



Chris Mueller
Director of Local Franchising, Corporate

February 3, 2015

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

RE: Franchise Renewal – Time Warner Cable/Village of Alexander – Western New York

Dear Secretary Burgess:

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 August 14, 2014
3. Fully executed copy of Franchise Renewal Agreement dated August 14, 2014.
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices
6. Method of Service Form

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

Respectfully,

A handwritten signature in cursive script, appearing to read "Chris Mueller".

Chris Mueller
Director, Local Franchising
Time Warner Cable – Northeast Region

Enclosures

Cc: Danielle Riggs, Village Clerk

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER CABLE NORTHEAST LLC** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF ALEXANDER**, County of Genesee, 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**.
3. Applicant's telephone number is:

**Time Warner Cable (Rochester Office)
41 Mt. Hope Avenue
Rochester, NY 14620-1090
(585) 756-1326**

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 video subscribers in each of the communities as of July 25, 2014 are:

Franchise Name	Subscribers		Franchise Name	Subscribers
Alabama, Town	238		Gainesville, Village	64
Alexander, Town	343		Genesee Falls, Town	53
Alexander, Village	98		Hume, Town	240
Attica, Town	109		Java, Town	347
Attica, Village	656		LeRoy, Town	568
Batavia, City	3664		LeRoy, Village	1082
Batavia, Town	1402		Middlebury, Town	57
Bennington, Town	732		Oakfield, Town	227
Bergen, Town	417		Oakfield, Village	345
Bergen, Village	235		Orangeville, Town	48
Bethany, Town	236		Pavilion, Town	243
Caneadea, Town	-		Pembroke, Town	693
Castile, Town	316		Perry, Town	203
Castile, Village	244		Perry, Village	813
Corfu, Village	223		Pike, Town	90
Covington, Town	142		Sheldon, Town	378
Darien, Town	552		Silver Springs, Village	221
Eagle, Town	99		Stafford, Town	509

Elba, Town	167	Warsaw, Town	190
Elba, Village	157	Warsaw, Village	927
Gainesville, Town	85	Wyoming, Village	95

6. The following signals are regularly carried by the WNY (Genesee/Wyoming Line-Up) cable system: **(see attached channel card)**.
7. The Applicant does provide channel capacity for local origination. During the past twelve (12) months, the Applicant has provided approximately 4,160 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Village of Alexander 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:

Franchise Name	Plant Miles	Franchise Name	Plant Miles
Alabama, Town	0.22	Gainesville, Village	-
Alexander, Town	1.61	Genesee Falls, Town	-
Alexander, Village	-	Hume, Town	0.07
Attica, Town	0.38	Java, Town	1.01
Attica, Village	-	LeRoy, Town	-
Batavia, City	0.47	LeRoy, Village	-
Batavia, Town	0.53	Middlebury, Town	-
Bennington, Town	1.69	Oakfield, Town	-
Bergen, Town	0.57	Oakfield, Village	-
Bergen, Village	-	Orangeville, Town	-
Bethany, Town	-	Pavilion, Town	0.43
Caneadea, Town	0.03	Pembroke, Town	0.33
Castile, Town	-	Perry, Town	-
Castile, Village	-	Perry, Village	-
Corfu, Village	-	Pike, Town	-
Covington, Town	-	Sheldon, Town	2.54
Darien, Town	0.06	Silver Springs, Village	-
Eagle, Town	-	Stafford, Town	0.61
Elba, Town	-	Warsaw, Town	-
Elba, Village	-	Warsaw, Village	-
Gainesville, Town	-	Wyoming, Village	-


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 Alexander Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 08/22/14

By: 

Chris Mueller
Director, Local Franchising
Time Warner Cable - Northeast

CHANNEL NAME		CHANNEL NAME	
ON DEMAND (con't.)			
1009	Sports & Fitness On Demand	1596	DW Amerika
1010	TWC Sports Pass On Demand	1592	TV Polonia
1011	Pro Sports On Demand	1595	Polskie Radio1
1019	Smithsonian HD On Demand	1596	Polskie Radio3
1020	Local On Demand	1610	RTN
1025	Find It On Demand	1612	CIR
1026	Travel On Demand	1613	RTVI
1027	Be Healthy On Demand	1621	TV 1000 Russian Kino
1028	Automotive On Demand	1632	Art Cable
ADULT			
LOCAL PROGRAMMING			
1200	WKBW (ABC)	1800	Adult On Demand
1201	WHAM (ABC)	1801	Hustler TV On Demand
1203	WGRZ (NBC)	1802	Hustler TV HD
1204	WHEC (NBC)	1803	Hustler TV
1206	WUTV (FOX)	1804	Penthouse On Demand
1207	WUHF (FOX)	1805	Penthouse
1209	WIVB (CBS)	1806	REAL On Demand
1210	WROC (CBS)	1807	REAL
1212	WNLO (CW)	1808	TEN On Demand
1215	WNYO (My Network)	1809	TEN
1218	WPXJ (ION)	1810	Playboy On Demand
1221	WXXI (PBS)	1811	Playboy
1222	WNED (PBS)	1812	Playboy en Espanol
1230	WBBZ (MeTV)	1825	HIS On Demand
1231	WNYB (IND)	1827	Manhandle On Demand
1250	WUTV D2 The Country Network	1828	Manhandle
1275	WXXI D2 World	1832	REAL PPV
1276	WXXI D3 Create	1833	Penthouse PPV
1277	WNED D2 ThinkBright	1834	TEN PPV
1300	Leased Access	1845	Howard TV On Demand
1301	Public/Community Access	1846	Too Much For TV On Demand
1302	Educational Access	1847	Outrageous On Demand
		1848	Here TV On Demand
		1849	Here!
INTERNATIONAL			
1400	CTI Zhong Tian Channel	RADIO	
1401	CCTV4	1900	Music Choice On Demand
1403	Phoenix North America	1901-1946	Music Choice Channels 1-46
1404	Phoenix InfoNews	TWC INFORMATION	
1450	TFC	1998	OnTWC
1451	Filipino On Demand	1999	TWC How To On Demand
1452	GMA PinoyTV		
1453	GMA LifeTV		
1456	DZBB Super Radyo		
1457	DWLS Super Radyo		
1500	TV Japan		
1515	SBTN		
1531	Bollywood On Demand		
1533	Zee TV		
1541	Set Asia		
1542	TV Asia		
1550	Star India Gold		
1551	Star India News		
1552	Life OK		
1553	Star India Plus		
1575	TV 5 Monde		
1581	RAI Italia		

To receive all services, Digital Cable remote and lease of a Digital set-top box are required. Some channels and services are not available to CableCARD™ customers. Not all equipment supports all services. Subject to change without notice. Some restrictions apply. Standard Cable TV, iPad or iPhone with iOS 5.0 and/or Android 2.3 (4.0 or higher required for video playback), and WiFi connection to 15Mbps Internet connection, or a Time Warner Cable provided video-only modem required. Some functions require compatible set-top box or DVR. Programming is subject to availability in your area and the video package to which you subscribe. All services may not be available in all areas. ©2013 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc. Used under license.

3 more ways to Enjoy TV Better.

1 FIND YOUR FAVORITES FASTER.

We'll automatically bring you the best-quality picture possible on any channel you choose. No more searching for HD or SD channels.

Use the **▲** button on your remote to browse channels by category. For example, search by Sports or Kids to click through the channels under each topic or genre.

Use the **B** button on your remote to search for shows. Our user-friendly navigation helps you find specific channels or shows.

Press **Guide** on your remote to enter the Guide menu. Press **Guide** again to filter channels by On Demand and Favorites.

2 MAKE ANY ROOM A TV ROOM.



Go to twc.com/twctv to download the app.



Start watching any show, in any room, on any screen in your home. Roam from room to room with your tablet or smartphone without missing a minute. You can also search TV listings as well as record shows with DVR Manager.

COMPATIBLE WITH:

3 NOW YOUR MOBILE DEVICE WORKS AS YOUR REMOTE.

With the TWC TV™ app, your tablet and smartphone work as a remote control for your big screen. View the program guide, change channels, even set your DVR—and enjoy more of what you love.



CHANNEL LINEUP
GENESEE, WYOMING

SIMPLER.
SMARTER.
BETTER.

By subscribing to these services, customer agrees to be bound by the terms of TWC's Subscriber Agreement which can be found at http://help.twcable.com/html/twc_sub_agreement.html. Time Warner Cable leases CableCARDS™ for \$2.50 per month, per CableCARD™, for use in customer-owned retail CableCARD™-compatible devices. Our leased digital converters also include either a CableCARD™ or integrated security inside the device. Our lease rate for digital converters that contain a CableCARD™ includes a \$2.50 imputed charge for the CableCARD™. If you lease a CableCARD™ in lieu of such a digital converter, we now offer a prospective monthly credit to reflect the difference between the standard lease rates of digital converters and CableCARDS™. Please contact us by filling out the form available via the following link if you believe you may be eligible for or would like more information regarding this credit: <http://www.twc.com/CableCARD>.

For customers receiving service through commercial accounts or bulk arrangements, some products, pricing and other information contained herein may not apply. Please refer to the terms and conditions of the separate agreement. Where terms are inconsistent with information in the Service Rates, the terms and conditions of the separate agreement will apply.

Some restrictions apply. Starter TV service must be purchased to subscribe to any other optional video service or tier services. Pricing, programming and packaging subject to change without notice. Service prices shown are monthly and do not include sales tax, installation fees, franchise fees and FCC user fees. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Additional charges apply for installation, equipment, surcharges, applicable taxes and fees. ©2014 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc. Used under license. All other trademarks are property of their respective owners.

For TWC store locations, please visit twc.com/stores



WNY ROCHESTER (ROCHESTER, WAYNE/ONTARIO, SENECA CAYUGA, ERIE, GENESEE/WYOMING, MONROE LIVINGSTON, ORLEANS/NIAGARA)

TV SERVICES AND PACKAGES

Starter TV ¹	\$ 14.99
Essential TV ²	\$ 49.99
<small>(includes Starter TV and selection of 40+ cable networks)</small>	
Standard TV	\$ 85.99
<small>(includes Starter TV)</small>	
Preferred TV ³	\$ 85.50
<small>(includes Starter TV, Standard TV, Variety Pass)</small>	
Variety Pass	\$ 10.00
HD Pass	\$ 6.00
TWC Sports Pass	\$ 8.99
TWC Movie Pass	\$ 5.99
TV en Español	\$ 6.99
Preferred TV en Español	\$ 85.50
<small>(includes Starter TV, Standard TV, TV en Español)</small>	
Broadcast TV Fee	\$ 2.25
Digital Intro Fee	\$ 1.00

¹ Subscription to Starter TV is required for all TV Packages. Starter TV-only customers requiring equipment to view certain channels may obtain it for that purpose at no charge.

² Cannot be combined with any other tiers. Restricted to Standard Definition non-DVR equipment only. Other restrictions apply.

³ Viewing on certain television sets may require additional equipment that can be provided by Time Warner Cable or that may be available for purchase from retail stores in certain locations.

PREMIUM SERVICES

HBO®	\$ 14.95
Showtime® & The Movie Channel™	\$ 12.95
STARZ®	\$ 12.95
Cinemax®	\$ 12.95
Encore	\$ 5.99

ADULT PREMIUM SERVICES

Playboy TV	\$ 12.95
Penthouse	\$ 12.95
Hustler	\$ 12.95
TEN	\$ 12.95
REAL	\$ 12.95
Manhandle	\$ 12.95
Adult 3-Pack	\$ 24.95



1-800-TWCABLE
twc.com

For our latest special offers and promotions,
please visit twc.com

01 01 (402-403, 701), 01 02 (404-405), 01 03 (409, 410, 411, 413, 415-418, 917) 01 05 (453, 455, 457)
01 06 (301-303) 01 08 (801-812, 814-830, 832-864) 01 09 (901-916, 918-949, 951-963, 965-983,
985-988) 01 11 (600, 601) 01 13 (500, 501) 01 14 (140, 141)

6070-RC -0314

INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
Cantonese (TVB, Jade World - TVBI, TVB2, TVBe, TVBS & CCTV4)	\$ 39.99
Filipino (Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio, GMA DZBB Radio & TFC)	\$ 24.99
French (TV5 Monde)	\$ 9.99
German (DW Amerika)	\$ 9.99
Hindi (Hindi Star Pass - Star Plus, Star Gold, Life OK & APB News)	\$ 19.99
(Hindi Pass - Star Plus, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - Star Plus, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7 & ITV Gold)	\$ 39.99
(Hindi Passport - Star Plus, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7, Star Gold, Filmly, UTV Movies, ITV Gold & Bollywood On Demand)	\$ 69.99
Italian (Rai Italia)	\$ 9.99
Japanese (TV Japan)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV -4, CTTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (Russian Passport - CIR, RTN, RTVI & TV 1000 Russian Kino)	\$ 25.99
Vietnamese (Vietnamese Pass - SBTN & TVBV)	\$ 19.99

SEASONAL SPORTS SERVICES

ESPN Full Court, ESPN GamePlan, MLB Extra Innings, MLS Direct Kick, NBA League Pass, NHL Center Ice	Varies
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ON DEMAND & PAY-PER-VIEW

On Demand (New Releases & Classic Movies, Adult & Special Events)	Varies
Pay-Per-View (Special Events, Adult Blocks)	Varies
Disney On Demand	\$ 3.99
Disney Family Movies On Demand	\$ 4.99
Here TV On Demand	\$ 6.99
Too Much For TV On Demand	\$ 14.99

INTERNET

Standard Internet	\$ 57.99
Basic Internet	\$ 47.99
Everyday Low Price Internet	\$ 14.99
Turbo Upgrade	\$ 10.00
Extreme Upgrade ⁴	\$ 20.00
Ultimate Upgrade	\$ 50.00
Home WiFi	\$ 5.00
Music To-Go	\$ 14.95
Music Pack	\$ 9.95
Variety Pack	\$ 7.95
Funways	\$ 4.95

⁴ Turbo, Extreme or Ultimate Upgrade can be added to Standard Internet.

HOME PHONE

Home Phone National	\$ 42.99
Home Phone State	\$ 29.99
Home Phone Local	\$ 24.99
Second Line National Option ⁴	\$ 29.95
Second Line State Option ⁵	\$ 24.95
Second Line Local Option ⁶	\$ 29.95
International OnePrice ⁸ Plan (additional) ⁷	\$ 19.99
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing	\$ 4.99

⁴ Subscription to Home Phone with TV and/or Internet is required.

⁵ Requires primary Home Phone Nationwide line.

⁶ Requires primary Home Phone State line.

⁷ Requires primary Home Phone Local line.

EQUIPMENT & EXTRAS

Digital, HD, DVR or HD-DVR Set-Top Box Package (includes Set-Top Box and Remote)	\$ 10.25
Digital, HD, DVR or HD-DVR Set-Top A/O Package (includes Set-Top Box, Remote and Additional Outlet Service Fee)	\$ 11.75
DVR Service Fee (per DVR)	\$ 12.95
Whole House DVR Service Fee (per WH-DVR)	\$ 19.99
The Guide	\$ 3.27
CableCARD™ (each)	\$ 2.50
Additional Outlet (A/O) Service Fee (For 2nd and each additional Set-Top Box or CableCARD™)	\$ 1.50
Internet Modem Lease	\$ 5.99

INSTALLATION

Video Installation, Primary Outlet (Unwired or prewired)	\$ 47.99
Internet Installation	\$ 47.99
Home Phone Installation	\$ 47.99
Additional Outlet at Time of Installation	\$ 24.99
WH-DVR Installation	\$ 49.99
Easy Connect Rescue Fee	\$ 29.99
Easy Connect Shipping Charge	\$ 9.99
Trip Charge ⁸	\$ 39.99

⁸ Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment. Applicable if technician determines that the problem is not related to Time Warner Cable's service or equipment. This charge may be waived if the customer subscribes to the Time Warner Cable Service Protection Plan.

OTHER SERVICE CHARGES

Agent Assisted Payment	\$ 5.00
Reconnection Fee	\$ 29.99
Returned Payment Fee	\$ 20.00
Service Restore Fee	\$ 2.50
Telephone Activation	\$ 19.99
Telephone Number Transfer Charge ⁹	\$ 19.99

⁹ Home Phone customers transferring existing phone numbers are subject to a one-time \$19.99 telephone number transfer charge and subject to current provider's ability to release the telephone number.

UNRETURNED/LOST/DAMAGED EQUIPMENT

CableCARD™	\$ 50.00
Digital Set-Top Box	\$ 175.00
HD Set-Top Box	\$ 175.00
HD-DVR	\$ 250.00
Modem	\$ 75.00
MR-DVR	\$ 300.00
MTA	\$ 75.00
Tuning Adapter	\$ 50 - 75.00
Wireless Modem	\$ 100.00
Wireless MTA	\$ 125.00

Incorporated Village of Alexander

Chartered April 24, 1834
ALEXANDER, NEW YORK 14005

The following Resolution was proposed by Trustee William Wagner, seconded by Trustee Emma Jean Grant on Thursday August 14, 2014:

A Public Hearing was held in the Village of Alexander on August 14, 2014 at 7:00 PM and notice of the hearing was published in the Daily News on July 30, 2014 and August 6, 2014.

NOW THEREFORE, the Board of the Village of Alexander 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 interest, Taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Village Alexander hereby renews the cable television franchise of Time Warner in the Village of Alexander for fifteen (15) years commencing on the date of approval by the Public Service Commission.

BE IT FURTHER RESOLVED that the Board of the Village of Alexander hereby confirms that this Franchise renewal Agreement replaces the original franchise last amended on 9/16/2009.

The foregoing having received a yea-nay vote was thereby declared adopted.

Dated August 14, 2014.

Yea - 3 Nay - 0



Vera Antonucci
Village of Alexander Clerk

The Village of Alexander is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

VILLAGE OF ALEXANDER – FRANCHISE AGREEMENT
May 9, 2014

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Alexander, New York

AND

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

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of 8/14/2014 between the Village of Alexander (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 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 9/16/1999 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 Alexander/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 Alexander. Such area shall include all areas annexed by the Village of Alexander. 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 “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.
 - 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 15 years from the date of the renewal order by the NYPSC (the “Franchise Term”) 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 Alexander
 Attn: Mayor
 PO Box 266
 Alexander, NY 14005

If to Grantee: Time Warner Cable
 Attn: Government Relations
 2604 Seneca Avenue
 Niagara Falls, NY 14305

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 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 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 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, 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 NYPSC.
- 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 five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- 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.

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 NYPS. 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 August 14, 2014.

GRANTOR OF THE VILLAGE OF ALEXANDER

TIME WARNER CABLE
NORTHEAST LLC

By: Richard Johnson

By: [Signature]

Title: Mayor

Title: SUPERO, Residential Services

VERA ANTONUCCI
VILLAGE OF ALEXANDER
PO BOX 266
ALEXANDER NY 14005-0266

REFERENCE: 56330
1752087 591 PH TWC Franchise

STATE OF NEW YORK)
) ss.:
GENESEE COUNTY)

Linda Dixon being duly sworn deposes and says that she is legal billing clerk of Batavia Newspapers Corporation, Publisher of "The Daily News," a newspaper published in Batavia, County of Genesee, State of New York, and that a Legal Notice, of which the annexed is a printed copy, was duly published in said Newspaper.

NOTICE OF PUBLIC HEARING
Time Warner Cable Franchise Renewal Village of Alexander
PLEASE TAKE NOTICE
that the Village of Alexander will hold a Public Hearing on August 14, 2014 at the Alexander Town Hall, 3350 Church St., Alexander, New York regarding renewal of the cable television franchise agreement by and between the Village of Alexander and Time Warner Cable. A copy of the agreement is available for public inspection during normal business hours at the Clerk's office, 3323 Buffalo St., Alexander, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.
Dated July 14, 2014
By order of the Village Board
Village of Alexander,
New York
Vera Antonucci, Clerk (591)

PUBLISHED ON: 07/30 08/06

Linda Dixon

TOTAL COST: 42.79 AD SPACE: 49 LINE
FILED ON: 08/09/14

Sworn to and subscribed before me the)

13th day of *August*, 2014)

Rebecca L. Nichols

REBECCA L. NICHOLS
Notary Public, State of N.Y., Genesee Co.
My Commission Expires January 31, 20 15

BATAVIA NEWSPAPERS CORPORATION
The Daily News
Batavia, New York
AFFIDAVIT OF PUBLICATION

BATAVIA NEWSPAPERS CORPORATION

TIME WARNER CABLE
2604 SENECA AVE
NIAGARA FALLS NY 14305

REFERENCE: 5081183
20314254 (514) LEGAL NOTICE F

STATE OF NEW YORK)
GENESEEE COUNTY) ss.:

Patrice Haight being duly sworn deposes and says that she is legal billing clerk of Batavia Newspapers Corporation, Publisher of "The Daily News," a newspaper published in Batavia, County of Genesee, State of New York, and that a Legal Notice, of which the annexed is a printed copy, was duly published in said Newspaper.

(514)
LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL
PLEASE TAKE NOTICE that 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 Alexander, Genesee County, New York. The application and all comments filed relative thereto are available for public inspection at the Village of Alexander office during normal business hours. Interested persons may file comments on the application with the Village of Alexander Clerk, 3323 Buffalo Street, Alexander, NY 14005 and with the New York State Public Service Commission within 10 days of publication.

Patrice Haight

PUBLISHED ON: 01/16 01/23

TOTAL COST: 28.46 AD SPACE: 26 LINE
FILED ON: 01/24/15

Sworn to and subscribed before me the)

27th day of January, 2015)
Deborah L. [Signature]

Notary Public
My Commission Expires: 12/31/19

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	Catherine Andalora
Your Company/Organization	Time Warner Cable
Mailing Address:	2604 Seneca Ave, Niagara Falls, NY
Company/Organization if different from above:	
Email Address:	catherine.andalora@twcable.com

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check A or B, Below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §231(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B.

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <i>Catherine A. Andalora</i>	Date: 01/26/15
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