

PENDING PETITION MEMO

Date: 10/9/2007

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE
SUBJECT: 07-V-1204

Petition of Time Warner Entertainment-Advance/Newhouse Partnership for
Renewal of its Franchise with Town of Granby, Oswego County. Initial
docket #10923.

FILED
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October 4, 2007

VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

Secretary Jaclyn Brilling
N.Y.S. Department of Public Service
Three Empire State Plaza - 19th Floor
Albany, New York 12223

Re: Franchise Renewal Application

Dear Ms. Brilling:

Enclosed please find an original and 4 (four) copies of the application for renewal of the cable television franchise agreement between Time Warner Entertainment – Advance/Newhouse Partnership and the Town of Granby (Oswego County).

If you have any questions, please do not hesitate to contact me at (315) 634-6107.

Sincerely,

Thomas P. Doheny
Manager of Government Reporting

Enclosures

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

Town of Granby

THIS AGREEMENT, executed this _____ day of _____, _____, by and between the **Town of Granby** (hereafter referred to as the Municipality) by the Town Supervisor 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 6005 Fair Lakes Road, P.O. Box 4733, East Syracuse, NY 13221, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the Town of Granby Law the Board has the exclusive power on behalf of the Town of Granby 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 Town of Granby 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 Town of Granby 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 Town of Granby 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 Board, 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 Town of Granby 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 Town of Granby.
- (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 Town of Granby in accordance with the terms hereof.
- (h) “FCC” means the Federal Communications Commission, its designees and any successor hereto.
- (i) “Gross Revenues” means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the City. Gross Revenues shall not include (1) late fees; (2) excise taxes; or (3) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit. Gross Revenues shall be computed in accordance with Generally Accepted Accounting Principles.

- (j) "May" is permissive.
- (k) "Municipality" means the Town of Granby. Wherever the context shall permit, Board, Council and Town of Granby 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 Town of Granby.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the Town of Granby 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 Town of Granby 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 Town of Granby as it now exists and may hereafter be changed, and in so doing to use the Streets of the Town of Granby 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 Town of Granby, 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 Town of Granby 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 Town of Granby 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 Town of Granby 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 Town of Granby 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 TOWN OF GRANBY

- (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 Town of Granby 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 Town of Granby hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Town of Granby 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 Town of Granby 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

- (a) The term of this Franchise shall be ten (10) years.
- (b) 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 Town to obtain a franchise from the Town 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.
- (c) 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 Town 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.

- (d) 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 Town.

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 Town of Granby, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the Town of Granby 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 Town of Granby 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 Town of Granby 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 Town of Granby'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 Town of Granby 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 Town of Granby 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 Town of Granby 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 Town 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 Town of Granby evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Town of Granby 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 Town of Granby pursuant to the issuance by the Town of Granby 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 Town of Granby 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 Town of Granby, 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 Town of Granby may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Town of Granby shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Town of Granby as a result of the relocation or other improvements by the Town of Granby 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 Town of Granby. 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 Town of Granby, 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 Town of Granby. 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 Town of Granby 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 Town of Granby to the extent 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 Town of Granby 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 agrees to service any area adjoining a primary service area which contains dwelling units at a minimum rate of 20 dwellings per linear mile of aerial cable.

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 Town of Granby shall have the right and authority to request an inspection or test performed, all at the Town of Granby'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) Town of Granby, 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) Town of Granby 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) Town of Granby will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Town of Granby of the confidential nature of the information. In the event that the Town of Granby receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Town of Granby 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 Town of Granby for this Franchise shall be Mayor or Supervisor of the Town of Granby. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Town of Granby. All correspondence and communications between Time Warner Cable and the Town of Granby 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 of basic and standard cable service, at no charge, to any building owned by the Town of Granby, 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 Town of Granby an amount equal to **3%** of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis and shall not include the amount attributable to franchise fees in the calculation of gross revenue.
- (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 Town of Granby, 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 Town of Granby 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 Town of Granby.
- (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 Town of Granby 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: Manager of Government Reporting
6005 Fair Lakes Road
P.O. Box 4733
East Syracuse, New York 13211
Telephone: (315) 634-6107
Facsimile: (315) 463-8020

When notices sent to the Town of Granby:

Town of Granby
Attention: Town Supervisor
820 County Route 8
Fulton, New York 13069
Telephone: (315) 598-6500
Facsimile: (315) 592-9270

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 Town of Granby 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.

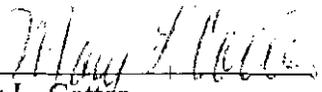
The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Franchise.

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 _____ day of

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

By: 
Mary L. Cotter

Title: Division President

TOWN OF GRANBY

By: 
Kathy Duncan

Title: Supervisor

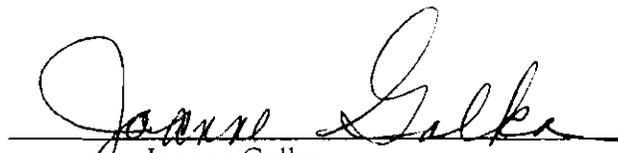
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STATE OF NEW YORK)

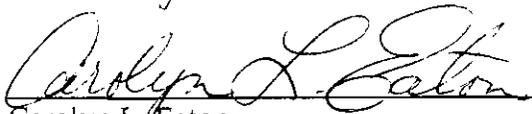
) ss:

COUNTY OF OSWEGO)

I, Joanne Galka, of the City of Fulton, County of Oswego, and State of New York, being duly sworn, deposes and says that she is the bookkeeper of The Valley News, a twice-weekly newspaper published in the City of Fulton; that notice which is hereto annexed is a true copy of a legal advertisement clipped from said newspaper; that said legal notice was regularly published in said Valley News once each week for two week(s), starting 6/23/07 and being completed 6/27/07.


Joanne Galka

Sworn and subscribed to
before me this 3 day
of July 20 07.


Carolyn L. Eaton
Commissioner of Deeds
Commission Expires 12/31/07

**NOTICE OF PUBLIC HEARING
TIME WARNER CABLE
FRANCHISE RENEWAL FOR
TOWN OF GRANBY**

PLEASE TAKE NOTICE that the Town Board for the Town of Granby will hold a Public Hearing on July 11, 2007, at 6:45 p.m., or as soon thereafter as possible, at the Granby Town Hall, 820 County Route 8, Fulton, New York, regarding renewal of the cable television Franchise Agreement by and between the Twon of Granby and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Clerk's office, 820 County Route 8, Fulton, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

DATED: June 20, 2007

By order of the Town Board
Town of Granby
Ruth Sheldon, RMC

At a meeting of the Town Board held in and for the Town of Granby on July 25, 2007 at 6:00 p.m. at the Granby Town Hall.

STATE OF NEW YORK
Town of Granby
County of Oswego

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

An application has been duly made to the Board of the Town of Granby, County of Oswego, 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 6005 Fair Lakes Road, East Syracuse, NY 13221, and holder of a cable television franchise in the Town of Granby for the approval of an agreement to renew Time Warner's cable television franchise for an additional ten (10) years commencing August 23, 2007. 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 Town of Granby, New York on July 11, 2007 at 7:00 P.M. and notice of hearing was published in The Valley News on June 23, 2007 and June 27, 2007.

NOW, THEREFORE, the Board of the Town of Granby 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 Town of Granby hereby renews the cable television franchise of Time Warner in the Town of Granby for ten (10) years commencing August 23, 2007 and expiring August 22, 2017.

BE IT FURTHER RESOLVED that the Board of the Town of Granby hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended in February 1996.

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

Dated: July 25, 2007.


Ruth Sheldon, Town of Granby Clerk

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION
(Form R-2):

1. The exact legal name of applicant is:

Time-Warner Entertainment-Advance/Newhouse Partnership

2. Applicant does business under the following name or names:

Time Warner Cable - Syracuse Division

3. Applicant's mailing address is:

6005 Fair Lakes Road

P.O. Box 4733

East Syracuse, NY 13221

4. Applicant's telephone number(s) is (are):

(315) 463-2288 Time Warner Cable

6005 Fair Lakes Road

East Syracuse, NY 13057

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

Town of Granby - Oswego County

(Municipality & County)

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

See Attached List (Exhibit 1)

6. The number of subscribers in each of the municipalities noted above is:

- | | |
|---------------------------------------|---------------------------|
| - Primary residential connections | <u>See Question #5(b)</u> |
| - Secondary residential connections | <u>N/A</u> |
| - Residential pay-cable subscriptions | <u>N/A</u> |
| - Commercial connections | <u>N/A</u> |
| - Other | <u>N/A</u> |

7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate):

See Attached Channel Line-Up Card (Exhibit A)

8. Applicant does X does not _____ 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:

Applicant has carried over 100 hours of locally originated programming of various types, including PEG Access.

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

- | | |
|-------------------------------------|---|
| - Primary residential connections | <u>See Attached Rate Card (Exhibit B)</u> |
| - Secondary residential connections | <u>See Attached Rate Card (Exhibit B)</u> |
| - Pay-cable subscriptions | <u>See Attached Rate Card (Exhibit B)</u> |
| - Commercial connections | <u>See Attached Rate Card (Exhibit B)</u> |
| - Other | <u>See Attached Rate Card (Exhibit B)</u> |

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) 0.00 miles In the municipalities specified in Question 5(b) See Attached List (Exhibit 2)

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

The System is rebuilt to a minimum of 750 MHZ.

12. Indicate whether applicant has previously filed with the NYS Department of Public Service its:

(a) Current Statement of Assessment pursuant to Section 217 Chapter 83?

X Yes No

(b) Current Annual Financial Report? X Yes No

If answer to any of the above is negative, please explain:

N/A

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? If so describe below:

No event or change has occurred during the past twelve 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 the Village of Fair Haven Certificate of Confirmation and Franchise Agreement.



Mary L. Cotter
President
Time Warner Cable - Syracuse Division

Dated: August 16 , 2007

Please attach a copy of applicant's current annual performance test.

STATE OF NEW YORK)
) S.S.:
COUNTY OF ONONDAGA)

MARY L. COTTER, being sworn, says:

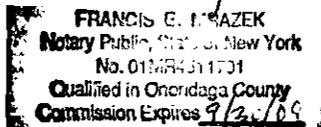
1. I am President of the Syracuse Division of Time Warner Cable and I am familiar with the business operations of the Company
2. This application was prepared by me or under my direct supervision.
3. All of the statements and information contained herein are true and accurate to the best of my knowledge and belief.

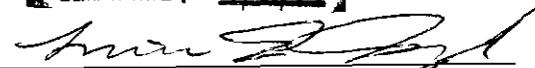


Mary L. Cotter

Sworn to before me this

16th day of August, 2007





Notary Public

EXHIBIT A

Basic Channel Line-up

Available on all services

Standard Channel Line-up

1	ABC
2	ABC News
3	ABC Family
4	ABC News 24
5	ABC News Now
6	ABC News at 5:30
7	ABC News at 7
8	ABC News at 11
9	ABC News at 11:35
10	ABC News at 12:35
11	ABC News at 2:55
12	ABC News at 4:55
13	ABC News at 7:55
14	ABC News at 10:55
15	ABC News at 11:55
16	ABC News at 12:55
17	ABC News at 2:55
18	ABC News at 4:55
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96	ABC News at 4:55
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98	ABC News at 10:55
99	ABC News at 11:55
100	ABC News at 12:55

Digital Channel Line-up

1	ABC News at 5:30
2	ABC News at 7
3	ABC News at 11
4	ABC News at 11:35
5	ABC News at 12:35
6	ABC News at 2:55
7	ABC News at 4:55
8	ABC News at 7:55
9	ABC News at 10:55
10	ABC News at 11:55
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95	ABC News at 12:55
96	ABC News at 2:55
97	ABC News at 4:55
98	ABC News at 7:55
99	ABC News at 10:55
100	ABC News at 11:55
101	ABC News at 12:55

The above information is subject to change. For the most up-to-date information, please visit www.abc.com.

EXHIBIT B

Oswego Rates & Services

Oswego 4/07
OS 1814

Basic Service	\$7.61
Standard Service	55.43
<small>(Consists of Basic Service and Standard Service)</small>	
Home Box Office	12.95
Cinemax	9.95†
Showtime Unlimited (includes Time Warner Channels)	10.95†
Starz	8.75
<small>† Tax on pay-per-view services is not included in this rate.</small>	
Explorer Pak	8.50
<small>(Includes Digital Navigator Package)</small>	
Digital Movie Pak	6.00
<small>(Includes Digital Navigator Package)</small>	
High-Definition Package	4.95
<small>(Includes Digital Navigator Package)</small>	
Sports Plus Package	1.95
Latino Especial Package	9.95
Digital Navigator Package	1.00
<small>(Includes Interactive Program Guide, Music Choice Channel and your access to iNDemand, On Demand and Premium Services)</small>	
Digital Video Recorder (DVR) Service	7.95
Family Choice	12.99
<small>(Basic Cable service and lease of a digital set-top box required. Standard Cable Service Premium Channel On Demand services and some interactive services are not available with Family Choice. Other restrictions apply.)</small>	
Home Terminal	7.64
Digital Terminal	7.64
HD Terminal	7.64
Remote	.31
Digital Remote	.31
Cable Card (to Dept. 1 Cable Card, Set-Top)	2.73
Standard Install/Reconnect	33.74
<small>(one-time charge)</small>	
Standard Installation (average home)	50.51
Additional Outlet(s)	22.10
<small>(at time of initial installation)</small>	
Additional Outlet(s) (separate trip)	34.06
Equipment Deactivation Fee	3.99
<small>(Sales tax will be applied to installation charge.)</small>	
COD Fee (One-Time Payment) (required at time of install)	5.95

Digital Terminal is required in order to receive some channels and/or services. Rates and charges apply to standard residential installations and service. The above rates for cable service packages and equipment do not include franchise fees or State and Federal regulatory fee.

335 West First Street • Oswego, NY 13126
(315) 343-1208 • www.twony.com



CURRENT ANNUAL PERFORMANCE TEST

Exhibit 1

Question 5(b): Applicant serves the following additional Municipalities from the same headend or from a different headend but in the same or adjacent county:

<u>Municipality</u>	<u>Subscribers</u>	<u>Municipality</u>	<u>Subscribers</u>
City of Syracuse	N/A	Town of Skaneateles	35
Hancock AFB	2	Town of Tully	365
Town of Brutus	487	Town of Van Buren	3,025
Town of Camillus	7,188	Village of Camillus	510
Town of Cato	398	Village of Cato - T. Cato	77
Town of Cicero	8,003	Village of Cato - T. Ira	Included above
Town of Clay	18,478	Village of E. Syracuse	938
Town of Dewitt	7,020	Village of Elbridge	682
Town of Elbridge	682	Village of Fayetteville	1,567
Town of Geddes	4,110	Village of Jordan	487
Town of Ira	68	Village of Liverpool	886
Town of LaFayette	1,136	Village of Manlius	2,191
Town of Lysander	3,883	Village of Marcellus	533
Town of Manlius	5,826	Village of Meridian	47
Town of Marcellus	1,380	Village of Minoa	1,041
Town of Mentz	93	Village of N. Syracuse	2,288
Town of Onondaga	6,312	Village of Phoenix	736
Town of Otisco	461	Village of Port Byron	502
Town of Pompey	939	Village of Solvay	2,337
Town of Salina	3,988	Village of Tully	386
Town of Schroepfel	Transportation	Village of Weedsport	686
Town of Granby	1,653	Town of Hannibal	754
Town of New Haven	709	Town of Palermo	808
Town of Sterling	309	Town of Volney	1,441
Village of Fair Haven	310	Village of Hannibal	186
Town of Van Buren	3,025	Village of Baldwinsville	1,042
City of Oswego	1,377	Town of Minetto	525
Town of Oswego	1,377	Town of Scriba	2,091
City of Fulton	4,023		

Exhibit 2

Question 10: The number of miles of new cable television plant placed in operation by applicant during the past twelve (12) months in the municipalities specified in Question 5(b) are:

<u>Municipality</u>	<u>Miles of Plant</u>	<u>Municipality</u>	<u>Miles of Plant</u>
Town of Brutus	0.10 Miles	Town of Camillus	0.20 Miles
Town of Cato	0.40 Miles	Town of Van Buren	0.10 Miles
Town of Cicero	12.40 Miles	Town of Clay	11.24 Miles
Town of DeWitt	1.30 Miles	Village of E. Syracuse	0.10 Miles
Town of Geddes	0.10 Miles	Village of Fayetteville	0.10 Miles
Village of Liverpool	0.03 Miles	Village of Manlius	0.10 Miles
Village of Minoa	0.20 Miles	Town of Lysander	0.80 Miles
Town of Manlius	1.00 Miles	Town of Marcellus	0.10 Miles
Town of Mentz	0.03 Miles	Village of Weedsport	0.02 Miles
Town of Onondaga	0.40 Miles	Town of Otisco	0.40 Miles
Town of Pompey	0.50 Miles	City of Fulton	0.10 Miles
Town of Granby	0.50 Miles	Town of Hannibal	0.90 Miles
Town of Volney	0.60 Miles	City of Oswego	0.50 Miles
Town of Minetto	0.10 Miles	Town of Oswego	0.20 Miles
Town of Scriba	0.40 Miles	Town of Sterling	1.72 Miles