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December 15, 2010

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

RE: Grant of Initial Franchise – Time Warner Cable, Central New York Division  
With the Town of Jefferson

Dear Secretary Brillling:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise, channel lineup and rates
2. Municipal Resolution granting franchise dated June 28, 2010
3. Fully executed copy of Franchise Agreement dated June 28, 2010
4. Copy of latest annual test data compiled for this part of the Division's CATV System (via separate email)
5. Published legal notices
6. SEQR and map of area

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  
Attachment

cc: Honorable Helene Lawrence, Town of Jefferson Clerk (w/copy of Encs.)

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

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

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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 2010 are:

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

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

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

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

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

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

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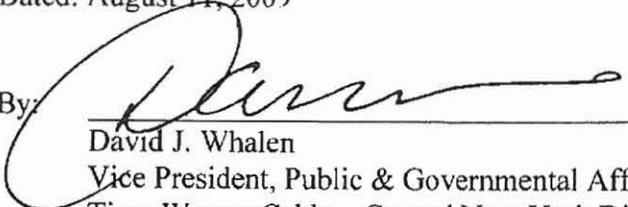
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13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

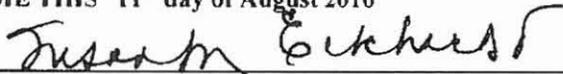
**WHEREFORE**, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Town of Jefferson Certificate of Confirmation and Franchise Renewal Agreement.

Dated: August 11, 2009

By: 

David J. Whalen  
Vice President, Public & Governmental Affairs  
Time Warner Cable – Central New York Division

SWORN TO BEFORE ME THIS 11<sup>th</sup> day of August 2010

NOTARY PUBLIC 

SUSAN M. ECKHARDT  
Notary Public, State of New York  
No. 4967655  
Residing in Broome County  
My commission expires 06-04-14

# Your Channel Line-up



## JEFFERSON SUMMIT

This line-up subject to change. For the most up-to-date listings, go to [www.twny.com](http://www.twny.com).

### BASIC CHANNELS

- 2 WNYT - NBC
- 3 WRGB - CBS
- 4 WYPX - ION
- 5 YNN
- 6 OVC
- 7 WTEN - ABC
- 8 WMHT - PBS
- 9 WXXA - FOX
- 11 WCWN - CW
- 13 PEG
- 23 PEG
- 24 HSN
- 25 WGN America
- 26 WNYA - MY
- 700 WNYT - HD NBC <sup>HD</sup>
- 701 WRGB - HD CBS <sup>HD</sup>
- 702 WXXA - HD FOX <sup>HD</sup>
- 703 WTEN - HD ABC <sup>HD</sup>
- 704 WMHT - HD PBS <sup>HD</sup>
- 705 WMHT - PBS 2 <sup>HD</sup>
- 706 WMHT - PBS 3 <sup>HD</sup>
- 710 WYPX - HD - ION <sup>HD</sup>

### STANDARD CHANNEL LINE-UP

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

- 30 CMT
- 31 TCM
- 32 Comedy Central
- 33 National Geographic
- 34 Hallmark Channel
- 35 VH-1
- 36 Nickelodeon
- 37 Lifetime
- 38 TBS
- 39 CNBC
- 40 The Weather Channel
- 41 The Discovery Channel
- 42 A&E
- 43 FX
- 44 E!
- 45 HLN
- 46 truTV
- 47 C-SPAN
- 48 Food Network
- 49 VS.
- 50 Speed Channel
- 51 Disney Channel
- 52 EWTN
- 53 YFS Network
- 54 BET
- 55 SOAPnet
- 56 Discovery Health
- 57 History
- 58 TLC
- 59 Cartoon Network
- 60 MSG
- 61 WE
- 62 SYFY (8/5/10)
- 63 ESPN2
- 64 Lifetime Movie Network
- 65 MSG Plus

- 66 AMC
- 67 Animal Planet
- 68 Travel Channel (8/5/10)
- 69 MSNBC
- 70 Fit TV
- 71 TV Land
- 72 FOX News Channel

### DIGITAL CHANNEL LINE-UP

- 1 ONTWC
- 101 Investigation Discovery
- 103 Military Channel s
- 104 The Science Channel
- 105 Planet Green
- 106 ESPNEWS s
- 107 Sleuth
- 108 Current
- 109 Bloomberg Television s
- 110 C-SPAN3
- 111 G4 s
- 112 Trinity Broadcast Network s
- 113 DIY
- 114 American Life TV s
- 115 CNBC World
- 116 C-SPAN2
- 117 WJTR-DT2 (WPNY-My Network)
- 118 MLB Network s
- 121 ESPNU s
- 122 ESPN Classic
- 126 Outdoor Channel s
- 127 FOX Business Channel
- 128 Nat GEO WILD s
- 129 FOX Soccer Channel s
- 131 History International s
- 130 BBC America
- 132 BIO s
- 133 Daystar s
- 134 Lifetime Real Women
- 135 Cooking Channel s
- 136 Style

- 146 Boomerang
- 147 NickToons
- 148 Teen Nick
- 149 Nick Jr.
- 150 Discovery Kids
- 151 Ovation s
- 152 Centric s
- 156 Disney XD
- 162 MTV Hits s
- 163 VH-1 Classic
- 164 GAC: Great American Country
- 166 IFC s
- 167 ReelzChannel s
- 168 fuse
- 170 LOGO s
- 173 IndiePlex s
- 174 RetroPlex s
- 181 Sundance
- 182 Cornerstore TV s
- 183 Jewelry Television s
- 184 Art & Coin TV s
- 185 America's Auction Network s
- 187 Untamed TV s
- 192 MTV 2 s
- 194 Chiller s
- 558 NBA TV
- 1010NYS Legislative Channel s
- 1011NY1 s
- 1012Time Warner Cable Sports
- 1024YNN SkyTracker Doppler Radar
- 1026TWCS 2
- 1250Driver's Village TV s
- 1500Leased Access

### MOVIE PAK<sup>SM</sup>

- 153 Encore WAM
- 165 FOX Movie Channel
- 166 IFC
- 172 TWC Movie Pass s

- 175 Encore Love Stories
- 176 Encore Drama
- 177 Encore Mystery
- 178 Encore Action
- 179 Encore Westerns
- 180 Encore
- 181 Sundance

**SPORTS PLUS PACKAGE<sup>1s</sup>**

- 550 ESPNEWS
- 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
- 562 Big 10 Network
- 564 The Sportsman Channel
- 565 Gol TV
- 566 FOX Soccer Plus
- 572 Big 10 Network On Demand

**SPORTS PACKAGE<sup>1s</sup>**

- 1100-1110 NBA League Pass C
- 1106-1109 MLS Direct Kick
- 1120-1134 MLB Extra Innings/  
NHL Center Ice C
- 1141-1146 ESPN Full Court/  
ESPN Game Plan

**MOVIES ON DEMAND<sup>SM</sup>**

- 398 Movies On Demand HD J
- 399 Movies On Demand
- 501-506

**PAY-PER-VIEW<sup>SM</sup>**

- 1300-1303 PPV Events

**ADULT ON DEMAND<sup>SM</sup>**

- 1304-1305, 1310-1320

**FREE ON DEMAND<sup>s</sup>**

- 145, 160, 161, 397, 450, 501, 577, 699, 799, 860, 946-947, 951, 954, 962, 970, 972-973, 977-978, 984, 990, 992, 999, 1015-1016, 1200, 1276, 1278, 1280-1282

**MUSIC CHOICE**

- 401-446

**PREMIUM CHANNELS<sup>s</sup>**

- 154-278, 751-788 HD, 920-923

**LATINO ESPECIAL<sup>s</sup>**

- 285-292

**INTERNATIONAL PREMIUMS<sup>s</sup>**

- 298-299

**FAMILY TIER<sup>\*</sup>**

- 1900-1913

**HD TIER<sup>†,‡</sup>**

- 789-791, 793-795

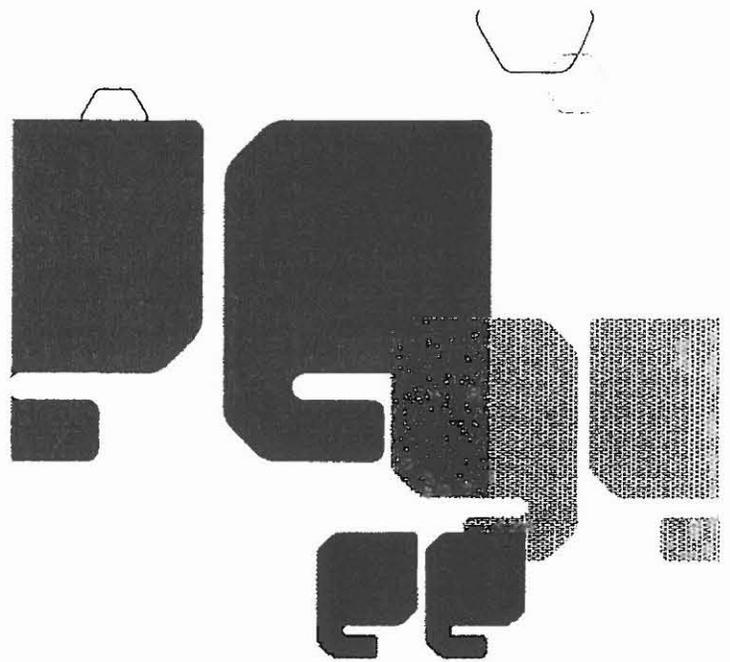
**HD CHANNELS<sup>‡,§</sup>**

- 796-849, 881, 896-902

\* Monthly subscription required  
 † Digital Converter and monthly subscription required  
 ‡ Not available to Cable Card subscribers  
 § Includes HD channel-select games available  
 † HD compatible TV required.  
 ‡ Fees applied if utilized



JEFFERSON SUMMIT TWC Effective 7/10



**YOUR CHANNEL GUIDE**



| <b>BINGHAMTON (All are BASIC/STD-P)</b> | <b>2010 BA rate</b> | <b>2010 STD Rate</b> | <b>2010 total</b> |
|---|---------------------|----------------------|-------------------|
| ONEONTA/COOPERSTOWN-BING                | \$11.54             | \$49.01              | \$60.55           |

RECEIVED JUL 12 2010

INITIAL FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Jefferson

AND

TWEAN d/b/a Time Warner Cable

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of JUNE 28, 2010 between the Town of Jefferson (the "Grantor") and TWEAN d/b/a Time Warner Cable, a corporation organized and existing in good standing under the laws of State of New York.

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a grant of a franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE.

This Franchise Agreement shall become known and may be cited as the Town of Jefferson/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

- 2.7 "Franchise Area" means the territorial area of the Town of Jefferson. Such area shall include all areas annexed by the Town of Jefferson. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means Time Warner Cable, CNY Division, TWEAN or any successor thereto.
- 2.9 "Gross Revenues" means all regular recurring monthly revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 "NYPSC" means the New York Public Service Commission or any successor agency.
- 2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 "Public Property" means any real property owned by any governmental unit.
- 2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

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

3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service-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. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.3.1 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; 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.

3.3.2 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.

3.3.3 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.

3.3.4 The contribution aid of construction shall be in addition to the normal installation rates.

- 3.3.5 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.
- 3.3.6 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 standard installation charge.
- 3.3.7 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.
- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYSPSC. Therefore, the Franchise shall commence on the date of approval by the NYSPSC and shall expire (fifteen) 15 years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYSPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise area as required by the regulations of the NYSPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

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

If to Grantor:           Town of Jefferson  
                                  Attn: Municipal Representative

with a copy to:         Town of Jefferson  
                                  677 N. Harpersfield Road, PO Box 34  
                                  Jefferson, NY 12093  
                                  Attention: Supervisor Daniel Singletary  
                                  Tel: 607-652-7931

If to Grantee:           Time Warner Cable  
                                  120 Plaza Drive, Suite D  
                                  Vestal, NY 13850  
                                  Attention: Government and Public Affairs  
                                  Telephone: 607-644-0025, ext. 57327

With a copy to:         Time Warner Cable  
                                  Attn: Law Department/Regulatory  
                                  60 Columbus Circle  
                                  New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantee agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:
- "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might

construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

- 3.9 Continuing Administration. The Supervisor is responsible for the continuing administration of the Franchise.
- 3.10 Time Warner will provide one (1) outlet of basic and standard cable service, at no charge, to any library, public or parochial school, and 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 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

#### SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

#### SECTION 6. CONSTRUCTION PROVISIONS.

- 6.1 Construction Standards.
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of 78 channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.
- G. High speed internet will be available to customers on system activation date. Digital phone will be available as soon as access to the incumbent telephone provider rate centers is achieved.

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

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

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

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

- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.
- 6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.
- 6.8 System Abandonment. Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.
- 6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

#### SECTION 7. REPORTING PROVISIONS.

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

#### SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.
- 8.2 Customer Service. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSA.

#### SECTION 9. GENERAL FINANCIAL AND INSURANCE PROVISIONS.

- 9.1 Payment to Grantor.
- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
  - B. 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. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable for each quarter not later than 60 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
  - D. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
  - E. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.

- F. Grantee shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- G. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

9.2 Indemnity.

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

9.3 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
  2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
  3. One Million Dollars (\$1,000,000.00) for all other types of liability.
  4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

#### SECTION 10. REVOCATION AND REMOVAL.

##### 10.1. Town of Jefferson's Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the franchisee by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

10.2. Removal After Revocation or Termination.

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

## SECTION 11. TRANSFER.

### 11.1 Sale or Transfer of Franchise.

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

## SECTION 12. RIGHTS OF INDIVIDUALS PROTECTED.

### 12.1 Discriminatory Practices Prohibited.

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

## SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

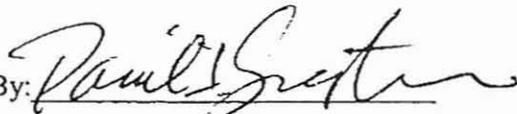
13.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

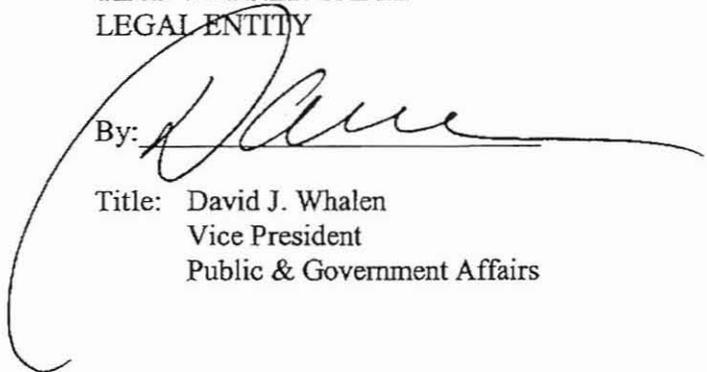
- 13.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 13.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 13.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 13.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 13.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 13.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of JUNE 28 2000

GRANTOR OF TOWN OF JEFFERSON

TIME WARNER CABLE  
LEGAL ENTITY

By:   
Title: SUPERVISOR

By:   
Title: David J. Whalen  
Vice President  
Public & Government Affairs

Approved as to form:

STATE OF NEW YORK  
Town of Jefferson  
County of Schoharie

---

In the Matter of the Grant of a Cable Television Franchise to **TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP** in the Town of Jefferson, Schoharie County, New York

RESOLUTION

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An application has been duly made to the Board of the Town of Jefferson, County of Schoharie, 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, for the approval of an agreement to grant Time Warner's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. \_\_\_\_\_, \_\_\_\_\_. The Franchise Agreement conforms with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Jefferson, New York on MAY 13, 2010 at 7 P.M. and notice of the hearing was published in the MOUNTAIN EAGLE on MAY 6, 2010

**NOW, THEREFORE**, the Board of the Town of Jefferson 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 Jefferson hereby grants the cable television franchise to Time Warner in the Town of Jefferson for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

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

Dated: June 28, 2010

  
Town of Jefferson Clerk

## ATTACHMENT 1

### SERVICE AREA

The Service Area shall include all areas of the Franchise Area. A map of the Service Area is attached hereto for the sole purpose of illustration.

The construction of Grantee's cable plant has been completed to 100% of the required construction.

# AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK  
COUNTY OF DELAWARE  
TOWN OF STAMFORD

Casey Cordato of  
The Town of Stamford, County of Delaware and State Of New York, bring duly sworn  
deposes and says the he/she is a principal clerk of the Mountain Eagle, a weekly  
newspaper, printed and published in the Town of Stamford, County of Delaware and  
State of New York, and that the notice, of which the annexed is a printed copy, has been  
duly and regularly published in said newspaper: in each week for 2 successive  
week(s), said publication commencing on the 22 day of April, 2010.

Casey L. Cordato  
Principal Clerk

Sworn to me before this 28<sup>th</sup> day of July, 2010.

[Signature]  
Notary Public, Delaware County, NY

M  
20

Lisa Marchesani  
Notary Public, State of New York  
Qualified in Greene County  
No. 01MA6207438  
My Commission Expires  
June 15, 2012

THE MOUNTAIN EAGLE  
A Division of Hudson Catskill Newspapers  
67 Main Street, Stamford, NY 12167- (607) 652-5252

|  |  |
|--|--|
| <p>NOTICE OF<br/>PUBLIC HEARING<br/>Time Warner Cable<br/>Franchise Grant For<br/>the Town of Jefferson<br/>PLEASE TAKE NO-<br/>TICE that the Town<br/>of Jefferson will hold<br/>a Public Hearing on<br/>May 13, 2010 at 7 pm<br/>at the Jefferson Town<br/>Hall Jefferson New<br/>York regarding grant-<br/>ing of the cable tele-<br/>vision franchise<br/>agreement by and be-<br/>tween the Town of<br/>Jefferson and Time<br/>Warner Cable. A<br/>copy of the agree-<br/>ment is available for<br/>public inspection dur-<br/>ing normal business<br/>hours at the Town of<br/>Jefferson Clerk's of-<br/>fice 677 No Harper-<br/>field Rd Jefferson<br/>NY. At such public<br/>hearing, all person<br/>will be given an op-<br/>portunity to be heard.<br/>Written and oral<br/>statements will be<br/>taken at that time.<br/>Time limitations may<br/>be imposed for each<br/>oral statement, if nec-<br/>essary. Dated: April<br/>13, 2010 By Order of<br/>the Board Town of<br/>Jefferson<br/>ME2T04/29#8353</p> |  |
|--|--|

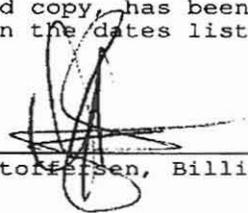
HUDSON CATSKILL NEWSPAPERS  
Legal Advertisement Affidavit  
STATE OF NEW YORK  
COUNTY OF DELAWARE

THE MOUNTAIN EAGLE

SUSAN ECKHARDT  
TIME WARNER CABLE  
120 PLAZA DR STE D  
VESTAL NY 13850

REFERENCE: 87381  
1356108 2553 granting of

Ashley Kristoffersen, being duly sworn says that she is the billing clerk for Hudson Catskill Newspapers, a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Hudson, New York, and that said corporation is the publisher of the MOUNTAIN EAGLE, a newspaper published in the Town of Stamford, County of Delaware, and State of New York and that a LEGAL NOTICE, of which the annexed is a printed copy, has been published in said newspaper on the dates listed below:



Ashley Kristoffersen, Billing Clerk

PUBLISHED ON: 07/22 07/29

AD SPACE: 40 LINE  
FILED ON: 07/31/10

LEGAL NOTICE- PLEASE TAKE NOTICE that Time Warner Entertainment Advance/Newhouse Partnership d/b/a Time Warner Cable, has filed an application for the Granting of its Certificate of Confirmation and Cable Television Franchise in the Town of Jefferson, Schoharie County, New York, with the New York State Public Service Commission. The application is available for public inspection at the offices of the New York State Public Service Commission and at the office of the Town of Jefferson Clerk, 677 N. Harpersfield Road, Jefferson, NY 12093 during normal business hours. Any interested persons may file comments on the application with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223 within ten (10) days of the date of this publication.  
MEZT#2033

Sworn to before me this

6<sup>th</sup> day of August, 2010

Mildred L. Pullen

Notary Public

MILDRED L. PULLEN  
Notary Public, State of New York  
No. 4918297  
Qualified in Columbia County  
Commission Expires Feb. 1, 2014