

Charter

COMMUNICATIONS

March 15, 2017

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC
Locally known as Charter Communications
With the Town of Wawayanda

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 June 21, 2016
3. Fully executed copy of Franchise Renewal Agreement dated June 21, 2016
4. Copy of latest annual test data compiled for this part of the Division's CATV System at PSC
5. Published legal notices

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

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications
Enclosures

cc: Honorable John Razzano, Supervisor (w/copy of Encs.)

20 Century Hill Drive
Latham, NY 12110

**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 Wawayanda, Orange County**, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Charter Communications**.
3. Applicant's telephone number is: **(518) 640-8575**
4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2017 are:

Town of Blooming Grove - 1049
Village of Bloomingburg - 149
Village of Chester - 158
Town of Cornwall - 1428
Village of Cornwall-on-Hudson - 402
Town of Crawford - 1180
Village of Ellenville - 1088
Town of Gardiner - 1396
Town of Goshen - 1516
Village of Goshen - 1567
Town of Hamptonburgh - 1130
Village of Highland Falls - 1153
Town of Highlands - 537
Town of Marlborough - 2197
Village of Maybrook - 843
City of Middletown - 6262
Town of Montgomery - 1894
Village of Montgomery - 1108
Town of Mount Hope - 893
Town of New Windsor - 6938
City of Newburgh - 3337
Town of Newburgh - 3022
Village of Otisville - 287
Town of Rochester - 1882
Town of Shawangunk - 1773
Village of Walden - 1695
Town of Wallkill - 7584
Village of Washingtonville - 1668

Town of Wawarsing - 1596
Town of Wawayanda - 1903
Village of Wurtsboro - 502

6. The following signals are regularly carried by the Middletown cable system: (**see attached channel card**).
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Town of Wawayanda are: (**see attached**).
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Town of Blooming Grove – 0.96 miles
Village of Bloomingburg – 0.00 miles
Village of Chester – 0.00 miles
Town of Cornwall – 0.00 miles
Village of Cornwall-on-Hudson
Town of Crawford – 0.30 miles
Village of Ellenville – 0.00 miles
Town of Gardiner – 0.26 miles
Town of Goshen – 0.26 miles
Village of Goshen – 0.00 miles
Town of Hamptonburgh – 0.07 miles
Village of Highland Falls – 0.00 miles
Town of Highlands – 0.11 miles
Town of Marlborough – 0.64 miles
Village of Maybrook – 0.00 miles
City of Middletown – 1.00 miles
Town of Montgomery – 0.18 miles
Village of Montgomery – 0.00 miles
Town of Mount Hope – 0.32 miles
Town of New Windsor – 1.32 miles
City of Newburgh – 0.00 miles
Town of Newburgh – 0.96 miles
Village of Otisville – 0.00 miles
Town of Rochester – 7.4 miles
Town of Shawangunk – 1.05 miles
Village of Walden – 0.00 miles
Town of Wallkill – 2.83 miles
Village of Washingtonville – 0.00 miles
Town of Wawarsing – 0.51 miles
Town of Wawayanda – 0.52 miles

Village of Wurtsboro – 0.00 miles

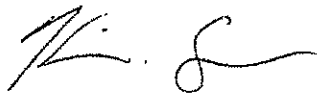
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11.
 - (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment 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, Charter Communications, requests that the New York State Public Service Commission grant this application and approve renewal of the Town of Wawayanda Certificate of Confirmation and Franchise Renewal Agreement.

Dated: March 15, 2017

By: Kevin Egan



Director of Government Affairs
Charter Communications



Middletown

Location : 10973

SPECTRUM TV SELECT

29	A&E HD	97	EWTN HD	41	Lifetime HD
7	ABC (WABC) HD	20	Educational Access	492	Liquidation Channel SD
27	AMC HD	811	Estrella TV (WASA)	1240	Live Well (WABC-DT2) HD
79	Animal Planet HD	24	FX HD	1478	MBCD
1260	Antenna TV (WPIX)	36	Food Network HD	68	MSG HD
110	BBC America HD	5	Fox (WNYW) HD	67	MSG Plus HD
40	BET HD	206	Fox Business Network HD	326	MSG2 HD
207	Bloomberg TV HD	62	Fox News Channel HD	327	MSG2 Plus HD
66	Bravo HD	72	Fox Sports 1 HD	46	MSNBC HD
1265	Buzzr (WWOR)	34	Freeform HD	42	MTV HD
226	C-SPAN 2 HD	50	Galavision HD	1239	MeTV (WJLP)
227	C-SPAN 3 HD	1284	GetTV (WFUT)	1250	Movies! (WNYW)
49	C-SPAN HD	73	Golf Channel HD	9	MyTV (WWOR) HD
2	CBS (WCBS) HD	63	HGTV HD	4	NBC (WNBC) HD
31	CNBC HD	37	HLN HD	81	NBCSN HD
16	CNN HD	176	HSN HD	223	NHK World HD
11	CW (WPIX) HD	484	HSN2 HD	51	National Geographic HD
45	Cartoon Network HD	84	Hallmark Channel HD	229	New York State Legislative Channel
25	Comedy Central HD	86	Hallmark Movies & Mysteries HD		
1245	Cozi TV (WNBC)	48	History HD	212	News 12 Hudson Valley
98	Daystar	461	INSP-EWTN Switch Wilmington	32	Nickelodeon HD
15	Discovery Channel HD	17	ION (WPXN)	89	OWN HD
38	Disney Channel HD	54	Investigation Discovery HD	83	Oxygen HD
44	E! HD	1475	KBS World	23	Public Access
21	ESPN HD	1488	Korean Channel	159	QVC HD
71	ESPN2 HD	892	LATV	481	QVC Plus HD
194	EVINE Live HD	58	Leased Access	218	RT (Russia Today)

838	RT Spanish	26	TBS HD	60	VH1 HD
384	SEC Network HD	39	TLC HD	403	Velocity HD
70	SNY HD	14	TNT HD	64	WE tv HD
470	SonLife Broadcasting Network SD	55	TV 10/55 (WLNY) HD	126	WGN America HD
6	Spectrum News Hudson Valley HD	75	TV Land HD	10	WMBC
1	Spectrum News NY1 HD	61	Telemundo (WNJU) HD	22	WRNNDT (WRNN)
91	Spectrum Rail & Road SD	35	The Weather Channel HD	1967	WRRV Radio
323	Spectrum Sports HD	13	Thirteen (WNET) HD	69	YES Network HD
33	Spike HD	30	USA HD	1275	kids13
43	Syfy HD	3	UniMas (WFUT) HD	53	truTV HD
12	TBN (WTBY)	19	Univision (WXTV) HD	1483	tvK
		881	V-me (WNET)	1484	tvK2

SPECTRUM TV SILVER

537	5 StarMax HD	266	Discovery Family HD	511	HBO HD
185	ASPIRE	76	Discovery Life	517	HBO Latino HD
533	ActionMax HD	56	Disney Junior HD	510	HBO On Demand
140	American Heroes Channel HD	94	Disney XD HD	513	HBO Signature HD
209	BBC World News HD	440	ESPN Deportes HD	516	HBO Zone HD
287	BET Jams	370	ESPNU HD	512	HBO2 HD
290	BET Soul	302	ESPNews HD	627	IFC HD
465	BYU TV	145	El Rey HD	52	LMN HD
256	BabyFirst TV	65	Esquire HD	174	Lifetime Real Women
315	CBS Sports Network HD	77	FM HD	179	Logo
78	CMT HD	442	FOX Deportes HD	306	MLB Network HD
182	Centric	109	FXX HD	120	MTV Classic
127	Chiller	134	FYI HD	286	MTV Live
531	Cinemax HD	401	Fox Sports 2 HD	119	MTV2 HD
530	Cinemax On Demand	169	Fuse HD	536	Max Latino HD
139	Cloo	88	GSN HD	532	MoreMax HD
28	Cooking Channel HD	295	Great American Country	538	MovieMAX HD
161	DIY Network HD	515	HBO Comedy HD	308	NBA TV HD
135	Destination America HD	514	HBO Family HD	898	NBC Universo HD East

310	NFL Network HD	555	Showtime Beyond HD	255	Sprout HD
130	Nat Geo Wild HD	554	Showtime Extreme HD	625	SundanceTV HD
93	Nick Jr HD	558	Showtime Family Zone	74	TCM HD
288	Nick Music	551	Showtime HD	90	TV One HD
262	Nicktoons HD	556	Showtime Next HD	92	TeenNick
535	OuterMax HD	550	Showtime On Demand	406	Tennis Channel HD
187	Ovation TV HD	553	Showtime Showcase HD	534	ThrillerMax HD
297	RFD-TV HD	557	Showtime Women HD	899	Tr3s
128	ReelzChannel HD	131	Smithsonian Channel HD	80	Travel Channel HD
291	Revolt HD	324	Sports Extra 1	124	UP HD
136	Science Channel HD	325	Sports Extra 2	82	Univision Deportes HD
552	Showtime 2 HD			133	Viceland HD

SPECTRUM TV GOLD

299	AXS TV HD	598	EPIX Hits HD	312	NHL Network HD
420	Additional Sports Programming 1 HD	594	EPIX OnDemand	408	Outdoor Channel HD
		597	EPIX2 HD	377	PAC-12 Arizona HD
421	Additional Sports Programming 2 HD	303	ESPN Classic	381	PAC-12 Bay Area HD
		371	ESPN Goal Line / Buzzer Beater HD	376	PAC-12 Los Angeles HD
422	Additional Sports Programming 3 HD	468	FamilyNet HD	380	PAC-12 Mountain HD
		623	Flix	375	PAC-12 National
423	Additional Sports Programming 4 HD	372	Fox College Sports Atlantic	379	PAC-12 Oregon HD
		373	Fox College Sports Central	378	PAC-12 Washington HD
424	Additional Sports Programming 5 HD	374	Fox College Sports Pacific	175	POP HD
382	Big Ten Network HD	419	Fox Soccer Plus HD	622	RetroPlex HD
390	Big Ten Network Overflow 2 HD	640	HDNet Movies HD	585	Starz Cinema HD
389	Big Ten Network Overflow HD	621	IndiePlex	586	Starz Comedy HD
59	Boomerang	1640	Jewish Channel On Demand	582	Starz Edge HD
208	CNBC World	469	Jewish Life TV	603	Starz Encore Action HD
137	Crime & Investigation HD	307	MLB Strike Zone HD	604	Starz Encore Black HD
599	EPIX Drive-In	141	Military History Channel	605	Starz Encore Classic HD
595	EPIX HD	311	NFL Redzone HD	608	Starz Encore Family East
596	EPIX HD West			602	Starz Encore HD

601	Starz Encore On Demand	583	Starz in Black HD	572	The Movie Channel Extra HD
606	Starz Encore Suspense HD	571	TMC HD	634	Universal HD
607	Starz Encore Westerns	570	TMC On Demand	1554	Willow
581	Starz HD	413	TVG Network (TV Games)	443	beIN SPORTS Espanol HD
584	Starz Kids & Family HD	87	The Africa Channel HD	417	beIN SPORTS HD

ADULT

1830	Adult In Demand PPV 1	1801	Hustler TV On Demand	1811	Playboy TV
1831	Adult In Demand PPV 2	1828	Manhandle	1812	Playboy en Espanol
1800	Adult On Demand	1827	Manhandle OnDemand	1807	REAL
1849	Here TV	1847	Outrageous OnDemand	1809	TEN
1848	Here TV On Demand	1805	Penthouse	1846	Too Much For TV OnDemand
1803	Hustler TV	1804	Penthouse On Demand	1814	Vivid On Demand
1802	Hustler TV HD	1810	Playboy On Demand	1815	Vivid TV

CINEMAX

537	5 StarMax HD	530	Cinemax On Demand	538	MovieMAX HD
533	ActionMax HD	536	Max Latino HD	535	OuterMax HD
531	Cinemax HD	532	MoreMax HD	534	ThrillerMax HD

DIGI TIER 1

185	ASPiRE	28	Cooking Channel HD	77	FM HD
140	American Heroes Channel HD	161	DIY Network HD	442	FOX Deportes HD
209	BBC World News HD	135	Destination America HD	109	FXX HD
287	BET Jams	266	Discovery Family HD	134	FYI HD
290	BET Soul	76	Discovery Life	401	Fox Sports 2 HD
465	BYU TV	56	Disney Junior HD	169	Fuse HD
256	BabyFirst TV	94	Disney XD HD	88	GSN HD
315	CBS Sports Network HD	440	ESPN Deportes HD	295	Great American Country
78	CMT HD	370	ESPNU HD	627	IFC HD
182	Centric	302	ESPNews HD	52	LMN HD
127	Chiller	145	El Rey HD	174	Lifetime Real Women
139	Cloot	65	Esquire HD	179	Logo

306	MLB Network HD	262	Nicktoons HD	625	SundanceTV HD
120	MTV Classic	187	Ovation TV HD	74	TCM HD
286	MTV Live	297	RFD-TV HD	90	TV One HD
119	MTV2 HD	128	ReelzChannel HD	92	TeenNick
308	NBA TV HD	291	Revolt HD	406	Tennis Channel HD
898	NBC Universo HD East	136	Science Channel HD	899	Tr3s
310	NFL Network HD	131	Smithsonian Channel HD	80	Travel Channel HD
130	Nat Geo Wild HD	324	Sports Extra 1	124	UP HD
93	Nick Jr HD	325	Sports Extra 2	82	Univision Deportes HD
288	Nick Music	255	Sprout HD	133	Viceland HD

DIGI TIER 2

299	AXS TV HD	371	ESPN Goal Line / Buzzer Beater HD	377	PAC-12 Arizona HD
420	Additional Sports Programming 1 HD	468	FamilyNet HD	381	PAC-12 Bay Area HD
421	Additional Sports Programming 2 HD	623	Flix	376	PAC-12 Los Angeles HD
422	Additional Sports Programming 3 HD	372	Fox College Sports Atlantic	380	PAC-12 Mountain HD
423	Additional Sports Programming 4 HD	373	Fox College Sports Central	375	PAC-12 National
424	Additional Sports Programming 5 HD	374	Fox College Sports Pacific	379	PAC-12 Oregon HD
382	Big Ten Network HD	419	Fox Soccer Plus HD	378	PAC-12 Washington HD
390	Big Ten Network Overflow 2 HD	640	HDNet Movies HD	175	POP HD
389	Big Ten Network Overflow HD	621	IndiePlex	622	RetroPlex HD
59	Boomerang	1640	Jewish Channel On Demand	608	Starz Encore Family East
208	CNBC World	469	Jewish Life TV	602	Starz Encore HD
137	Crime & Investigation HD	307	MLB Strike Zone HD	607	Starz Encore Westerns
303	ESPN Classic	141	Military History Channel	413	TVG Network (TV Games)
		310	NFL Network HD	87	The Africa Channel HD
		311	NFL Redzone HD	634	Universal HD
		312	NHL Network HD	1554	Willow
		408	Outdoor Channel HD	443	beIN SPORTS Espanol HD
				417	beIN SPORTS HD

DISNEY FAMILY MOVIES ON DEMAND

267 Disney Family Movies On Demand

DISNEY ON DEMAND

267	Disney Family Movies On Demand	268	Disney OnDemand
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EPIX

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

HBO

515	HBO Comedy HD	517	HBO Latino HD	513	HBO Signature HD
514	HBO Family HD	510	HBO On Demand	516	HBO Zone HD
511	HBO HD			512	HBO2 HD

INTERNATIONAL PREMIUMS

1551	ABP News	1452	GMA PinoyTV	1613	RTVi
1632	Arabic TV	1539	ITV Gold	1615	Rossiya 24
1612	C1R - Channel 1 Russia	1563	Jus Punjabi	1515	SBTN
221	CCTV News	1493	KBN	1541	Set Asia
1401	CCTV4	1475	KBS World	1550	Star India Gold
1616	CTC	1552	Life OK	1553	Star India Plus
1400	CTI Zhong Tian Channel	1584	Mediaset Italia	1540	Swagat TV
1421	Chinese Cinema	1619	Muzika Pervogo (CR1)	1564	TBC-The Bangladesh Channel
1620	Dom Kino (CR1)	1454	Myx TV	1450	TFC
1412	ET-China	1557	NDTV 24x7	1621	TV 1000 Russian Kino
1410	ET-Drama	1600	NGTV	1542	TV Asia
1409	ET-Financial	1617	NTV America	1500	TV Japan HD
1408	ET-News	1580	PFC Internacional	1592	TV Polonia
1411	ET-YOYO	1404	Phoenix Info News	1575	TV5MONDE
1531	Eros On Demand	1403	Phoenix North America	1422	TVB1
1532	Filmy	1595	Polskie Radio 1	1423	TVB2
1457	GMA DWLS Radio	1581	RAI Italia	1424	TVBE HD
1456	GMA DZBB Radio	1611	RTN Plus	1425	TVBS
1453	GMA LifeTV	1577	RTPI	1516	TVBV
		1614	RTR Planeta		

1420	The Chinese Channel	1610	WMNB Russian TV (RTN TV)	1533	Zee TV
1642	The Israeli Network	1554	Willow	1483	tvK
1618	Vermya (CR1)			1484	tvK2

LATINO VIEW

962	AYM Sports	936	El Garage TV	867	TV Venezuela HD
877	Antena 3 Spain	145	El Rey HD	878	TVE International
1601	Antenna Satellite	842	Estudio Cinco	861	Tele El Salvador
926	Atres Series	847	FOROtv	890	Tele N
256	BabyFirst TV	442	FOX Deportes HD	845	TeleFormula HD
929	BabyTV en Espanol	891	Fox Life	912	TeleHit
910	BandaMax US Feed	50	Galavision HD	871	Telemicro
834	CNN en Espanol	416	GoTV HD	899	Tr3s
836	Canal 24 HD	933	HITN HD	984	ULTRA Cine SD
844	Canal Once	932	History en Espanol	985	ULTRA Clasico SD
850	Canal Sur	935	Mexicanal	849	ULTRA Docu SD
856	Caracol Internacional	843	Multimedios TV SD	918	ULTRA Familia SD
860	Centroamerica TV	898	NBC Universo HD East	915	ULTRA Fiesta SD
971	Cine Latino	931	Nat Geo Mundo	919	ULTRA Kidz SD
972	Cine Mexicano HD	857	RCN Nuestra Tele	937	ULTRA Macho SD
875	Cuba Play	911	Ritmoson Latino	983	ULTRA Mex SD
980	De Pelicula	922	Semillitas	82	Univision Deportes HD
979	De Pelicula Clasico	923	Sorpresa	895	Univision tlnovelas
924	Discovery Familia en Espanol	870	Super Canal	913	Video Rola
930	Discovery en Espanol	853	Sur Peru	982	ViendoMovies
925	Disney XD Espanol	946	TBN Enlace	874	WAPA America
440	ESPN Deportes HD	855	TV Chile	443	beIN SPORTS Espanol HD
865	Ecuavisa Internacional	872	TV Dominicana	417	beIN SPORTS HD

MLB EXTRA INNINGS

709	NHL Center Ice/MLB Extra Innings	10		720	NHL Center Ice/MLB Extra Innings
	1	719	NHL Center Ice/MLB Extra Innings		12
718	NHL Center Ice/MLB Extra Innings	11		721	NHL Center Ice/MLB Extra Innings

722	13 NHL Center Ice/MLB Extra Innings	715	6 NHL Center Ice/MLB Extra Innings	703	NHL Center Ice/MLB Extra Innings HD 4
710	14 NHL Center Ice/MLB Extra Innings	716	7 NHL Center Ice/MLB Extra Innings	704	NHL Center Ice/MLB Extra Innings HD 5
711	2 NHL Center Ice/MLB Extra Innings	717	8 NHL Center Ice/MLB Extra Innings	705	NHL Center Ice/MLB Extra Innings HD 6
712	3 NHL Center Ice/MLB Extra Innings	700	9 NHL Center Ice/MLB Extra Innings	706	NHL Center Ice/MLB Extra Innings HD 7
713	4 NHL Center Ice/MLB Extra Innings	701	HD 1 NHL Center Ice/MLB Extra Innings	707	NHL Center Ice/MLB Extra Innings HD 8
714	5 NHL Center Ice/MLB Extra Innings	702	HD 2 NHL Center Ice/MLB Extra Innings	708	NHL Center Ice/MLB Extra Innings HD 9
			HD 3		

MLS DIRECT KICK

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

MI PLAN LATINO

29	A&E HD	910	BandaMax US Feed	850	Canal Sur
7	ABC (WABC) HD	66	Bravo HD	856	Caracol Internacional
27	AMC HD	226	C-SPAN 2 HD	45	Cartoon Network HD
962	AYM Sports	227	C-SPAN 3 HD	860	Centroamerica TV
877	Antena 3 Spain	49	C-SPAN HD	971	Cine Latino
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1260	Antenna TV (WPIX)	834	CNN en Espanol	25	Comedy Central HD
926	Atres Series	11	CW (WPIX) HD	1245	Cozi TV (WNBC)
256	BabyFirst TV	836	Canal 24 HD	875	Cuba Play
929	BabyTV en Espanol	844	Canal Once	980	De Pelicula

979	De Pelicula Clasico	54	Investigation Discovery HD	39	TLC HD
15	Discovery Channel HD	1475	KBS World	14	TNT HD
924	Discovery Familia en Espanol	1488	Korean Channel	55	TV 10/55 (WLNY) HD
930	Discovery en Espanol	892	LATV	855	TV Chile
38	Disney Channel HD	58	Leased Access	872	TV Dominicana
56	Disney Junior HD	1240	Live Well (WABC-DT2) HD	867	TV Venezuela HD
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20	Educational Access	9	MyTV (WWOR) HD	871	Telemicro
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842	Estudio Cinco	931	Nat Geo Mundo	899	Tr3s
847	FOROtv	212	News 12 Hudson Valley	984	ULTRA Cine SD
442	FOX Deportes HD	23	Public Access	985	ULTRA Clasico SD
24	FX HD	159	QVC HD	849	ULTRA Docu SD
36	Food Network HD	857	RCN Nuestra Tele	918	ULTRA Familia SD
5	Fox (WNYW) HD	218	RT (Russia Today)	915	ULTRA Fiesta SD
891	Fox Life	838	RT Spanish	919	ULTRA Kidz SD
34	Freeform HD	911	Ritmoson Latino	937	ULTRA Macho SD
50	Galavision HD	922	Semillitas	983	ULTRA Mex SD
1284	GetTV (WFUT)	923	Sorpresa	30	USA HD
416	Go!TV HD	6	Spectrum News Hudson Valley HD	3	UniMas (WFUT) HD
63	HGTV HD			19	Univision (WXTV) HD
933	HITN HD	1	Spectrum News NY1 HD	82	Univision Deportes HD
176	HSN HD	870	Super Canal	895	Univision tlnovelas
84	Hallmark Channel HD	853	Sur Peru	881	V-me (WNET)
86	Hallmark Movies & Mysteries HD	12	TBN (WTBY)	913	Video Rola
48	History HD	946	TBN Enlace	982	ViendoMovies
932	History en Espanol	26	TBS HD	874	WAPA America

126	WGN America HD	443	beIN SPORTS Espanol HD	1275	kids13
10	WMBC	417	beIN SPORTS HD	1483	tvK
22	WRNNDT (WRNN)			1484	tvK2

MUSIC CHOICE

1006	MC On Demand	1917	~MC17:	1934	~MC34:
1901	~MC01	1918	~MC18:	1935	~MC35:
1902	~MC02	1919	~MC19:	1936	~MC36:
1903	~MC03	1920	~MC20:	1937	~MC37:
1904	~MC04:	1921	~MC21:	1938	~MC38:
1905	~MC05:	1922	~MC22:	1939	~MC39:
1906	~MC06	1923	~MC23:	1940	~MC40:
1907	~MC07:	1924	~MC24:	1941	~MC41:
1908	~MC08:	1925	~MC25:	1942	~MC42:
1909	~MC09:	1926	~MC26:	1943	~MC43:
1910	~MC10:	1927	~MC27:	1944	~MC44: Tropicales
1911	~MC11:	1928	~MC28:	1945	~MC45:
1912	~MC12:	1929	~MC29:	1946	~MC46:
1913	~MC13:	1930	~MC30:	1947	~MC47:
1914	~MC14:	1931	~MC31:	1948	~MC48:
1915	~MC15:	1932	~MC32:	1949	~MC49:
1916	~MC16:	1933	~MC33:	1950	~MC50:

NBA LEAGUE PASS

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

NHL CENTER ICE

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

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

SPECTRUM TV BASIC

7	ABC (WABC) HD	811	Estrella TV (WASA)	1239	MeTV (WJLP)
1260	Antenna TV (WPIX)	5	Fox (WNYW) HD	1250	Movies! (WNYW)
226	C-SPAN 2 HD	1284	GetTV (WFUT)	9	MyTV (WWOR) HD
227	C-SPAN 3 HD	176	HSN HD	4	NBC (WNBC) HD
49	C-SPAN HD	1475	KBS World	223	NHK World HD
2	CBS (WCBS) HD	1488	Korean Channel	212	News 12 Hudson Valley
11	CW (WPIX) HD	892	LATV	23	Public Access
1245	Cozi TV (WNBC)	58	Leased Access	159	QVC HD
194	EVINE Live HD	1240	Live Well (WABC-DT2) HD	218	RT (Russia Today)
20	Educational Access	1478	MBCD	838	RT Spanish

6	Spectrum News Hudson Valley HD	13	Thirteen (WNET) HD	10	WMBC
1	Spectrum News NY1 HD	3	UniMas (WFUT) HD	22	WRNNDT (WRNN)
12	TBN (WTBY)	19	Univision (WXTV) HD	1275	kids13
55	TV 10/55 (WLNY) HD	881	V-me (WNET)	1483	tvK
61	Telemundo (WNJU) HD	126	WGN America HD	1484	tvK2

STARZ

585	Starz Cinema HD	582	Starz Edge HD	584	Starz Kids & Family HD
586	Starz Comedy HD	581	Starz HD	583	Starz in Black HD

STARZ ENCORE

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

TMC

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

MISCELLANEOUS

806	Azteca SD East	219	France 24	485	Shop Zeal 3 - Lifestyle
928	Baby First Spanish	490	Gem Shopping Network	486	Shop Zeal 4 - Lifestyle
1280	Bounce TV (WXTV)	188	Jewelry Television	488	Shop Zeal 5 - News & Info
841	CANAL22	402	MAVTV HD	441	Spectrum Deportes HD
216	CNN International	633	MGM HD	95	Spectrum Noticias NY1 HD
921	Cartoon Network East	1490	MNET	330	Spectrum SportsNet HD
385	College Football	620	Movieplex	331	Spectrum SportsNet LA HD
1340	Community Calendar	1960	NPR Radio (WNYC)	1578	TV Globo Internacional
1586	DW Amerika	414	ONE World Sports HD	1562	TV84
1407	ET-New York	178	RLTV	1633	The Arabic Channel
945	EWTN Espanol	479	SHOPZEAL09	462	The Word Network HD
632	FX Movie Channel	489	Shop Zeal 2 - Inspiration	1963	WDST Radio Woodstock

1966	WHUD Radio	1958	WQXR Radio	1962	WVOR Radio
1959	WJFF Radio Catskill	1965	WRWD Radio	186	Youtoo
1961	WPDH Radio	1964	WSUL Radio		

UNRETURNED EQUIPMENT FEES (PER UNIT)

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

All charges exclude applicable taxes, FCC fees, franchise fees.

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. CableCARD customers subscribing to any service package in which leased equipment is included in the package price, may receive a discounted price, reduced by an amount equal to/greater than the fee for such equipment.

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.

An amplifier may be required for a dwelling with multiple outlets (outlet = Spectrum receiver/modem/eMTA). Technician assessment and professional installation required.

©2017 Charter Communications. Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance at any time, subject to applicable law. Unless specified on this rate card, additional installation services are generally billed using the Labor Charge in ¼ hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than Spectrum TV Basic, in order to purchase premium channels, or where available. Pay-Per-View or On Demand. Charter-issued Spectrum receiver or CableCARD required to view most programming channels. Charter-issued Spectrum receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide.

For store locations, please visit twc.com/stores



RESIDENTIAL SERVICES AND RATES

Effective January 2017

BROOKLYN, ELLENVILLE, FALLSBURG, HUDSON VALLEY, JAMAICA, MAMAKATING & WOODBRIDGE, MARBLETOWN & ROSENDALE, MOUNT VERNON, NEW JERSEY, NEW PALTZ, NORTHERN MANHATTAN, QUEENS, ROCHESTER, SOUTHERN MANHATTAN, STATEN ISLAND, STEWART AIR FORCE BASE, WAWARSING & WEST POINT

SPECTRUM TV SERVICES & PACKAGES (PER MONTH)

Spectrum TV Basic	\$ 19.99
Spectrum TV Select	\$ 64.99
(includes Spectrum TV Basic)	
Spectrum TV Silver	\$ 84.99
(includes Spectrum TV Select, Digi Tier 1, HBO, Cinemax and Showtime)	
Spectrum TV Gold	\$ 104.99
(includes Spectrum TV Silver, Digi Tier 2, TMC, STARZ, STARZ ENCORE, and EPIX)	
Digi Tier 1 ¹	\$ 12.00
Digi Tier 2 ¹	\$ 12.00
Latino View	\$ 7.99
Mi Plan Latino	\$ 44.99
(includes Spectrum TV Basic, Latino View and a selection of English cable networks)	

¹ Available with subscription to Spectrum TV Select, Silver, Gold, or Mi Plan Latino.

SPECTRUM INTERNET SERVICES (PER MONTH)

Spectrum Internet	\$ 59.99
Spectrum Internet Ultra	\$ 99.99
Home WiFi	\$ 5.00
Everyday Low Price	\$ 14.99

SPECTRUM VOICE SERVICES (PER MONTH)

Spectrum Voice	\$ 29.99
(includes unlimited local and long distance calling in the US, Puerto Rico, Guam, US Virgin Islands, Mexico, Canada, and Northern Marianas Islands)	
Additional Line	\$ 19.99
Spectrum Voice International	\$ 34.99
(includes Spectrum Voice plus unlimited calling to 70 countries worldwide)	
Additional Line - Spectrum Voice International	\$ 24.99

PREMIUM NETWORKS (PER MONTH)

HBO [®]	\$ 15.00
Showtime [®]	\$ 15.00
The Movie Channel™	\$ 15.00
STARZ [®]	\$ 15.00
Cinemax [®]	\$ 15.00
EPIX [®]	\$ 15.00
STARZ ENCORE SM	\$ 15.00



1-800-892-2253

8150 1000-1800, 3000-3300 (ALL)

NYC-RC-SPP-0117

INTERNATIONAL PREMIUMS (PER MONTH)

Arabic (ART)	\$ 9.95
Bengali (The Bangladesh Channel)	\$ 9.95
Brazilian — Portuguese (PFC)	\$ 19.95
(PFC & RTPi)	\$ 21.95
(PFC, RTPi & TV Globo)	\$ 31.95
(RTPi)	\$ 3.95
(TV Globo)	\$ 19.95
(TV Globo & RTPi)	\$ 21.95
(Brazilian Passport - PFC & TV Globo)	\$ 29.95
Cantonese (TVB Jade World - TVB1, TVB2, TVBe, TVBS & CCTV4)	\$ 39.99
Filipino (GMA Pinoy)	\$ 12.95
(TFC)	\$ 11.95
(Filipino GMA Passport - GMA Life, GMA Pinoy, GMA DWLS Radio & GMA DZBB Radio)	\$ 14.95
(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)	\$ 9.95
Greek (Antenna)	\$ 14.95
(NGTV)	\$ 9.95
(Greek Passport - Antenna & NGTV)	\$ 15.95
Hebrew (The Israeli Network)	\$ 19.99
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
(ITV Gold)	\$ 9.95
Italian (Mediaset Italia)	\$ 9.95
(Rai Italia)	\$ 9.95
(Italian Passport - Mediaset Italia & Rai Italia)	\$ 14.99
Japanese (TV JAPAN)	\$ 24.95
Mandarin (CCTV-4 & CTI Zhong Tian)	\$ 11.99
(Chinese Cinema)	\$ 9.95
(Chinese Prime)	\$ 9.95
(ETTV China)	\$ 9.95
(ETTV Drama)	\$ 9.95
(ETTV Financial News)	\$ 9.95
(ETTV News)	\$ 9.95
(ETTV NY)	\$ 9.95
(Phoenix InfoNews)	\$ 9.95
(Phoenix North America)	\$ 9.95
(Yoyo TV)	\$ 9.95
(Mandarin Passport - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
(Mandarin ETTV Passport ETTV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY & Yoyo TV)	\$ 19.99
(Mandarin Pass Plus - CCTV -4, CTI Zhong Tian, ETV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY, Phoenix InfoNews, Phoenix North America & Yoyo TV)	\$ 29.99
Polish (TV Polonia & Polskie Radio)	\$ 17.95
Punjabi (Jus Punjabi)	\$ 9.95
(TV84)	\$ 11.95
Russian (Channel One Russia)	\$ 14.95
(CTC)	\$ 9.95
(NTV America)	\$ 9.95
(RTN)	\$ 14.95
(RTN Plus)	\$ 14.95
(RTVi)	\$ 9.95
(TV1000 Russian Kino)	\$ 9.95

(Russian Passport - CIR, RTN, RTVi & TV 1000 Russian Kino)	\$ 25.99
(Russian Pass Plus - CIR, CTC, NTV America, RTN, RTN+, RTVi & TV 1000 Russian Kino)	\$ 29.99
(Russian Pass Max - CIR, CTC, Dom Kino, Muzika Pervogo, NTV America, Rossiya 24, RTN, RTN+, RTR Planeta, RTVi, TV 1000 Russian Kino & Vremiya)	\$ 44.99
Vietnamese (Vietnamese Pass - SBTN & TVBV)	\$ 19.99

SEASONAL SPORTS SERVICES

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

On Demand	Varies
(New Releases & Classic Movies, Adult & Special Events)	
Pay-Per-View (Special Events, Adult Blocks)	Varies

SUBSCRIPTION ON DEMAND (PER MONTH)

Disney On Demand	\$ 3.99
Disney Family Movies On Demand	\$ 4.99
Here TV On Demand	\$ 6.99
Too Much For TV On Demand	\$ 14.99

OTHER SERVICES (PER MONTH)

Playboy TV ²	\$ 19.99
Penthouse	\$ 12.99
Hustler	\$ 12.99
VIVID	\$ 12.99
TEN	\$ 12.99
REAL	\$ 12.99
Manhandle	\$ 12.99
Adult 3-Pack	\$ 24.99

² Includes Playboy TV en Español (where available).

EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH)

Spectrum Receiver and Remote (per outlet) ³	\$ 3.99
Secure Connection (per receiver or CableCARD) ⁴	\$ 1.00
DVR Service Fee for 1 DVR	\$ 11.99
DVR Service Fee Package (supports up to 4 DVR receivers) (additional \$19.99 for 5-8 DVR receivers)	\$ 19.99
CableCARD (each)	\$ 1.00

³ DVR service fee required with subscription to DVR or HD-DVR receiver.

⁴ The Secure Connection charge ensures that the connection between a Spectrum Receiver (or any other authorized device) and the Charter network is secure and that subscribers receive through the connection all of the services they are lawfully authorized to receive.

INSTALLATION/SERVICE CALL (PER ACTIVITY)

Primary Installation/Reconnect (when truck roll required)	\$ 49.99
Move Transfer	\$ 49.99
Trip Charge ⁵	\$ 49.99
Custom Work Hourly Service Charge	\$ 49.99
Service Call Truck Roll	\$ 49.99
Wall Fish	\$ 49.99
Spectrum Internet Ultra Installation	\$ 199.99
Home Shipping Charge (Spectrum receiver, wired modem, eMTA)	\$ 0.00
Home Shipping Charge - WiFi (includes activation)	\$ 9.99
WiFi Activation	\$ 9.99

⁵ Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment.

MISCELLANEOUS CHARGES (PER ACTIVITY)

Late Fee	\$ 8.95
Reconnection Fee	\$ 4.99
Insufficient Funds Fee	\$ 25.00
Phone Payment Processing (Agent Assisted)	\$ 5.00
Additional Bill Copies	\$ 1.99

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Surcharge	\$ 6.05
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**STATE OF NEW YORK
Town of Wawayanda
County of Orange**

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

RESOLUTION

An application has been duly made to the Board of the Town of Wawayanda, County of Orange, 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 Wawayanda, New York on June 21, 2016 at 7 P.M. and notice of the hearing was published in the Times Herald Record on June 15, 2016.

NOW, THEREFORE, the Board of the Town of Wawayanda 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 Wawayanda hereby grants the cable

television franchise of Time Warner Town of Wawayanda 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 Wawayanda hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 4 vote was thereby declared adopted.

Dated: June 21, 2016


Town of Wawayanda Clerk

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Town of Wawayanda

AND

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

**Dated: 04/13/2016
03/03/2015**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of **June 22, 2016** between the **TOWN OF WAWAYANDA** (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 **March 7, 1995** and has substantially complied with the material terms of the franchise and applicable law; and

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

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

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the TOWN OF WAWAYANDA/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 WAWAYANDA. Such area shall include all areas annexed by the TOWN OF WAWAYANDA. 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 Wawayanda
80 Ridgebury Hill Road
Slate Hill, NY 10973
Attention: Supervisor
Telephone: 845-355-5702

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 Wawayanda 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 **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 NYPSB. 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 JUNE 21, 2016.

GRANTOR OF TOWN OF WAWAYANDA

Time Warner Cable Northeast LLC

By: 

By: 

Title: Supervisor

Mark Brown

Title: VP Counsel, Government Affairs

TIMES HERALD-RECORD

P.O. Box 2046, 40 Mulberry Street, Middletown, NY 10940

RECEIVED

JUN 22 2016

TOWN OF WAWAYANDA
TOWN CLERKS OFFICE

State of New York:
County of Orange: ss:

Patricia Foddrill

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the last of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

Legal Advertising Rep.

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

a true printed copy of which is attached, has been duly and regularly published in the manner required by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to with: In its issues of:

06/15/2016

NOTICE OF PUBLIC HEARING

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

PLEASE TAKE NOTICE that the Town of Wawayanda will hold a Public Hearing on June 21, 2016, at 7 p.m. at the Wawayanda Town Hall, 80 Ridgebury Hill Road, Slate Hill, New York regarding granting a cable television franchise agreement by and between the Town of Wawayanda and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, 80 Ridgebury Hill Road, Slate Hill, 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: June 15, 2016

BY ORDER OF THE BOARD
TOWN OF WAWAYANDA


Signature of Representative:
Patricia Foddrill

Sworn to before me this 15 Day of June 2016


Notary Public, Orange County

DAWN M. GRIFFIN
Notary Public - State of New York
12000 Route 92
Quaker, Orange County
My Commission Expires July 31, 2017

TIMES HERALD-RECORD

P.O. Box 2046, 40 Mulberry Street, Middletown, NY 10940

State of New York:
County of Orange: ss:

Patricia Foddrill

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the laws of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

Legal Advertising Rep.

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

a true printed copy of which is attached, has been duly and regularly published in the manner required by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to wit: In its issues of:

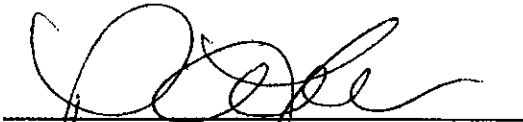
06/24/2016

06/22/2016

**LEGAL NOTICE FOR
APPLICATION OF FRANCHISE RENEWAL**

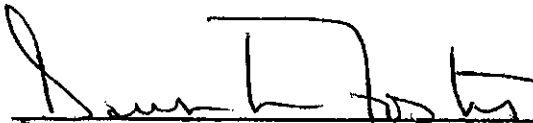
PLEASE TAKE NOTICE that the Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Town of Wawayanda, Orange County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Wawayanda's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the Notice. Comments should be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.



Signature of Representative:
Patricia Foddrill

Sworn to before me this 24 Day of June 2016



Notary Public, Orange County

DAWN L. FOSTER
Notary Public, State of New York
No. 01FO8058068
Qualified in Orange County
Commission Expires April 30, 2019