



March 14, 2017

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC, locally known as Charter Communications and the Town of Sterling, NY

Dear Secretary Burgess:

We are herewith filing via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated 07/21/16
3. Fully executed copy of Franchise Renewal Agreement dated 07/19/16
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices

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

Respectfully,

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

Chris Mueller  
Director, Government Affairs  
Charter Communications

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

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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 STERLING**, County of Cayuga, New York.

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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:

**Charter Communications  
41 Mt. Hope Avenue  
Rochester, NY 14620-1090  
(585) 756-1326**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of video subscribers in each of the communities as of December 18, 2016 are:

<b>Franchise Name</b>	<b>Subscribers</b>
Fair Haven, Village of	455
Fulton, City of	2856
Granby, Town of	1371
Hannibal, Town of	157
Hannibal, Village of	157
Mexico, Town of	595
New Haven, Town of	19
Palermo, Town of	716
Sterling, Town of	23
Volney, Town of	1202
Wolcott, Town of	403

6. The following signals are regularly carried by the CNY (Fulton Lineup) 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 Sterling 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
Fair Haven, Village of	0.00
Fulton, City of	0.00
Granby, Town of	0.00
Hannibal, Town of	0.00
Hannibal, Village of	0.00
Mexico, Town of	0.25
New Haven, Town of	0.00
Palermo, Town of	0.00
Sterling, Town of	0.06
Volney, Town of	0.00
Wolcott, Town of	0.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.  


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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 Sterling Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 02/06/17

By:   
\_\_\_\_\_  
Chris Mueller  
Director, Government Affairs  
Charter Communications

Time Warner Cable



Fulton, NY

Location : 13156

Not an Equal Opportunity Employer

STARTER TV					
9	ABC (WSYR) HD	4	ION (WSPX) HD	11	PBS (WCNYDT)
5	CBS (WTVH) HD	99	Info	96	Public Access
15	CW (WSTQ) HD	1300	Leased Access	13	QVC HD
1246	Comet (WSTM)	1240	MeTV (WSYR)	1	TWC News Central NY HD
1275	Create (WCNY)	7	MyTV (WNYS) HD	1278	WCNYHOW
35	EVINE Live HD	3	NBC (WSTM) HD	14	WGN America HD
8	Fox (WSYT-DT) HD	83	New York State Legislative Channel	1250	WSYTD2 TCN
1265	GetTV (WNYS)	1276	PBS (WCNY2)		
12	HSN HD	1277	PBS (WCNY3)		

STANDARD TV					
33	A&E HD	44	EWTN HD	90	Oxygen HD
67	AMC HD	21	FX HD	385	SEC Alternate
420	Additional Sports Programming 1 HD	46	Food Network HD	384	SEC Network HD
421	Additional Sports Programming 2 HD	206	Fox Business Network HD	54	SNY HD
422	Additional Sports Programming 3 HD	39	Fox News Channel HD	482	Shop Zeal 1
423	Additional Sports Programming 4 HD	400	Fox Sports 1 HD	489	Shop Zeal 2 - Inspiration
424	Additional Sports Programming 5 HD	20	Freeform HD	485	Shop Zeal 3 - Lifestyle
18	Animal Planet HD	57	Golf Channel HD	486	Shop Zeal 4 - Lifestyle
48	BET HD	60	HGTV HD	488	Shop Zeal 5 - News & Info
70	Bravo HD	23	HLN HD	26	Spike HD
86	C-SPAN	43	Hallmark Channel HD	61	Syfy HD
36	C-SPAN 2	629	Hallmark Movies & Mysteries HD	17	TBS HD
221	CCTV News	62	History HD	63	TCM HD
27	CMT HD	138	Investigation Discovery HD	49	TLC HD
37	CNBC HD	65	LMN HD	45	TNT HD
22	CNN HD	30	Lifetime HD	47	TV Land HD
51	Cartoon Network HD	56	MSG HD	19	TWC SportsChannel Syracuse HD
50	Comedy Central HD	69	MSG Plus HD	40	The Weather Channel HD
32	Discovery Channel HD	326	MSG2 HD	41	Travel Channel HD
68	Discovery Life	327	MSG2 Plus HD	31	USA HD
58	Disney Channel HD	38	MSNBC HD	16	Univision HD
252	Disney Channel West	28	MTV HD	29	VH1 HD
42	E! HD	55	NBCSN HD	64	WE tv HD
24	ESPN HD	34	Nickelodeon HD	53	YES Network HD
25	ESPN2 HD	59	OWN HD	52	truTV HD

PREFERRED TV					
185	ASPIRE	114	Esquire HD	129	National Geographic HD
491	America's Auction Network	292	FM HD	260	Nick 2
140	American Heroes Channel HD	632	FX Movie Channel	257	Nick Jr HD
110	BBC America HD	109	FXX HD	262	Nicktoons HD
209	BBC World News HD	134	FYI HD	187	Ovation TV HD
256	BabyFirst TV	401	Fox Sports 2	175	POP HD
207	Bloomberg TV HD	169	Fuse HD	481	QVC Plus
253	Boomerang	177	GSN HD	297	RFD-TV HD
227	C-SPAN 3	490	Gem Shopping Network	178	RLTV
315	CBS Sports Network HD	295	Great American Country	128	ReelzChannel HD
208	CNBC World	484	HSN2 HD	291	Revolt HD
182	Centric	627	IFC HD	136	Science Channel HD
127	Chiller	461	INSP HD	131	Smithsonian Channel HD
139	Clo	93	Jewelry Television	215	Spectrum News NY1 HD
163	Cooking Channel HD	469	Jewish Life TV	255	Sprout HD
137	Crime & Investigation HD	174	Lifetime Real Women	625	SundanceTV HD
161	DIY Network HD	492	Liquidation Channel SD	464	TBN HD
463	Daystar	179	Logo	184	TV One HD
135	Destination America HD	306	MLB Network HD	263	TeenNick
266	Discovery Family HD	120	MTV Classic	406	Tennis Channel HD
254	Disney Junior HD	286	MTV Live	124	UP HD
265	Disney XD HD	119	MTV2 HD	444	Univision Deportes HD
370	ESPNU HD	308	NBA TV HD	403	Velocity HD
302	ESPNews HD	310	NFL Network HD	133	Viceland HD
145	El Rey HD	130	Nat Geo Wild HD	186	Youtoo

VARIETY LITE ESPAÑOL					
926	Atres Series	930	Discovery en Espanol	442	FOX Deportes HD
834	CNN en Espanol	440	ESPN Deportes HD	827	Galavision HD
971	Cine Latino	847	FOROtv	932	History en Espanol

898	NBC Universo East	899	Tr3s	913	Video Rola
923	Sorpresa	804	UniMas	443	beIN SPORTS Espanol HD
441	Spectrum Deportes HD	895	Univision tlnovelas		
ADULT					
1800	Adult On Demand	1847	Outrageous OnDemand	1832	Real Pay-Per-View
1849	Here TV	1805	Penthouse	1809	TEN
1848	Here TV On Demand	1804	Penthouse On Demand	1808	TEN On Demand
1803	Hustler TV	1810	Playboy On Demand	1846	Too Much For TV OnDemand
1802	Hustler TV HD	1811	Playboy TV	1814	Vivid On Demand
1801	Hustler TV On Demand	1812	Playboy en Espanol	1815	Vivid TV
1828	Manhandle	1807	Real		
1827	Manhandle OnDemand	1806	Real On Demand		
CINEMAX					
537	5 StarMax HD	530	Cinemax On Demand	535	OuterMax HD
533	ActionMax HD	539	Cinemax West	534	ThrillerMax HD
541	ActionMax West	536	Max Latino HD	542	ThrillerMax West
531	Cinemax HD	532	MoreMax HD		
540	Cinemax MoreMax West	538	MovieMAX HD		
DISNEY FAMILY MOVIES ON DEMAND					
267	Disney Family Movies On Demand				
DISNEY ON DEMAND					
267	Disney Family Movies On Demand	268	Disney OnDemand		
EPIX					
599	EPIX Drive-In	596	EPIX HD West	594	EPIX OnDemand
595	EPIX HD	598	EPIX Hits HD	597	EPIX2 HD
FAMILY PASS					
253	Boomerang	68	Discovery Life	60	HGTV HD
36	C-SPAN 2	58	Disney Channel HD	23	HLN HD
227	C-SPAN 3	252	Disney Channel West	257	Nick Jr HD
161	DIY Network HD	265	Disney XD HD	136	Science Channel HD
266	Discovery Family HD	46	Food Network HD	40	The Weather Channel HD
HBO					
515	HBO Comedy HD	517	HBO Latino HD	518	HBO West
522	HBO Comedy West	524	HBO Latino West	516	HBO Zone HD
514	HBO Family HD	510	HBO On Demand	523	HBO Zone West
521	HBO Family West	513	HBO Signature HD	512	HBO2 HD
511	HBO HD	520	HBO Signature West	519	HBO2 West
HD PASS					
402	MAVTV HD	297	RFD-TV HD	634	Universal HD
633	MGM HD	131	Smithsonian Channel HD	417	beIN SPORTS HD
INTERNATIONAL PREMIUMS					
1551	ABP News	1557	NDTV 24x7	1542	TV Asia
1632	Arabic TV	1404	Phoenix Info News	1500	TV Japan HD
1612	CTI - Channel 1 Russia	1403	Phoenix North America	1592	TV Polonia
221	CCTV News	1595	Polskie Radio 1	1575	TV5MONDE
1401	CCTV4	1596	Polskie Radio 3	1422	TVB1
1400	CTI Zhong Tian Channel	1581	RAI Italia	1423	TVB2
1531	Eros On Demand	1613	RTVi	1424	TVBE HD
1532	Filmy	1515	SBTN	1425	TVBS
1457	GMA DWLS Radio	1541	Set Asia	1516	TVBV
1456	GMA DZBB Radio	1550	Star India Gold	1610	WMNB Russian TV (RTN TV)
1453	GMA LifeTV	1553	Star India Plus	1554	Willow
1452	GMA PinoyTV	1540	Swagat TV	1533	Zee TV
1539	ITV Gold	1450	TFC		
1552	Life OK	1621	TV 1000 Russian Kino		
MLB EXTRA INNINGS					
710	MLB Extra Innings 2	720	NHL Center Ice/MLB Extra Innings 12	702	NHL Center Ice/MLB Extra Innings HD 3
700	MLB Xtr Inning 1HD	721	NHL Center Ice/MLB Extra Innings 13	703	NHL Center Ice/MLB Extra Innings HD 4
701	MLB Xtr Inning 2HD	722	NHL Center Ice/MLB Extra Innings 14	704	NHL Center Ice/MLB Extra Innings HD 5
718	NHL Center Ice/MLB Extra Innings 10	712	NHL Center Ice/MLB Extra Innings 4	705	NHL Center Ice/MLB Extra Innings HD 6
719	NHL Center Ice/MLB Extra Innings 11	717	NHL Center Ice/MLB Extra Innings 9	706	NHL Center Ice/MLB Extra Innings HD 7

707	NHL Center Ice/MLB Extra Innings HD 8	711	TW SYR GAME 02	715	TW SYR GAME 07
708	NHL Center Ice/MLB Extra Innings HD 9	713	TW SYR GAME 05	716	TW SYR GAME 08
709	TW SYR GAME 01	714	TW SYR GAME 06		
MLS DIRECT KICK					
739	MLS Direct Kick 1	742	MLS Direct Kick 4	731	NBA League Pass/MLS Direct Kick 7 HD
740	MLS Direct Kick 2	743	NBA League Pass/MLS Direct Kick 10	732	NBA League Pass/MLS Direct Kick 8 HD
741	MLS Direct Kick 3	730	NBA League Pass/MLS Direct Kick 6 HD	733	NBA League Pass/MLS Direct Kick 9 HD
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					
726	NBA League Pass 2 HD	731	NBA League Pass/MLS Direct Kick 7 HD	735	TEAM 02
727	NBA League Pass 3 HD	732	NBA League Pass/MLS Direct Kick 8 HD	736	TEAM 03
728	NBA League Pass 4 HD	733	NBA League Pass/MLS Direct Kick 9 HD	737	TEAM 04
729	NBA League Pass 5 HD	308	NBA TV HD	738	TEAM 05
743	NBA League Pass/MLS Direct Kick 10	734	TEAM 01		
730	NBA League Pass/MLS Direct Kick 6 HD	725	TEAM 01 HD		
NHL CENTER ICE					
710	MLB Extra Innings 2	712	NHL Center Ice/MLB Extra Innings 4	708	NHL Center Ice/MLB Extra Innings HD 9
700	MLB Xtr Inning 1HD	717	NHL Center Ice/MLB Extra Innings 9	709	TW SYR GAME 01
701	MLB Xtr Inning 2HD	702	NHL Center Ice/MLB Extra Innings HD 3	711	TW SYR GAME 02
718	NHL Center Ice/MLB Extra Innings 10	703	NHL Center Ice/MLB Extra Innings HD 4	713	TW SYR GAME 05
719	NHL Center Ice/MLB Extra Innings 11	704	NHL Center Ice/MLB Extra Innings HD 5	714	TW SYR GAME 06
720	NHL Center Ice/MLB Extra Innings 12	705	NHL Center Ice/MLB Extra Innings HD 6	715	TW SYR GAME 07
721	NHL Center Ice/MLB Extra Innings 13	706	NHL Center Ice/MLB Extra Innings HD 7	716	TW SYR GAME 08
722	NHL Center Ice/MLB Extra Innings 14	707	NHL Center Ice/MLB Extra Innings HD 8		
SHOWTIME					
552	Showtime 2 HD	558	Showtime Family Zone	550	Showtime On Demand
555	Showtime Beyond HD	551	Showtime HD	553	Showtime Showcase HD
554	Showtime Extreme HD	556	Showtime Next HD	557	Showtime Women HD
STARZ					
585	Starz Cinema HD	588	Starz Edge West	590	Starz Kids & Family West
591	Starz Cinema West	581	Starz HD	580	Starz Play OnDemand
586	Starz Comedy HD	587	Starz HD West	583	Starz in Black HD
582	Starz Edge HD	584	Starz Kids & Family HD	589	Starz in Black West
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	609	Starz Encore HD West	607	Starz Encore Westerns
TMC					
625	SundanceTV HD	570	TMC On Demand		
571	TMC HD	572	The Movie Channel Extra HD		
TV EN ESPANOL					
926	Atres Series	440	ESPN Deportes HD	932	History en Espanol
834	CNN en Espanol	847	FOROTV	898	NBC Universo East
971	Cine Latino	442	FOX Deportes HD	923	Sorpresa
930	Discovery en Espanol	827	Galavision HD	441	Spectrum Deportes HD

899	Tr3s	895	Univision tlnovelas	443	beIN SPORTS Espanol HD
804	UniMas	913	Video Rola		

TWC MOVIE PASS					
267	Disney Family Movies On Demand	608	Starz Encore Family East	606	Starz Encore Suspense HD
603	Starz Encore Action HD	602	Starz Encore HD	607	Starz Encore Westerns
604	Starz Encore Black HD	609	Starz Encore HD West		
605	Starz Encore Classic HD	601	Starz Encore On Demand		

TWC SPORTS PASS					
382	Big Ten Network HD	308	NBA TV HD	379	PAC-12 Oregon HD
315	CBS Sports Network HD	310	NFL Network HD	378	PAC-12 Washington HD
303	ESPN Classic	311	NFL Redzone HD	330	Spectrum SportsNet HD
442	FOX Deportes HD	312	NHL Network HD	331	Spectrum SportsNet LA HD
372	Fox College Sports Atlantic	408	Outdoor Channel HD	409	Sportsman Channel
373	Fox College Sports Central	377	PAC-12 Arizona HD	413	TVG Network (TV Games)
374	Fox College Sports Pacific	381	PAC-12 Bay Area HD	406	Tennis Channel HD
419	Fox Soccer Plus HD	376	PAC-12 Los Angeles HD	444	Univision Deportes HD
401	Fox Sports 2	380	PAC-12 Mountain HD	417	beIN SPORTS HD
416	Go!TV HD	375	PAC-12 National		

VARIETY PASS					
185	ASPIRE	145	El Rey HD	130	Nat Geo Wild HD
491	America's Auction Network	114	Esquire HD	129	National Geographic HD
140	American Heroes Channel HD	292	FM HD	260	Nick 2
110	BBC America HD	632	FX Movie Channel	257	Nick Jr HD
209	BBC World News HD	109	FXX HD	262	Nicktoons HD
256	BabyFirst TV	134	FYI HD	187	Ovation TV HD
207	Bloomberg TV HD	401	Fox Sports 2	175	POP HD
253	Boomerang	169	Fuse HD	481	QVC Plus
227	C-SPAN 3	177	GSN HD	297	RFD-TV HD
315	CBS Sports Network HD	490	Gem Shopping Network	178	RLTV
208	CNBC World	295	Great American Country	128	ReelzChannel HD
182	Centric	484	HSN2 HD	291	Revolt HD
127	Chiller	627	IFC HD	136	Science Channel HD
139	Cloot	461	INSP HD	131	Smithsonian Channel HD
163	Cooking Channel HD	93	Jewelry Television	215	Spectrum News NY1 HD
137	Crime & Investigation HD	469	Jewish Life TV	255	Sprout HD
161	DIY Network HD	1300	Leased Access	625	SundanceTV HD
463	Daystar	174	Lifetime Real Women	464	TBN HD
135	Destination America HD	492	Liquidation Channel SD	184	TV One HD
266	Discovery Family HD	179	Logo	263	TeenNick
58	Disney Channel HD	306	MLB Network HD	406	Tennis Channel HD
252	Disney Channel West	120	MTV Classic	124	UP HD
254	Disney Junior HD	286	MTV Live	444	Univision Deportes HD
265	Disney XD HD	119	MTV2 HD	403	Velocity HD
370	ESPNU HD	308	NBA TV HD	133	Viceland HD
302	ESPNews HD	310	NFL Network HD	186	Youtoo

VARIETY PASS PLUS					
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MISCELLANEOUS					
1340	Community Calendar	307	MLB Strike Zone HD	324	TWCS2-CPST
1586	DW Amerika	2	Pay-Per-View Preview	325	TWCS3-CPST
371	ESPN Goal Line / Buzzer Beater HD	213	Spectrum Radar		



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](http://help.twcable.com/policies.html). Time Warner Cable leases CableCARDs for \$2.50 per month, per CableCARD, for use in customer-owned retail CableCARD-compatible devices. Our leased Set-Top Boxes also include either a CableCARD or integrated security inside the device. Our lease rate for Set-Top Boxes that contain a CableCARD includes a \$2.50 imputed charge for the CableCARD. If you lease a CableCARD in lieu of such a Set-Top Box, we now offer a prospective monthly credit to reflect the difference between the standard lease rates of Set-Top Boxes and CableCARDs. Please contact us by filling out the form available via the following link if you believe you may be eligible for or would like more information regarding this credit: [twc.com/CableCARD](http://twc.com/CableCARD).

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

Some restrictions apply. Starter TV service must be purchased to subscribe to any other optional video service or tier services. Pricing, programming and packaging subject to change without notice. Service prices shown are monthly and do not include sales tax, installation fees, franchise fees and FCC user fees. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Additional charges apply for installation, equipment, surcharges, applicable taxes and fees. ©2017 Time Warner Cable Enterprises LLC, all rights reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc., used under license. All other trademarks are property of their respective owners.

For TWC store locations, please visit [twc.com/stores](http://twc.com/stores)



Adams, Alexandria, Antwerp, Brasher, Brushton, Burke, Carthage, Champion, Chateaugay, Colton, Croghan, Denmark, Diana, Ellisburg, Gouverneur, Greig, Harrisville, Herman, Herrings, Heuvelton, Leary, Leray, Lorraine, Louisville, Lowville, Lyme, Malone, Martinsburg, Massena, Mexico, Morristown, New Bremen, Norfolk, Norwood, Palermo, Philadelphia, Potsdam, Richville, Rodman, Rouses Point, Russell, Sterling, Theresa, Waddington, Watson, Waverly, Wilna

### TV SERVICES AND PACKAGES

Starter TV <sup>1</sup>	\$ 14.00
Brushton, Hermon, Louisville, Malone, Massena, Norwood, Potsdam, Richville	\$ 10.00
Essential TV <sup>2</sup>	\$ 49.99
(includes Starter TV and selection of 40+ cable networks)	
Standard TV	\$ 85.99
(includes Starter TV)	
Preferred TV	\$ 95.99
(includes Starter TV, Standard TV, Variety Pass)	
Variety Pass	\$ 10.00
HD Pass	\$ 5.95
TWC Sports Pass	\$ 10.00
TWC Movie Pass	\$ 10.00
TV en Español	\$ 9.95
Family Choice <sup>3</sup>	\$ 12.99
Broadcast TV Surcharge	\$ 3.75
Sports Programming Surcharge	\$ 5.00

<sup>1</sup> Subscription to Starter TV is required for all TV Packages.

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

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

### PREMIUM SERVICES

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

### ADULT PREMIUM SERVICES

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



1-800-TWCABLE  
[twc.com](http://twc.com)

For our latest special offers and promotions,  
please visit [twc.com](http://twc.com)

## INTERNATIONAL PREMIUMS

<b>Arabic</b> (ART)	\$ 12.99
<b>Cantonese</b> (TVB Jade World - TVB1, TVB2, TVBe, TVBS & CCTV4)	\$ 39.99
<b>Filipino</b> (Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio, GMA DZBB Radio & TFC)	\$ 24.99
<b>French</b> (TV5MONDE)	\$ 9.95
<b>German</b> (DW Amerika)	\$ 9.99
<b>Hindi</b> (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
<b>Italian</b> (Rai Italia)	\$ 9.95
<b>Japanese</b> (TV JAPAN)	\$ 24.99
<b>Mandarin</b> (Mandarin Language Pack - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
<b>Polish</b> (TV Polonia & Polskie Radio)	\$ 19.99
<b>Russian</b> (RTN)	\$ 14.99
(Russian Language Pack - CIR, RTN, RTVi & TV1000 Russian Kino)	\$ 25.99
<b>Vietnamese</b> (Vietnamese Pass - SBTN & TVBV)	\$ 19.99

## SEASONAL SPORTS SERVICES

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

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

## INTERNET

<b>Everyday Low Price</b>	\$ 14.99
<b>Basic</b>	\$ 49.99
<b>Standard</b>	\$ 59.99
<b>Turbo Upgrade<sup>4</sup></b>	\$ 10.00
<b>Extreme Upgrade<sup>4</sup></b>	\$ 20.00
<b>Ultimate Upgrade<sup>4</sup></b>	\$ 50.00
<b>Home WiFi</b>	\$ 4.99

<sup>4</sup> Turbo, Extreme or Ultimate Upgrade can be added to Standard.

## PHONE

<b>TWC Phone Unlimited</b>	\$ 44.99
<b>International OnePrice<sup>®</sup> Plan<sup>5</sup></b> (additional)	\$ 19.99
<b>Global Penny Phone Plan</b> (additional)	\$ 2.95
<b>Voicemail Service</b> (per phone number)	\$ 3.95

<sup>5</sup> Subscription to TWC Phone with TV and/or Internet is required.

## EQUIPMENT & EXTRAS

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

## INSTALLATION

<b>Video Installation, Primary Outlet</b> (Unwired or prewired)	\$ 50.00
<b>Internet Installation</b>	\$ 50.00
<b>Phone Installation</b>	\$ 50.00
<b>Additional Outlet at Time of Installation</b>	\$ 10.00
<b>WH-DVR Installation</b>	\$ 20.00
<b>Home WiFi Installation</b>	\$ 20.00
<b>Easy Connect Rescue Fee</b>	\$ 50.00
<b>Easy Connect Shipping Charge</b>	\$ 10.00
<b>Trip Charge<sup>6</sup></b>	\$ 50.00
<b>Custom Work Hourly Service Charge</b>	\$ 50.00

<sup>6</sup> Applicable when adding and/or relocating outlet, transferring, reconnecting, upgrading and/or downgrading services and picking up equipment. Applicable if technician determines that the problem is not related to Time Warner Cable's service or equipment. This charge may be waived if the customer subscribes to the Time Warner Cable Service Protection Plan.

## OTHER SERVICE CHARGES

<b>Agent Assisted Payment</b>	\$ 5.00
<b>Deposit Fee</b>	\$50-100.00
<b>Late Fee</b>	\$ 8.95
<b>Reconnection Fee</b>	\$ 4.99
<b>Returned Payment Fee</b>	\$ 25.00
<b>Statement Copy</b>	\$ 1.99

## UNRETURNED/LOST/DAMAGED EQUIPMENT

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



1290 State Rte. 104A  
Sterling, New York 13156

Town Clerk (315) 947-5666  
Fax (315) 947-5119

**RESOLUTION #2016-096**  
**TIME WARNER AGREEMENT**

On motion made by Councilperson Taft, seconded by Councilperson Keeling, the following resolution was

ADOPTED AYES 4  
NAYS 0

An application has been duly made to the Board of the Town of Sterling, County of Cayuga, New York, by TIME WARNER CABLE NORTHEAST LLC ("Time Warner"), a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, and holder of a cable television franchise in the Town of Sterling for the approval of an agreement to renew Time Warner's cable television franchise for an additional ten (10) years. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Sterling on July 18, 2016 at 7:05 pm, and notice of the hearing has published in the Lakeshore News on July 6, 2016 and July 13, 2016.

NOW THEREFORE, the Board of the Town of Sterling 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 Sterling hereby renews the cable television franchise of Time Warner in the Town of Sterling for ten (10) years commencing on the date of approval by the Public Service Commission.

BE IT FURTHER RESOLVED that the Board of the Town of Sterling hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on 7/1/06.

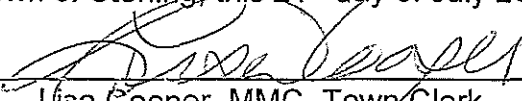
STATE OF NEW YORK  
COUNTY OF CAYUGA  
TOWN OF STERLING

I, Lisa Cooper, MMC, Town Clerk of the Town of Sterling, Cayuga County, New York,

DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Sterling at a meeting of said Board held on the 18<sup>st</sup> day of July 2016, and that the foregoing is a true and correct transcript of said minutes and of the whole thereof, and that said minutes is on file in my office.

I DO FURTHER CERTIFY, that each of the members of said Town Board had due notice of said meeting and that Randall Lawrence, Supervisor, Gus Taft, Leigh Shortslef, and Steve Keeling Councilpersons, were present at such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Sterling, ~~this~~ 21<sup>st</sup> day of July 2016.

  
\_\_\_\_\_  
Lisa Cooper, MMC, Town Clerk

FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Sterling, 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 7/19/16 between the Town of Sterling (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 January 5, 2006, 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 Sterling/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 Sterling. Such area shall include all areas annexed by the Town of Sterling. 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 10 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor:                   Town of Sterling  
  Attn: Supervisor  
  1290 State Rte. 104A  
  Sterling, NY 13156

If to Grantee:                   Time Warner Cable  
  Attn: Government Relations  
  2604 Seneca Avenue  
  Niagara Falls, NY 14305

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

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

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
  - (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to

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

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

#### SECTION 4. TECHNICAL STANDARDS.

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

#### SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The

Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

## SECTION 6. CONSTRUCTION PROVISIONS.

### 6.1 Construction Standards.

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

### 6.2 Construction Codes.

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

### 6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that

prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the

Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

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

6.8 System Abandonment.

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

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

## SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly

available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

#### SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.
- 8.2 Customer Service.
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

#### SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.

- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or “bundled” rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

## 10. INDEMNITY AND INSURANCE.

### 10.1 Indemnity

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

### 10.2 Liability Insurance.



- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
  2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
  3. One Million Dollars (\$1,000,000.00) for all other types of liability.
  4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

## SECTION 11. REVOCATION AND REMOVAL

### 11.1. Right to Revoke.

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

make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

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

#### 11.2. Removal After Revocation or Termination.

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

### SECTION 12. TRANSFER

#### 12.1 Sale or Transfer of Franchise.

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

## SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

### 13.1 Discriminatory Practices Prohibited.

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

## SECTION 14. MISCELLANEOUS PROVISIONS.

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

- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 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 July 19, 2016.

GRANTOR OF THE TOWN OF STERLING

TIME WARNER CABLE  
NORTHEAST LLC

By: *Randall L. Lee*

By: *Mark E. Brown*

Title: *Town Supervisor,*  
*Town of Sterling, NY*

Title: *VP & Counsel, Government Affairs*

STATE OF NEW YORK}  
County of Wayne} ss.:

Charles Palermo

being sworn, says he is the

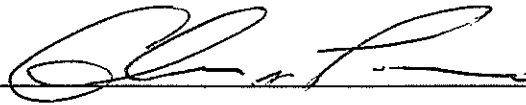
Publisher

of the Lakeshore News, a newspaper of general circulation both in Wayne and Northern Cayuga Counties is published weekly in the Village of Wolcott, NY in said County; and that a notice, of which the annexed is a printed copy, was printed and published in the regular edition of said newspaper once a week for

Two (2)

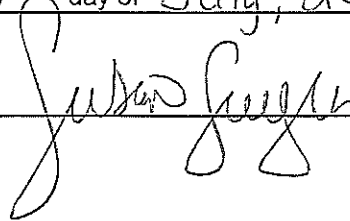
weeks, commencing on the

6th day of July, 2016



Subscribed and sworn to before me this

13 day of July, 2016



Notary Public

**TOWN OF STERLING**  
**Notice of Public Hearing**  
**Time Warner Cable**  
**Franchise Renewal for the**  
**Town of Sterling**

PLEASE TAKE NOTICE that the Town of Sterling will hold a Public Hearing on 18th day of July, 2016 at 7:05 pm at the Town office 1290 State Rt. 104A, Sterling, NY 13156, regarding renewal of the cable television franchise agreement by and between the Town of Sterling and Time Warner Cable.

A copy of the agreement is available for public inspection during regular business hours at the Clerk's office at 1290 State Rt. 104A, Sterling, NY 13156. 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 28, 2016  
By order of the Town of Sterling Town Board  
Lisa Cooper, MMC  
Sterling Town Clerk  
..... 7/6-7/13/w2

SUSAN M. SAYLOR  
Notary Public, State of New York  
No. 01SA6117433  
Qualified in Wayne County  
Commission Expires October 25, 2016

STATE OF NEW YORK}  
County of Wayne} ss.:

Charles Palermo

being sworn, says he is the

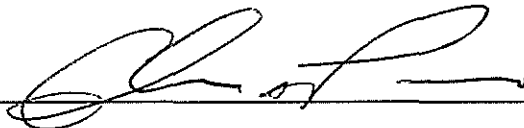
Publisher

of the Lakeshore News, a newspaper of general circulation both in Wayne and Northern Cayuga Counties is published weekly in the Village of Wolcott, NY in said County; and that a notice, of which the annexed is a printed copy, was printed and published in the regular edition of said newspaper once a week for

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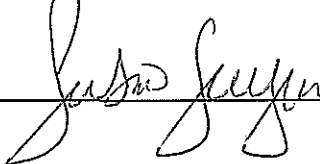
weeks, commencing on the

23rd day of November, 2016

  
\_\_\_\_\_

Subscribed and sworn to before me this

2 day of December, 2016  
\_\_\_\_\_

  
\_\_\_\_\_ Notary Public

SUSAN M. SAYLOR  
Notary Public, State of New York  
No. 01SA6117433  
Qualified in Wayne County  
Commission Expires October 25, 2020

**TOWN OF STERLING  
LEGAL NOTICE FOR  
APPLICATION OF  
FRANCHISE RENEWAL**  
PLEASE TAKE NOTICE that Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Town of Sterling, Cayuga County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Sterling office during normal business hours. Interested persons may file comments on the application with the Town of Sterling Clerk, 1290 State Route 104A, Sterling, NY 13156 and with the New York State Public Service Commission within 10 days of publication.  
..... 11/23-11/30/w2