEL (MHz)	LEVEL (dBmV)	LEVEL (dB)			
PEAK	39	18		39	18		39	18		39	18				
VALLEY	15	8		15	8		15	5		15	8				
Test 1 PV (dB):	12			Test 2 PV (dB):	12			Test 3 PV (dB):	11			Test 4 PV (dB):	10		
Visual Carrier Level (dBmV)	(dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)	Visual Carrier Level (dBmV)	(dBmV)	(dB)			
	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change	Current	6 Month	Change			
2	10	9	1	10	9	1	11	8	3	11	8	3	1		
3	11	10		11	10		11	9		10	9		1		
4	11	11		11	11		10	10		11	9		1		
guard															
5	11	10		11	11		10	10		11	9		1		
6	11	10		11	11		10	11		10	10		1		
A-2/98															
A-1/99															
A/14	13	11		12	11		11	10		11	10		2		
B/15	12	11		13	11		12	11		11	11		2		
C/16	12	11		13	11		12	11		12	11		1		
D/17	12	11		13	11		12	10		11	10		2		
E/18	13	11		13	11		11	10		12	11		2		
F/19	12	11		12	11		11	10		12	10		1		
G/20	12	10		12	9		11	10		12	11		1		
H/21	12	11		12	9		11	10		12	11		1		
I/22	10	11		11	9		11	10		11	11		1		
7	12	13		12	12		11	11		11	11		1		
8	13	12		12	11		11	10		12	11		2		
9	14	13		14	12		12	11		12	12		2		
10	14	13		14	12		13	11		13	11		1		
11	15	13		15	12		13	11		13	12		2		
12	15	13		15	12		13	11		13	12		2		
13	14	11		14	10		14	9		13	10		1		
J/23	14	12		14	11		13	9		13	10		1		
K/24	15	14		15	12		14	11		14	11		1		
L/25	15	14		15	12		15	12		15	12				
M/26	15	13		14	12		13	12		14	12		2		
N/27	16	13		15	12		14	11		13	11		3		
O/28	16	13		15	12		14	11		13	11		3		
P/29	16	13		15	12		14	11		14	11		2		
Q/30	15	13		15	12		14	11		14	10		1		
R/31	16	13		15	12		14	11		14	10		2		
S/32	17	14		16	13		15	12		15	11		2		
T/33	17	15		16	14		14	12		15	10		3		
U/34	16	15		15	15		13	13		14	12		3		
V/35	17	16		15	15		13	13		13	13		4		
W/36	16	16		16	15		15	14		14	13		2		
AA/37	17	15		17	15		16	14		15	13		2		
BB/38	17	15		16	15		16	14		15	14		2		
CC/39	18	15		17	14		16	13		15	13		3		
DD/40	18	14		17	13		16	12		15	12		3		
EE/41	18	16		17	14		16	13		15	12		3		
FF/42	18	16		18	14		16	13		16	13		2		
GG/43	17	17		17	15		16	14		16	14		1		
HH/44	17	17		16	16		15	15		15	15		2		
II/45	15	14		15	14		14	14		15	15		1		
JJ/46	15	14		14	13		14	13		14	14		1		
KK/47	15	14		14	13		13	12		14	13		2		
LL/48	13	11		13	12		12	11		13	12		1		
MM/49	13	11		12	11		11	11		12	12		2		



# TIME WARNER CABLE PROOF OF PERFORMANCE CONVERTER DATA SHEET

File: Conv.wk4

Eng./Tech.: J.B.  
Initials: J.B.

FCC76.605 (e) (4)

System Name: SAUGERTIES  
Headend: SAUGERTIES

Test No.: 1 of 10

Test Date: 02/13/97

Converter Make: JERROLD

Run Date: 02/25/97

Converter Model: DPS-310

Technician: CHARLES TOMPKINS

Converter Serial No.: J6D30756925C7

Channel	Level w/Converter (dBmV) enter	Level w/o Converter (dBmV) enter	Deviation (dB)	Channel	Level w/Converter (dBmV) enter	Level w/o Converter (dBmV) enter	Deviation (dB)
2	6		6	AA/37	6		6
3	6		6	BB/38	5		5
4	6		6	CC/39	5		5
5	6		6	DD/40	5		5
6	6		6	EE/41	6		6
A-2/98	7		7	FF/42	6		6
A-1/99	7		7	GG/43	5		5
A/14	7		7	HH/44	5		5
B/15	7		7	II/45	6		6
C/16	7		7	JJ/46	5		5
D/17	7		7	KK/47	5		5
E/18	6		6	LL/48	4		4
F/19	8		8	MM/49	6		6
G/20	6		6	NN/50	9		9
H/21	6		6	OO/51	10		10
I/22	8		8	PP/52	8		8
7	6		6	QQ/53	9		9
8	6		6	RR/54	6		6
9	6		6	SS/55	7		7
10	6		6	TT/56	7		7
11	6		6	UU/57			
12	5		5	VV/58			
13	5		5	WW/59			
J/23	6		6	XX/60			
K/24	6		6	YY/61			
L/25	6		6	ZZ/62			
M/26	6		6	AAA/63			
N/27	6		6	BBB/64			
O/28	6		6	CCC/65			
P/29	6		6	DDD/66			
Q/30	6		6	EEE/67			
R/31	6		6	FFF/68			
S/32	6		6	GGG/69			
T/33	6		6	HHH/70			
U/34	6		6	III/71			
V/35	6		6	JJJ/72			
W/36	6		6	KKK/73			
				LLL/74			
				MMM/75			
				NNN/76			
				OOO/77			
				PPP/78			

# TIME WARNER CABLE PROOF OF PERFORMANCE

## CONVERTER DATA SHEET

FCC76.605 (a) (4)

File: Conv.wk4

Eng./Tech.: JB  
Initials: JB

System Name: SAUGERTIES  
Headend: SAUGERTIES

Test No.: 2 of 10

Test Date: 02/13/97

Converter Make: JERROLD

Run Date: 02/25/97

Converter Model: DP-7113

Technician: CHARLES TOMPKINS

Converter Serial No.: TBG2005915A1

Channel	Level w/Converter (dBmV)	Level w/o Converter (dBmV)	Deviation (dB)	Channel	Level w/Converter (dBmV)	Level w/o Converter (dBmV)	Deviation (dB)
	enter	enter			enter	enter	
2	5		5	AA/37	6		6
3	5		5	BB/38	5		5
4	5		5	CC/39	5		5
5	5		5	DD/40	4		4
6	5		5	EE/41	4		4
A-2/98	5		5	FF/42	5		5
A-1/99	6		6	GG/43	4		4
A/14	6		6	HH/44	3		3
B/15	6		6	II/45	4		4
C/16	6		6	JJ/46	4		4
D/17	6		6	KK/47	5		5
E/18	5		5	LL/48	4		4
F/19	7		7	MM/49	6		6
G/20	5		5	NN/50	8		8
H/21	5		5	OO/51	9		9
I/22	7		7	PP/52	7		7
7	5		5	QQ/53	7		7
8	5		5	RR/54	4		4
9	5		5	SS/55	4		4
10	5		5	TT/56	6		6
11	5		5	UU/57			
12	4		4	VV/58			
13	5		5	WW/59			
J/23	5		5	XX/60			
K/24	5		5	YY/61			
L/25	5		5	ZZ/62			
M/26	5	-1	6	AAA/63			
N/27	5		5	BBB/64			
O/28	5		5	CCC/65			
P/29	5		5	DDD/66			
Q/30	5		5	EEE/67			
R/31	5		5	FFF/68			
S/32	5		5	GGG/69			
T/33	6		6	HHH/70			
U/34	6		6	III/71			
V/35	6		6	JJJ/72			
W/36	6		6	KKK/73			
				LLL/74			
				MMM/75			
				NNN/76			
				OOO/77			
				PPP/78			

# TIME WARNER CABLE PROOF OF PERFORMANCE

## CONVERTER DATA SHEET

FCC76.606 (e) (4)

File: Conv.wk4

Eng./Tech.: J.B.  
Initials: J.B.

System Name: SAUGERTIES  
Headend: SAUGERTIES

Test No.: 3 of 10

Test Date: 02/13/97

Converter Make: JERROLD

Run Date: 02/25/97

Converter Model: CFT-2014

Technician: CHARLES TOMPKINS

Converter Serial No.: C6C4394640C5

Channel	Level w/Converter (dBmV) enter	Level w/o Converter (dBmV) enter	Deviation (dB)	Channel	Level w/Converter (dBmV) enter	Level w/o Converter (dBmV) enter	Deviation (dB)
2	14		14	AA/37	14		14
3	14		14	BB/38	14		14
4	14		14	CC/39	14		14
5	14		14	DD/40	14		14
6	14		14	EE/41	14		14
A-2/98	13		13	FF/42	14		14
A-1/99	13		13	GG/43	14		14
A/14	14		14	HH/44	14		14
B/15	14		14	II/45	14		14
C/16	14		14	JJ/46	14		14
D/17	14		14	KK/47	14		14
E/18	14		14	LL/48	14		14
F/19	14		14	MM/49	14		14
G/20	14		14	NN/50	14		14
H/21	14		14	OO/51	14		14
I/22	14		14	PP/52	14		14
7	14		14	QQ/53	14		14
8	14		14	RR/54	14		14
9	14		14	SS/55	14		14
10	14		14	TT/56	14		14
11	14		14	UU/57			
12	14	-1	15	VV/58			
13	14		14	WW/59			
J/23	14		14	XX/60			
K/24	14		14	YY/61			
L/25	14		14	ZZ/62			
M/26	14		14	AAA/63			
N/27	14		14	BBB/64			
O/28	14		14	CCC/65			
P/29	14		14	DDD/66			
Q/30	14		14	EEE/67			
R/31	14		14	FFF/68			
S/32	14		14	GGG/69			
T/33	14		14	HHH/70			
U/34	14		14	III/71			
V/35	14		14	JJJ/72			
W/36	14		14	KKK/73			
				LLL/74			
				MMM/75			
				NNN/76			
				OOO/77			
				PPP/78			

# TIME WARNER CABLE PROOF OF PERFORMANCE

## CONVERTER DATA SHEET

FCC76.605 (e) (4)

File: Conv.wk4

Eng./Tech.: J.B

Initials: J.B

System Name: SAUGERTIES

Headend: SAUGERTIES

Converter Make: JERROLD

Converter Model: DQN7-30

Converter Serial No.: M9F0250003N3

Test No.: 4 of 10

Test Date: 02/13/97

Run Date: 02/25/97

Technician: CHARLES TOMPKINS

Channel	Level w/Converter (dBmV)	Level w/o Converter (dBmV)	Deviation (dB)	Channel	Level w/Converter (dBmV)	Level w/o Converter (dBmV)	Deviation (dB)
	enter	enter			enter	enter	
2	5		5	AA/37	5		5
3	5		5	BB/38	4		4
4	5		5	CC/39	4		4
5	5		5	DD/40	4		4
6	5		5	EE/41	4		4
A-2/98	6		6	FF/42	4		4
A-1/99	6		6	GG/43	3		3
A/14	5		5	HH/44	3		3
B/15	5		5	II/45	4		4
C/16	5		5	JJ/46	4		4
D/17	5		5	KK/47	5		5
E/18	4		4	LL/48	4		4
F/19	6		6	MM/49	N/A		
G/20	5		5	NN/50	N/A		
H/21	4		4	OO/51	N/A		
I/22	5		5	PP/52	N/A		
7	5		5	QQ/53	N/A		
8	5		5	RR/54	N/A		
9	5		5	SS/55	N/A		
10	5		5	TT/56	N/A		
11	5		5	UU/57			
12	3		3	VV/58			
13	4		4	WW/59			
J/23	4		4	XX/60			
K/24	4		4	YY/61			
L/25	4		4	ZZ/62			
M/26	4		4	AAA/63			
N/27	4		4	BBB/64			
O/28	4		4	CCC/65			
P/29	4		4	DDD/66			
Q/30	5		5	EEE/67			
R/31	5		5	FFF/68			
S/32	5		5	GGG/69			
T/33	5		5	HHH/70			
U/34	4		4	III/71			
V/35	5		5	JJJ/72			
W/36	5		5	KKK/73			
				LLL/74			
				MMM/75			
				NNN/76			
				OOO/77			
				PPP/78			

**LEGAL NOTICE**  
Please take notice that a Public Hearing for the Town of Jewett is scheduled for Wednesday, February 11, 1998 at 7PM in the Municipal Building. The purpose of the hearing is the issue of whether the Town should ratify the Franchise Renewal Agreement with Time Warner Cable. All parties will be heard at that time.  
By Order of the Town Board  
Patricia Merwin, Town Clerk  
WJ 2/5 1t leg98

STATE OF NEW YORK,  
COUNTY OF GREENE, } ss.:

BRENDA WASE being duly

sworn says, that she is and at all times hereinafter mentioned was the principal clerk of the printer and publisher of "The Windham Journal", a newspaper published weekly at Catskill, Greene County, New York,

and that a Legal Notice

of which the annexed is a printed copy, was published in said paper once in each week for three successive weeks commencing on the 5<sup>th</sup> day of February, 1998, and ending on the 5<sup>th</sup> day of February, 1998

Brenda Wase  
Subscribed and sworn to before me this 16<sup>th</sup> day of February, 1998

Kellie R. Stover  
Notary Public.

KELLIE R. STOVER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01ST5048031  
QUALIFIED IN GREENE COUNTY  
COMMISSION EXPIRES AUG. 14, 1999

Exhibit B

A regular meeting of the Jewett Town Board was held on February 11, 1998. Supervisor Bruce Maben called the Public Hearing to order at 7:00PM. Present were Boardmembers Thomas Hitchcock, JoAnne Makely, Paul LaPierre, Attorney for the Town Tal G. Rappleyea, Supt. of Highways Robert Mallory, a newspaper reporter and several people from the area, Engineer Doug VanDeusen and the town clerk.

The purpose of the public hearing was the issue of the Town radifying the franchise renewal agreement with Time Warner Cable. Attorney Rappleyea said he has reviewed extensively with the Public Service Commission and made some recommendations. There was no comment from the public. A motion was made by Makely, sec. by Hitchcock and carried to close the public hearing.

The regular Boardmeeting was then called to order. Minutes of the January 7 & 21 meetings were approved on a motion by Hitchcock, sec. by Makely and carried with the following corrections - the Assessor turned in quotes not bids and on Abst. 2A the \$ amt. for general was corrected.

Several parties from surrounding communities made comments for and against the "Quality Deer Management" proposal. After a discussion the Board tabled this item until furthur information can be obtained.

The Supervisor's report was given out. There was no report from the Assessor. A motion was made by Makely, sec. by Hitchcock and carried to accept the Building Inspector's report as submitted.

A Resolution opposing mandatory usage of helmets by skiers or snowboarders in New York State was approved by the Board and copies were sent to Gov. Pataki, Sen. Cook and Assemblyman Faso.

Permission was given the Supervisor to write a letter of support for grants to the Catskill Mountain Housing Development Corp. adding that it is the Town's desire that funding be given to more Mountain Top families.

The salt barn committee reported that they had been to 2 meeting in Prattsville, the Town decided not to go with the County Planning Dept. as discussed in January. The survey and appraisal were almost completed. Attorney Rappleyea said he was working with CWC and the engineers on a contract. The Board gave its approval on a Resolution for funding and construction of a sand and salt storage facility. Ayes 4, nays 0, absent 1.

A Resolution to radify the franchise renewal agreement with Time Warner Cable was approved. The resolution and authorization is made retroactively. Aye 4, nays 0, absent 1.

Boardmember Hitchcock was given the approval of the Board to continue to write letters to DOT, Sen. Cook and Rep. Faso concerning some type of light for the corner of Rt. 296 and Rt. 23C.

A motion was made by Hitchcock, sec. by Makely and carried approving a 60 month powertrain only warranty on the John Deere 544G loader at a price of \$650.00.

Bills were audited and ordered payed. The general fund was \$5,064.28 on abstract #2, claim numbers 19-39; the highway fund was \$26,717.86 on abstract #2, claim numbers 24-57.

There being no furthur business the meeting was adjourned at 9:10PM on a motion by Maben, sec. by Makely and carried.

*P. Maben*  
.....

**FRANCHISE RENEWAL AGREEMENT**

**THIS AGREEMENT**, executed in triplicate this 11<sup>th</sup> day of December, 1997, by and between the Town of Jewett (hereinafter referred to as the Municipality), by the Supervisor acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Board), party of the first part, and Cablevision Industries, Inc. d/b/a Time Warner Cable (or other appropriate entity), a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at One Cablevision Center, Suite 2, Ferndale, New York 12734 (hereinafter referred to as the Company), party of the second part:

**WITNESSETH**

**WHEREAS**, Pursuant to the Town Law the Board has the exclusive power on behalf of the Municipality to grant franchise renewals providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets; and

**WHEREAS**, Pursuant to the Communications Act of 1934, as amended (the "Communications Act"), the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

**WHEREAS**, The Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

**WHEREAS**, Following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Company's franchise as provided hereinafter; and

**WHEREAS**, The Board, in granting this franchise renewal, embodied in the renewal agreement the results of its review and any negotiations with the Company and has determined that said franchise renewal agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission-Cable Bureau; and

**NOW, THEREFORE,** In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

**SECTION 1 -- DEFINED TERMS**

Unless the context clearly indicates that a different meaning is intended:

(a) "Basic Service" means such cable television service as is provided in the lowest priced Service Tier.

(b) "Board" means the Board of Trustees of the Municipality.

(c) "Cable Television Service" means

(1) The one way transmission to Subscribers of Video Programming, or other cable and communications services; and/or

(2) Subscriber interaction, if any, which is required for the selection of such Video Programming, or other communications services.

(d) "Cable Television System" means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that is designed to provide Cable Television Service to multiple Subscribers within a community.

(e) "Company" means Cablevision Industries, Inc. d/b/a Time Warner Cable, its successors, assigns and transferees.

(f) "Effective Date" of this agreement shall be the date upon which both parties to this Agreement shall have affixed their signatures hereto.

(g) "Franchise" means the grant or authority given hereunder renewing the franchise previously granted to the Company with the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a Cable Television System in the Municipality in accordance with the terms hereof.

(h) "FCC" means the Federal Communications Commission, its designee and any successor thereto.

(i) "Gross Revenues" means all revenues net of franchise fees actually received by and paid to Company by subscribers residing within the Municipality for cable television service and pursuant to the rights granted by this Franchise.

(j) "May" is permissive.

(k) "Municipality" means the Town of Jewett. Wherever the context shall permit, Board, Council and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.

(l) "NYSPSC" means New York State Public Service Commission - Cable Bureau.

(m) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation, or organization of any kind, the successors or assigns of the same.

(n) "Service Tier" means a category of Cable Television Service provided by the Company over the Cable Television System for which a separate rate is charged for such category by the Company.

(o) "Shall" or "will" are mandatory.

(p) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.

(q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.

(r) "Video Programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

## **SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT**

(a) The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service and Communications Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said Streets such poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient Cable Television Service. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such items of the Cable Television System as is deemed necessary or useful by the Company in order to provide Cable Television

Service. Upon request by Company and at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

(b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to cable television service.

(c) In the event the Municipality grants to any other Person (being referred to as "Grantee" 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 Municipality shall insert the following language into any such franchise, consent or other document,  $\hat{=}$  or promptly enact legislation, conditioning the use of the Streets or any part thereof by any  $\hat{=}$  Person, as follows:

"Grantee agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of the [Company] without the prior written consent of the [Company]. Grantee shall indemnify the [Company] against any damages or expenses incurred by the [Company] as a result of any such removal, damage, penetration, replacement or interruption of the services of the [Company] caused by the Grantee." As used immediately above in the above quoted paragraph, the term "[Company]" shall mean the Company, as defined in this Franchise, and its successors, assigns and transferees.

In addition to the foregoing, in the event any such grants of franchises, consents or other rights to occupy the Streets, or the provision of any service pursuant thereto, are on terms more favorable or less burdensome than those contained herein, the provisions of this Franchise shall be deemed modified  $\hat{=}$  so as to match any such more favorable or less burdensome provisions.

As used in this Part, the phrase "occupancy or use of the Streets", or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

### **SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY**

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations including, but not limited to, the rules

and regulation of FCC and the NYSPSC, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this Franchise. The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable-related community needs and has found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for constructing and operating the Cable Television System. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company's likelihood of satisfactory performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee, which approval will not be unreasonably withheld.

#### **SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER**

The Franchise herein granted and the rights arising hereunder are for a term commencing on the "Effective Date" and expiring ten years therefrom.

Company and Municipality hereby agree that from the Effective Date until the date of NYSPSC confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto; from and after NYSPSC confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

#### **SECTION 5 -- REVOCATION**

(a) The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:

- (i) Company fails after sixty days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this Franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or
- (ii) Company is adjudged a bankrupt; or
- (iii) Company attempts or does practice a material fraud or deceit in its securing of this Franchise.

(b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance setting forth the cause and reason for the

revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of ninety (90) days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to question witnesses. A transcript shall be made of such hearing. The Company shall have the right to appeal any such administrative decision to a state court or a federal district court as the Company may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

(c) In no event, and notwithstanding any contrary provision in this section or elsewhere in this Franchise, shall this Franchise be subject to revocation or termination, or the Company be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend 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.

(d) Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

#### **SECTION 6 -- INDEMNIFICATION & INSURANCE**

(a) The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorney's fees) arising from claims of injury to persons or damage to property caused by reason of any negligent conduct undertaken by the Company, its employees or agents in the construction, installation and maintenance of the Cable Television System.

(b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Company; said policy and replacements shall be in the combined amount of Three Million Dollars (\$3,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance

coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

(c) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to any (i) programming carried over or transmitted by or through the Cable Television System (other than locally originated programming produced by the Company), or (ii) the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

#### **SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES**

(a) The Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

(b) Subject to the provisions of sub-paragraph (c), below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines be installed underground, the Company shall install its lines underground in accordance with such requirement.

(c) Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

#### **SECTION 8 -- RELOCATION OF PROPERTY**

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the Streets of the Municipality as a result of the relocation or other improvements of any such Streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility.

In the event a public utility is compensated for such relocation or reinstallation then in such case the Company shall be similarly compensated.

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

### **SECTION 9 -- USE & INSTALLATION**

The Company or any person authorized by the Company to erect, construct or maintain any of the property of the Company used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed or replaced.

The Company agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the Cable Television System shall be performed in a safe, thorough and reliable manner and all materials and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by Company within 30 days and restored to serviceable condition.

Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition. The Company is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e. - in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's Cable Television System.

**SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY**

If the use of any part of the Company's Cable Television System occupying the Streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's reasonable control) for a continuous and uninterrupted period of twelve months, the Company shall on being given sixty (60) days prior written notice thereafter by the Municipality, provided no such notice is sent without prior vote of the Board or Council directing the forwarding of said notification, remove that portion of its Cable Television System from the Streets of the Municipality which has both remained unused and which the Municipality for good cause shown and articulated in said notice deems necessary to remove to protect the public health and safety. The cost and expense of said removal shall be borne by the Company, and said Streets shall be placed in as nearly as good condition as immediately before the removal as is reasonable. In the event the Company shall fail to timely remove said unused portion of said system and after an additional thirty (30) days written notice from the Municipality to the Company, the said portion of the System shall be deemed abandoned and the Municipality may remove or cause to move said portions of the Cable Television System from the Streets of the Municipality which it deems necessary in order to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

**SECTION 11 -- OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION**

(a) The Company shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 596 of the Rules and Regulations of the NYSPSC and the technical requirements of the FCC. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling, and switching equipment, shall be acted upon promptly after notification. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSPSC, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

(b) To the extent consistent with and subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for cable television service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to serve either in accordance with this Agreement or the rules and regulations of the NYSPSC, shall be served as required by this Agreement or as

required by such rules and regulations, provided the Company is economically and otherwise reasonably capable of compliance with such request.

(c) The Company shall extend service in the Municipality in accordance with the NYSPSC as stated above. However, **should the Company decide to build down below the PSC requirements and** should economic conditions differ sufficiently from the effective date of this Franchise or a competing multi-channel video service (i.e. Direct Broadcast Satellite{DBS}) become available to the proposed line extension areas as requested, the Company reserves the right to pre-sell such areas to determine further substantial interest for cable service in existing homes. Should the Company determine that interest in service falls below 65% of the existing homes, the Company reserves the right to discontinue the buildout plan for such area.

(d) The Company is prohibited from abandoning any service to any area of the franchise area or any portion thereof without the written consent of the Municipality. In the event Company make a showing of financial loss or technical infeasibility, such consent shall not be unreasonably withheld.

#### **SECTION 12 -- PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)**

The Company **shall comply with**  $\Delta$  Part 595.4 of the NYSPSC rules as may be approved. Guidelines are available in the local office and subscribers are notified on an annual basis of availability.

#### **SECTION 13 -- RATES**

(a) No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC, including, without limitation, rates or charges concerning Cable Television Service.

(b) The Company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its Video Programming and other services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk billed basis.

**SECTION 14 -- SERVICE TO PUBLIC FACILITIES AND ACCOUNTABILITY PROVISIONS**

(a) At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipally owned building which is occupied for governmental purposes, and police station as agreed to herein or as may be reasonably requested by the Municipality within sixty days (60) after the Effective Date of this Franchise provided the point chosen by the Company for connection of such wire to the institution is no further than two hundred feet (200') from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company.

(b) The Company shall maintain the following records:

(i) A record of all service orders received regarding subscriber complaints including the date and time received, nature of complaint, date and time resolved, and action taken to resolve.

(ii) A log showing the date, approximate time and duration, type and probable cause of all cable system outages, whole or partial, due to causes other than routine testing or maintenance.

(c) To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office.

**SECTION 15 -- ADDITIONAL SUBSCRIBER SERVICES**

(a) Payment for cable television service rendered to Subscribers is due and payable in advance. A late charge, as determined by the Company, shall be applied to delinquent accounts.

(b) Payment for equipment provided by the Company to Subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC.

(c) The Company shall have the right to disconnect delinquent Subscribers and charge such Subscribers therefor a disconnection charge as determined by the Company, where:

(1) At least five days have elapsed after written notice of discontinuance has been served personally upon a Subscriber; or

(2) At least eight days have elapsed after mailing to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.

(d) Notice of the Company procedures for reporting and resolving billing disputes and the Company's policy and the Subscribers rights in regard to "personally identifiable information", as that term is defined in Section 631 of the Communications Act, will be given to each Subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all Subscribers as required by federal or state law.

(e) The Company shall offer to, and shall notify in writing, the Subscribers of the availability of locking program control devices which enable the Subscriber to limit reception of obscene or indecent programming in the Subscriber's residence. Any Subscriber requesting such device shall pay the Company in full upon the receipt of the same the charge imposed by the Company therefor. The notice provided by the Company shall be given to new Subscribers at the time of installation and thereafter to all Subscribers as required by the federal or state law.

(f) The Company shall give credit for Cable Television System outages involving all Video Programming and other services carried on the Cable Television System, which outage results in the interruption of such service provided such outage is due to no fault of the affected Subscriber. Such credit shall be provided in accordance with all applicable federal and state laws and regulations.

(g) In accordance with the applicable requirements of federal and state laws, the Company shall provide written notice of any increases in rates or charges for any Cable Television Service.

(h) The Administrator, as the case may be, for the Municipality for this Franchise shall be Supervisor or Mayor of the Municipality. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator.

(i) It is agreed that all Cable Television Service offered to any Subscribers under this Franchise shall be conditioned upon the Company having legal access to any such Subscribers' dwelling units or other units wherein such Service is to be provided.

(j) The Company and the Municipality shall at all times comply with the PSC Customer Service Standards.

#### **SECTION 16 -- FRANCHISE FEES**

(a) The Company shall pay to the Municipality during the term of this Franchise a sum equal to zero percent (0%) of Gross Revenues, as adjusted hereinbelow.

There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on the Company or any Subscribers, or both, which are discriminatory against the Company or any Subscribers, (ii) any non-capital expenses incurred by Company in support of the PEG access requirements of this franchise and (iii) any fees or assessments payable to NYSPSC which when combined with all other fees and credits would exceed five percent (5%) of gross revenues. The Company shall have the right to apply Franchise Fees paid as a credit against special franchise assessments pursuant to Sec. 626 of the New York State Real Property Tax Law.

Payment of the Franchise Fee shall be due annually within one hundred twenty (120) days of the end of the Company's fiscal year. The Company shall submit to the Municipality, along with the payment of said fees, a report showing in reasonable detail the basis for the computation thereof.

(b) Upon reasonable notice and during normal business hours, the Municipality shall have the right to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of the Company which relate to the Company's compliance with the Franchise or applicable state or federal law; provided, however, that none of the Municipality, its officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any Subscribers, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act. In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this Franchise, the Municipality shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the Company therefrom.

#### **SECTION 17 -- SEPARABILITY, POLICE POWERS, GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION**

If any section, sub-section, sentence, clause, paragraph or portion of this Franchise (as well as any law or regulation applicable or purported to be applicable to this Franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this Franchise shall be deemed separate and distinct and shall have no affect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable federal law, including the Cable Act, as the same may be

amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable federal laws.

Subject to the foregoing, the Municipality reserves the right in the exercise of its police powers to adopt such regulations as are reasonably necessary and lawful to protect the public health and safety concerning the installation, construction and maintenance of the Cable Television System; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this Franchise. <sup>^</sup> In no event shall any regulation or other act be taken which shall have the effect of imposing or otherwise result in a Franchise Fee in excess of the fee permitted herein.

The Company shall file requests for all necessary operating authorizations with the NYSPSC and the FCC within sixty (60) days of the Effective Date of this Franchise.

The Company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms, or conditions of employment because of age, race, creed, color, national origin or sex.

#### **SECTION 18 -- NOTICE**

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the  
Company:

Cablevision Industries, Inc.  
d/b/a Time Warner Cable  
Office of Franchising  
One Cablevision Center, Suite 2  
Ferndale, New York 12734  
Telephone: (914) 295-2650  
Telecopy: (914) 295-2451

When to the  
Municipality:

Town of Jewett  
P.O. Box 987  
Hunter, NY 12442  
Telecopy: N/A

#### **SECTION 19 -- FURTHER ASSURANCES**

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the Company may reasonably request in order to effect or confirm this Franchise and the rights and obligations contemplated herein.

## **SECTION 20 -- INTEGRATION**

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by an agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the NYSPSC. Changes in rates charged or Cable Television Services rendered by the Company shall not be deemed an amendment to this Franchise.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this Franchise.

## **SECTION 21 -- NO JOINT VENTURE**

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

## **SECTION 22 -- ASSIGNMENT**

The Company shall not assign this Franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the Company to any entity which is controlling, controlled by or under the same common control as the Company.

The Municipality hereby consents to the grant by Company of a security interest in this Franchise and all other assets of the Cable Television System to such lending institution or institutions as may be designated by the Company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS

Brenda Marks

\_\_\_\_\_

**CABLEVISION INDUSTRIES, INC. d/b/a  
TIME WARNER CABLE**

By: \_\_\_\_\_

Name: Donald Rafferty

Title: President-Liberty Division

Date: 3/19/97

WITNESS:

Patricia Merwin

Town Clerk

**MUNICIPALITY: TOWN OF JEWETT**

By: Donald Rafferty

Name: Bruce Mahan

Title: Supervisor

Date: 12/11/97

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a complete copy of the application to the New York State Department of Public Service for the approval of franchise renewal for the Town of Jewett was sent to the Town Clerk by first class mail on April 3, 1998.

Sworn to before me this  
3rd day of April 1998.

Brenda M. Parks

Brenda M. Parks  
Government Relations Specialist  
Liberty Division



April 3, 1998

The Honorable Bruce Maben  
Supervisor  
Town of Jewett  
P.O. Box 987  
Hunter, NY 12442

Dear Supervisor Maben:

Attached please find a complete copy of our application to the New York State Department of Public Service for their approval of the franchise renewal recently granted to Cablevision Industries, Inc. d/b/a Time Warner Cable by the Town of Jewett.

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

Very truly yours,

A handwritten signature in cursive script that reads "Brenda M. Parks".

Brenda M. Parks

Attachment

Exhibit 6



April 3, 1998

Legal Ad Department  
The Mountain Eagle  
Bridge Street  
Hunter, NY 12442

Dear Editor:

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

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

Very truly yours,

A handwritten signature in cursive script that reads "Brenda M. Parks".

Brenda M. Parks

Attachment

## LEGAL NOTICE

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