



Chris Mueller
Director of Local Franchising, Corporate

February 12, 2016

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC/Town of Freedom – 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 08/24/15
3. Fully executed copy of Franchise Renewal Agreement dated 11/16/15
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices
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: Brenda Schmidt, 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 FREEDOM**, County of Cattaraugus, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Time Warner Cable**.
3. Applicant's telephone number is:

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

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of video subscribers in each of the communities as of December 18, 2015 are:

Franchise Name	Subscribers		Franchise Name	Subscribers
Amherst, Town	14151		Lancaster, Village	2629
Angola, Village	502		Lewiston, Town	3014
Arcade, Town	146		Lewiston, Village	1006
Arcade, Village	422		Lockport, City	4533
Aurora, Town	1932		Lockport, Town	3465
Barker, Village	95		Machias, Town	261
Blasdell, Village	438		Newfane, Town	1582
Boston, Town	1787		Niagara Falls, City	10253
Brant, Town	216		Niagara, Town	1951
Cambria, Town	997		North Collins, Town	130
Cheektowaga, Town	17904		North Collins, Village	248
Clarence, Town	6931		North Tonawanda, City	7343
Colden, Town	592		Orchard Park, Town	2444
Collins, Town	360		Orchard Park, Village	365
Concord, Town	323		Pendleton, Town	1429
Delevan, Village	240		Perrysburg, Town	148
Depew, Village	3706		Persia, Town	16
East Aurora, Village	1608		Porter, Town	1006

Eden, Town	1719	Sardinia, Town	171
Elma, Town	2970	Sloan, Village	823
Evans, Town	3391	Somerset, Town	197
Farnham, Village	86	Springville, Village	869
Freedom, Town	111	Tonawanda, City	3325
Gowanda, Village (Catt)	402	Tonawanda, Town	8251
Gowanda, Village (Erie)	269	Wales, Town	493
Grand Island, Town	4984	West Seneca, Town	6143
Hamburg, Town	5375	Wheatfield, Town	4063
Hamburg, Village	909	Williamsville, Village	1562
Holland, Town	580	Wilson, Town	793
Kenmore, Village	1999	Wilson, Village	295
Lackawanna, City	2567	Yorkshire, Town	252
Lancaster, Town	5955	Youngstown, Village	562

6. The following signals are regularly carried by the WNY (WNY Suburban) 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 Freedom system are: **(see attached)**.
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Franchise Name	Plant Miles	Franchise Name	Plant Miles
Amherst, Town	0.26	Lancaster, Village	-
Angola, Village	1.07	Lewiston, Town	0.23
Arcade, Town	-	Lewiston, Village	-
Arcade, Village	0.3	Lockport, City	0.51
Aurora, Town	0.08	Lockport, Town	0.34
Barker, Village	-	Machias, Town	0.46
Blasdell, Village	0.1	Newfane, Town	-
Boston, Town	0.17	Niagara Falls, City	0.67
Brant, Town	0.04	Niagara, Town	0.13
Cambria, Town	0.29	North Collins, Town	0.03
Cheektowaga, Town	0.05	North Collins, Village	-
Clarence, Town	0.33	North Tonawanda, City	0.47
Colden, Town	0.24	Orchard Park, Town	0.24
Collins, Town	0.12	Orchard Park, Village	0.02

Concord, Town	0.14	Pendleton, Town	0.03
Delevan, Village	0.08	Perrysburg, Town	0.09
Depew, Village	0.39	Persia, Town	-
East Aurora, Village	-	Porter, Town	-
Eden, Town	0.15	Sardinia, Town	-
Elma, Town	-	Sloan, Village	-
Evans, Town	0.03	Somerset, Town	-
Farnham, Village	-	Springville, Village	-
Freedom, Town	0.12	Tonawanda, City	-
Gowanda, Village (Catt)	-	Tonawanda, Town	0.15
Gowanda, Village (Erie)	0.44	Wales, Town	0.06
Grand Island, Town	0.25	West Seneca, Town	-
Hamburg, Town	0.7	Wheatfield, Town	0.3
Hamburg, Village	0.28	Williamsville, Village	0.57
Holland, Town	0.17	Wilson, Town	4.37
Kenmore, Village	-	Wilson, Village	-
Lackawanna, City	0.24	Yorkshire, Town	-
Lancaster, Town	0.59	Youngstown, Village	0.38


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 Freedom Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 02/12/16

By: 
Chris Mueller
Director, Local Franchising
Time Warner Cable - Northeast

CHANNEL LINEUP

All channels shown in HD where available

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

100 Entertainment 200 News & Info 300 Sports 500 Movies & Premiums

800 Latino 1000 On Demand 1400 International 1900 Radio 1950 TWC Info

CHANNEL NAME	CHANNEL NAME
CHANNELS (1-99)	
1 Time Warner Cable News	57 FX
2 WGRZ (NBC)	58 BET
3 WNEB (PBS)	59 MTV
4 WYB (CBS)	60 VH1
5 WBBW (MeTV)	61 Spike
6 WUTV (FOX)	62 Hallmark Channel
7 WKBW (ABC)	63 YES Network
8 WHO (MyNetwork)	64 Oxygen*
9 Time Warner Cable News (formerly YNN)	65 MSG Plus
10 EWTN	66 truTV
11 WNLO (CW)	80 Community Bulletin Board
12 WNYB (TBN)	81 Educational Access
13 QVC	82 Government Access
14 CFTO (CTV)	83 New York State Legislative Channel
15 CBLT (CBC)	87 Leased Access
16 WPKJ (ION)	93 Jewelry Television
17 EVINE Live	96 C-SPAN
18 Public Access	99 HSN
19 Local Access Programming	
20 Leased Access	
21 Government Access	
22 TBS	
23 TNT	
24 SNY	
25 ESPN	
26 ESPN 2	
27 MSG	
28 Lifetime	
29 CNN	
30 HLN	
31 Fox News Channel	
32 CNBC	
33 MSNBC	
34 NBCSN	
35 USA	
36 TV Land	
37 Syfy	
38 TLC	
39 Discovery Channel	
40 History	
41 A&E	
42 ABC Family	
43 NBCSN	
44 Disney Channel	
45 Cartoon Network	
46 Animal Planet	
47 AMC	
48 Weather Channel	
49 Food Network	
50 HGTV	
51 Time Warner Cable SportsChannel	
52 Bravo	
53 E!	
54 Comedy Central	
55 TCM	

TV PLANS Starter TV Standard TV (includes Starter TV)

*Not available with a Digital Adapter

CHANNEL NAME
139 Cloo
140 American Heroes Channel
145 E!Rev

LIFE & STYLE

160 HGTV
161 DIY Network
162 Food Network
163 Cooking Channel
165 Travel Channel
166 TLC
167 Bravo
168 E!
169 Fuse
170 Lifetime
171 Oxygen*
172 WE tv
173 OWN
175 POP
177 GSN
178 RLTV
179 Logo
180 Discovery Life
181 BET
182 Centric
184 TV One
185 Aspire
186 YouToo
187 OnStar

NEWS & INFO

199 TWC News Special Events
200 Time Warner Cable News (formerly 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
210 Al Jazeera America
211 The Weather Channel
215 Time Warner Cable News
221 CCTV News*
222 C-SPAN
226 C-SPAN2
227 C-SPAN3
229 NY State Legislative Channel

KIDS & TEENS

250 Kids On Demand
251 Disney
253 Boomerang
254 Disney Jr
255 Sprout
256 BabyFirst
257 Nick Jr
258 Nickelodeon
262 Nicktoons
263 TeenNick
264 Cartoon Network
265 Disney XD
266 Discovery Family
267 Disney Family Movies On Demand
268 Disney Channel On Demand

MUSIC

285 Music On Demand
286 Paladio
287 MTV Jams

CHANNEL NAME
288 MTV Hits
290 VH1 Soul
291 Revolt
292 FM
293 CMT
294 CMT Pure Country
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 NBCSN
315 CBS Sports Network
316 MSG
319 MSG Plus
320 SNY
321 YES Network
323 TWC SportsChannel
330 TWC SportsNet
331 TWC SportsNet LA
370 ESPN
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
376 Pac 12 Los Angeles
377 Pac 12 Arizona
378 Pac 12 Washington
379 Pac 12 Oregon
380 Pac 12 Mountain
381 Pac 12 Bay Area
382 Big Ten Network
384 SEC Network*
385 Additional Sports Programming*
392 ESPN College Extra 18

400 FOX Sports 1
401 FOX Sports 2
403 Velocity HD
405 Golf Channel
406 Tennis Channel
407 Universal Sports
408 Outdoor Channel
409 Sportsman Channel
413 TVG
416 GolfTV
417 beIN SPORTS
419 Fox Soccer Plus
420 Additional Sports Programming*
424 ESPN Deportes
441 TWC Deportes
442 Fox Deportes
443 beIN SPORTS Espanol
444 Univision Deportes

INSPIRATION

450 EWTN
461 IHSP
462 The Word Network
463 Daystar
464 TBN
469 Jewish Life TV

CHANNEL NAME
SHOPPING
480 QVC
491 QVC Plus
492 Shop Zeal 1*
493 HSN
495 Shop Zeal 3 - Lifestyle*
496 Shop Zeal 4 - Lifestyle*
498 EVINE Live
499 Shop Zeal 5 - News & Info*
499 Shop Zeal 2 - Inspiration*
499 Liquidation Channel
499 Jewelry Television

MOVIES ON DEMAND

500 Movies On Demand
505 Movies On Demand Hits
507 Movies On Demand Kids & Teens
508 Free Movies On Demand

PREMIUMS

510 HBO On Demand
511 HBO
512 HBO 2
513 HBO Signature
514 HBO Family
515 HBO Comedy
516 HBO Zone
530 Cinemax On Demand
531 Cinemax
532 MovieMax
533 ActionMax
534 ThrillerMax
535 OuterMax
536 Max Latino
537 SStarMax
538 MovieMax
539 Showtime On Demand
540 Showtime
541 Showtime Too
542 Showtime Showcase
543 Showtime Extreme
544 Showtime Beyond
545 Showtime Next
546 Showtime Women
547 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
587 Starz West
588 EPIX On Demand
595 EPIX
596 EPIX West
597 EPIX 2
598 EPIX 3
599 EPIX Drive-In

LATINO

834 CNN en Espanol
847 FOROtv
895 Univision Telenovelas
898 NBC Universo
899 Tr3s
900 Fuse
925 Disney XD Espanol
930 Discovery en Espanol
932 History en Espanol
933 ESPN Deportes
934 TWC Deportes
953 FOX Deportes
958 beIN SPORTS Espanol
959 Univision Deportes
960 Go!TV
971 Cine Latino

ON DEMAND

1000 Movies On Demand
1001 Primetime On Demand
1002 Entertainment On Demand
1003 Cutting Edge On Demand
1004 Kids On Demand
1005 Music On Demand
1006 Music Choice On Demand
1007 Lifestyle On Demand
1008 Nature & Knowledge On Demand
1009 Sports & Fitness On Demand
1020 Local On Demand
1028 Automotive On Demand

MOVIE CHANNELS

600 TWC Movie Pass On Demand
601 Encore On Demand
602 Encore
603 Encore Action
604 Encore Black
605 Encore Classic
606 Encore Surprise
607 Encore Westerns

CHANNEL NAME
608 Encore Family
609 Encore West
621 Indiex
622 Retroplex
623 Fix
625 Sundance TV
627 IFC
629 Hallmark Movies & Mysteries
630 LMN
631 TCM
632 FX Movie Channel
633 MGM HD
634 Universal HD

PAY-PER-VIEW

650 Pay-Per-View Premieres
651 HD Pay-Per-View Events 1
660 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 MLB Extra Innings
722 NBA League Pass
743 NHL Center Ice
752 MMA
753 MLS Direct Kick
783

INTERNATIONAL

1400 CitiZhong Tian Channel
1401 CCTV4
1403 Phoenix North America
1404 Phoenix InfoNews
1422 TVBI
1423 TVB2
1424 TVB6
1425 TVBS
1450 TFC
1451 Filipino On Demand
1452 GMA Pinoy TV
1453 GMA LifeTV
1454 OZBB Super Radyo
1457 DWLS Super Radyo
1500 TV Japan
1505 SBTN
1506 TVBV
1507 Univision Telenovelas
1531 Eros Now
1532 Firmi
1533 Zee TV
1539 iTV Gold
1540 Swagat TV
1541 Set Asia
1542 TV Asia
1550 Star India Gold
1551 Star India News
1552 Life OK
1553 Star India Plus
1554 Wallow
1557 HDTV 24x7
1575 TV 5 Monde
1581 RAI Italia
1586 DW America
1592 TV Polonia
1595 Polskie Radio
1596 Polskie Radio 3
1610 RTN
1612 CIR
1613 RTVI
1621 TV 1000 Russian Kino
1632 Art Cable

ON DEMAND

1000 Movies On Demand
1001 Primetime On Demand
1002 Entertainment On Demand
1003 Cutting Edge On Demand
1004 Kids On Demand
1005 Music On Demand
1006 Music Choice On Demand
1007 Lifestyle On Demand
1008 Nature & Knowledge On Demand
1009 Sports & Fitness On Demand
1020 Local On Demand
1028 Automotive On Demand

LOCAL PROGRAMMING

1200 WKBW (ABC)
1202 WGRZ (NBC)
1205 WUTV (FOX)
1209 WYB (CBS)
1212 WNLO (CW)

CHANNEL NAME
1215 WNYO (My Network)
1218 WPKJ (ION)
1221 WNEB (PBS)
1232 WBBZ (MeTV)
1237 WNYB (ION)
1238 CFTO (CTV)
1239 CBLT (CBC)
1240 WKBW DT2
1241 WKBW DT3
1245 WGRZ D2 (Antenna TV)
1246 WGRZ DT3 (Justice TV)
1250 WUTV D2 The Country Network
1251 WUTV DT3
1255 WNYO DT (GetTV)
1275 WNEB D2 ThinkBright
1300 Leased Access
1301 Public Access
1302 Educational Access
1303 Government Access
1304 Government Access

INTERNATIONAL

1400 CitiZhong Tian Channel
1401 CCTV4
1403 Phoenix North America
1404 Phoenix InfoNews
1422 TVBI
1423 TVB2
1424 TVB6
1425 TVBS
1450 TFC
1451 Filipino On Demand
1452 GMA Pinoy TV
1453 GMA LifeTV
1454 OZBB Super Radyo
1457 DWLS Super Radyo
1500 TV Japan
1505 SBTN
1506 TVBV
1507 Univision Telenovelas
1531 Eros Now
1532 Firmi
1533 Zee TV
1539 iTV Gold
1540 Swagat TV
1541 Set Asia
1542 TV Asia
1550 Star India Gold
1551 Star India News
1552 Life OK
1553 Star India Plus
1554 Wallow
1557 HDTV 24x7
1575 TV 5 Monde
1581 RAI Italia
1586 DW America
1592 TV Polonia
1595 Polskie Radio
1596 Polskie Radio 3
1610 RTN
1612 CIR
1613 RTVI
1621 TV 1000 Russian Kino
1632 Art Cable

ADULT

1800 Adult On Demand
1801 Hustler TV On Demand
1802 Hustler TV HD
1803 Hustler TV
1804 Penthouse On Demand
1805 Penthouse
1806 REAL On Demand
1807 REAL

TWC INFO

1900 Music Choice On Demand
1901 Hit List
1902 Pop Rhythmic
1903 Dance/EDM
1904 MC Indie
1905 Hip Hop And R&B
1906 Rap
1907 Hip Hop Classics
1908 Throwback Jams
1909 R&B Classics
1910 R&B Soul
1911 Gospel
1912 Reggae
1913 Rock
1914 Metal
1915 Alternative
1916 Adult Alternative
1917 Rock Hits
1918 Classic Rock
1919 Soft Rock
1920 Love Songs
1921 Pop Hits
1922 Party Favorites
1923 Teen MC
1924 Kitzz Only
1925 Toddler Tunes
1926 Y2K
1927 90's
1928 80's
1929 70's
1930 Solid Gold Oldies
1931 Pop Country
1932 Today's Country
1933 Country Hits
1934 Classic Country
1935 Contemporary Christian
1936 Pop Latino
1937 Musica Urbana
1938 Mexicana
1939 Tropicales
1940 Romances
1941 Sounds of The Season
1942 Stone & Screen
1943 Soundscapes
1944 Smooth Jazz
1945 Jazz
1946 Blues
1947 Strings & Swing
1948 Easy Listening
1949 Classical Masterpieces
1950 Light Classical

CHANNEL NAME
1908 TEN On Demand
1809 TEN
1810 Playboy On Demand
1811 Playboy
1812 Playboy en Espanol
1814 Vwd On Demand
1815 Vwd
1825 HIS On Demand
1827 Manhandle On Demand
1828 Manhandle
1832 REAL PPV
1833 Penthouse PPV
1834 TEN PPV
1846 Too Much For TV On Demand
1847 Outrageous On Demand
1848 Here TV On Demand
1849 Here!

RADIO

1812	Playboy en español
1814	Vivid On Demand
1815	Vivid
1825	HIS On Demand
1827	Manhandle On Demand
1828	Manhandle
1832	REAL PPV
1833	Penthouse PPV
1834	TEN PPV
1846	Too Much For TV On Demand
1847	Outrageous On Demand
1848	Here TV On Demand
1849	Here!
RADIO	

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

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

Some restrictions apply. Starter TV service must be purchased to subscribe to any other optional video service or tier services. Pricing, programming and packaging subject to change without notice. Service prices shown are monthly and do not include sales tax, installation fees, franchise fees and FCC user fees. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Additional charges apply for installation, equipment, surcharges, applicable taxes and fees. ©2016 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/car logo are trademarks of Time Warner Inc. Used under license. All other trademarks are property of their respective owners.

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



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

TV SERVICES AND PACKAGES

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

¹ Subscription to Starter TV is required for all TV Packages.

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

³ Family Choice cannot be combined with any other video programming. Family Choice not available in all areas.

PREMIUM SERVICES

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

ADULT PREMIUM SERVICES

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



1-800-TWCABLE
twc.com

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

01 01 (223) 01 12 (700, 705) 01 27 (201-217) 01 51 (400-414) 89 50 (001, 132-138, 200-205, 211-231, 241-249, 300-315) 89 52 (450-452) 89 53 (453)

6071-RC-NE-0116

INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
Cantonese (TVS Jade World - TVB1, TVB2, TVB3, TVB5 & CCTV4)	\$ 39.99
Filipino (Filipino Pass Plus, Filipino On Demand, GMA Life, GMA Pinoy, GMA DSW, S Radio, GMA DEBB Radio & TFC)	\$ 24.99
French (TV5MONDE)	\$ 9.99
German (DW America)	\$ 9.99
Hindi (Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life On & AFB News)	\$ 19.99
(Hindi Pass - STAR India PLUS, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - STAR India PLUS, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7 & ITV Gold)	\$ 39.99
(Hindi Passport - STAR India PLUS, Sony, Zee TV, Life Ok, Willow, TV Asia, NDTV 24/7, STAR India GOLD, Film, UTV Movies, ITV Gold & Eros Now)	\$ 69.99
Italian (Rai Italia)	\$ 9.99
Japanese (TV JAPAN)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV 4, CTV, Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (Russian Language Pack - CIR, RTN, RTV & TV 1000 Russian/Kind)	\$ 25.99
Vietnamese (Vietnamese Pass - SSTN & TVBV)	\$ 19.99

SEASONAL SPORTS SERVICES

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

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

INTERNET

Everyday Low Price	\$ 14.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade ¹	\$ 10.00
Extreme Upgrade ²	\$ 20.00
Ultimate Upgrade ³	\$ 50.00
Home WiFi	\$ 4.99

¹ Turbo, Extreme or Ultimate Upgrade can be added to Standard

HOME PHONE

Home Phone National	\$ 42.99
Home Phone State	\$ 29.99
Home Phone Local	\$ 24.99
Second Line National Option ¹	\$ 29.95
Second Line State Option ²	\$ 24.95
Second Line Local Option ³	\$ 29.95
International OnePrice ⁴ Plan ⁵ (Additional)	\$ 19.99
Global Penny Phone Plan (Additional)	\$ 2.95
VoiceMail Service (per phone number)	\$ 3.95
Private Listing	\$ 4.99

¹ Requires primary Home Phone Nationwide line

² Requires primary Home Phone State line

³ Requires primary Home Phone Local line

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

EQUIPMENT & EXTRAS

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

INSTALLATION

Video Installation, Primary Outlet (Unwired or prewired)	\$ 47.99
Internet Installation	\$ 47.99
Home Phone Installation	\$ 47.99
Additional Outlet at Time of Installation	\$ 24.99
WH-DVR Installation	\$ 49.99
Home WiFi Installation (per device)	\$ 49.99
Easy Connect Rescue Fee	\$ 29.99
Easy Connect Shipping Charge	\$ 9.99
Trip Charge ⁶	\$ 39.99

⁵ Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment. Applicable if technician determines that the problem is not related to Time Warner Cable's service or equipment. This charge may be waived if the customer subscribes to the Time Warner Cable Service Protection Plan

OTHER SERVICE CHARGES

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

¹⁰ Home Phone customers transferring existing phone numbers are subject to a one time \$19.99 telephone number transfer charge and subject to current provider's ability to release the telephone number

UNRETURNED/LOST/DAMAGED EQUIPMENT

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

STATE OF NEW YORK
Town of Freedom
County of Cattaraugus

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

Resolution # 11-2015

November 16, 2015

An application has been duly made to the Board of the Town of Freedom, County of Cattaraugus, New York, by **TIME WARNER CABLE NORTH EAST LLC** ("**Time Warner**"), a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, and holder of a cable television franchise in the Town of Freedom for the approval of an agreement to renew Time Warner's cable television franchise for an addition fifteen (15) years. The Franchise Renewal Agreement will 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 Freedom on October 19, 2015 at 7:11 P.M. and notice of the hearing was published in the Arcade Herald, a weekly publication, on October 7 & 14, 2015.

NOW, THEREFORE, the Board of the Town of Freedom finds that"

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and
3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

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

BE IT FURTHER RESOLVED that the Board of the Town of Freedom hereby confirms that this Franchise Renewal Agreement replace the original franchise last amended on 01/07/06.

A motion was made by Ann Marie Dixon and seconded by Jolene Esposito-Craft.

Roll call:

Councilwoman Jolene Esposito-Craft: Yea

Councilman Ron Ashworth: Yea

Councilman John Hill: Nay

Councilwoman Ann Marie Dixon: Yea

Supervisor D. James Whitacre: Yea

The foregoing having received a 4 yea/ 1 nay vote was thereby declared adopted.

Dated: November 16, 2015

A handwritten signature in cursive script, reading "Brenda Schmidt", written over a horizontal line.

Brenda Schmidt
Town Clerk

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Freedom, 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 ~~November 16, 2005~~ between the Town of Freedom (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 August 24, 2005, and has substantially complied with the material terms of the franchise and applicable law; and

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

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

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

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

- 2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 "Public Property" means any real property owned by any governmental unit.
- 2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.15 "Standard Drop" means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

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

- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 15 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Town of Freedom
 Attn: Supervisor
 1188 Eagle Street
 Sandusky, NY 14133

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 three percent (3 %) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or “bundled” rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

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

10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than “A-,” insuring Grantee and the Grantor (wherein the Grantor is named as

additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

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

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

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

SECTION 14. MISCELLANEOUS PROVISIONS.

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

When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of November 16, 2015.

GRANTOR OF THE TOWN OF FREEDOM

TIME WARNER CABLE
NORTHEAST LLC

By: D. James W. Antero

Title: Supervisor

By: Tyler R. P. H.

Title: SVP & CFO, Residential Services

State of New York }
County of Wyoming } SS.

NOTICE OF PUBLIC
HEARING
TIME WARNER CABLE
FRANCHISE RENEWAL
FOR TOWN OF FREEDOM

PLEASE TAKE NOTICE that the Town of Freedom will hold a Public Hearing on Monday, October 19th at 7:15 pm at the Town Hall, 1188 Eagle St., Sandusky, New York regarding renewal of the cable television franchise agreement by and between the town of Freedom and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Clerk's office, 1188 Eagle St, Sandusky, 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.

Dates: October 2, 2015

By Order of the Freedom
Town Board
Brenda Schmidt - Town
Clerk
#13,14

Grant M. Hamilton, of the Town of Arcade,
New York, being duly sworn, deposes and says
that he is the publisher of the Arcade Herald, a
public newspaper published weekly in said
town; that the notice, of which the annexed
printed slip taken from said newspaper is a copy,
was inserted and published therein two
weeks, commencing on the 8th day of
October and ending on
the 8th day of October, 2015
making two insertions.

Grant M. Hamilton

Sworn before me this 19th day of
October, 2015

Ba m m
Notary Public in and for Erie County

BETHANN GEIGER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/24/2018

State of New York }
County of Wyoming } SS.

**LEGAL NOTICE FOR
APPLICATION OF
FRANCHISE RENEWAL**
PLEASE TAKE NOTICE that
Time Warner Cable Northeast
LLC, d/b/a Time Warner
Cable has filed an application
for renewal of its Cable Televi-
sion Franchise in the Town of
Freedom, Cattaraugus County,
New York.

The application and all com-
ments filed relative thereto are
available for public inspection
at the Town of Freedom office
during normal business hours.
Interested persons may file
comments on the application
with the Town of Freedom
Clerk, 1188 Eagle Street, San-
dusky, NY 14133 and with the
New York State Public Service
Commission within 10 days of
publication.

#28, #29

Grant M. Hamilton, of the Town of Arcade,
New York, being duly sworn, deposes and says
that he is the publisher of the Arcade Herald, a
public newspaper published weekly in said
town; that the notice, of which the annexed
printed slip taken from said newspaper is a copy,
was inserted and published therein two
weeks, commencing on the 28th
..... day of
..... January and ending on
the 4th day of February, 2016.
making two insertions.

Grant M. Hamilton

Sworn before me this 8th day of
February, 2016

Bethann Geiger

Notary Public in and for Erie County

BETHANN GEIGER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/31/2016

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

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

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

Check A or B, Below:

A.

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

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

B.

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

Signature: <i>Catherine A. Andalora</i>	Date: 01/26/16
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