



David J. Whalen

Director of Franchising
Northeast Region

April 16, 2014 (Rescan to Secretary)
December 5, 2013

Hon. Kathleen H. Burgess, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Time Warner Cable, Central New York Division
With the Village of South Corning

Dear Acting Secretary Cohen:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated July 22, 2013
3. Fully executed copy of Franchise Renewal Agreement dated July 1, 2013
4. Copy of latest annual test data compiled for this part of the Division's CATV system (ON FILE)
5. Published legal notices
6. Method of Service Form (ON FILE)

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

Respectfully,

A handwritten signature in black ink, appearing to read "David J. Whalen".

David J. Whalen
Director of Franchising
Northeast Region

DJW/e
Enclosures

cc: Honorable Paul Habel, Village Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC, d/b/a Time Warner Cable**, for Granting of its Certificate of Confirmation and Cable Television Franchise in the **Village of South Corning, Steuben County**, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Time Warner Cable Northeast LLC**.
3. Applicant's telephone number are:

**(607) 584-0612 Time Warner Cable (Binghamton Office, CNY)
120 Plaza Drive
Suite D
Vestal, New York 13850**

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 2013 are:

| | |
|--------------------------|------|
| Town of Addison | 54 |
| Town of Cameron | |
| Town of Catlin | 214 |
| City of Corning | 3753 |
| Township of Deerfield | 76 |
| Town of Dix | 28 |
| Borough of Elkland | 580 |
| Town of Hornby | 169 |
| Borough of Lawrenceville | 204 |
| Town of Montour Falls | 79 |
| Township of Nelson | 139 |
| Township of Osceola | 160 |
| Town of Reading | 35 |
| Village of Riverside | 179 |
| Town of Starkey | 289 |
| Borough of Tioga | 189 |
| Town of Tuscarora | 78 |

| | |
|--------------------------|------|
| Village of Addison | 488 |
| Town of Campbell | 1055 |
| Town of Caton | 332 |
| Town of Corning | 1376 |
| Town of Dix | 299 |
| Village of Dundee | 450 |
| Town of Erwin | 2249 |
| Township of Lawrence | 336 |
| Town of Lindley | 287 |
| Village of Montour Falls | 756 |
| Village of Odessa | 188 |
| Village of Painted Post | 708 |
| Town of Rathbone | |
| Village of South Corning | 380 |
| Town of Thurston | 50 |
| Township of Tioga | 228 |
| Village of Watkins Glen | 828 |

6. The following signals are regularly carried by the Corning 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 550 hours of locally originated programming of all types including PEG access.

8. The current monthly rates for service in the Corning 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 Addison | .00 | Village of Addison | .15 |
| Town of Cameron | 3.26 | Town of Campbell | .08 |
| Town of Catlin | .00 | Town of Caton | .00 |
| City of Corning | .00 | Town of Corning | .47 |
| Township of Deerfield | .00 | Town of Dix | .31 |
| Town of Dix | .08 | Village of Dundee | .00 |
| Borough of Elkland | .00 | Town of Erwin | .00 |
| Town of Hornby | .06 | Township of Lawrence | .00 |
| Borough of Lawrenceville | .00 | Town of Lindley | .00 |
| Town of Montour Falls | .00 | Village of Montour Falls | .00 |
| Township of Nelson | .00 | Village of Odessa | .00 |
| Township of Osceola | .00 | Village of Painted Post | .00 |
| Town of Rathbone | 11.76 | Town of Reading | .00 |
| Village of Riverside | .00 | Village of South Corning | .00 |
| Town of Starkey | .64 | Town of Thurston | .00 |
| Borough of Tioga | .00 | Township of Tioga | .00 |
| Town of Tuscarora | .00 | Village of Watkins Glen | .00 |

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

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

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

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

Dated: December 5, 2013



By:

David J. Whalen
Director of Franchising
Time Warner Cable Northeast LLC.



Channel Line Up

CORNING

BASIC/TV ESSENTIALS

- 1.....ONTWC
- 2.....WENY DT3 (CW)
- 3.....WETM (NBC)
- 4.....WENY (ABC)
- 5.....C-SPAN▼
- 6.....TV Guide Network
- 7.....YNN
- 8.....WSKG (PBS)
- 9.....WGN America
- 10.....ION Television
- 11.....WETM DT2 (IND)
- 12.....WENY DT2 (CBS)
- 13.....WYDC (FOX)
- 83.....NYS Legislative Channel
- 99.....Public Access

FREE HD BASIC

- 700.....WETM (NBC) HD
- 701.....WENY DT2 (CBS) HD
- 702.....WYDC (FOX) HD
- 703.....WENY (ABC) HD
- 704.....WSKG (PBS) HD
- 705.....WSKG2
- 706.....WSKG-DT3
- 813.....TWC Sports HD
- 880.....YNN HD
- 894.....WGN America HD

STANDARD

- 14.....The Weather Channel
- 15.....MTV
- 16.....CNN
- 17.....TNT
- 18.....The Discovery Channel
- 19.....QVC
- 20.....Comedy Central
- 21.....TWC Sports Channel
- 22.....SportsNet NY
- 24.....Travel Channel
- 25.....Cartoon Network
- 26.....TBS
- 27.....E!
- 28.....TLC
- 29.....EWTN▼
- 30.....Spike
- 31.....USA
- 32.....ABC Family
- 33.....AMC
- 34.....Nickelodeon
- 35.....A&E
- 36.....Animal Planet
- 37.....CNBC
- 38.....Lifetime
- 39.....ESPN
- 40.....HLN
- 41.....VH1
- 42.....Bravo

- 43.....Food Network
- 44.....truTV▼
- 45.....Discovery Fit & Health
- 46.....HGTV
- 47.....MSNBC
- 48.....TV Land
- 49.....MSG Plus
- 50.....WJKP
- 51.....ESPN2
- 52.....SyFy
- 53.....TCM
- 54.....CMT▼
- 55.....MSG
- 56.....History
- 57.....FX
- 58.....Disney Channel
- 59.....Hallmark Channel
- 60.....HSN
- 61.....NBC Sports Network
- 62.....OWN▼
- 63.....WE TV
- 64.....Oxygen
- 65.....National Geographic Channel
- 66.....YES Network
- 67.....The Golf Channel▼
- 68.....BET
- 69.....Lifetime Movie Network▼
- 70.....FOX News Channel
- 86.....ShopNBC▼
- 90.....Oxygen▼
- 102.....SPEED▼
- 116.....C-SPAN2▼
- 188.....Shop Zeal 3▼
- 196.....RT TV Russia Today▼
- 267.....Shop Zeal 1▼
- 294.....Shop Zeal 2▼
- 295.....Shop Zeal 3▼
- 296.....Shop Zeal 4▼
- 297.....Shop Zeal 5▼

FREE HD STANDARD

- 796.....AMC HD
- 801.....MSG Plus HD
- 802.....MSG HD
- 803.....NBC Sports Network HD
- 805.....The Golf Channel HD
- 808.....SportsNet NY HD
- 809.....YES Network HD
- 810.....ESPN HD
- 811.....ESPN2 HD
- 813.....TWC Sports Channel HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery Channel HD
- 821.....TNT HD
- 822.....TBS HD
- 823.....FOX News Channel HD
- 824.....CNN HD

- 825.....TLC HD
 - 826.....HGTV HD
 - 827.....Food Network HD
 - 828.....Bravo HD
 - 829.....National Geographic HD
 - 831.....Animal Planet HD
 - 835.....CNBC HD+
 - 836.....MSNBC HD
 - 837.....Travel Channel HD
 - 839.....Lifetime Movie Network HD
 - 840.....Disney HD
 - 841.....ABC Family HD
 - 843.....Nickelodeon HD
 - 844.....Cartoon Network HD
 - 845.....USA HD
 - 846.....SyFy HD
 - 847.....FX HD
 - 848.....E! HD
 - 849.....SPEED HD
 - 857.....HSN HD
 - 872.....MTV HD
 - 873.....CMT HD
 - 874.....VH1 HD
 - 882.....Spike HD
 - 883.....Comedy Central HD
 - 884.....truTV HD
 - 885.....HLN HD
 - 893.....EWTN HD
 - 899.....The Weather Channel HD
 - 900.....QVC HD
 - 901.....We TV HD
 - 902.....TCM HD
 - 903.....Hallmark Movie Channel HD
 - 904.....Hallmark Channel HD
 - 905.....Lifetime HD
 - 906.....Oxygen HD
 - 926.....TV Land HD
- DIGITAL BASIC**
- 83.....NYS Legislative Channel
 - 93.....SOAPnet
 - 100.....MLB Network
 - 101.....Investigation Discovery
 - 103.....Military Channel
 - 104.....SCIENCE
 - 105.....Destination America
 - 106.....ESPNews
 - 107.....CLOO
 - 109.....Bloomberg TV
 - 110.....C-SPAN3
 - 111.....G4
 - 112.....Trinity Broadcasting Network
 - 113.....DIY
 - 114.....Youtoo
 - 115.....CNBC World
 - 119.....Inspiration Network
 - 120.....GMC
 - 121.....ESPNU
 - 123.....RLTV

- 126.....Outdoor Channel
- 127.....FOX Business Network
- 128.....Nat Geo Wild
- 129.....FOX Soccer
- 130.....BBC America
- 131.....H2
- 132.....BIO
- 133.....Daystar
- 134.....Lifetime Real Women
- 135.....Cooking Channel
- 136.....Style
- 145.....Disney Junior
- 146.....Boomerang
- 147.....Nicktoons
- 148.....TeenNick
- 149.....Nick Jr.
- 150.....The Hub
- 152.....CENTRIC
- 156.....Disney XD
- 162.....MTV HITS
- 163.....VH1 Classic
- 164.....GAC
- 165.....Fox Movie Channel
- 166.....IFC
- 167.....Reelz Channel
- 168.....fuse
- 170.....LOGO
- 173.....IndiePlex
- 174.....RetroPlex
- 181.....Sundance Channel
- 182.....Gem Shopping Network
- 184.....Liquidation Channel
- 185.....America's Auction Network
- 187.....Shop Zeal 2
- 192.....MTV2
- 193.....Jewelry TV
- 194.....Chiller
- 195.....TV Guide Network
- 197.....Jewish Life TV
- 512.....NFL Network
- 550.....ESPNews
- 558.....NBA TV
- 797.....IFC HD
- 800.....NBA TV HD
- 806.....ESPNews HD
- 807.....MLB Network HD
- 812.....ESPNU HD
- 816.....Palladia HD
- 820.....Velocity HD
- 830.....Destination America HD
- 832.....SCIENCE HD
- 833.....Crime & Investigation HD
- 834.....FOX Business Network HD
- 838.....BIO HD
- 842.....Disney XD HD
- 858.....Reelz HD
- 859.....TV Guide Network HD
- 867.....Sundance HD
- 877.....BBC World News HD

- 879.....Bloomberg HD
- 880.....YNN HD
- 881.....NY1 HD
- 887.....Outdoor Channel HD
- 888.....FOX Soccer HD
- 891.....BET HD
- 892.....GMC HD
- 896.....Style HD
- 897.....FUSE HD
- 898.....G4 HD
- 907.....Cooking Channel HD
- 908.....DIY HD
- 915.....BBC America HD
- 916.....H2 HD
- 917.....Nat Geo Wild HD
- 919.....The Hub HD
- 925.....MTV2 HD
- 933.....NFL Network HD
- 1011.....NY1
- 1012.....TWC Sports Channel
- 1024.....YNN Doppler Radar
- 1026.....TWC 2
- 1027.....TWC 3 ★
- 1250.....Drivers Village TV
- 1500.....Leased Access

TWCMOVIE PASS

- 153.....Encore Family
- 166.....IFC
- 171.....FEARnet
- 172.....TWC Movie Pass OD +
- 175.....Encore Love
- 176.....Encore Drama
- 177.....Encore Suspense
- 178.....Encore Action
- 179.....Encore Westerns
- 180.....Encore
- 783.....FEARnet HD
- 784.....Encore HD

TWC3D PASS

- 1505.....ESPN 3D

TWCSPORTS PASS

- 512.....NFL Network
- 513.....NFL RedZone
- 546.....ESPN Classic
- 547.....TWC Sports Net
- 548.....beIN Sports
- 550.....ESPNews
- 551.....FOX Soccer
- 552.....FCS Pacific
- 553.....FCS Central
- 554.....FCS Atlantic
- 555.....FOX Deportes
- 556.....Tennis Channel
- 557.....CBS Sports Network

- 558.....NBA TV
- 559.....FUEL
- 560.....NHL Network
- 562.....BTN
- 563.....PAC-12 Network
- 564.....Sportsman Channel
- 565.....GOL TV
- 566.....FOX Soccer Plus
- 573.....TWC Sports Pass OD +
- 792.....TWC Sports Net HD
- 798.....Tennis Channel HD
- 800.....NBA TV HD
- 804.....NHL Network HD
- 814.....BTN HD
- 815.....CBS Sports Network HD
- 861.....beIN Sports HD
- 875.....PAC-12 Network HD
- 886.....FOX Soccer Plus HD
- 870.....Gol TV HD
- 1012.....TWC Sports Channel
- 1024.....YNN Doppler Radar
- 1026.....TWC 2
- 1027.....TWC 3 ★
- 1250.....Drivers Village TV
- 1500.....Leased Access

SPORTS PACKAGES

- 1092-1110.....NBA League Pass/MLS Direct Kick +
- 1112-1134.....NHL Center Ice/MLB Extra Innings +
- 1141-1146.....ESPN Sports PPV

MUSIC CHOICE

- 401-446.....Music Choice

LATINO ESPECIAL

- 284.....TWC Deportes
- 285.....Canal Sur
- 286.....CineLatino Español
- 287.....Discovery en Español
- 288.....History en Español
- 289.....Mun2
- 290.....beIN Sports Español
- 291.....Video Rola
- 292.....ESPN Deportes
- 799.....ESPN Deportes HD
- 850.....TWC Deportes HD
- 851.....beIN Sports Español HD

INTERNATIONAL PREMIUMS

- 653.....TV5MONDE
- 659.....Rai Italia
- 672.....SBTN
- 675.....ART
- 685.....TV JAPAN
- 686.....Bollywood Hits OD
- 687.....DK Amerika
- 688.....Polskie Radio 1 (Audio only)
- 689.....Polskie Radio 3 (Audio only)
- 690.....TV Polonia

Channel Line Up

MANDARIN PASSPORT

- 665.....CCTV-4
- 666.....CTI Zhong Tian Channel
- 667.....Phoenix Info News
- 668.....Phoenix NA

HINDI PASSPORT

- 661.....TV Asia
- 662.....SET Asia
- 663.....ZEE TV

FILIPINO PASS PLUS

- 679.....GMA Pinoy
- 680.....GMA Life
- 681.....GMA DWLS Radio
- 682.....GMA DZBB Radio
- 683.....TFC
- 684.....Filipino Pass Plus

RUSSIAN PASSPORT

- 654.....Channel One Russia
- 655.....RTVi
- 656.....RTN
- 657.....TV 1000 Russian Kino

TWCHD PASS

- 789.....Smithsonian Channel HD
- 790.....Smithsonian Channel HD OD
- 791.....MGM HD
- 793.....MavTV HD
- 794.....RFD HD
- 795.....Universal HD

PREMIUM CHANNELS

- 154.....HBO Family East
- 155.....Starz Kids and Family - East
- 158.....HBO Family West
- 200.....HBO East
- 201.....HBO 2 East
- 202.....HBO Signature East
- 203.....HBO Zone East
- 204.....HBO Comedy East
- 205.....HBO Latino East
- 206.....HBO West
- 207.....HBO 2 West
- 208.....HBO Signature West
- 209.....HBO Zone West
- 210.....HBO Comedy West
- 211.....HBO Latino West
- 215.....HBO East HD
- 225.....Cinemax East
- 226.....MoreMAX East
- 227.....ActionMAX East
- 228.....ThrillerMAX
- 229.....WMAX
- 230.....@MAX
- 231.....5StarMAX
- 232.....OuterMAX
- 233.....Cinemax West
- 234.....MoreMAX West
- 235.....ActionMAX West
- 236.....ThrillerMAX W
- 250.....Showtime East
- 251.....Showtime Too East
- 252.....Showtime Showcase E
- 253.....Showtime Extreme - East
- 254.....Showtime Beyond East
- 255.....The Movie Channel East

- 256.....TMC Xtra East
- 257.....Flix East
- 258.....Showtime Next East
- 259.....Showtime Family East
- 260.....Showtime Women East
- 261.....Showtime HD
- 274.....Starz OD
- 275.....Starz - East
- 276.....Starz Edge - East
- 277.....Starz Cinema - East
- 278.....Starz inBlack - East
- 279.....Starz Comedy
- 382.....Here! TV
- 751.....HBO East HD
- 752.....HBO2 HD
- 753.....HBO Signature HD
- 754.....HBO Family HD
- 755.....HBO Comedy HD
- 756.....HBO Zone HD
- 757.....HBO Latino HD
- 763.....Cinemax HD East
- 764.....MoreMax HD
- 765.....ThrillerMAX HD
- 766.....ActionMAX East HD
- 767.....@ Max HD East
- 768.....WMAX HD East
- 769.....5StarMAX HD East
- 770.....OuterMAX HD East
- 773.....Showtime HD
- 774.....Showtime Too East HD
- 775.....Showtime Showcase HD
- 776.....Showtime Extreme HD
- 777.....Showtime Beyond HD
- 778.....Showtime Next HD
- 779.....Showtime Women HD
- 781.....The Movie Channel HD
- 782.....TMC Xtra HD
- 785.....Starz HD East
- 786.....Starz Comedy HD
- 787.....Starz Kids and Family HD
- 788.....Starz Edge HD

SUBSCRIPTION ON DEMAND

- 920.....HBO
- 921.....Cinemax
- 922.....Showtime
- 923.....TMC
- 1700.....Signature Home

MOVIES/SHOWS ON DEMAND

- 157.....Disney Channel
- 159.....Disney Family Movies
- 503.....Español
- 504.....Kids & Teens
- 505.....Hits
- 910-914.....PPV HD
- 1300.....PPV HD
- 1301.....Events in Demand
- 1302.....Events in Demand

ADULT

- 984.....Cutting Edge
- 1600.....Adult +
- 1610.....Playboy
- 1612.....Playboy Espanol
- 1613.....Penthouse
- 1614.....Penthouse
- 1615.....Ten
- 1616.....Ten
- 1617.....Real
- 1618.....Real
- 1619.....Hustler TV
- 1620.....Hustler TV
- 1621.....Hustler TV HD
- 1623.....Penthouse PPV
- 1624.....Ten PPV
- 1625.....Real PPV
- 1630.....Too Much For TV
- 1631.....Outrageous
- 1632.....Howard TV
- 1635.....Here!
- 1636.....Here!
- 1637.....Manhandle TV
- 1638.....Manhandle TV
- 1639.....HIS

FREE ON DEMAND

- 160.....Entertainment
- 161.....Music
- 300.....PPV Previews
- 450.....Music Choice
- 501.....Free Movies
- 577.....TWC Sports Channel
- 699.....Primetime
- 860.....Primetime
- 946.....Kids
- 951.....Lifestyle
- 954.....Primetime
- 972.....Nature & Knowledge
- 977.....Entertainment
- 978.....Music
- 992.....Music Choice
- 999.....TWCable How To
- 1000.....NY
- 1010.....YNN
- 1015.....Sports and Fitness
- 1016.....TWC Sports
- 1276.....Automotive
- 1278.....Find It
- 1280.....Movie Trailers
- 1281.....Health
- 1282.....Travel

TV ESSENTIALS

- 15.....MTV
- 16.....CNN
- 18.....The Discovery Channel
- 25.....Cartoon Network
- 31.....USA
- 33.....AMC
- 34.....Nickelodeon
- 35.....A&E
- 36.....Animal Planet
- 38.....Lifetime
- 39.....ESPN
- 40.....HLN
- 41.....VH1
- 42.....Bravo
- 45.....Discovery Fit & Health
- 46.....HGTV
- 56.....History
- 57.....FX
- 58.....Disney Channel
- 59.....Hallmark Channel
- 68.....BET
- 86.....ShopNBC
- 103.....Military Channel
- 111.....G4
- 119.....Inspiration Network
- 120.....GMC
- 132.....BIO
- 135.....Cooking Channel
- 145.....Boomerang
- 149.....Nick Jr.
- 164.....GAC
- 193.....Jewelry TV
- 195.....TV Guide Network
- 267.....Shop Zeal 1
- 294.....Shop Zeal 2
- 295.....Shop Zeal 3
- 296.....Shop Zeal 4
- 297.....Shop Zeal 5
- 401-446.....Music Choice

3D SPECIAL EVENTS

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

FAMILY CHOICE

- 1900.....Boomerang
- 1901.....C-SPAN2
- 1902.....C-SPAN3
- 1903.....HLN
- 1904.....The Hub
- 1905.....SCIENCE
- 1906.....Disney Channel
- 1907.....DIY
- 1908.....Discovery Fit & Health
- 1909.....HGTV
- 1910.....Nick Jr.
- 1911.....The Weather Channel
- 1912.....Disney XD
- 1913.....Food Network



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

- ▼ Requires a digital set-top box, Digital Adapter or CableCARD-equipped Unidirectional Digital Cable Product ("UDCP")
- ✦ Includes HD programming
- ★ Programming for selected games
- ▲ Not available to CableCARD™ subscribers
- ◆ Fees applied if utilized

EFFECTIVE 2/2013

Digital Premium PPV, On Demand HD Tier, and Subscription Services available for an additional charge and require special equipment. Digital Converter and Remote required to receive digital cable on a digital music. Digital cable service may be required to receive some HD channels. Multi-Channel Premium Service and corresponding HD channels are available only when subscribing to the corresponding traditional Premium Channel. Time Warner Cable Movie Pass is required to receive Encore Channel Programming subject to charge. Some services are not available to CableCARD™ customers.

NE-CL5080 Corning

| | | bst | STD | CPST |
|--|--------------------------|-------|-------|-------|
| | Village of South Corning | 11.49 | 64.50 | 75.99 |

RECEIVED AUG 08 2013

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Village of South Corning

AND

**Time Warner Cable Northeast LLC
d/b/a Time Warner Cable**

Dated: 04/12/2013

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of July 1, 2013 between the VILLAGE OF SOUTH CORNING (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated November 20, 2003 and has substantially complied with the material terms of the franchise and applicable law; and

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

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

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the VILLAGE OF SOUTH CORNING/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 VILLAGE OF SOUTH CORNING. Such area shall include all areas annexed by the VILLAGE OF SOUTH CORNING. 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 Northeast LLC** or any successor thereto.
- 2.9 **"Gross Revenues"** means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 **"NYPSC"** means the New York Public Service Commission or any successor agency.
- 2.11 **"PEG Access Channel"** or **"PEG Channel"** means video Channel which Grantee must make available without charge for Public, Educational or Governmental non-commercial use for the transmission of video programming consistent with NYSPC regulations.
- 2.12 **"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.
- 2.13 **"Public Property"** means any real property owned by any governmental unit.
- 2.14 **"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.
- 2.15 **"Subscriber"** means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.16 **"Standard Drop"** means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

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

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

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

If to Grantor: Village of South Corning
7 Clark Street
Corning, NY 14830
Attention: Mayor
Telephone: 607-936-3642

If to Grantee: Time Warner Cable
120 Plaza Drive, Suite B
Vestal, NY 13850
Attention: Government Relations
Telephone: 607-584-0612

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

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

3.8 Franchise Non-Exclusive.

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

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. (i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

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

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Mayor of the Village of South Corning is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS

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

SECTION 5. EAS AND PEG

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the 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.

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 NYPSA.

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

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

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

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

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

SECTION 7. REPORTING PROVISIONS

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

SECTION 8. CONSUMER PROTECTION PROVISIONS

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

8.2 Customer Service.

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

SECTION 9. FRANCHISE FEES

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to one percent (1%) Grantee's Gross Revenues as described in Section 2.9.
- B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable quarterly not later than 60 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

SECTION 10. INDEMNITY AND INSURANCE

10.1 Indemnity

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

10.2 Liability Insurance.

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

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

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

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

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED

13.1 Discriminatory Practices Prohibited.

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

SECTION 14. MISCELLANEOUS PROVISIONS

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

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of July 1, 2013.

GRANTOR OF Village of South Corning

Time Warner Cable Northeast LLC

By: [Signature]

By: [Signature]
~~Amos Smith~~

Title: Mayor

Mark H. FitzPatrick
 Title: SVP & CFO, Residential Services

STATE OF NEW YORK
Village of South Corning
County of Steuben

In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Village of South Corning, County of Steuben, New York

RESOLUTION

An application has been duly made to the Board of the Village of South Corning, County of Steuben, New York, by Time Warner Cable Northeast LLC ("Time Warner Cable"), d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 120 Plaza Drive, Suite B, Vestal, NY 13850 for the approval of an initial agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of South Corning, New York on July 1, 2013 at 6:19 P.M. and notice of the hearing was published in the Corning Leader on June 27, 2013

NOW, THEREFORE, the Board of the Village of South Corning finds that:

1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the **Village of South Corning** hereby grants the cable television franchise of Time Warner **Village of South Corning** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED that the Board of the **Village of South Corning** hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 3-0 vote was thereby declared adopted.

Dated: July 23, 2013

Paul F. H. Bell
Village of South Corning Clerk

STATE OF NEW YORK

COUNTY OF STEUBEN

The undersigned is the Publisher of The Leader, a public newspaper,
published in said County, and that the

PUBLIC HEARING NOTICE

The Village of South Corning will hold a public hearing on Monday, July 1 at 6:20 PM concerning contract for Time Warner. The hearing will be held at the Village Hall, 7 Clark St., Corning, NY.

notice of which the annexed is a printed copy, cut from said newspaper, was printed and
published in a daily newspaper 1 time(s).

The first publication being on the 25th day of June 2013

and the last upon the 25th day of June 2013

The text of the notice as published in The Leader is as in the annexed exhibit.

This newspaper has been designated by the Clerk of Steuben County for this purpose.

(Signature) Becky Jenkins

Authorized designee of the Publisher of The Leader

(Printed Name) Becky Jenkins

Subscribed and sworn to before me, this 12th day of July 2013

(Signature)

Notary Public Melissa M. VanStaver

(Printed Name)

The Village of South Corning will hold a public hearing on Monday, July 1 at 6:20 PM concerning contract for Time Warner. The hearing will be held at the Village Hall, 7 Clark St., Corning, NY.
1tz 6/25

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STATE OF NEW YORK
COUNTY OF STEUBEN

The undersigned is the Publisher of The Leader, a public newspaper,
published in said County, and that the

APPLICATION OF FRANCHISE RENEWAL

PLEASE TAKE NOTICE that the Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Village of South Corning, Steuben County, New York.

notice of which the annexed is a printed copy, cut from said newspaper, we printed and published in a daily newspaper 1 time(s).

The first publication being on the 15th day of August 2013

and the last upon the 15th day of August 2013

The text of the notice as published in The Leader is as in the annexed exhibit.

This newspaper has been designated by the Clerk of Steuben County for this purpose.

(Signature) *Joni DeLorenzo*
Authorized designee of the Publisher of The Leader

(Printed Name) Joni DeLorenzo

Subscribed and sworn to before me, this 19th day of Aug 2013

(Signature) *Melissa M Van Stever*
Notary Public
(Printed Name)

Melissa M Van Stever
Notary Public, State of New York
Steuben County, No. 0112015
Commission Expires April 30, 2015

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL
PLEASE TAKE NOTICE that the Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Village of South Corning, Steuben County, New York.
The application and all comments filed relative thereto are available for public inspection at the Village of South Corning office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the Notice. Comments should be addressed to Hon. Jeffrey Cohen, Acting Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.
This notice must be published one time, within in the Villages recognized newspaper.
1tz 8/15