



January 31, 2017

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/Town of Tioga, NY

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 12/08/15
3. Fully executed copy of Franchise Renewal Agreement dated 12/08/15
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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Mueller", written over a horizontal line.

Chris Mueller
Director, Government Affairs
Charter Communications

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER CABLE NORTHEAST LLC, locally known as Charter Communications** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **TOWN OF TIOGA**, County of Tioga, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Charter Communications**.
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 December 18, 2016 are:

Franchise Name	Subscribers
Candor, Town of	409
Owego, Town of (town)	848
Owego, Village of	969
Tioga, Town of	492
Newark Valley, Town of	427
Newark Valley, Village of	262

6. The following signals are regularly carried by the CNY (Owego 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 Town of Tioga 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:

Municipality	Plant Miles added 2016
Candor, Town of	0.08
Owego, Town of (town)	0.52
Owego, Village of	0.00
Tioga, Town of	0.07
Newark Valley, Town of	0.05
Newark Valley, Village of	0.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.
- _____
- _____
13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

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

Dated: 01/31/17

By: 
 Chris Mueller
 Director, Government Affairs
 Charter Communications



Binghamton, NY

Location : 13827

© Network 2014

STARTER TV			
6	ABC (WIVT) HD	3	FOX (WICZ) HD
2	CBS (WBNG) HD	8	MyTV (WBPN)
11	CW (WBNG) HD	5	NBC (WBGH) HD
1276	Create (WSKG)	83	☼ New York State Legislative Channel
		7	PBS (WSKG) HD
		1275	PBS World (WSKG)
		14	TW Binghamton TV 14
		1	TWC News Southern Tier HD

STANDARD TV			
38	A&E HD	39	FX HD
61	AMC HD	56	Food Network HD
420	☼ Additional Sports Programming 1	206	☼ Fox Business Network HD
421	☼ Additional Sports Programming 2 HD	33	Fox News Channel HD
422	☼ Additional Sports Programming 3 HD	400	Fox Sports 1 HD
423	☼ Additional Sports Programming 4 HD	44	Freeform HD
424	☼ Additional Sports Programming 5 HD	30	Golf Channel HD
53	Animal Planet HD	57	HGTV HD
41	BET HD	18	HLN HD
62	Bravo HD	69	HSN HD
50	C-SPAN	48	Hallmark Channel HD
226	C-SPAN 2	629	☼ Hallmark Movies & Mysteries HD
221	☼ CCTV News	55	History HD
60	CMT HD	9	ION Television
20	CNBC HD	138	☼ Investigation Discovery HD
17	CNN HD	67	LMN HD
47	Cartoon Network HD	37	Lifetime HD
40	Comedy Central HD	1020	☼ Local On Demand
51	Discovery Channel HD	29	MSG HD
70	Discovery Life	28	MSG Plus HD
46	Disney Channel HD	326	MSG2 HD
268	☼ Disney OnDemand	327	MSG2 Plus HD
42	E! HD	19	MSNBC HD
25	ESPN HD	59	MTV HD
26	ESPN2 HD	32	NBCSN HD
86	EVINE Live HD	65	National Geographic HD
49	EWTN HD	45	Nickelodeon HD
		64	OWN HD
		90	Oxygen HD
		15	QVC HD
		385	☼ SEC Alternate
		384	☼ SEC Network HD
		24	SNY HD
		482	☼ Shop Zeal 1
		489	☼ Shop Zeal 2 - Inspiration
		485	☼ Shop Zeal 3 - Lifestyle
		486	☼ Shop Zeal 4 - Lifestyle
		488	☼ Shop Zeal 5 - News & Info
		43	Spike HD
		36	Syfy HD
		10	TBS HD
		63	TCM HD
		52	TLC HD
		34	TNT HD
		13	TV Land HD
		23	TWC SportsChannel Syracuse HD
		21	The Weather Channel HD
		54	Travel Channel HD
		35	USA HD
		58	VH1 HD
		66	WE tv HD
		126	WGN America HD
		31	YES Network HD
		68	truTV HD

PREFERRED TV			
185	ASPIRE	114	Esquire HD
491	America's Auction Network	292	FM HD
140	American Heroes Channel HD	632	FX Movie Channel
110	BBC America HD	109	FXX HD
209	BBC World News HD	134	FYI HD
256	BabyFirst TV	401	Fox Sports 2
207	Bloomberg TV HD	169	Fuse HD
253	Boomerang	177	GSN HD
227	C-SPAN 3	490	Gem Shopping Network
315	CBS Sports Network HD	295	Great American Country
208	CNBC World	484	HSN2 HD
182	Centric	627	IFC HD
127	Chiller	461	INSP HD
139	Cloot	621	IndiePlex
163	Cooking Channel HD	93	Jewelry Television
137	Crime & Investigation HD	469	Jewish Life TV
161	DIY Network HD	12	Leased Access
463	Daystar	174	Lifetime Real Women
135	Destination America HD	492	Liquidation Channel SD
266	Discovery Family HD	179	Logo
254	Disney Junior HD	306	MLB Network HD
265	Disney XD HD	120	MTV Classic
370	ESPNU HD	286	MTV Live
302	ESPNews HD	119	MTV2 HD
145	El Rey HD	308	NBA TV HD
		310	NFL Network HD
		130	Nat Geo Wild HD
		257	Nick Jr HD
		288	Nick Music
		262	Nicktoons HD
		408	Outdoor Channel HD
		187	Ovation TV HD
		175	POP HD
		481	QVC Plus
		297	RFD-TV HD
		178	RLTV
		128	ReelzChannel HD
		291	Revolt HD
		136	Science Channel HD
		131	Smithsonian Channel HD
		215	Spectrum News NY1 HD
		255	Sprout HD
		625	SundanceTV HD
		464	TBN HD
		263	TeenNick
		406	Tennis Channel HD
		124	UP HD
		403	Velocity HD
		133	Viceland HD
		186	Youtoo

VARIETY LITE ESPAÑOL			
850	Canal Sur	847	FOROtv
971	Cine Latino	932	History en Espanol
930	Discovery en Espanol	898	NBC Universo East
440	ESPN Deportes HD	441	Spectrum Deportes HD
		895	Univision thovelas
		913	Video Rola
		443	beIN SPORTS Espanol HD

ADULT			
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1803	Hustler TV	1804	Penthouse On Demand	1809	TEN
1802	Hustler TV HD	1810	Playboy On Demand	1808	TEN On Demand
1801	Hustler TV On Demand	1811	Playboy TV	1846	Too Much For TV OnDemand
1828	Manhandle	1812	Playboy en Espanol	1814	Vivid On Demand
1827	Manhandle OnDemand	1807	Real	1815	Vivid TV
1847	Outrageous OnDemand	1806	Real On Demand		
1805	Penthouse	1832	Real Pay-Per-View		

CINEMAX					
537	5 StarMax HD	530	Cinemax On Demand	535	OuterMax HD
533	ActionMax HD	539	Cinemax West	534	ThrillerMax HD
541	ActionMax West	536	Max Latino HD	542	ThrillerMax West
531	Cinemax HD	532	MoreMax HD		
540	Cinemax MoreMax West	538	MovieMAX HD		

EPIX					
599	EPIX Drive-in	596	EPIX HD West	594	EPIX OnDemand
595	EPIX HD	598	EPIX Hits HD	597	EPIX2 HD

FAMILY PASS					
253	Boomerang	70	Discovery Life	57	HGTV HD
226	C-SPAN 2	46	Disney Channel HD	18	HLN HD
227	C-SPAN 3	268	Disney OnDemand	257	Nick Jr HD
161	DIY Network HD	265	Disney XD HD	136	Science Channel HD
266	Discovery Family HD	56	Food Network HD	21	The Weather Channel HD

HBO					
515	HBO Comedy HD	517	HBO Latino HD	518	HBO West
522	HBO Comedy West	524	HBO Latino West	516	HBO Zone HD
514	HBO Family HD	510	HBO On Demand	523	HBO Zone West
521	HBO Family West	513	HBO Signature HD	512	HBO2 HD
511	HBO HD	520	HBO Signature West	519	HBO2 West

HD PASS					
402	MAVTV HD	297	RFD-TV HD	634	Universal HD
633	MGM HD	131	Smithsonian Channel HD	417	beIN SPORTS HD

INTERNATIONAL PREMIUMS					
1551	ABP News	1557	NDTV 24x7	1542	TV Asia
1632	Arabic TV	1404	Phoenix Info News	1500	TV Japan HD
1612	CIR - Channel 1 Russia	1403	Phoenix North America	1592	TV Polonia
221	CCTV News	1595	Polskie Radio 1	1575	TV5MONDE
1401	CCTV4	1596	Polskie Radio 3	1422	TVB1
1400	CTI Zhong Tian Channel	1581	RAI Italia	1423	TVB2
1531	Eros On Demand	1613	RTVi	1424	TVBE HD
1532	Filmy	1515	SBTN	1425	TVBS
1457	GMA DWLS Radio	1541	Set Asia	1516	TVBV
1456	GMA DZBB Radio	1550	Star India Gold	1610	WMNB Russian TV (RTN TV)
1453	GMA LifeTV	1553	Star India Plus	1554	Willow
1452	GMA PinoyTV	1540	Swagat TV	1533	Zee TV
1539	ITV Gold	1450	TFC		
1552	Life OK	1621	TV 1000 Russian Kino		

MLB EXTRA INNINGS					
709	NHL Center Ice/MLB Extra Innings 1	712	NHL Center Ice/MLB Extra Innings 4	702	NHL Center Ice/MLB Extra Innings HD 3
718	NHL Center Ice/MLB Extra Innings 10	713	NHL Center Ice/MLB Extra Innings 5	703	NHL Center Ice/MLB Extra Innings HD 4
719	NHL Center Ice/MLB Extra Innings 11	714	NHL Center Ice/MLB Extra Innings 6	704	NHL Center Ice/MLB Extra Innings HD 5
720	NHL Center Ice/MLB Extra Innings 12	715	NHL Center Ice/MLB Extra Innings 7	705	NHL Center Ice/MLB Extra Innings HD 6
721	NHL Center Ice/MLB Extra Innings 13	716	NHL Center Ice/MLB Extra Innings 8	706	NHL Center Ice/MLB Extra Innings HD 7
722	NHL Center Ice/MLB Extra Innings 14	717	NHL Center Ice/MLB Extra Innings 9	707	NHL Center Ice/MLB Extra Innings HD 8
710	NHL Center Ice/MLB Extra Innings 2	700	NHL Center Ice/MLB Extra Innings HD 1	708	NHL Center Ice/MLB Extra Innings HD 9
711	NHL Center Ice/MLB Extra Innings 3	701	NHL Center Ice/MLB Extra Innings HD 2		

MLS DIRECT KICK					
734	NBA League Pass 1	743	NBA League Pass/MLS Direct Kick 10	741	NBA League Pass/MLS Direct Kick 8
735	NBA League Pass 2	739	NBA League Pass/MLS Direct Kick 6	732	NBA League Pass/MLS Direct Kick 8 HD
736	NBA League Pass 3	730	NBA League Pass/MLS Direct Kick 6 HD	742	NBA League Pass/MLS Direct Kick 9
737	NBA League Pass 4	740	NBA League Pass/MLS Direct Kick 7	733	NBA League Pass/MLS Direct Kick 9 HD
738	NBA League Pass 5	731	NBA League Pass/MLS Direct Kick 7 HD		

MUSIC CHOICE					
1906	MC On Demand	1901	-MC01	1902	-MC02

1903	-MC03	1919	-MC19:	1935	-MC35:
1904	-MC04:	1920	-MC20:	1936	-MC36:
1905	-MC05:	1921	-MC21:	1937	-MC37:
1906	-MC06	1922	-MC22:	1938	-MC38:
1907	-MC07:	1923	-MC23:	1939	-MC39:
1908	-MC08:	1924	-MC24:	1940	-MC40:
1909	-MC09:	1925	-MC25:	1941	-MC41:
1910	-MC10:	1926	-MC26:	1942	-MC42:
1911	-MC11:	1927	-MC27:	1943	-MC43:
1912	-MC12:	1928	-MC28:	1944	-MC44: Tropicales
1913	-MC13:	1929	-MC29:	1945	-MC45:
1914	-MC14:	1930	-MC30:	1946	-MC46:
1915	-MC15:	1931	-MC31:	1947	-MC47
1916	-MC16:	1932	-MC32:	1948	-MC48:
1917	-MC17:	1933	-MC33:	1949	-MC49:
1918	-MC18:	1934	-MC34:	1950	-MC50:

NBA LEAGUE PASS					
734	NBA League Pass 1	728	NBA League Pass 4 HD	731	NBA League Pass/MLS Direct Kick 7 HD
725	NBA League Pass 1 HD	738	NBA League Pass 5	741	NBA League Pass/MLS Direct Kick 8
735	NBA League Pass 2	729	NBA League Pass 5 HD	732	NBA League Pass/MLS Direct Kick 8 HD
726	NBA League Pass 2 HD	743	NBA League Pass/MLS Direct Kick 10	742	NBA League Pass/MLS Direct Kick 9
736	NBA League Pass 3	739	NBA League Pass/MLS Direct Kick 6	733	NBA League Pass/MLS Direct Kick 9 HD
727	NBA League Pass 3 HD	730	NBA League Pass/MLS Direct Kick 6 HD	308	NBA TV HD
737	NBA League Pass 4	740	NBA League Pass/MLS Direct Kick 7		

NHL CENTER ICE					
709	NHL Center Ice/MLB Extra Innings 1	712	NHL Center Ice/MLB Extra Innings 4	702	NHL Center Ice/MLB Extra Innings HD 3
718	NHL Center Ice/MLB Extra Innings 10	713	NHL Center Ice/MLB Extra Innings 5	703	NHL Center Ice/MLB Extra Innings HD 4
719	NHL Center Ice/MLB Extra Innings 11	714	NHL Center Ice/MLB Extra Innings 6	704	NHL Center Ice/MLB Extra Innings HD 5
720	NHL Center Ice/MLB Extra Innings 12	715	NHL Center Ice/MLB Extra Innings 7	705	NHL Center Ice/MLB Extra Innings HD 6
721	NHL Center Ice/MLB Extra Innings 13	716	NHL Center Ice/MLB Extra Innings 8	706	NHL Center Ice/MLB Extra Innings HD 7
722	NHL Center Ice/MLB Extra Innings 14	717	NHL Center Ice/MLB Extra Innings 9	707	NHL Center Ice/MLB Extra Innings HD 8
710	NHL Center Ice/MLB Extra Innings 2	700	NHL Center Ice/MLB Extra Innings HD 1	708	NHL Center Ice/MLB Extra Innings HD 9
711	NHL Center Ice/MLB Extra Innings 3	701	NHL Center Ice/MLB Extra Innings HD 2		

SHOWTIME					
552	Showtime 2 HD	558	Showtime Family Zone	550	Showtime On Demand
555	Showtime Beyond HD	551	Showtime HD	553	Showtime Showcase HD
554	Showtime Extreme HD	556	Showtime Next HD	557	Showtime Women HD

STARZ					
622	RetroPlex	582	Starz Edge HD	580	Starz Play OnDemand
585	Starz Cinema HD	581	Starz HD	583	Starz in Black HD
586	Starz Comedy HD	584	Starz Kids & Family HD		

STARZ ENCORE					
603	Starz Encore Action HD	608	Starz Encore Family East	606	Starz Encore Suspense HD
604	Starz Encore Black HD	602	Starz Encore HD	607	Starz Encore Westerns
605	Starz Encore Classic HD	601	Starz Encore On Demand		

TMC					
623	Flix West	571	TMC HD	572	The Movie Channel Extra HD
625	SundanceTV HD	570	TMC On Demand		

TV EN ESPANOL					
850	Canal Sur	847	FOROtv	895	Univision tlnovelas
971	Cine Latino	932	History en Espanol	913	Video Rola
930	Discovery en Espanol	898	NBC Universo East	443	beIN SPORTS Espanol HD
440	ESPN Deportes HD	441	Spectrum Deportes HD		

TWC MOVIE PASS					
267	Disney Family Movies On Demand	605	Starz Encore Classic HD	606	Starz Encore Suspense HD
627	IFC HD	608	Starz Encore Family East	607	Starz Encore Westerns
603	Starz Encore Action HD	602	Starz Encore HD	625	SundanceTV HD
604	Starz Encore Black HD	601	Starz Encore On Demand		

TWC SPORTS PASS					
382	Big Ten Network HD	302	ESPNews HD	373	Fox College Sports Central
315	CBS Sports Network HD	442	FOX Deportes HD	374	Fox College Sports Pacific
303	ESPN Classic	372	Fox College Sports Atlantic	419	Fox Soccer Plus HD

401	Fox Sports 2	381	PAC-12 Bay Area HD	331	Spectrum SportsNet LA HD
416	Go!TV HD	376	PAC-12 Los Angeles HD	409	Sportsman Channel
308	NBA TV HD	380	PAC-12 Mountain HD	413	TVG Network (TV Games)
310	NFL Network HD	375	PAC-12 National	406	Tennis Channel HD
311	NFL Redzone HD	379	PAC-12 Oregon HD	417	be!N SPORTS HD
312	NHL Network HD	378	PAC-12 Washington HD		
377	PAC-12 Arizona HD	330	Spectrum SportsNet HD		

VARIETY PASS					
185	ASPIRE	114	Esquire HD	310	NFL Network HD
491	America's Auction Network	292	FM HD	130	Nat Geo Wild HD
140	American Heroes Channel HD	632	FX Movie Channel	257	Nick Jr HD
110	BBC America HD	109	FXX HD	288	Nick Music
209	BBC Sports News HD	134	FYI HD	262	Nicktoons HD
256	BabyFirst TV	401	Fox Sports 2	408	Outdoor Channel HD
207	Bloomberg TV HD	169	Fuse HD	187	Ovation TV HD
253	Boomerang	177	GSN HD	175	POP HD
227	C-SPAN 3	490	Gem Shopping Network	481	QVC Plus
315	CBS Sports Network HD	295	Great American Country	297	RFD-TV HD
208	CNBC World	484	HSN2 HD	178	RLTV
182	Centric	627	IFC HD	128	ReelzChannel HD
127	Chiller	461	iNSP HD	291	Revoit HD
139	Cloo	621	IndiePlex	136	Science Channel HD
163	Cooking Channel HD	93	Jewelry Television	131	Smithsonian Channel HD
137	Crime & Investigation HD	469	Jewish Life TV	215	Spectrum News NY1 HD
161	DIY Network HD	12	Leased Access	255	Sprout HD
463	Daystar	174	Lifetime Real Women	625	SundanceTV HD
135	Destination America HD	492	Liquidation Channel SD	464	TBN HD
266	Discovery Family HD	179	Logo	263	TeenNick
254	Disney Junior HD	306	MLB Network HD	406	Tennis Channel HD
265	Disney XD HD	120	MTV Classic	124	UP HD
370	ESPNU HD	286	MTV Live	403	Velocity HD
302	ESPNews HD	119	MTV2 HD	133	Viceland HD
145	El Rey HD	308	NBA TV HD	186	Youtoo

VARIETY PASS PLUS

MISCELLANEOUS					
1394	CH14	371	ESPN Goal Line / Buzzer Beater HD	213	Spectrum Radar
1395	CH98	1300	LEASEDACCESS	324	TWCS2-CPST
1390	Community Calendar	4	Leased Access 02	325	TWCS3-CPST
1586	DW Amerika	307	MLB Strike Zone HD		
1851	EASCHANNEL	650	Pay-Per-View Preview		

By subscribing to these services, customer agrees to be bound by the terms of TWC's Subscriber Agreement which can be found at help.twcable.com/policies.html. Time Warner Cable leases CableCARDs for \$2.50 per month, per CableCARD, for use in customer-owned retail CableCARD-compatible devices. Our leased Set-Top Boxes also include either a CableCARD or integrated security inside the device. Our lease rate for Set-Top Boxes that contain a CableCARD includes a \$2.50 imputed charge for the CableCARD. If you lease a CableCARD in lieu of such a Set-Top Box, we now offer a prospective monthly credit to reflect the difference between the standard lease rates of Set-Top Boxes 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: 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. ©2017 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



Altona, Bangor, Bombay, Buffalo, Burke, Candor, Canton, Champlain, Chateaugay, Chazy, Constable, Dekalb, Diana, Ellenburg, Fowler, Ft. Covington, Gouverneur, Hermon, Hopkinton, Lawrence, Lisbon, Madrid, Malone, Massena, Moira, Mooers, Morristown, Ogdensburg, Oswegatchie, Owego, Parishville, Pierrepont, Pitcairn, Potsdam, Rensselaer Galls, Stockholm, Stockholm, Tioga, Waddington, Westville

TV SERVICES AND PACKAGES

Starter TV ¹	\$ 18.00
Essential TV ²	\$ 49.99
(includes Starter TV and selection of 40+ cable networks)	
Standard TV	\$ 84.99
(includes Starter TV)	
Preferred TV	\$ 94.99
(includes Starter TV, Standard TV, Variety Pass)	
Variety Pass	\$ 10.00
HD Pass	\$ 6.00
TWC Sports Pass	\$ 10.00
TWC Movie Pass	\$ 10.00
TV en Español	\$ 9.95
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®	\$ 16.99
Showtime®	\$ 15.99
The Movie Channel™	\$ 15.99
STARZ®	\$ 15.99
Cinemax®	\$ 15.99
EPIX®	\$ 9.99
Encore Pass	\$ 6.99

ADULT PREMIUM SERVICES

Playboy TV	\$ 16.95
Penthouse	\$ 12.95
Hustler	\$ 12.95
VIVID	\$ 12.95
TEN	\$ 12.95
REAL	\$ 12.95
Manhandle	\$ 12.95
Adult 3-Pack	\$ 24.95



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twc.com

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01 40 (503, 505, 507, 508, 513, 514, 517, 518, 521-523, 526, 528, 529, 531, 532, 534, 536, 537, 541, 542, 544, 545, 547, 549, 550, 552, 554, 556, 558-564, 566-569) 01 71 (792, 794, 795) 89 50 (100-116, 120-131, 206-210, 232-240)

6046-RC-NE-0117

INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
Cantonese (TVB Jade World - TVB1, 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 (TV5MONDE)	\$ 9.95
German (DW Amerika)	\$ 9.99
Hindi (Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life OK & APB 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 & ITV 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, ITV Gold & Eros Now)	\$ 69.99
Italian (Rai Italia)	\$ 9.95
Japanese (TV JAPAN)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (RTN)	\$ 14.99
(Russian Language Pack - CIR, RTN, RTVi & TV1000 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	\$ 7.99
Too Much For TV On Demand	\$ 14.99

INTERNET

Everyday Low Price	\$ 14.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade⁴	\$ 10.00
Extreme Upgrade⁴	\$ 20.00
Ultimate Upgrade⁴	\$ 50.00
Home WiFi	\$ 4.99

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

PHONE

TWC Phone Unlimited	\$ 44.99
TWC Phone Instate	\$ 29.99
TWC Phone Local	\$ 24.99
Second Line Unlimited⁵	\$ 29.95
Second Line Instate⁶	\$ 24.95
Second Line Local⁷	\$ 29.95
International OnePrice® Plan⁸ (additional)	\$ 19.99
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing (per phone number)	\$ 4.99

⁵ Requires primary TWC Phone Unlimited line.

⁶ Requires primary TWC Phone Instate line.

⁷ Requires primary TWC Phone line.

⁸ Subscription to TWC 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 WH-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 prewired)	\$ 50.00
Internet Installation	\$ 50.00
Phone Installation	\$ 50.00
Additional Outlet at Time of Installation	\$ 10.00
WH-DVR Installation	\$ 20.00
Home WiFi Installation	\$ 20.00
Easy Connect Rescue Fee	\$ 50.00
Easy Connect Shipping Charge	\$ 10.00
Trip Charge⁹	\$ 50.00
Custom Work Hourly Service Charge	\$ 50.00

⁹ Applicable when adding and/or relocating outlet, transferring, reconnecting, 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
Deposit Fee	\$50-100.00
Late Fee	\$ 8.95
Reconnection Fee	\$ 4.99
Returned Payment Fee	\$ 25.00
Statement Copy	\$ 1.99

UNRETURNED/LOST/DAMAGED EQUIPMENT

Access Point	\$ 172.00
CableCARD	\$ 22.00
Digital Receiver	\$ 123.00
Digital Terminal Adapter	\$ 40.00
IntelligentHome Cloud Server	\$ 103.00
IntelligentHome Touchscreen	\$ 255.00
Modem	\$ 39.00
Phone Modem	\$ 39.00
Tuning Adapter	\$ 130.00
WiFi Extender	\$ 78.00
WiFi Modem	\$ 78.00
WiFi Phone Modem	\$ 78.00
WiFi Router	\$ 78.00

STATE OF NEW YORK
Town of Tioga
County of Tioga

In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Town of Tioga, County of Tioga, New York

RESOLUTION

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

A public hearing was held in the Town of Tioga, New York on December, 8 at 7:30 P.M. and notice of the hearing was published in the Tioga County Courier on November 18, 2015.

NOW, THEREFORE, the Board of the Town of Tioga finds that:

1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

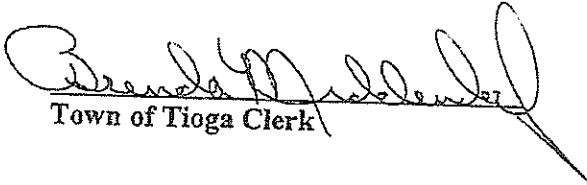
3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

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

BE IT FURTHER RESOLVED that the Board of the Town of Tioga hereby confirms acceptance of this Franchise Renewal Agreement.

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

Dated: December 8, 2015


Town of Tioga Clerk

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of (e) December 8, 2015 between the **TOWN OF TIOGA** (the "Grantor") and **Time Warner Cable Northeast LLC**, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated February 8, 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 ("NYSPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the TOWN OF TIOGA/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS

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

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

- 2.7 "Franchise Area" means the territorial area of the TOWN OF TIOGA. Such area shall include all areas annexed by the TOWN OF TIOGA. 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 "NYSPC" means the New York Public Service Commission or any successor agency.
- 2.11 "PEG Access Channel" or "PEG Channel" means video Channel which Grantee must make available without charge for Public, Educational or Governmental non-commercial use for the transmission of video programming consistent with NYSPC regulations.
- 2.12 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.13 "Public Property" means any real property owned by any governmental unit.
- 2.14 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.15 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.16 "Standard Drop" means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

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

- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Town of Tioga
 PO Box 193, 52 Fifth Avenue
 Tioga Center, NY 13845
 Attention: Supervisor
 Telephone: 607-687-2292

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

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

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

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

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

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

3.9 Continuing Administration. The Supervisor of the Town of Tioga is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS

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

SECTION 5. EAS AND PEG

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

SECTION 6. CONSTRUCTION PROVISIONS

- 6.1 Construction Standards.
 - A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
 - B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
 - C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
 - D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
 - E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
 - F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of 78 channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

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

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

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

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

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

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

SECTION 7. REPORTING PROVISIONS

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

SECTION 8. CONSUMER PROTECTION PROVISIONS

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

8.2 Customer Service.

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

SECTION 10. INDEMNITY AND INSURANCE

10.1 Indemnity

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

10.2 Liability Insurance.

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

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

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

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

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED

13.1 Discriminatory Practices Prohibited.

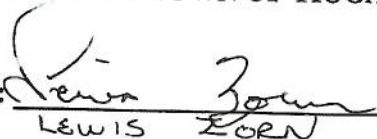
- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee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


SECTION 14. MISCELLANEOUS PROVISIONS

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

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of December 8, 2015.

GRANTOR OF TOWN OF TIOGA
 By: 
 LEWIS EGAN
 Title: SUPERVISOR

Time Warner Cable Northeast LLC
 By: 
 Mark Fitzpatrick
 Mark Brown
 Title: SVP & CFO, Residential Services
VP of Counsel, Govt Affairs

Tioga County Courier

59 Church Street, Owego, NY 13827

ph 607-687-0108 • fax 607-687-9065 • TiogaCourier@stny.rr.com

Affidavit of Publication

Produced for the PH on Cable Television Agreement

State of New York

Town of Owego ss.:

County of Tioga

Anne O. Stout being duly sworn and deposed, says she is the designee of the publisher of the *Tioga County Courier*, a weekly newspaper published in the Town of Owego, New York and of general circulation in the County of Tioga, State of New York.

A notice, of which the annexed is a printed copy, was published in the *Tioga County Courier* on the following date(s):

11/18/15

Anne O. Stout

Anne O. Stout, designee of the publisher

Sworn to before me this 14th day of December 2015

Mary E. Jones

MARY E. JONES
Notary Public, State of New York
Reg. No. 01JO6180667
Qualified in Tioga County
Commission Expires Jan. 14, 2016

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement between Time Warner Cable and the Town of Tioga.

PLEASE TAKE NOTICE that the Town of Tioga will hold a Public Hearing on December 8 at 7:30 p.m. at the Town Hall, 54 Fifth Avenue, Tioga Center, New York regarding granting a cable television franchise agreement by and between the Town of Tioga and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, 54 Fifth Avenue, Tioga Center, 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: November 10, 2015

By Order of the Board

Town of Tioga

(TCC 11:18) 31L

Tioga County Courier

59 Church Street, Owego, NY 13827

ph 607-687-0108 • fax 607-687-9065 • TiogaCourier@stny.rr.com

Affidavit of Publication

Produced for the Franchise - Town of Tioga

State of New York

Town of Owego ss.:

County of Tioga

Anne O. Stout being duly sworn and deposed, says she is the designee of the publisher of the *Tioga County Courier*, a weekly newspaper published in the Town of Owego, New York and of general circulation in the County of Tioga, State of New York.

A notice, of which the annexed is a printed copy, was published in the *Tioga County Courier* on the following date(s):

11/23/16 _____

Anne O. Stout

Anne O. Stout, designee of the publisher

Sworn to before me this 5th day of December 2016

[Signature]

MARY E. JONES
Notary Public, State of New York
Reg. No. 01JO6180667
Qualified in Tioga County
Commission Expires Jan. 14, 2020

LEGAL NOTICE

**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 Town of Tioga, Tioga County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Tioga office during normal business hours. Interested persons may file comments on the application with the Town of Tioga Clerk, 52 Fifth Avenue, Tioga Center, NY 13845 and with the New York State Public Service Commission within 10 days of publication of this notice at an (TCC 11:23-30) 24L