

PENDING PETITION MEMO

Date: 8/1/2008

TO : Office of Telecommunications

FROM: CENTRAL OPERATIONS

UTILITY: TIME WARNER CABLE

SUBJECT: 07-V-0813

Petition of Time Warner Cable for Approval of the Renewal of its
Franchise with the Village of Cooperstown, Otsego County.

120 Park Avenue, Suite 2100, NY 10022 David Whalen
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2008 AUG -1 PM 1:55



July 30, 2008

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

RE: Franchise Renewal – Time Warner Cable, Syracuse/Binghamton Division
With the Village of Cooperstown

Dear Secretary Brilling:

We are herewith filing an original and four copies of the following:

1. R-2 Application for Franchise Renewal
2. Proof of Service dated April 24, 2007
3. Municipal Resolution granting renewal dated June 17, 2008
4. Fully-executed copy of Franchise Renewal Agreement dated June 17, 2008
5. Copy of latest annual test data compiled for this part of the Division's CATV System.

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

Respectfully,

David. J. Whalen
Vice President
Public & Governmental Relations

DJW/e
Enclosures

cc: Honorable Teri Brown, Village of Cooperstown Clerk

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 Village of Cooperstown, Otsego 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 (Binghamton Division)**.
3. Applicant's telephone number are:

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

(607) 432-0514 Time Warner Cable (Oneonta)
123 Corporate Drive
Oneonta, New York 13820

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 2007 are:

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

6. The following signals are regularly carried by the Oneonta cable system: **(see attached channel card)**.
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Oneonta system are: **(see attached)**.

9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Town of Afton	.00	Village of Afton	.00
Town of Bainbridge	.00	Village of Bainbridge	.00
Town of Butternuts	.00	Town of Columbus	.00
Village of Cooperstown	.00	Town of Coventry	.00
Town of Davenport	.20	Town of Delhi	.00
Village of Delhi	.00	Town of Edmeston	.00
Town of Exeter	.00	Town of Franklin	.00
Village of Franklin	.00	Village of Gilbertsville	.00
Town of Guilford	.00	Town of Harpersfield	.00
Town of Hartwick	.00	Village of Hobart	.00
Town of Kortright	.00	Town of Laurens	.10
Village of Laurens	.00	Town of Maryland	.00
Town of Masonville	.00	Town of Meredith	.00
Town of Middlefield	.00	Town of Milford	.00
Village of Milford	.00	Town of Morris	.00
Village of Morris	.00	Town of New Berlin	.00
Village of New Berlin	.00	Town of Norwich	.00
City of Oneonta	.10	Town of Oneonta	.10
Town of Otego	.00	Village of Otego	.00
Town of Otsego	.20	Town of Oxford	.00
Village of Oxford	.00	Town of Pittsfield	.00
Town of Richfield	.00	Village of Richfield Springs	.00
Town of Sidney	.00	Village of Sidney	.00
Town of Springfield	.10	Town of Stamford	.10
Village of Stamford	.00	Town of Unadilla	.20
Village of Unadilla	.00	Town of Walton	.00
Village of Walton	.00	Town of Worcester	.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.

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

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 Village of Cooperstown Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 4/24/07

By: 

David J. Whalen

Vice President of Public and Governmental Relations

Time Warner Cable - Binghamton Division

Oneonta/Cooperstown Channel Line-up

Basic Channel Line-up

2 WKTV, NBC	7 WUTR, ABC	11 W3U, CW	24 HSN
3 WBNG, CBS	8 WSKG, PBS	12 WENV, PBS	25 WGN America
4 ION	9 WFXV, FOX	13 WSYR, ABC	26 WRGB, CBS
5 TV Guide Network	10 WICZ, FOX	23 Public Access	27 WISN, IND
6 QVC			

Standard Channel Line-up

14 ESPN	34 Hallmark Channel	49 VS	65 MSG Plus
15 CNN	35 VH-1	50 Speed Channel	66 AMC
16 ABC Family	36 Nickelodeon	51 Disney Channel	67 Animal Planet
17 USA Network	37 Lifetime Television	52 EWTN	68 PIN/C-SPAN2
18 MTV	38 TBS	53 YES Network	69 MSNBC
19 SportsNet NY	39 CNBC	54 BET	70 Fit TV
20 HGTV	40 The Weather Channel	55 SoapNet	71 TV Land
21 Spike	41 The Discovery Channel	57 HIST-ORY	72 Style
22 TNT	42 A&E	58 TLC	73 Sci-Fi Channel
28 The Golf Channel	43 FX	59 Cartoon Network	74 The Travel Channel
29 Bravo	44 E!	60 MSG	75 Oxygen
30 CMT	45 Headline News	61 WE	76 Discovery Health
31 TCM: Turner Classic Movies	46 truTV	62 BBC America	77 Fox News Channel
32 Comedy Central	47 C-SPAN	63 ESPN2	98 Shop NBC
33 National Geographic	48 The Food Network	64 Lifetime Movie Network	

Digital Channel Line-up

100 News 10 Now	132 Biography	185 America's Action Network ▲	PAY-PER-VIEW ▲
101 Investigation Discovery	134 Lifetime Real Women		1300 HD PPV
102 Time Warner Cable Sports	135 Fire Living	187 TV Superstore ▲	1300 HD PPV
103 Military Channel	146 Boomerang	192 MTV 2	1301 Events IN Demand1
104 The Science Channel	147 NickToons	750 WSKGD Create	1302 Events IN Demand2
105 Planet Green	148 The N	1001 News & Information	1303 Events On Demand
106 ESPNEWS	149 Noggin	1010 The Legislative Channel	910-919 Movies On Demand by Titles
107 The Sleuth Channel	150 Discovery Kids	1011 NY News	
108 Current	151 Ovation	1012 Time Warner Cable Sports	ADULT ▲
109 Bloomberg Television	152 BET J	1024 News 10 SkyTracker Radar 24/7	332 Outrageous On Demand
110 C-SPAN3	156 Toon Disney		333 Howard Stern On Demand
111 G4	161 Music On Demand	MOVIES ON DEMAND ▲	334 Adult On Demand
112 Trinity Broadcast Network	162 MTV Hits	398/902 HD Movies On Demand ▲	1314 Playboy
113 DIY	163 VH-1 Classic	399 Movies On Demand	1315 Spice Xcess
114 American Life TV	164 GAC: Great American Country	897 Classics On Demand	1316 Club Jenna
115 CNBC World	165 Fox Movie Channel	898 Kids & Teens On Demand	1317 Penthouse TV
116 C-SPAN2	166 IFC	899 Thrillers On Demand	1318 Ten Clips
121 ESPN U	167 ReelzChannel ▲	900 Movies On Demand	1319 Ten Blox
122 ESPN Classic	168 fuse	904 International Movies On Demand	1320 Ten Blue
126 Outdoor Channel	170 LOGO	905 Español On Demand	1321 Hot Choice
127 Fox Business Channel	174 MoviePlex		929 Howard Stern On Demand
128 Fox Reality Channel	183 Jewelry Television ▲		930 Adult On Demand
129 Fox Soccer Channel	184 GenTV ▲		
31 HISTORY International			

FREE ON DEMAND ▲

145 Kids On Demand Preschool	207 HBO2 West ▲
160 Entertainment On Demand	208 HBO Signature West ▲
161 Music On Demand	209 HBO Zone West ▲
449 Music Choice Pop & Rock On Demand	210 HBO Comedy West ▲
450 Music Choice Urban & Latin On Demand	211 HBO Latino West ▲
799 HD Showcase On Demand	215 HBO HD
901 TVG Network On Demand	225 Cinemax
903 Free Movies On Demand	226 More Max
946 Kids On Demand	227 Action Max
947 Kids On Demand Preschool	228 Thriller Max
951 Lifestyle On Demand	229 Women Max
962 BBC America On Demand	230 @ Max
963 Biography On Demand	231 5 Star Max
964 National Geographic On Demand	232 Outer Max
970 Sportskool On Demand	233 Cinemax West ▲
972 News & World On Demand	234 More Max West ▲
973 Exercise TV On Demand	235 Action Max West ▲
977 Entertainment On Demand	236 Thriller Max West ▲
978 Music On Demand	250 Showtime
984 Cutting Edge On Demand	251 Showtime Too
989 Local On Demand	252 Showtime3
990 Oxygen On Demand	253 Showtime Extreme
991 Music Choice Pop & Rock On Demand	254 Showtime Beyond
992 Music Choice Urban & Latin On Demand	255 The Movie Channel
998 Events On Demand	256 The Movie Channel Xtra
999 Answers On Demand	257 Flix
1015 Sports On Demand	258 Showtime Next
1016 Time Warner Cable Sports On Demand	259 Showtime Family
1276 Automotive On Demand	260 Showtime Women
1278 Find It On Demand	261 Showtime HD*
1279 Elections 08 On Demand	275 Starz
1280 Movie Trailers On Demand	276 Starz Edge
1282 Journey TV On Demand	277 Starz Cinema
1285 Expo TV On Demand	278 Starz In Black
	920 HBO On Demand ▲
	921 Cinemax On Demand ▲
	922 Showtime On Demand ▲
	923 The Movie Channel On Demand ▲

MUSIC CHOICE

401-448

PREMIUM CHANNELS

154 HBO Family
155 Starz Kids & Family
157 Disney Channel On Demand ▲
158 HBO Family West ▲
200 HBO
201 HBO2
202 HBO Signature
203 HBO Zone
204 HBO Comedy
205 HBO Latino
206 HBO West ▲

MOVIE PAK

153 Encore WAM
166 IFC
175 Encore Love Stories
176 Encore Drama
177 Encore Mystery
178 Encore Action
179 Encore Westerns
180 Encore
181 Sundance

SPORTS PACKAGES** ▲

1099-1109 NBA League Pass +
1106-1109 MLS Direct Kick
1120-1134 MLB Extra Innings/ NHL Center Ice +
1141-1146 ESPN Full Court/ ESPN Game Plan

SPORTS TIER

550 ESPNNEWS
551 Fox Soccer Channel
552 FCS Pacific
553 FCS Central
554 FCS Atlantic
555 FCS Español
556 Tennis Channel
557 CBS College Sports
558 NBA TV
559 Fuel
560 NHL Network ▲

LATINO ESPECIAL ▲

285 Canal Sur
286 Cine Latino
287 Discovery Español
289 Mun2
291 VideoRola
292 ESPN Deportes

INTERNATIONAL PREMIUMS

298 Zee TV
299 TV Asia

FAMILY TIER

1900 Boomerang
1901 C-SPAN2
1902 C-SPAN3
1903 Headline News
1904 Discovery Kids
1905 The Science Channel
1906 Disney Channel
1907 DIY
1908 Fit TV
1909 HGTV
1910 Noggin
1911 The Weather Channel
1912 Toon Disney
1913 The Food Network

HDTV

702 WICZ HD ▲
704 WSKG HD ▲
705 HD Theater
706 TNT HD
710 HBO HD*
711 Showtime HD*
719 ESPN HD
720 ESPN2 HD ▲
721 YES HD
722 SportsNet NY HD ▲
804 NHL Network HD ▲*
806 ESPNEWS HD ▲*
807 VSI/Golf HD ▲
816 M4D
817 A&E HD ▲

818 HISTORY HD ▲
819 Discovery Channel HD ▲
825 TLC HD ▲
826 HGTV HD ▲
827 Food HD ▲
829 National Geographic HD ▲
830 Planet Green HD ▲
831 Animal Planet HD ▲
832 Science Channel HD ▲
837 Travel Channel HD ▲
838 BIO HD ▲
839 LMN HD ▲
840 Disney HD ▲
841 ABC Family HD ▲
842 Toon Disney HD ▲

HDTV TIER

793 HD Net
794 HD Net Movies
795 Universal HD ▲
796 MOJO

* Must have subscription to premium channel to receive the corresponding HD channel

** Subscription required when package is in season

• Monthly subscription required

▲ Not available to Cable Card subscribers

› Subscription to Digital Explorer Pak required

★ Subscription to Sports Tier required

✦ Includes HD channel-select games available

LFA Letters

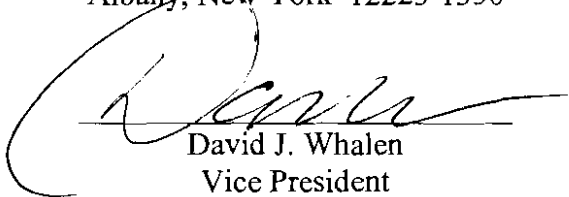
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2008 - municipality	title	first	last	address	city	state	zip	2008 BST	2008 CPST	2008 Total
Cooperstown, Village of	Mayor	Carol	Waller	22 Main St	Cooperstown	NY	13326	\$10.66	\$40.83	\$51.49
Exeter, Town of	Supervisor	Sally	Landers	PO Box 134, 7411 St. Hwy 28	Schuyler Lake	NY	13457	\$10.66	\$40.83	\$51.49
Hartwick, Town of	Supervisor	Mary	Balcom	PO Box 275	Hartwick	NY	13348	\$10.66	\$40.83	\$51.49
Middlefield, Town of	Supervisor	David	Bliss	2209 County Rt 33	Cooperstown	NY	13326	\$10.66	\$40.83	\$51.49
Otsego, Town of	Supervisor	Tom	Breiten	PO Box 183	Fly Creek	NY	13337	\$10.66	\$40.83	\$51.49
Richfield Springs, Village of	Mayor	Leonard	Butler	Box 271	Richfield Springs	NY	13439	\$10.66	\$40.83	\$51.49
Richfield, Town of	Supervisor	E. Lawrence	Budro	PO Box 786	Richfield Springs	NY	13439	\$10.66	\$40.83	\$51.49
Springfield, Town of	Supervisor	Thomas	Armstrong	PO Box 176	Springfield Center	NY	13468	\$10.66	\$40.83	\$51.49

PROOF OF SERVICE

I, David J. Whalen, Vice President of Public and Governmental Relations for Time Warner Cable - Binghamton Division, hereby certify that I have, this 24th day of April, 2017 by first class mail, postage prepaid, delivered an original Application for Franchise Renewal, for the Village of Cooperstown, Otsego County, State of New York, to Mayor Carol Waller, 22 Main Street, Cooperstown, NY 13226. Copies of this same Application for Franchise Renewal have been sent by first class mail, postage prepaid to:

New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350


David J. Whalen
Vice President
Public and Governmental Relations
Time Warner Cable, Binghamton Division

SWORN TO BEFORE ME THIS

24th DAY OF April 2017
John M. Eckhardt

NOTARY PUBLIC

SUPAN J. POKHARDT
Notary Public, State of New York
No. 4467655
Johanna L. Broomfield

Attest my hand and seal this 6-4-2010

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

RECEIVED
11 003
BY: _____

Village of Cooperstown

THIS AGREEMENT, executed this 17th day of June, 2008, by and between the **Village of Cooperstown** (hereafter referred to as the Municipality) by the Mayor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP**, a New York General Partnership, organized and existing under the laws of the State of New York, the local place of business of which is located at 120 Plaza Drive, Suite D, Vestal, NY 13850, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to Municipality Law the Board has the exclusive power on behalf of the Village of to grant franchises 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 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 Time Warner Cable pursuant to said Federal Law and pursuant to applicable State laws and the regulations promulgated thereunder, have complied with the franchise 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 Time Warner Cable and has conducted one or more public hearings on Time Warner Cable'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 Time Warner Cable's technical ability, financial condition and character; said public hearing also included consideration and approval of Time Warner Cable'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 Time Warner Cable's franchise as provided hereinafter; and

WHEREAS, The Municipality, in granting this franchise renewal, embodied in the agreement the results of its review and any negotiations with Time Warner Cable and has determined that said franchise agreement and Time Warner Cable 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 ("NYSPSC");

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise 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 any service tier which includes the retransmission of local broadcast signals.
- (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 programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (e) "Time Warner Cable" means Time Warner Cable Entertainment-Advance/Newhouse Partnership.
- (f) "Effective Date" of this agreement shall be the date of approval by the municipality.
- (g) "Franchise" means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (h) "FCC" means the Federal Communications Commission, its designees and any successor hereto.
- (i) "Gross Revenues" means all revenues actually received by and paid to Time Warner Cable by subscribers residing within the Municipality for Cable Television Service purchased by subscribers on a regular, recurring monthly basis.
- (j) "May" is permissive.
- (k) "Municipality" means the Municipality. 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.

- (m) "Person" means an individual, partnership, association, corporation, joint stock company trust, corporation, or organization of any kind.
- (n) "Service Tier" means a category of Cable Television Service provided by Time Warner Cable over the Cable Television System for which a separate rate is charged for such category by Time Warner Cable.
- (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 and 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 Time Warner Cable the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television 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 facilities (e.g., poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property) as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes Time Warner Cable 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 facilities of the Cable Television System as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Upon request by Time Warner Cable and at Time Warner Cable's sole expense, the Municipality hereby agrees to assist Time Warner Cable in gaining access to and using such easements.

- (b) Nothing in this Franchise shall limit the right of Time Warner Cable to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Time Warner Cable. The provision by Time Warner Cable of any service other than cable service shall be subject to all applicable laws and regulations and to any right the Municipality may have to require fair and reasonable compensation for Time Warner Cable's use of the rights-of-way to provide such service, provided that such requirement is non-discriminatory and competitively neutral.
- (c) 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.
- (d) 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 and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of Time Warner Cable without the prior written consent of Time Warner Cable. Grantee shall indemnify Time Warner Cable against any damages or expenses incurred by Time Warner Cable as a result of any removal, damage, penetration, replacement or interruption of the services of Time Warner Cable caused by the Grantee."

As used immediately above in the above quoted paragraph, the term "Time Warner Cable" shall mean Time Warner Cable Entertainment-Advance/Newhouse Partnership, as defined in this Franchise, and its successors, assigns and transferees.

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder. No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

As used in this Section, the phrase, "occupancy or use of 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 VILLAGE OF

- (a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The Village of hereby acknowledges and agrees that this Franchise has been 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 referred to as the "Communications Act"). The Municipality hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with Time Warner Cable for the purposes of evaluating Time Warner Cable and negotiating and consummating this Franchise.
- (b) In a full and public proceeding, affording due process, the Municipality has considered and approved Time Warner Cable's technical ability and character and has considered and found adequate Time Warner Cable's plans for constructing and operating the cable system.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be fifteen (15) years from the date of approval by the municipality.

In the event of any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Municipality to obtain a franchise from the Municipality for the construction, operation or maintenance of a cable system, then, at the Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to the 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.

Furthermore, in the event any change to local, 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 Municipality in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee's sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Grantee.

It is the intent of this section, at the Grantee's election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system in the Municipality.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

- (a) Time Warner Cable shall not transfer this Franchise to any person, firm, company, corporation or any other entity without the prior written consent of the Village of, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the Municipality refuses to grant such consent, it shall set forth specific reasons for its decision in writing by municipal resolution.
- (c) Notwithstanding the above, this Section 5 shall not be applicable and no prior approval shall be required if Time Warner Cable shall transfer this Franchise to any of its principal partners, to any parent, subsidiary or affiliate of any of the principal partners of Time Warner Cable, or to any other firms or entities controlling, controlled, by or under the same common control as Time Warner Cable.

SECTION 6 - REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
 - (i) Time Warner Cable fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Time Warner Cable comply or take said reasonable steps to comply within said sixty days notice, the Village of 's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable is adjudged a bankrupt; or
 - (iii) Time Warner Cable knowingly and willfully 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 one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable 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 Time Warner Cable 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 the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable 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.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Municipality from all liability, damage and costs or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The Municipality shall promptly notify Time Warner Cable of any claim for which it seeks indemnification; afford Time Warner Cable the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Time Warner Cable all relevant information under its control.
- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Municipality evidence of such 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; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable 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 herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

- (a) Time Warner Cable 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 Time Warner Cable for Time Warner Cable'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, Time Warner Cable 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 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, Time Warner Cable shall install its lines underground in accordance with such requirement.
- (c) Notwithstanding the foregoing, if Time Warner Cable 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 9 - RELOCATION OF PROPERTY

- (a) Whenever the Village of shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Municipality as a result of the relocation or other improvements by the Municipality of any such Streets, it shall be the obligation of Time Warner Cable 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. In the event any other person, including a public utility, is compensated for similar relocation or reinstallation then in such case Time Warner Cable shall be similarly compensated.

- (b) Time Warner Cable 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, and/or the raising or lowering of wires or other property shall be paid in advance to Time Warner Cable by the person requesting the same. Time Warner Cable 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 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable 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 Time Warner Cable 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 and replaced.
- (b) Time Warner Cable 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. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.
- (c) Whenever Time Warner Cable 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 Time Warner Cable from the Municipality or after Time Warner Cable becomes aware of the same, in such fashion so as to restore the property or Street to substantially the same serviceable condition. Time Warner Cable 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 Village of to the existence it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

Time Warner Cable shall continue to provide cable service to all subscribers who meet their obligations to Time Warner Cable with respect to such service. Time Warner Cable shall not, without the written consent of the Municipality and the Public Service Commission, abandon its cable television system or any portion thereof.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the Rules of the NYSPSC. Time Warner Cable will provide service to any area adjoining the primary service area which contains at a minimum 20 dwelling units per linear mile.

- 1) Primary service area shall include each of the following within the franchised area;
 - (a) those areas where cable television plant has been built without a contribution in aid of construction by subscribers;
 - (b) those areas, if any, where Time Warner is obligated by the terms of its franchise to provide cable television service without a contribution in aid of construction by subscribers;
 - (c) any area adjoining an area described in subparagraph "a" or "b" of this paragraph which contains dwelling units at minimum rate of 20 dwelling units per linear mile of aerial cable;
 - (d) if the average number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph (the average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs "a" and "b" of this paragraph by the number of linear miles of cable in the same areas) is less than 20, then any area adjoining an area described in subparagraphs "a" and "b" of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph.
- 2) Line extension area shall be any area within the franchised area which is not the primary service area.
 - (a) Within one (1) year after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area;
 - (b) Cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} (-) \frac{CA}{P} = SC$$

"C" equals the cost of construction of new plant, "CA" equals the average cost of construction per mile in the primary service area. "P" equals the lower of 20 or the average number of dwelling units per linear mile of "a" and "b" of paragraph 1 of this section. "LE" equals the number of dwelling units requesting service in the line extension area. "SC" equals subscriber contribution in the line extension area.

- (3) Whenever, subsequent to the date which the company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, Time Warner will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. Time Warner shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable television services must be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachments by the company.
- (4) The contribution aid of construction shall be in addition to the normal installation rates.
- (5) During a ten (10) year period commencing at the completion of a particular line extension, a pro-rate refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund who is no longer at the same address and who has not informed the company of the subscriber's new address.
- (6) Cable television service will be provided to any subscriber who demands service and who is located within 200 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the standard installation charge.
- (7) The company shall review line extensions in May of each year to reflect the number of subscribers per mile so that adjustments or rebates for line extension contribution in aid of construction may be established.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.
- (b) Time Warner Cable shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC. Time Warner Cable shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Time Warner Cable shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. Time Warner Cable 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. Time Warner Cable shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Village of shall have the right and authority to request an inspection or test performed, all at the Municipality's expense. Time Warner Cable shall fully cooperate in the performance of such testing.
- (c) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 - RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. The rates and charges imposed by the franchisee for cable television service shall be subject to regulation in accordance with federal law.

SECTION 15 - SERVICE TO PUBLIC FACILITIES, ACCOUNTABILITY PROVISIONS AND INSPECTION OF RECORDS

- (a) Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.

- (b) Municipality and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.
- (c) Municipality will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Municipality of the confidential nature of the information. In the event that the Municipality receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Municipality will give Time Warner Cable notice of such request as soon as possible prior to disclosure in order to allow Time Warner Cable to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Time Warner Cable shall comply with the standards for public, educational and governmental (PEG) access as set forth in Section 895.4 of the Rules of the NYSPSC.

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Time Warner Cable to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Time Warner Cable's standard and customary practices and applicable rules and regulations of the FCC.
- (b) Notice of Time Warner Cable's procedures for reporting and resolving billing disputes and Time Warner Cable'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.
- (c) Time Warner Cable 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.
- (d) In accordance with the applicable requirements of Federal and State laws, Time Warner Cable shall provide written notice of any increases in rates or charges for any Cable Television Service.

- (e) The Administrator, as the case may be, for the Municipality for this Franchise shall be Mayor of the Municipality. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Municipality. All correspondence and communications between Time Warner Cable and the Municipality pursuant to this Franchise shall be addressed by Time Warner Cable to the Administrator.
- (f) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Time Warner Cable having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (g) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Parts 890 and 896 of the Rules and Regulations of the NYSPSC.
- (h) At least once each year, Time Warner Cable shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints.
- (i) Time Warner will provide one (1) outlet for basic and standard cable, at no charge, to any building owned by the Municipality, situated in areas served and located within 200 feet of existing cable and requiring a standard service installation.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the Municipality an amount equal to **4%** of Gross Revenues. Gross Revenues means all revenue, actually received by and paid to Franchise by subscribers residing within the municipality for Cable Television Services purchased by subscribers on a regular, recurring monthly basis.
- (b) 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 Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers. (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.
- (b) 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. Any modification of the agreement pursuant to this Section would constitute an amendment of the franchise subject to Section 222 of the PSC law and Subpart 892.1.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Municipality.
- (e) Time Warner Cable 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 because of age, race, creed, color, national origin or sex.
- (f) Access to cable service will not be denied to any group or potential residential subscribers because of the income of the residents of the local area in which such group resides.
- (g) The terms of the franchise are subject to the approval of the Public Service Commission (PSC).

- (h) Per Section 895.1(t), any valid reporting requirements contained in the franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 20 - 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 overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and Municipality may change where notice is to be given by giving notice to the other.

When notices sent to Time Warner Cable:

Time Warner Cable
Attention: Vice President/General Manager
120 Plaza Dr., Suite D
Vestal, New York 13850
Telephone: (607) 644-0025
Facsimile: (607) 644-1501

When notices sent to the Village of Cooperstown:

Mayor Carol Waller
Village of Cooperstown
22 Main Street
Cooperstown, New York 13326
Telephone: 607-547-2411

SECTION 21 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable 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 strike. 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, 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 Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's 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 thereafter as shall have been necessitated by any such events or conditions.

SECTION 22 - RIGHTS OF ENFORCEMENT

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 23 - FURTHER ASSURANCES

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

SECTION 24 - 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 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.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) 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 the 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 rights or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 25 - 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 to the public in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17th
day of June, 2008.

**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP**

By: Mary K. Allen
Division President

Village of Cooperstown

By: Carol B. Miller
Officer Name

Title: Mayor

STATE OF NEW YORK
Village of Cooperstown
County of Otsego

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
PARTNERSHIP in the Village of Cooperstown, Otsego County, New York **RESOLUTION**

An application has been duly made to the Board of the Village of Cooperstown, Otsego County New York, by **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP ("Time Warner")**, a partnership organized under the laws of the State of New York doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850, and holder of a cable television franchise in the Village of for the approval of an agreement to renew Time Warner's cable television franchise for an additional fifteen (15) years commencing June 17, 2008. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of Cooperstown, New York on June 17th, 2008 at 8:00 P.M. and notice of the hearing was published in the The Daily Star on 3rd and 10th of June, 2008.

NOW, THEREFORE, the Board of the Village of Cooperstown finds that:

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and
3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

4. 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 Village of Cooperstown hereby renews the cable television franchise of Time Warner in the Village of Cooperstown for fifteen (15) years commencing June 17th, 2008 and expiring June 16th, 2023.

BE IT FURTHER RESOLVED that the Board of the Village of Cooperstown hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on August 19, 1997.

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

Dated: June 17, 2008.


Village of Cooperstown Clerk