



Chris Mueller
Director of Local Franchising, Corporate

May 5, 2016

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC/Village of Portville – 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 01/19/16
3. Fully executed copy of Franchise Renewal Agreement dated 01/19/16
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: Krenda Hale, 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 PORTVILLE**, County of Cattaraugus, 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 February 18, 2016 are:

Franchise Name	Subscribers		Franchise Name	Subscribers
Allegany, Town	810		Franklinville, Village	276
Allegany, Village	449		Great Valley, Town	1
Amity, Town	102		Hinsdale, Town	178
Andover, Town	40		Ischua, Town	9
Andover, Village	222		Mansfield, Town	36
Belmont, Village	203		New Albion, Town	3
Cattaraugus, Village	198		Olean, City	3481
Ceres, Township of	16		Olean, Town	394
Cold Spring, Town	3		Portville, Town	426
Conewango, Town	37		Portville, Village	199
Cuba, Town	297		Randolph, Town	248
Cuba, Village	338		Scio, Town	237
Eldred, Borough of	166		Ulysses, Borough of	63
Eldred, Township of	115		Wellsville, Town	570
Ellicottville, Town	559		Wellsville, Village	1204
Ellicottville, Village	320		Willing, Town	164
Franklinville, Town	78			

6. The following signals are regularly carried by the WNY (Olean/Wellsville) 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 Portville 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
Allegany, Town	0.01	Franklinville, Village	--
Allegany, Village	--	Great Valley, Town	--
Amity, Town	0.03	Hinsdale, Town	0.24
Andover, Town	--	Ischua, Town	--
Andover, Village	--	Mansfield, Town	1.06
Belmont, Village	--	New Albion, Town	--
Cattaraugus, Village	--	Olean, City	--
Ceres, Township of	0.26	Olean, Town	1.03
Cold Spring, Town	--	Portville, Town	0.05
Conewango, Town	--	Portville, Village	0.13
Cuba, Town	0.6	Randolph, Town	0.13
Cuba, Village	--	Scio, Town	--
Eldred, Borough of	--	Ulysses, Borough of	--
Eldred, Township of	--	Wellsville, Town	0.26
Ellicottville, Town	0.35	Wellsville, Village	--
Ellicottville, Village	0.02	Willing, Town	0.1
Franklinville, Town	0.89		

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 Portville Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 03/30/16

By: 

Chris Mueller
Director, Government Relations
Time Warner Cable - Northeast

ADDITIONAL TV PLANS

CHANNEL NAME	CHANNEL NAME	CHANNEL NAME	CHANNEL NAME
VARIETY PASS	Reelz Channel Revolt RLTV Science Scrolling Guide Sprout Sundance TV TeenNick The Word Network Time Warner Cable News NY1 Tr3s Trinity Broadcasting Network TV One UP Velocity VH1 Classic VH1 Soul Youtoo	TWC MOVIE PASS	Nickelodeon Public Access QVC Time Warner Cable News Time Warner Cable SportsChannel USA VH1 WBBZ (MeTV) WBBZ (MeTV) HD Weather Channel Weather Channel HD WGRZ (NBC) WGRZ (NBC) HD WGRZ DT2 (Antenna TV) WIVB (CBS) WIVB (CBS) HD WKBW (ABC) WKBW (ABC) HD WNED (PBS) WNED (PBS) HD WNLO (CW) WNLO (CW) HD WNYB (TBN) WNYO (MyNetwork) WNYO (MyNetwork) HD WPXJ (ION) WPXJ (ION) HD WUTV (FOX) WUTV (FOX) HD WUTV DT2 (TheCountryNetwork) WVTT (IND)
Al Jazeera America American Heroes Channel Aspire BabyFirst BBC America BBC World News Bloomberg TV Bloomberg TV HD Boomerang BTN BTN HD C-SPAN 3 CBS Sports Network CBS Sports Network HD CENTRIC Chiller CLOO CMT Pure Country CNBC World Cooking Channel Crime & Investigation HD Daystar Destination America Discovery Family Discovery Life Disney Jr Disney XD DIY El Rey Employee On Demand ESPNews ESPN U Esquire FM FOX Sports 2 Fuse FX Movie Channel FXX FYI GAC GEMs Shopping Network Golf Channel GSN H2 Hallmark Movies & Mysteries IFC INSP Jewelry Television Jewish Life TV Liquidation Channel LMN LOGO MLB Network MTV MTV Hits MTV Jams Nat Geo Wild National Geographic NBA TV NFL Network Nick Jr Nick Toons Nickelodeon 2 Ovation OWN Palladia pivot POP QVC Plus	HD PASS	TV EN ESPAÑOL	ESSENTIAL TV
	belN SPORTS MGM HD RFD HD Smithsonian Universal HD	belN SPORTS en Espanol Cine Latino USA CNN (Espanol) Discovery Channel (Espanol) Disney XD (Espanol) ESPN Deportes FOROtv Fox Deportes History en Espanol NBC Universo Tr3s TWC Deportes Univision tlnovelas	Includes Starter TV and these following channels: A&E AMC Animal Planet BET Bravo C-SPAN Cartoon Network CFTO (CTV) CNN Disney Channel EVIENE Live FX FYI Hallmark Channel HGTV History HLN HSN Lifetime MTV New York State Legislative Channel
	TWC SPORTS PASS	ESSENTIAL TV	
	belN SPORTS Big Ten Network CBS Sports Network CBS Sports Network HD College Games 1-8 ESPN Classic ESPN Deportes ESPN Goal Line/ESPN Buzzer Beater Fox College Sports Atlantic Fox College Sports Central Fox College Sports Pacific Fox Deportes Fox Soccer Plus GOL TV MLB StrikeZone NFL Network NFL Redzone NHL Network Outdoor Channel Pac-12 Arizona Pac-12 Bay Area Pac-12 Los Angeles Pac-12 Mountain Pac-12 Network Pac-12 Oregon Pac-12 Washington Sportsman Channel Tennis Channel TW College Football 1-8 TWC SportsNet Universal Sports		

Programming is subject to availability in your area and the video package to which you subscribe. Not all equipment supports all services. To receive all services, Preferred TV, remote and lease of a digital Set-Top Box are required. Some functions require compatible Set-Top Box or DVR. Depending on your reception device, you may need additional equipment provided by Time Warner Cable to access certain channels to which you subscribe. Some channels require a digital Set-Top Box, Digital Adapter, or a CableCARD™ installed in a customer-owned Unidirectional Digital Cable Product ("UDCP"); others require a CableCARD™-equipped UDCP used in conjunction with a Tuning Adapter. Only certain Starter and Standard TV channels are accessible with the Digital Adapter. Visit twc.com for more information. TWC TV® requires Standard TV or higher, Roku 2 or 3, iPad or iPhone with iOS 7.0 or higher, Kindle Fire HD/HDX, Xbox One®, Xbox 360®, Samsung Smart TV (2012 or newer) and/or Android 2.3 smartphone or Android 4.0 tablet and WiFi connection. TWC-authorized modem required for in-home viewing and minimum 1.5 Mbps connection recommended for out-of-home viewing. 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. Not all equipment supports all services. © 2015 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Cable Inc. Used under license. All trademarks remain the property of their respective owners.

3 MORE WAYS TO ENJOY TV BETTER.

FIND YOUR FAVORITES FASTER.

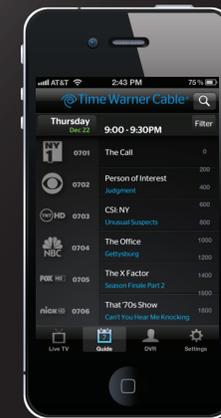
We'll automatically bring you the best-quality picture possible on any channel you choose. No more searching for HD or SD channels.

Use the **A** 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.

TURN YOUR DEVICES INTO TVS AT HOME OR ON-THE-GO.



With the TWC TV® app, you can watch up to 300 live channels and 10,000 On Demand shows and movies on virtually any device, anywhere in your home. Plus, you can catch select live TV and On Demand choices when you're away from home.

Go to twc.com/twctv to download the app and see compatible devices.



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
OLEAN, WELLSVILLE,
ULYSSES

SIMPLER. SMARTER. BETTER.

CHANNEL LINEUP

All channels shown in HD where available.

Your channels are organized by genre to make them easy to find.

100 Entertainment

200 News & Info

300 Sports

500 Movies & Premiums

800 Latino

1000 On Demand

1400 International

1900 Radio

1990 TWC Info

CHANNEL NAME	CHANNEL NAME
CHANNELS (1-99)	
1 Time Warner Cable News	57 NBCSN
2 WGRZ (NBC)	58 TLC
4 WIVB (CBS)	59 Lifetime
5 Weather Channel	60 Syfy
6 Public Access	61 TV Land
7 WKBW (ABC)	62 Comedy Central
8 WNYO (MyNetwork)	63 E!
9 Time Warner Cable News (formerly YNN)	64 YES Network
10 WUTV (FOX)	66 Oxygen*
11 WNLO (CW)	70 MSG Plus
13 WNED (PBS)	74 truTV
14 QVC	79 Jewelry Television
15 WVTT (IND)	83 New York State Legislative Channel
16 WNYB (TBN)	93 Jewelry Television
17 HSN	
18 C-SPAN	ENTERTAINMENT
19 EVINE Live	100 Primetime On Demand
20 CFTO (CTV)	101 USA Network
21 WBBZ (MeTV)	102 A&E
22 WPXJ (ION)	103 TNT
23 ESPN	104 TBS
24 ESPN 2	105 AMC
25 SNY	106 Discovery Channel
26 MSG	107 History
27 CNN	108 FX
28 HLN	109 FXX
29 MSNBC	110 BBC America
30 CNBC	111 Syfy
31 Fox News Channel	112 truTV
32 Hallmark Channel	113 Comedy Central
33 Food Network	114 Esquire
34 HGTV	115 pivot
35 EWTN	116 Spike TV
36 MTV	117 VH1
37 VH1	118 MTV
38 TBS	119 MTV2
39 BET	120 VH1 Classic
40 Spike	121 TV Land
41 TNT	122 ABC Family
42 Cartoon Network	123 Hallmark Channel
43 Nickelodeon	124 UP
44 NBCSN	127 Chiller
45 AMC	128 ReelzChannel
46 TCM	129 National Geographic
47 FX	130 Nat Geo Wild
48 USA	131 Smithsonian
49 Time Warner Cable SportsChannel	132 Animal Planet
50 Bravo	133 H2
51 A&E	134 FYI
52 ABC Family	135 Destination America
53 Discovery Channel	136 Science
54 History	137 Crime & Investigation
55 Animal Planet	138 Investigation Discovery*
56 Discovery Life	139 Cloo
	140 American Heroes Channel
	145 El Rey

TV PLANS Starter TV Standard TV (includes Starter TV)

*Not available with a Digital Adapter

CHANNEL NAME	CHANNEL NAME
LIFE & STYLE	295 GAC
160 HGTV	297 RFD TV
161 DIY Network	
162 Food Network	SPORTS
163 Cooking Channel	300 ESPN
165 Travel Channel	301 ESPN2
166 TLC	302 ESPNNews
167 Bravo	303 ESPN Classic
168 E!	306 MLB Network
169 Fuse	307 MLB StrikeZone
170 Lifetime	308 NBA TV
171 Oxygen*	310 NFL Network
172 WE tv	311 NFL RedZone
173 OWN	312 NHL Network
175 POP	314 NBCSN
177 GSN	315 CBS Sports Network
178 RLTV	318 MSG
179 Logo	319 MSG Plus
180 Discovery Life	320 SNY
181 BET	321 YES Network
182 Centric	323 TWC SportsChannel
184 TV One	330 TWC SportsNet
185 Aspire	331 TWC SportsNet LA
186 Youtoo	370 ESPNJ
187 Ovation	371 ESPN Goal Line / Buzzer Beater
	372 Fox College Sports - Atlantic
NEWS & INFO	373 Fox College Sports - Central
199 TWC News Special Events	374 Fox College Sports - Pacific
200 Time Warner Cable News (formerly YNN)	375 Pac-12 National
201 CNN	376 Pac-12 Los Angeles
202 Fox News Channel	377 Pac-12 Arizona
203 MSNBC	378 Pac-12 Washington
204 HLN	379 Pac-12 Oregon
205 CNBC	380 Pac-12 Mountain
206 Fox Business Network*	381 Pac-12 Bay Area
207 Bloomberg TV	382 Big Ten Network
208 CNBC World	384 SEC Network*
209 BBC World News	385 Additional Sports Programming*
210 Al Jazeera America	392- ESPN College Extra 1-8
211 The Weather Channel	
215 Time Warner Cable News	400 FOX Sports 1
221 CCTV News*	401 FOX Sports 2
225 C-SPAN	403 Velocity HD
226 C-SPAN 2	405 Golf Channel
227 C-SPAN 3	406 Tennis Channel
229 NY State Legislative Channel	407 Universal Sports
	408 Outdoor Channel
KIDS & TEENS	409 Sportsman Channel
250 Kids On Demand	413 TVG
251 Disney	416 Go!TV
253 Boomerang	417 beIN SPORTS
254 Disney Jr	419 Fox Soccer Plus
255 Sprout	420- Additional Sports Programming*
256 BabyFirst	424
257 Nick Jr	440 ESPN Deportes
258 Nickelodeon	441 TWC Deportes
262 Nicktoons	442 Fox Deportes
263 Teennick	443 beIN SPORTS Espanol
264 Cartoon Network	444 Univision Deportes
265 Disney XD	
266 Discovery Family	INSPIRATION
267 Disney Family Movies On Demand	460 EWTN
268 Disney Channel On Demand	461 INSP
	462 The Word Network
MUSIC	463 Daystar
285 Music On Demand	464 TBN
286 Palladia	469 Jewish Life TV
287 MTV Jams	
288 MTV Hits	SHOPPING
290 VH1 Soul	480 QVC
291 Revolt	481 QVC Plus
292 FM	482 Shop Zeal 1*
293 CMT	483 HSN
294 CMT Pure Country	485 Shop Zeal 3 - Lifestyle*
	486 Shop Zeal 4 - Lifestyle*

CHANNEL NAME	CHANNEL NAME
487 EVINE Live	488 Shop Zeal 5 - News & Info*
489 Shop Zeal 2 - Inspiration*	490 Gem Shopping Network
492 Liquidation Channel	491 Jewelry Television
499	
MOVIES ON DEMAND	500 Movies On Demand
506 Movies On Demand Hits	507 Movies On Demand Kids & Teens
508 Free Movies On Demand	
	PREMIUMS
510 HBO On Demand	511 HBO
512 HBO 2	513 HBO Signature
514 HBO Family	515 HBO Comedy
516 HBO Zone	518 HBO West
521 HBO Family West	530 Cinemax On Demand
531 Cinemax	532 MoreMax
533 ActionMax	534 ThrillerMax
535 OuterMax	536 Max Latino
537 5 StarMax	538 MovieMax
539 Cinemax West	540 MoreMax West
550 Showtime On Demand	551 Showtime
552 Showtime Too	553 Showtime Showcase
554 Showtime Extreme	555 Showtime Beyond
556 Showtime Next	557 Showtime Women
558 Showtime Family Zone	559 Showtime West
561 Showtime Showcase West	562 Showtime Extreme West
570 TMC On Demand	571 TMC
572 TMC Xtra	574 TMC Xtra West
580 Starz On Demand	581 Starz
582 Starz Edge	583 Starz in Black
584 Starz Kids & Family	585 Starz Cinema
586 Starz Comedy	587 Starz West
594 EPIX On Demand	595 EPIX
596 EPIX West	597 EPIX 2
598 EPIX 3	599 EPIX Drive-In
	MOVIE CHANNELS
600 TWC Movie Pass On Demand	601 Encore On Demand
602 Encore	603 Encore Action
604 Encore Black	605 Encore Classic
606 Encore Suspense	607 Encore Westerns
608 Encore Family	

CHANNEL NAME	CHANNEL NAME
609 Encore West	621 Indioplex
622 Retroplex	623 Flix
625 Sundance TV	627 IFC
629 Hallmark Movies & Mysteries	630 LMN
631 TCM	632 FX Movie Channel
633 MGM HD	634 Universal HD
	PAY-PER-VIEW
650 Pay-Per-View Previews	651 HD Pay-Per-View Events 1
660 Pay-Per-View Events 1	661 Pay-Per-View Events 2
662- Pay-Per-View Events 3-7	666
	3D
671 3D Special Events	672 3D Special Events 2
673 3D Pay-Per-View Events	
	SPORT PACKAGES
700- MLB Extra Innings	722
725- NBA League Pass	743
750- NHL Center Ice	772
775- MLS Direct Kick	783
	LATINO
834 CNN en Espanol	847 FOROtv
895 Univision Telenovelas	898 NBC Universo
899 Tr3s	900 Fuse
925 Disney XD Espanol	930 Discovery en Espanol
932 History en Espanol	950 ESPN Deportes
951 TWC Deportes	953 FOX Deportes
958 beIN SPORTS Espanol	959 Univision Deportes
960 Go!TV	971 Cine Latino
	ON DEMAND
1000 Movies On Demand	1001 Primetime On Demand
1002 Entertainment On Demand	1003 Cutting Edge On Demand
1004 Kids On Demand	1005 Music On Demand
1006 Music Choice On Demand	1007 Lifestyle On Demand
1008 Nature & Knowledge On Demand	1009 Sports & Fitness On Demand
1020 Local On Demand	1028 Automotive On Demand
	LOCAL PROGRAMMING
1200 WKBW (ABC)	1203 WGRZ (NBC)
1206 WUTV (FOX)	

CHANNEL NAME	CHANNEL NAME
1209 WIVB (CBS)	1212 WNLO (CW)
1215 WNYO (My Network)	1218 WPXJ (ION)
1221 WNED (PBS)	1230 WBBZ (MeTV)
1232 WNYB (IND)	1233 WVTT (IND)
1237 CFTO (CTV)	1240 WKBW DT2
1241 WKBW DT3	1245 WGRZ D2 (Antenna TV)
1246 WGRZ DT3 (Justice TV)	1250 WUTV D2 The Country Network
1251 WUTV DT3	1265 WNYO DT (GetTV)
1275 WNED D2 ThinkBright	1301 Public Access
	INTERNATIONAL
1400 CTI Zhong Tian Channel	1401 CCTV4
1403 Phoenix North America	1404 Phoenix InfoNews
1422 TVB1	1423 TVB2
1424 TVBE	1425 TVBS
1450 TFC	1451 Filipino On Demand
1452 GMA PinoyTV	1453 GMA LifeTV
1456 DZBB Super Radyo	1457 DWLS Super Radyo
1500 TV Japan	1515 SBTN
1516 TVBV	1530 UTV Movies
1531 Eros Now	1532 Filmy
1533 Zee TV	1539 ITV Gold
1540 Swagat TV	1541 Set Asia
1542 TV Asia	1550 Star India Gold
1551 Star India News	1552 Life OK
1553 Star India Plus	1554 Willow
1557 NDTV 24X7	1575 TV 5 Monde
1581 RAI Italia	1586 DW Amerika
1592 TV Polonia	1595 Polskie Radio1
1596 Polskie Radio3	1610 RTN
1612 CIR	1613 RTVI
1621 TV 1000 Russian Kino	1632 Art Cable
	ADULT
1800 Adult On Demand	1801 Hustler TV On Demand
1802 Hustler TV HD	1803 Hustler TV
1804 Penthouse On Demand	1805 Penthouse
1806 REAL On Demand	1807 REAL
1808 TEN On Demand	1809 TEN
1810 Playboy On Demand	

CHANNEL NAME	CHANNEL NAME
1811 Playboy	1812 Playboy en Espanol
1814 Vivid On Demand	1815 Vivid
1825 HIS On Demand	1827 Manhandle On Demand
1828 Manhandle	1832 REAL PPV
1833 Penthouse PPV	1834 TEN PPV
1846 Too Much For TV On Demand	1847 Outrageous On Demand
1848 Here TV On Demand	1849 Here!
	RADIO
1900 Music Choice On Demand	1901 Hit List
1902 Pop Rhythmic	1903 Dance/EDM
1904 MC indie	1905 Hip-Hop And R&B
1906 Rap	1907 Hip-Hop Classics
1908 Throwback Jamz	1909 R&B Classics
1910 R&B Soul	1911 Gospel
1912 Reggae	1913 Rock
1914 Metal	1915 Alternative
1916 Adult Alternative	1917 Rock Hits
1918 Classic Rock	1919 Soft Rock
1920 Love Songs	1921 Pop Hits
1922 Party Favorites	1923 Teen MC
1924 Kidz Only	1925 Toddler Tunes
1926 Y2K	1927 90's
1928 80's	1929 70's
1930 Solid Gold Oldies	1931 Pop Country
1932 Today's Country	1933 Country Hits
1934 Classic Country	1935 Contemporary Christian
1936 Pop Latino	1937 Musica Urbana
1938 Mexicana	1939 Tropicales
1940 Romances	1941 Sounds of The Season
1942 Stage & Screen	1943 Soundscapes
1944 Smooth Jazz	1945 Jazz
1946 Blues	1947 Singers & Swing
1948 Easy Listening	1949 Classical Masterpieces
1950 Light Classical	
	TWC INFO
1999 TWC How To On Demand	

CHANNEL NAME	CHANNEL NAME
1999 TWC How To On Demand	

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. ©2016 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.



WNY Rochester (Yates/Ontario, Steuben/Schuyler) WNY Buffalo (Buffalo, Olean, WNY Suburban, Westfield)

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

TV SERVICES AND PACKAGES

Starter TV ¹	\$ 20.00
Essential TV ²	\$ 49.99
<small>(Includes Starter TV and selection of 40+ cable networks)</small>	
Standard TV	\$ 84.99
<small>(Includes Starter TV)</small>	
Preferred TV	\$ 94.99
<small>(Includes Starter TV, Standard TV Variety Pass)</small>	
Variety Pass	\$ 10.00
HD Pass	\$ 6.00
TWC Sports Pass	\$ 10.00
TWC Movie Pass	\$ 10.00
TV en Español	\$ 6.99
Family Choice ³	\$ 12.99
Broadcast TV Surcharge	\$ 3.75
Sports Programming Surcharge	\$ 5.00

¹ Subscription to Starter TV is required for all TV Packages.
² Cannot be combined with any other tiers. Restricted to Standard Definition non-DVR equipment only. Other restrictions apply.
³ Family Choice cannot be combined with any other video programming. Family Choice not available in all areas.

PREMIUM SERVICES

HBO ⁴	\$ 16.99
Showtime ⁴	\$ 15.99
The Movie Channel™	\$ 15.99
STARZ ⁴	\$ 14.99
Cinemax ⁴	\$ 14.99
EPIX ⁴	\$ 9.99
Encore Pass	\$ 6.99

ADULT PREMIUM SERVICES

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



1-800-TWCABLE
twc.com

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please visit twc.com

INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
Cantonese (TVS Jade World - TVB1, TVB2, TVB3, TVB5 & CCTV4)	\$ 39.99
Filipino (Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWL, S Radio, GMA DE2B Radio & TFC)	\$ 24.99
French (TV5MONDE)	\$ 9.99
German (DW America)	\$ 9.99
Hindi (Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life Ok & AFB News)	\$ 19.99
(Hindi Pass - STAR India PLUS, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - STAR India PLUS, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7 & TV Gold)	\$ 39.99
(Hindi Passport - STAR India PLUS, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7, STAR India GOLD, Filmy, UTV Movies, TV Gold & Eros Now)	\$ 69.99
Italian (RaiItalia)	\$ 9.99
Japanese (TV JAPAN)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV 4, CTV, Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (Russian Language Pack - CIR, RTN, A TV & TV GOO Russian Kino)	\$ 25.99
Vietnamese (Vietnamese Pass - SSTN & 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	Varies
(New Releases & Classic Movies, Adult & Special Events)	
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

Everyday Low Price	\$ 14.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade*	\$ 10.00
Extreme Upgrade*	\$ 20.00
Ultimate Upgrade*	\$ 50.00
Home WiFi	\$ 4.99

* Turbo, Extreme or Ultimate Upgrade can be added to Standard

HOME PHONE

Home Phone National	\$ 42.99
Home Phone State	\$ 29.99
Home Phone Local	\$ 24.99
Second Line National Option*	\$ 29.95
Second Line State Option*	\$ 24.95
Second Line Local Option*	\$ 29.95
International OnePrice® Plan† (Additional)	\$ 19.99
Global Penny Phone Plan (Additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing	\$ 4.99

* Requires primary Home Phone Nationwide line

† Requires primary Home Phone State line

‡ Requires primary Home Phone Local line

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

EQUIPMENT & EXTRAS

Digital, HD, DVR or HD-DVR Set-Top Box and Remote Package	\$ 11.75
(Includes Set-Top Box and Remote)	
DVR Service Fee (per DVR)	\$ 12.99
Enhanced DVR (per DVR)	\$ 15.99
Whole House DVR or Enhanced Whole House DVR Service (per WiFi DVR)	\$ 19.99
The Guide	\$ 3.25
CableCARD™ (each)	\$ 2.50
Digital Adapter and Remote	\$ 3.25
Internet Modem Lease	\$ 10.00

INSTALLATION

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

* Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment. Applicable 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

COD (Payment Collected at Time of Installation)	\$ 9.95
Deposit Fee	\$ 50-100.00
Equipment Pick Up	\$ 39.99
Equipment Reactivation Fee	\$ 5.99
Field Collection/Trip Charge Fee	\$ 25.00
Late Fee	\$ 8.50
Reconnect Fee	\$ 29.99
Returned Payment Fee	\$ 20.00
Telephone Activation	\$ 19.99
Telephone Number Transfer Charge ¹⁰	\$ 19.99
Upgrade/Downgrade	\$ 29.99

¹⁰ 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

Village of Portville

Public Hearing

January 19, 2016

Present: Emily Woodhead, Mayor
Joseph McLarney, Deputy Mayor
Helen Worth, Trustee
Frank Morales, Trustee
Krenda Hale, Clerk/Treasurer
TJ Shaw, DPW Superintendent

Absent: Gene Rogers, Trustee
Ronald Brisbee, Police

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER CABLE NORTHEAST LLC in the Village of Portville,
Cattaraugus County,

An application has been duly made to the Board of Trustees of the Village of Portville, County of Cattaraugus, New York, by **TIME WARNER CABLE NORTHEAST LLC** ("Time Warner"), a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, and holder of a cable television franchise in the Village of Portville for the approval of an agreement to renew Time Warner's cable television franchise for an additional fifteen (15) years. 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.

NOW, THEREFORE, the Board of Trustees of the Village of Portville 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

Village of Portville

Public Hearing

January 19, 2016

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

Resolution #001-16

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

BE IT FURTHER RESOLVED that the Board of Trustees of the Village of Portville hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on 10/06/05.

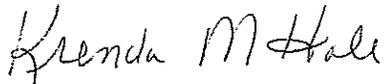
Resolved: Joseph McLarney

2nd: Frank Morales

ALL AYES

I certify this to be Resolution # 01-16 passed at the Village Board Meeting on January 19, 2016 in the Village Hall located at 1 South Main St. Portville, NY 14770.

Krenda M Hale



Village Clerk/Treasurer

VILLAGE OF PORTVILLE – FRANCHISE AGREEMENT
JANUARY 8, 2016

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Portville, 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 1-19-16 between the Village of Portville (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 June 23, 2005, 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 Portville/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 Portville. Such area shall include all areas annexed by the Village of Portville. 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.
- 2.15 “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 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 Portville
 Attn: Mayor
 1 S. Main St., PO Box 436
 Portville, NY 14770

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 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 January 19, 2016.

GRANTOR OF THE VILLAGE OF PORTVILLE

TIME WARNER CABLE
NORTHEAST LLC

By: Emily M. Woodhead

By: Ty H. [Signature]

Title: Mayor

Title: SUP & CFO, Residential Services

RECEIVED

JAN 19 2018 ⁶ K#

VILLAGE OF PORTVILLE

AFFIDAVIT

Advertiser:

Village of Portville
PO Box 436
Portville, NY 14770

NOTICE OF PUBLIC
HEARING
TIME WARNER
CABLE FRANCHISE
AGREEMENT
FOR VILLAGE OF
PORTVILLE

Please take notice that the Village of Portville will hold a Public Hearing on the 19th of January at 5:30 pm at the Village of Portville Municipal Building, 1 South Main Street;

Portville, New York regarding renewal of the cable franchise agreement by and between the Village and Time Warner Cable. A copy of this agreement is available for public inspection during normal business hours 9am to 3pm Mon-Fri. at the Village Clerk's office, 1 South Main St. Portville. All parties interested in this matter may be heard at this time.

Krenda M Hale
Village Clerk/
Treasurer

(County of Cattaraugus)

I, Cathy Powley, being duly sworn, deposes and says that she is Legal Clerk of Olean Times Herald, publishers of Olean Times Herald, a newspaper published in Olean, New York, having a general circulation in Cattaraugus and Allegany Counties, and that the attached advertisement was published 3 time(s) on 01/12/16; 01/13/16; 01/14/16.

Cathy Powley
Legal Clerk

Subscribed and Sworn to before me this 14th day of January, 2016

Lesli L. Linderman

Olean Times Herald
639 Norton Drive
Olean, NY 14760

LESLI L. LINDERMAN
Notary Public, State of New York
No. 01LI6025284
Qualified in Cattaraugus County
My Commission Expires 5/24/2019

Olean Times Herald, 639 Norton Drive, Olean, NY 14760 (716) 372-3121

AFFIDAVIT

Advertiser:

Time Warner Cable
Catherine Andalora
2604 Seneca Ave.
NIAGARA FALLS, NY 14305

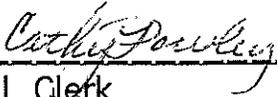
**LEGAL NOTICE FOR
APPLICATION OF
FRANCHISE
RENEWAL**

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 Portville, Cattaraugus County, New York.

The application and all comments filed relative thereto are available for public inspection at the Village of Portville office during normal business hours. Interested persons may file comments on the application with the Village of Portville Clerk, 1 South Main Street, Portville, NY 14770 and with the New York State Public Service Commission within 10 days of publication.

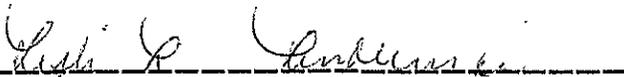
(County of Cattaraugus)

I, Cathy Powley, being duly sworn, deposes and says that she is Legal Clerk of Olean Times Herald, publishers of Olean Times Herald, a newspaper published in Olean, New York, having a general circulation in Cattaraugus and Allegany Counties, and that the attached advertisement was published 2 time(s) on 4/22/16; 4/29/16.



Legal Clerk

Subscribed and Sworn to before me this 29th day of April, 2016



LESLI L. LINDERMAN

Notary Public, State of New York

No. 0116025284

Qualified in Cattaraugus County

My Commission Expires 5/21/20 16

Olean Times Herald, 639 Norton Drive, Olean, NY 14760 (716) 372-3121