



Chris Mueller
Director of Local Franchising, Corporate

March 2, 2015

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

RE: Franchise Renewal – Time Warner Cable/Town of Starkey – 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 09/04/14
3. Fully executed copy of Franchise Renewal Agreement dated 09/09/14.
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 black ink, appearing to read "Chris Mueller", written over a horizontal line.

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

Enclosures

Cc: Sue Crans, Town 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 **TOWN OF STARKEY**, County of Yates, 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 June 25, 2014 are:

Franchise Name	Subscribers
Dundee, Village	361
Starkey, Town	270

6. The following signals are regularly carried by the WNY (Dundee 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 Starkey 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	New Plant Miles
Dundee, Village	-
Starkey, Town	-

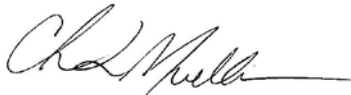
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment 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 Starkey Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 10/06/14

By: 

Chris Mueller
Director, Local Franchising
Time Warner Cable - Northeast

CHANNEL LINEUP

CHANNEL NAME		CHANNEL NAME	
CHANNELS (1-99)			
2	W-AM (ABC)	64	Oxygen
3	WSTM (NBC)	65	Nat Geo
4	YHN	66	YES Network
6	WGH America	67	Golf Channel
7	WCHV (PBS)	68	BET
8	WROC (CBS)	69	LMN
9	Syfy NBC	70	Fox News Channel
10	W-FX (CBS)	83	New York State Legislative Channel
11	WSP (CBS)	90	Oxygen
12	Public Access	93	SoapNet
13	W-AM (ABC)	ENTERTAINMENT	
14	Weather Channel	100	Primetime On Demand
15	MTV	101	USA Network
16	CNN	102	ASE
17	TNT	103	THT
18	Discovery Channel	104	TBS
19	QVC	105	AMC
20	Comedy Central	106	Discovery Channel
21	Time Warner Cable SportsChannel	107	History
22	SNY	108	FX
23	C-SPAN	110	BBC America
24	Travel Channel	111	Syfy
25	Cartoon Network	112	truTV
26	TBS	113	Comedy Central
27	E!	114	Esquire Network
28	TLC	116	Splice TV
29	EWTV	117	VH1
30	Spike	118	MTV
31	USA	119	MTV2
32	ABC Family	120	VH1 Classic
33	AMC	121	TV Land
34	Nickelodeon	122	ABC Family
35	A&E	123	Hallmark Channel
36	Animal Planet	134	UP
37	CNBC	126	WGH America
38	Lifetime	127	Chiller
39	ESPN	128	ReelzChannel
40	HLN	129	Nat Geo
41	VH1	130	Nat Geo Wild
42	Bravo	131	Smithsonian HD
43	Food Network	132	Animal Planet
44	truTV	133	H2
45	Discovery Fit & Health	134	BIO
46	HGTV	135	Destination America
47	MSNBC	136	Science
48	TV Land	137	Crime & Investigation
49	MSG Plus	138	Investigation Discovery
50	WJLP (MyNetwork)	139	Cleo
51	ESPN 2	140	Military Channel
52	Syfy	144	FX
53	TCM	LIFE & STYLE	
54	CMT	160	HGTV
55	MSG	161	DIY Network
56	History	162	Food Network
57	FX	163	Cooking Channel
58	Disney Channel	165	Travel Channel
59	Hallmark Channel	166	TLC
60	HSN	167	Bravo
61	NBC Sports Network	168	E!
62	OWN	170	Lifetime
63	WE		

CHANNEL NAME	CHANNEL NAME
171	Oxygen
172	WE tv
173	OWN
174	Lifetime Real Women
176	Soapnet
178	RLTV
179	Logo
180	Discovery Fit & Health
181	BET
182	Centric
186	YouTube
NEWS & INFO	
200	YNN
201	CNN
202	Fox News Channel
203	MSNBC
204	HLN
205	CNBC
206	Fox Business Network
207	Bloomberg TV
208	CNBC World
209	BBC World News
211	The Weather Channel
213	YNN 2-Hr SkyTracker Doppler
215	NY1
218	RT (Russia Today)
221	CCTV News
225	C-SPAN
226	C-SPAN 2
227	C-SPAN 3
229	NY State Legislative Channel
KIDS & TEENS	
250	Kids On Demand
251	Disney
253	Boomerang
254	Disney Jr
257	Nick Jr
258	Nickelodeon
262	Nicktoons
263	Teennick
264	Cartoon Network
265	Disney XD
266	The Hub
267	Disney Family Movies On Demand
268	Disney Channel On Demand
MUSIC	
285	Music On Demand
286	Palladia
288	MTV Hits
292	Fuse
293	CMT
295	GAC
297	RFD TV
SPORTS	
300	ESPN
301	ESPN2
302	ESPN News
303	ESPN Classic
306	MLB Network
307	MLB StrikeZone
308	NBA TV
310	NFL Network
311	NFL RedZone
312	NHL Network
314	NBC Sports Network
315	CBS Sports Network
318	MSG
319	MSG Plus
320	SNY
321	YES Network
323	TWC SportsChannel
324	TWC SportsChannel2
325	TWC SportsChannel3
326	Special Events/Overflow Sports
327	Special Events/Overflow Sports
330	TWC SportsNet
370	ESPN2
371	ESPN Goal Line / Buzzer Beater
372	Fox College Sports - Atlantic
373	Fox College Sports - Central
374	Fox College Sports - Pacific
375	Pac-12 National
382	Big Ten Network
398	Sports Pass Alternate Programming
399	Sports Pass Alternate Programming
400	Fox Sports 1
401	Fox Sports 2
402	MAV TV
403	Velocity HD
405	Golf Channel
406	Tennis Channel
407	Universal Sports
408	Outdoor Channel
409	Sportsman Channel
416	GoTV
417	beIN SPORT
419	Fox Soccer Plus
440	ESPN Deportes
441	TWC Deportes
442	Fox Deportes
443	beIN SPORT Espanol
INSPIRATION	
460	EWTV
461	INSP
463	Raystar
464	TBN
469	Jewish Life TV
SHOPPING	
480	QVC
481	QVC Plus
482	Shop Zeal 1
483	HSN
485	Shop Zeal 3 - Lifestyle
486	Shop Zeal 4 - Lifestyle
487	ShopNBC
488	Shop Zeal 5 - News & Info
489	Shop Zeal 2 - Inspiration
490	Gem Shopping Network
491	American Auctions
492	Liquidation
499	Jewelry Television
MOVIES	
500	Movies On Demand
501	Movies On Demand Top Titles 1
502	Movies On Demand Top Titles 2
503	Movies On Demand Top Titles 3
504	Movies On Demand Top Titles 4
505	Movies On Demand Top Titles 5
506	Movies On Demand Hits
507	Movies On Demand Kids & Teens
508	Free Movies On Demand
509	Movie Trailers On Demand

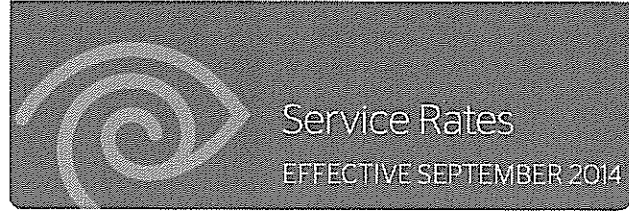
CHANNEL NAME	CHANNEL NAME
PREMIUMS	
510	HBO On Demand
511	HBO
512	HBO 2
513	HBO Signature
514	HBO Family
515	HBO Comedy
516	HBO Zone
517	HBO Latino
518	HBO West
519	HBO 2 West
520	HBO Signature West
521	HBO Family West
522	HBO Comedy West
523	HBO Zone West
524	HBO Latino West
530	Cinemax On Demand
531	Cinemax
532	MoreMax
533	ActionMax
534	ThrillerMax
535	OuterMax
536	Max Latino
537	5 StarMax
538	MovieMax
539	Cinemax West
540	MoreMax West
541	ActionMax West
542	ThrillerMax West
550	Showtime On Demand
551	Showtime
552	Showtime Top
553	Showtime Showcase
554	Showtime Extreme
555	Showtime Beyond
556	Showtime Next
557	Showtime Women
558	Showtime Family Zone
570	TMC On Demand
571	TMC
572	TMC Xtra
580	Starz On Demand
581	Starz
582	Starz Edge
583	Starz In Black
584	Starz Kids & Family
585	Starz Cinema
586	Starz Comedy
MOVIE CHANNELS	
600	TWC Movie Pass On Demand
602	Encore
603	Encore Action
604	Encore Drama
605	Encore Love
606	Encore Suspense
607	Encore Westerns
608	Encore Family
621	Indieplex
622	Retroplex
623	Flix
625	Sundance
627	IFC
629	Hallmark Movie Channel
630	LMN
631	TCM
632	FX Movies
633	MGM HD
634	Universal HD
635	FEARnet
PAY-PER-VIEW EVENTS	
650	Pay-Per-View Previews
651	HD Pay-Per-View Events 1
650	Pay-Per-View Events 1
661	Pay-Per-View Events 2
3D	
671	3D Special Events
672	3D Special Events 2
673	3D Pay-Per-View Events
SPORT PACKAGES	
700-722	MLB Extra Innings
725-743	NBA League Pass
750-772	NHL Center Ice
775-783	MLS Direct Kick
787-792	ESPN Full Court
794-799	ESPN GamePlan
LATINO	
850	Canal Sur
898	mun2
913	Video Rola
930	Discovery en Espanol
932	History en Espanol
950	ESPN Deportes
951	TWC Deportes
953	FOX Deportes
958	beIN SPORT Espanol
960	GoTV
970	Espanol Movies On Demand
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
1010	TWC Sports Pass On Demand
1011	Pro Sports On Demand
1019	Smithsonian HD On Demand
1020	Local On Demand
1025	Find It On Demand
1026	Travel On Demand
1027	Be Healthy On Demand
1028	Automotive On Demand
LOCAL PROGRAMMING	
1200	WHAM (ABC)
1203	WHEC (NBC)
1204	WSTM (NBC)
1206	WUHF (FOX)
1207	WSTV (FOX)
1209	WROC (CBS)
1212	WHAM D2 (CW)
1215	WJLP (MyNetwork)
1221	WXII (PBS)
1222	WCNY (PBS)
1300	Leased Access
1301	Public Access
1310	Drivers Village TV

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

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

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



ELMIRA, HORNELL, WATKINS GLEN, WOODHULL, JASPER, TROUPSBURG, ONEONTA, SAYRE, AVOCA, GENESEE, CAMERON, RATHBONE, HOWARD

TV SERVICES AND PACKAGES

Starter TV ¹	\$ 13.99
Essential TV ²	\$ 49.99
<small>(Includes Starter TV and selection of 40+ cable networks)</small>	
Standard TV	\$ 77.99
<small>(Includes Starter TV)</small>	
Preferred TV ³	\$ 82.45
<small>(Includes Starter TV, Standard TV, Variety Pass)</small>	
Variety Pass	\$ 10.00
HD Pass	\$ 5.95
TWC Sports Pass	\$ 8.99
TWC Movie Pass	\$ 7.25
TV en Español	\$ 9.95
Preferred TV en Español	\$ 82.45
<small>(Includes Starter TV, Standard TV, TV en Español)</small>	
Family Choice ⁴	\$ 12.99
Broadcast TV Fee	\$ 2.25

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

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

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

⁴ Family Choice cannot be combined with any other video programming. Family Choice not available in all areas.

PREMIUM SERVICES

HBO [®]	\$ 14.95
Showtime [®] & The Movie Channel [™]	\$ 14.95
STARZ [®]	\$ 12.95
Cinemax ⁺	\$ 14.95
EPIX [®]	\$ 9.99
Encore Pass	\$ 6.99

ADULT PREMIUM SERVICES

Playboy TV	\$ 16.95
Penhouse	\$ 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

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

0171 (625, 626, 628, 631-633, 641, 644-649, 652, 654, 655, 657, 661-665, 668, 669, 673, 674, 676-681, 683, 685, 687-695, 764-766, 855, 856, 859, 869-870) 0173 (732, 734, 736-747)

6037-RC-0914

INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 9.95
Cantonese (TV Jade World - TVB1, TVB2, TVBc, TVB5 & CCTV4)	\$ 39.99
Filipino (Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio, GMA DZBB Radio & TFC)	\$ 24.99
French (TV5 Monte)	\$ 9.95
German (DW America)	\$ 9.99
Hindi (Hindi Star Pass - Star Plus, Star Gold, Life Ok & APB News)	\$ 19.99
(Hindi Pass - Star Plus, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - Star Plus, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7 & ITV Gold)	\$ 39.99
(Hindi Passport - Star Plus, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7, Star Gold, Filmy, UTV Movies, ITV Gold & Bollywood On Demand)	\$ 69.99
Italian (Rai Italia)	\$ 9.95
Japanese (TV Japan)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV 4, CTTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (RTN)	\$ 9.99
(Russian Language Pack - CIR, RTN RTVi & TV 1000 Russian Kino)	\$ 25.99
Vietnamese (Vietnamese Pass - SBTN & TVBV)	\$ 19.99

SEASONAL SPORTS SERVICES

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

On Demand (New Releases & Classic Movies, Adult & Special Events)	Varies
Pay-Per-View (Special Events, Adult Blocks)	Varies
Disney On Demand	\$ 3.99
Disney Family Movies On Demand	\$ 4.99
Here TV On Demand	\$ 7.99
Too Much For TV On Demand	\$ 14.99

INTERNET

Standard Internet	\$ 57.99
Basic Internet	\$ 47.99
Everyday Low Price Internet	\$ 14.99
Turbo Upgrade ⁵	\$ 10.00
Extreme Upgrade ⁵	\$ 20.00
Ultimate Upgrade ⁵	\$ 50.00
Home WiFi	\$ 9.95
Music To-Go	\$ 14.95
Music Pack	\$ 9.95
Variety Pack	\$ 7.95
Funways	\$ 4.95

⁵ Turbo, Extreme or Ultimate Upgrade can be added to Standard Internet

HOME PHONE

Home Phone National	\$ 44.99
International OnePrice ⁶ Plan ⁶ (additional)	\$ 19.99
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95

⁶ Subscription to Home Phone with TV and/or Internet is required

EQUIPMENT & EXTRAS

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

INSTALLATION

Video Installation, Primary Outlet (Unwired or prewired)	\$ 47.99
Internet Installation	\$ 47.99
Home Phone Installation	\$ 47.99
Additional Outlet at Time of Installation	\$ 24.99
Easy Connect Rescue Fee	\$ 29.99
Easy Connect Shipping Charge	\$ 9.99
Trip Charge ⁷	\$ 39.99

⁷ Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment. Applicable if technician determines that the problems 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
COD Convenience Fee	\$ 9.95
Collections Trip Fee	\$ 15.00
Equipment Pick Up	\$ 19.99
Late Payment Fee	\$ 7.00
Non-pay Field Collector's Fee	\$ 25.00
Reconnection Fee	\$ 29.99
Service Restore Fee	\$ 5.95
Telephone Activation	\$ 19.99
Telephone Number Transfer Charge ⁸	\$ 19.99
Upgrade/Downgrade	\$ 29.99

⁸ 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

Resolution -2014
Time Warner Franchise Agreement

RESOLUTION 2014

RESOLVED that the Town Board, Town of Starkey does hereby authorize the Town Supervisor to review and sign the 10 year Franchise Agreement with Time Warner.

Appr: 5-0

Ayes: Jim Ritter, Fred Shoemaker, George Lawson, Bill Holgate, Alan Giles

Noes: None

Dated: 9/4/2014

Sue Crans

TOWN OF STARKEY - FRANCHISE
August 19, 2014

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Starkey, 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 09/09/14 between the Town of Starkey (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 8/6/04 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 ("NYPS"); 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 Starkey/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 Starkey. Such area shall include all areas annexed by the Town of Starkey. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 “Grantee” means Time Warner Cable Northeast LLC or any successor thereto.
- 2.9 “Gross Revenues” means all revenue as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 “NYPSC” means the New York Public Service Commission or any successor agency.

- 2.11 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 “Public Property” means any real property owned by any governmental unit.
- 2.13 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 Provision of Cable Service.
- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 10 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: Town of Starkey
 Attn: Supervisor
 40 Seneca Street
 Dundee, NY 14837

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 Supervisor 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.

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 9/9/14.

GRANTOR OF THE TOWN OF STARKEY

TIME WARNER CABLE
NORTHEAST LLC

By: James R. Ritter
Title: Supervisor
Sept 9, 2014

By: [Signature]
Title: SUP & CFO, Residential Services

PH - Franchise Agreement

LIQUIDATION
The Observer
State of New York
County of Yates s.s.

George Lawson
of
Debra Lawson

Debra Lawson

of Dundee, Yates County, being sworn doth depose and say that he/she is an officer of *The Observer*, a public newspaper published in said county, and that the notice, of which the annexed is a printed copy cut from said newspaper was printed and published on the regular editions and issues of said newspaper 1 weeks, commencing on 8/27/14 and ending on 8/27/14.

Debra Lawson

Subscribed and sworn to before me this 29 day of August 2014

Joan M. Washburn
Notary Public

JOAN M. WASHBURN
STATE OF NY, CO. OF YATES
NOTARY PUBLIC #5006906
COMM. EXPIRES JAN. 14, 2015

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NOTICES

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Dundee Observer - Wednesday August 27, 2014

design. agent of LLC upon whom process may be served. SSNY shall mail copy of process to 14191 Keuka Village Rd., Dundee, NY 14837. Purpose: Any lawful purpose.

LEGAL NOTICE OF FILING OF ARTICLES OF ORGANIZATION OF PFANATIC, LLC

- 1. Name: Pfanatic, LLC (the "LLC")
- 2. Date Filed: 7/14/14.
- 3. County of Office: Yates County.
- 4. Street Address of Principal Business Location, if any: 620 Bagley Road, Rushville, New York 14544.
- 5. The Secretary of State has been designated as agent of the LLC upon whom process against it may be served. The address to which process shall be mailed is c/

LEGAL NOTICE

The Town of Starkey Planning Board will hold a Public Hearing on Tuesday September 2, 2014 at the Town of Starkey Town Hall, 40 Seneca Street, Dundee, NY 14837 starting at 7:20pm to hear the application of Loren H. Martin, 365 Shammon Corners Road, Dundee, NY 14837 for a Special Use Permit to construct a 30'x48' building for a woodworking shop and retail sales of rustic furniture on his property that is located in an A-1 Zone.

LEGAL NOTICE

The Town of Starkey Planning Board will hold a Public Hearing on Tuesday September 2, 2014 at the Town of Starkey Town Hall, 40 Seneca Street, Dundee, NY 14837 starting at 7:25pm to hear the application

cat. sales at their auto repair shop on their property that is located in an A-1 Zone.

LEGAL NOTICE TAX COLLECTOR NOTICE DUNDEE SCHOOL DISTRICT

The undersigned, Collector of Taxes for the Dundee Central School District, has received the Assessment Roll and School Tax Warrant for the year 2014-2015. Taxes will be collected from September 1, 2014, through October 31, 2014. Payments must be mailed or delivered to the address listed on the tax bill. No penalty will be charged from September 1, 2014 through September 30, 2014. A two percent (2%) penalty will be added on all payments postmarked from October 1, 2014 through October 31, 2014. Tax

No payment of taxes will be accepted by the District if postmarked after October 31, 2014. Tax information may be found on the Website

Darlene Smith
Tax Collector
Dundee Central School

LEGAL NOTICE

Public Notice
PLEASE TAKE NOTICE, a Public Hearing will be held on Tuesday, September 9, 2014 at 7:00 pm at the Tyrone Meeting Room located at 435 County Road 23, Dundee, NY 14837 on the franchise agreement between the Town of Tyrone and Time Warner Cable to provide services to the area, and
TAKE FURTHER NOTICE, that Chris Mueller of Time Warner will be available to

By order of the Tyrone Town Board
Deborah L. Tyler
Town Clerk
August 21, 2014

LEGAL NOTICE

The Penn Yan Central School District has received the tax warrant and will be collecting school taxes without penalty from 9/1/14 through 9/30/2014. A 2% penalty will be added beginning October 1, 2014. The last day to pay school taxes will be Friday, October 31, 2014. Tax information may be found on the website www.taxbookup.net/pennyan.
Cathleen Milliman
Assistant Superintendent for Business
Penn Yan CSD

LEGAL NOTICE

A Democratic Caucus will be

LEGAL NOTICE

PLEASE TAKE NOTICE, that the Town Board, Town of Starkey, will hold a public hearing September 4, 2014 at 7:00PM, 40 Seneca Street, Dundee, NY on the proposed changes to the Franchise agreement and internet contract between the Town of Starkey and Time Warner. At which time any persons wishing to be heard for or against these changes will be heard. Copies of the proposed Franchise agreement and contract will be on file for review at the office of the Town Clerk, during regular business hours.
By Order of the Town Board
Town of Starkey
Sue A. Crans
Town Clerk