



David J. Whalen
Director of Franchising

February 11, 2014

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

RE: Franchise Renewal – Time Warner Cable, Central New York Division
With the Village of Broadlabin

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 November 20, 2013
3. Fully executed copy of Franchise Renewal Agreement dated November 19, 2013
4. Copy of latest annual test data compiled for this part of the Division's CATV system (via separate email)
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 "David J. Whalen".

David J. Whalen
Director of Franchising
Northeast Region

DJW/e
Enclosures

cc: Honorable Sheila Bleyl, Village Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC, d/b/a Time Warner Cable**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Village of Broadlabin, Fulton County, New York.**

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

**(607) 584-0612 Time Warner Cable
120 Plaza Drive
Suite D
Vestal, New York 13850**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2014:

| | | | |
|-------------------------|---------|-------------------------|------|
| City of Albany | 29616 | Town of Kingsbury | 1340 |
| Village of Altamont | 830 | Town of Knox | 594 |
| Village of Ames | 34 | Town of Lake George | 1519 |
| City of Amsterdam | 5613 | Village of Lake George | 544 |
| Town of Amsterdam | 846 | Town of Lake Luzerne | 1111 |
| Town of Argyle | 387 | Town of Malta | 5814 |
| Village of Argyle | 77 | Town of Mayfield | 1897 |
| Town of Ballston | 2642 | Village of Mayfield | 280 |
| Village of Ballston Spa | 2062 | City of Mechanicsville | 1966 |
| Town of Berne | 572 | Village of Menands | 1944 |
| Town of Bethlehem | 9599 | Town of Middleburgh | 132 |
| Town of Blecker | 113 | Village of Middleburgh | 261 |
| Town of Bolton | 1547 | Town of Milton | 4443 |
| Town of Broadlabin | 1150 | Town of Minden | 70 |
| Village of Broadlabin | 588 | Town of Mohawk | 488 |
| Town of Brunswick | 4246 | Town of Moreau | 3465 |
| Town of Cambridge | 42 | Town of Moriah | 778 |
| Village of Cambridge | 584 | Town of Nassau | 482 |
| Town of Canajoharie | 97 | Village of Nassau | 633 |
| Village of Canajoharie | 633 | Village of Nelliston | 132 |
| Town of Carlisle | not yet | Town of New Scotland | 1144 |
| Town of Caroga | 747 | Town of Niskayuna | 7592 |
| Village of Castleton | 549 | Town of North Greenbush | 4569 |
| Town of Charlton | 1121 | Town of Northampton | 619 |

| | | | |
|--------------------------|---------|------------------------------|---------|
| Town of Cherry Valley | 12 | Town of Northumberland | 1432 |
| Village of Cherry Valley | 198 | Village of Northville | 358 |
| Town of Chester | 1096 | Town of Palatine | 57 |
| Town of Clifton Park | 13207 | Village of Palatine Bridge | 266 |
| Town of Cobleskill | 398 | Town of Perth | 1280 |
| Village of Cobleskill | 1252 | Town of Pittstown | 14048 |
| Town of Coeymans | 28 | Town of Poestenkill | 1053 |
| City of Cohoes | 5772 | Village of Port Henry | 493 |
| Town of Colonie | 23472 | Town of Princetown | not yet |
| Village of Colonie | 2097 | Town of Providence | 531 |
| Town of Corinth | 1147 | Town of Putnam | 22 |
| Village of Corinth | 794 | Town of Queensbury | 10757 |
| Town of Crown Point | 224 | City of Renssalaer | 2563 |
| Town of Day | 577 | Town of Richmondville | 211 |
| Village of Delanson | 263 | Village of Richmondville | 281 |
| Town of Duanesburg | 755 | Town of Root | 119 |
| Town of East Greenbush | 5866 | Town of Rotterdam | 10909 |
| Town of Easton | 139 | Village of Round Lake | 230 |
| Town of Edinburg | 860 | Town of Salem | 151 |
| Town of Esperance | 351 | Village of Salem | 289 |
| Village of Esperance | 87 | Town of Sand Lake | 2653 |
| Town of Florida | 304 | Town of Saratoga | 880 |
| Village of Fonda | 491 | Town of Saratoga (Sar Cnty) | 237 |
| Town of Fort Ann | 723 | Town of Saratoga | 39 |
| Village of Fort Ann | 166 | City of Saratoga Springs | 13685 |
| Town of Fort Edward | 531 | Town of Schaghticoke | 1830 |
| Village of Fort Edward | 995 | Village of Schaghticoke | 210 |
| Village of Fort Johnson | 241 | City of Schnectady | 15823 |
| Village of Fort Plain | 635 | Town of Schodack | 2979 |
| Village of Fultonville | 229 | Town of Schoharie | 385 |
| Town of Galway | 1050 | Village of Schoharie | 265 |
| Village of Galway | 118 | Town of Schroom | 755 |
| Town of Glen | 42 | Village of Schuylersville | 511 |
| City of Glen Falls | 5102 | Village of Scotia | 2109 |
| Town of Glenville | 7611 | Town of Seward | 229 |
| City of Gloversville | 4368 | Town of Sharon | 195 |
| Town of Grafton | not yet | Village of Sharon Springs | 71 |
| Town of Granville | 974 | Village of South Glens Falls | 1270 |
| Village of Granville | 725 | Town of St. Johnsville | 81 |
| Village of Green Island | 997 | Village of St. Johnsville | 455 |
| Town of Greenfield | 2229 | Town of Stillwater | 2055 |
| Town of Greenwich | 655 | Town of Stillwater | 65 |
| Village of Greenwich | 637 | Village of Stillwater | 664 |
| Town of Guilderland | 10700 | Town of Stuyvesant | 281 |
| Town of Hadley | 404 | Town of Ticonderoga | 1377 |
| Town of Haganan | 504 | City of Troy | 13817 |

| | |
|--------------------------|------|
| Town of Hague | 530 |
| Town of Halfmoon | 8505 |
| Town of Hampton (TWW) | 14 |
| Town of Hartford | 269 |
| Town of Hoosick | 237 |
| Village of Hoosick Falls | 1183 |
| Town of Horicon | 1008 |
| Village of Hudson Falls | 2177 |
| Town of Jackson | 370 |
| City of Johnstown | 2816 |
| Town of Johnstown | 1836 |
| Town of Kinderhook | 1162 |
| Village of Kinderhook | 330 |

| | |
|--------------------------|------|
| Village of Valatie | 305 |
| Village of Valley Falls | 171 |
| Village of Victory | 161 |
| Village of Voorheesville | 1181 |
| Town of Warrensburg | 1236 |
| Town of Waterford | 2240 |
| Village of Waterford | 755 |
| City of Watervliet | 3526 |
| Town of Whitehall | 74 |
| Village of Whitehall | 745 |
| Town of Wilton | 5658 |
| Town of Wright | 240 |

6. The following signals are regularly carried by the Albany cable system: **(see attached channel card)**.
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Albany System are: **\$76.99** total for starter and standard tv.
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:

| | |
|-------------------------|-------|
| City of Albany | 2.02 |
| Village of Altamont | 0.05 |
| Village of Ames | 0.00 |
| City of Amsterdam | 0.15 |
| Town of Amsterdam | 0.10 |
| Town of Argyle | 17.32 |
| Village of Argyle | 0.03 |
| Town of Ballston | 0.42 |
| Village of Ballston Spa | 0.11 |
| Town of Berne | 0.15 |
| Town of Bethlehem | 4.09 |
| Town of Bleecker | 0.00 |
| Town of Bolton | 8.38 |
| Town of Broadlabin | 0.09 |
| Village of Broadlabin | 0.10 |
| Town of Brunswick | 0.59 |
| Town of Cambridge | 0.00 |
| Village of Cambridge | 0.10 |

| | |
|------------------------|-------|
| Town of Kingsbury | 11.37 |
| Town of Knox | 0.15 |
| Town of Lake George | 0.58 |
| Village of Lake George | 0.00 |
| Town of Lake Luzerne | 0.13 |
| Town of Malta | 0.91 |
| Town of Mayfield | 0.24 |
| Village of Mayfield | 0.00 |
| City of Mechanicsville | 0.32 |
| Village of Menands | 0.37 |
| Town of Middleburgh | 0.04 |
| Village of Middleburgh | 0.00 |
| Town of Milton | 1.08 |
| Town of Minden | 0.00 |
| Town of Mohawk | 0.09 |
| Town of Moreau | 0.74 |
| Town of Moriah | 0.16 |
| Town of Nassau | 0.37 |

| | |
|--------------------------|------|
| Towns of Canajoharie | 0.05 |
| Village of Canajoharie | 0.05 |
| Town of Carlisle | 0.00 |
| Town of Caroga | 0.00 |
| Village of Castleton | 0.00 |
| Town of Charlton | 1.76 |
| Town of Cherry Valley | 0.00 |
| Village of Cherry Valley | 0.00 |
| Town of Chester | 0.72 |
| Town of Clifton Park | 3.32 |
| Town of Cobleskill | 0.29 |
| Village of Cobleskill | 0.04 |
| Town of Coeymans | 0.53 |
| City of Cohoes | 0.00 |
| Town of Colonie | 6.53 |
| Village of Colonie | 0.41 |
| Town of Corinth | 0.03 |
| Village of Corinth | 0.07 |
| Town of Crown Point | 0.07 |
| Town of Day | 0.30 |
| Village of Delanson | 0.00 |
| Town of Duanesburg | 1.73 |
| Town of East Greenbush | 0.87 |
| Town of Easton | 2.03 |
| Town of Edinburg | 1.32 |
| Town of Esperance | 0.00 |
| Village of Esperance | 0.00 |
| Town of Florida | 0.10 |
| Village of Fonda | 0.42 |
| Town of Fort Ann | 0.16 |
| Village of Fort Ann | 0.06 |
| Town of Fort Edward | 0.05 |
| Village of Fort Edward | 0.00 |
| Village of Fort Johnson | 0.00 |
| Village of Fort Plain | 0.00 |
| Village of Fultonville | 0.00 |
| Town of Galway | 0.45 |
| Village of Galway | 0.00 |
| Town of Glen | 0.02 |
| City of Glen Falls | 0.04 |
| Town of Glenville | 2.04 |
| City of Gloversville | 0.56 |
| Town of Grafton | 0.00 |
| Town of Granville | 1.71 |
| Village of Granville | 0.10 |
| Village of Green Island | 0.33 |

| | |
|------------------------------|------|
| Village of Nassau | 0.00 |
| Village of Nelliston | 0.00 |
| Town of New Scotland | 0.34 |
| Town of Niskayuna | 2.22 |
| Town of North Greenbush | 0.94 |
| Town of Northampton | 0.32 |
| Town of Northumberland | 0.82 |
| Village of Northville | 0.18 |
| Town of Palatine | 0.09 |
| Village of Palatine Bridge | 0.04 |
| Town of Perth | 0.06 |
| Town of Pittstown | 1.67 |
| Town of Poestenkill | 0.17 |
| Village of Port Henry | 0.11 |
| Town of Princetown | 0.02 |
| Town of Providence | 0.41 |
| Town of Putnam | 0.00 |
| Town of Queensbury | 0.94 |
| City of Rensselaer | 0.81 |
| Town of Richmondville | 8.86 |
| Village of Richmondville | 0.05 |
| Town of Root | 0.06 |
| Town of Rotterdam | 1.14 |
| Village of Round Lake | 0.00 |
| Town of Salem | 1.94 |
| Village of Salem | 0.05 |
| Town of Sand Lake | 3.08 |
| Town of Saratoga | 0.52 |
| Town of Saratoga | 0.28 |
| Town of Saratoga (Sar Cnty) | 0.00 |
| City of Saratoga Springs | 4.49 |
| Town of Schaghticoke | 1.75 |
| Village of Schaghticoke | 2.13 |
| City of Schnectady | 1.55 |
| Town of Schodack | 4.76 |
| Town of Schoharie | 0.09 |
| Village of Schoharie | 0.06 |
| Town of Schroom | 0.58 |
| Village of Schuylerville | 0.13 |
| Village of Scotia | 0.07 |
| Town of Seward | 0.11 |
| Town of Sharon | 1.24 |
| Village of Sharon Springs | 0.00 |
| Village of South Glens Falls | 0.16 |
| Town of St. Johnsville | 0.08 |
| Village of St. Johnsville | 0.73 |

| | | | |
|--------------------------|------|--------------------------|------|
| Town of Greenfield | 2.38 | Town of Stillwater | 0.07 |
| Town of Greenwich | 8.57 | Town of Stillwater | 0.06 |
| Village of Greenwich | 0.11 | Village of Stillwater | 0.04 |
| Town of Guilderland | 5.13 | Town of Stuyvesant | 0.05 |
| Town of Hadley | 0.48 | Town of Ticonderoga | 0.14 |
| Town of Hagaman | 0.00 | City of Troy | 4.02 |
| Town of Hague | 0.05 | Village of Valatie | 0.20 |
| Town of Halfmoon | 0.37 | Village of Valley Falls | 0.00 |
| Town of Hampton (TWW) | 0.00 | Village of Victory | 0.00 |
| Town of Hartford | 0.25 | Village of Voorheesville | 0.16 |
| Town of Hoosick | 0.00 | Town of Warrensburg | 1.08 |
| Village of Hoosick Falls | 0.00 | Town of Waterford | 0.00 |
| Village of Hudson Falls | 0.00 | Village of Waterford | 0.00 |
| Town of Horicon | 0.39 | City of Watervliet | 0.12 |
| Town of Jackson | 4.25 | Town of Whitehall | 0.13 |
| City of Johnstown | 0.56 | Village of Whitehall | 0.00 |
| Town of Johnstown | 6.01 | Town of Wilton | 2.82 |
| Town of Kinderhook | 2.92 | Town of Wright | 0.11 |
| Village of Kinderhook | 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, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Village of Broadlabin Certificate of Confirmation and Franchise Renewal Agreement.

Dated: February 11, 2014

A handwritten signature in black ink, appearing to read "David J. Whalen". The signature is fluid and cursive, with a large initial "D" and "W".

By: David J. Whalen
Director of Franchising
Time Warner Cable Northeast LLC

DJW/e

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Village of Broadlabin

AND

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

Dated: 09/25/2013

CHANNEL LINEUP

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

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

| CHANNEL NAME | CHANNEL NAME |
|------------------------------------|---------------------------------------|
| CHANNELS (1-99) | |
| 1 On TWC | 60 E! |
| 2 Movies On Demand | 61 Nat Geo |
| 3 ShopNBC | 62 Univision |
| 4 WNYA (ABC/ESPN2) | 63 TV Land |
| 5 TBS | 64 LMN |
| 6 WRGB (CBS) | 65 WE |
| 7 TWTVM-IP | 66 SNY |
| 8 WAXA (FOX) | 70 Fox News Channel |
| 9 YNN | 71 truTV |
| 10 WFTN (ABC) | 78 EWTN |
| 11 WMBH (PBS) | 83 New York State Legislative Channel |
| 12 Off Track Betting | 91 WYNN (NBC) |
| 13 WNY1 (NBC) | |
| 14 C-SPAN | |
| 15 WCWN (CW) | |
| 16 Public Access | |
| 17 Government Access | |
| 18 WVEV (IND) | |
| 19 TV Guide Channel | |
| 20 WVEY (CN) | |
| 21 HSN | |
| 22 QVC | |
| 23 Weather Channel | |
| 24 ESPN | |
| 25 ESPN 2 | |
| 26 MSG Plus | |
| 27 TNT | |
| 28 USA | |
| 29 AMC | |
| 30 Lifetime | |
| 31 FX | |
| 32 Cartoon Network | |
| 33 Nickelodeon | |
| 34 Disney Channel | |
| 35 ABC Family | |
| 36 Comedy Central | |
| 37 Discovery Channel | |
| 38 A&E | |
| 39 History | |
| 40 TLC | |
| 41 HGTV | |
| 42 Food Network | |
| 43 OWN | |
| 44 NBC Sports Network | |
| 45 BET | |
| 46 CNN | |
| 47 HLN | |
| 48 CNBC | |
| 49 MSNBC | |
| 50 Time Warner Cable SportsChannel | |
| 51 Golf Channel | |
| 52 YES Network | |
| 53 SyFy | |
| 54 MSG | |
| 55 Spike | |
| 56 VHI | |
| 57 MTV | |
| 58 TCM | |
| 59 Bravo | |

ENTERTAINMENT

| |
|---------------------------|
| 100 Primetime On Demand |
| 101 USA Network |
| 102 A&E |
| 103 TNT |
| 104 TBS |
| 105 AMC |
| 106 Discovery Channel |
| 107 History |
| 108 FX |
| 110 BBC America |
| 111 SyFy |
| 112 truTV |
| 113 Comedy Central |
| 114 Esquire Network |
| 116 Spike TV |
| 117 VHI |
| 118 MTV |
| 119 MTV2 |
| 120 VHI Classic |
| 121 TV Land |
| 122 ABC Family |
| 123 Hallmark Channel |
| 124 UP |
| 127 Chiller |
| 128 ReelzChannel |
| 129 Nat Geo |
| 130 Nat Geo Wild |
| 131 Smithsonian HD |
| 132 Animal Planet |
| 133 H2 |
| 134 BIO |
| 136 Science |
| 137 Crime & Investigation |
| 139 Cloo |
| 140 Military Channel |
| 144 FXX |

LIFE & STYLE

| |
|---------------------|
| 160 HGTV |
| 161 DIY Network |
| 162 Food Network |
| 163 Cooking Channel |
| 165 Travel Channel |
| 166 TLC |
| 167 Bravo |
| 168 E! |

NEWS & INFO

| |
|----------------------------------|
| 200 YNN |
| 201 CNN |
| 202 Fox News Channel |
| 203 MSNBC |
| 204 HLN |
| 205 CNBC |
| 206 Fox Business Network |
| 207 Bloomberg TV |
| 208 CNBC World |
| 209 BBC World News |
| 211 The Weather Channel |
| 214 Traffic & News Now |
| 215 NY1 |
| 216 CNN International |
| 218 RT (Russia Today) |
| 221 CCTV News |
| 225 C-SPAN |
| 226 C-SPAN 2 |
| 227 C-SPAN 3 |
| 229 NY State Legislative Channel |

KIDS & TEENS

| |
|------------------------------------|
| 250 Kids On Demand |
| 251 Disney |
| 252 Disney West |
| 253 Boomerang |
| 254 Disney Jr |
| 257 Nick Jr |
| 258 Nickelodeon |
| 262 Nicktoons |
| 263 Teennick |
| 264 Cartoon Network |
| 265 Disney XD |
| 266 The Hub |
| 267 Disney Family Movies On Demand |
| 268 Disney Channel On Demand |

MUSIC

| |
|---------------------|
| 285 Music On Demand |
| 286 Palladia |
| 292 Fuse |
| 293 CMT |
| 295 GAC |
| 297 RFD TV |

SPORTS

| |
|--------------------|
| 300 ESPN |
| 301 ESPN2 |
| 302 ESPNews |
| 303 ESPN Classic |
| 306 MLB Network |
| 307 MLB StrikeZone |

| CHANNEL NAME | CHANNEL NAME |
|----------------------------|------------------------------------|
| 170 Lifetime | 308 NBA TV |
| 171 Oxygen | 310 NFL Network |
| 172 WE tv | 311 NFL RedZone |
| 173 OVN | 312 NHL Network |
| 174 Lifetime Real Women | 314 NBC Sports Network |
| 175 TVGN | 315 CBS Sports Network |
| 176 Soapnet | 318 MSG |
| 177 GSN | 319 MSG Plus |
| 178 RLTV | 320 SNY |
| 179 Logo | 321 YES Network |
| 180 Discovery Fit & Health | 323 TWC SportsChannel |
| 181 BET | 326 Overflow Sports/Special Events |
| 182 Centric | 327 Overflow Sports/Special Events |
| 184 TV One | 328 OTB |

| CHANNEL NAME | CHANNEL NAME |
|---------------------------------------|------------------------|
| 330 TWC SportsNet | 402 MAV TV |
| 370 ESPNU | 403 Velocity HD |
| 371 ESPN Golf Line / Buzzer Beater | 405 Golf Channel |
| 372 Fox College Sports - Atlantic | 406 Tennis Channel |
| 373 Fox College Sports - Central | 407 Universal Sports |
| 374 Fox College Sports - Pacific | 408 Outdoor Channel |
| 375 Pac-12 National | 409 Sportsman Channel |
| 382 Big Ten Network | 416 GoTV |
| 398 Sports Pass Alternate Programming | 417 beIN SPORT |
| 399 Sports Pass Alternate Programming | 419 Fox Soccer Plus |
| 400 Fox Sports 1 | 440 ESPN Deportes |
| 401 Fox Sports 2 | 441 TWC Deportes |
| 402 MAV TV | 442 Fox Deportes |
| 403 Velocity HD | 443 beIN SPORT Espanol |

INSPIRATION

| |
|--------------------|
| 460 EWTN |
| 461 INSP |
| 463 Daystar |
| 464 TBN |
| 469 Jewish Life TV |

SHOPPING

| |
|-------------------------------|
| 480 QVC |
| 481 QVC Plus |
| 482 Shop Zeal 1 |
| 483 HSN |
| 485 Shop Zeal 3 - Lifestyle |
| 486 Shop Zeal 4 - Lifestyle |
| 487 ShopNBC |
| 488 Shop Zeal 5 - News & Info |
| 489 Shop Zeal 2 - Inspiration |
| 490 Gem Shopping Network |
| 491 American Auctions |
| 492 TWTVM-IP |
| 493 OnTV4U |
| 499 Jewelry Television |

MOVIES

| |
|-----------------------------------|
| 500 Movies On Demand |
| 501 Movies On Demand Top Titles 1 |
| 502 Movies On Demand Top Titles 2 |

| CHANNEL NAME | CHANNEL NAME |
|-----------------------------------|--------------|
| 503 Movies On Demand Top Titles 3 | |
| 504 Movies On Demand Top Titles 4 | |
| 505 Movies On Demand Top Titles 5 | |
| 506 Movies On Demand Hits | |
| 507 Movies On Demand Kids & Teens | |
| 508 Free Movies On Demand | |
| 509 Movie Trailers On Demand | |

PREMIUMS

| |
|-------------------------------|
| 510 HBO On Demand |
| 511 HBO |
| 512 HBO 2 |
| 513 HBO Signature |
| 514 HBO Family |
| 515 HBO Comedy |
| 516 HBO Zone |
| 517 HBO Latino |
| 518 HBO West |
| 519 HBO 2 West |
| 520 HBO Signature West |
| 521 HBO Family West |
| 522 HBO Comedy West |
| 523 HBO Zone West |
| 524 HBO Latino West |
| 530 Cinemax On Demand |
| 531 Cinemax |
| 532 MoreMax |
| 533 ActionMax |
| 534 ThrillerMax |
| 535 OuterMax |
| 536 iMax Latino |
| 537 5 StarMax |
| 538 MovieMax |
| 539 Cinemax West |
| 540 MoreMax West |
| 541 ActionMax West |
| 542 ThrillerMax West |
| 550 Showtime On Demand |
| 551 Showtime |
| 552 Showtime Too |
| 553 Showtime Showcase |
| 554 Showtime Extreme |
| 555 Showtime Beyond |
| 556 Showtime Next |
| 557 Showtime Women |
| 558 Showtime Family Zone |
| 559 Showtime West |
| 560 Showtime Too West |
| 561 Showtime Showcase West |
| 562 Showtime Extreme West |
| 563 Showtime Beyond West |
| 564 Showtime Next West |
| 565 Showtime Women West |
| 566 Showtime Family Zone West |
| 570 TMC On Demand |
| 571 TMC |
| 572 TMC Xtra |
| 573 TMC West |
| 574 TMC Xtra West |
| 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 |
| 591 Starz Cinema West |

MOVIE CHANNELS

| |
|------------------------------|
| 600 TWC Movie Pass On Demand |
| 602 Encore |
| 603 Encore Action |
| 604 Encore Drama |
| 605 Encore Love |
| 606 Encore Suspense |
| 607 Encore Westerns |
| 608 Encore Family |
| 609 Encore West |
| 623 Flick |
| 625 Sundance |
| 627 IFC |
| 629 Hallmark Movie Channel |
| 630 LMN |
| 631 TCM |
| 632 FX Movies |
| 633 MGM HD |
| 634 Universal HD |
| 635 FEARnet |

PAY-PER-VIEW EVENTS

| |
|------------------------------|
| 650 Pay-Per-View Previews |
| 651 HD Pay-Per-View Events 1 |
| 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

| |
|---------------------------|
| 700-722 MLB Extra Innings |
| 725-743 NBA League Pass |
| 750-772 NHL Center Ice |
| 775-783 MLS Direct Kick |
| 787-792 ESPN Full Court |
| 794-799 ESPN GamePlan |

LATINO

| |
|------------------------------|
| 800 Lo Mejor On Demand |
| 801 Univision |
| 803 Telemundo |
| 804 UniMas |
| 827 Galavisión |
| 834 CNN en Espanol |
| 898 mun2 |
| 920 Boomerang Espanol |
| 926 La Familia |
| 930 Discovery en Espanol |
| 932 History en Espanol |
| 945 EWTN Espanol |
| 950 ESPN Deportes |
| 951 TWC Deportes |
| 953 FOX Deportes |
| 958 beIN SPORT Espanol |
| 960 GoTV |
| 970 Espanol Movies On Demand |

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 |

| CHANNEL NAME | | CHANNEL NAME | |
|--------------------------|------------------------------|------------------------|----------------------------|
| ON DEMAND (cont.) | | | |
| 1006 | Music Choice On Demand | 1596 | Polskie Radio3 |
| 1007 | Lifestyle On Demand | 1610 | RTN |
| 1008 | Nature & Knowledge On Demand | 1612 | CIP |
| 1009 | Sports & Fitness On Demand | 1613 | RTVI |
| 1010 | TWC Sports Pass On Demand | 1621 | TV 1000 Russian Kino |
| 1011 | Pro Sports On Demand | 1632 | Art Cable |
| 1019 | Smithsonian HD On Demand | | |
| 1020 | Local On Demand | ADULT | |
| 1025 | Find It On Demand | 1900 | Adult On Demand |
| 1026 | Travel On Demand | 1801 | Hustler TV On Demand |
| 1027 | Be Healthy On Demand | 1902 | Hustler TV HD |
| 1028 | Automotive On Demand | 1803 | Hustler TV |
| | | 1804 | Penthouse On Demand |
| | | 1805 | Penthouse |
| | | 1806 | REAL On Demand |
| | | 1807 | REAL |
| | | 1808 | TEN On Demand |
| | | 1809 | TEN |
| | | 1810 | Playboy On Demand |
| | | 1811 | Playboy |
| | | 1812 | Playboy en Espanol |
| | | 1825 | HIS On Demand |
| | | 1827 | Manhandle On Demand |
| | | 1828 | Manhandle |
| | | 1832 | REAL PPV |
| | | 1833 | Penthouse PPV |
| | | 1834 | TEN PPV |
| | | 1845 | Howard TV On Demand |
| | | 1846 | Too Much For TV On Demand |
| | | 1847 | Outrageous On Demand |
| | | 1848 | Here TV On Demand |
| | | 1849 | Here! |
| | | RADIO | |
| | | 1900 | Music Choice On Demand |
| | | 1901-1946 | Music Choice Channels 1-46 |
| | | TWC INFORMATION | |
| | | 1998 | OnTWC |
| | | 1999 | TWC How To On Demand |
| LOCAL PROGRAMMING | | | |
| 1200 | WTEN (ABC) | | |
| 1203 | WNYT (NBC) | | |
| 1206 | WXXA (FOX) | | |
| 1209 | WRGB (CBS) | | |
| 1212 | WCWN (CW) | | |
| 1215 | WNYA (My Network) | | |
| 1218 | WYPX (ION) | | |
| 1221 | WMHT (PBS) | | |
| 1230 | WRNN (IND) | | |
| 1231 | WFNY (IND) | | |
| 1240 | WTEN D2 Weather | | |
| 1241 | WTEN D3 Live Well | | |
| 1245 | WNYT D2 MeTV | | |
| 1250 | WXXA D2 The Country Network | | |
| 1255 | WRGB D2 This TV | | |
| 1275 | WMHT D2 Create | | |
| 1276 | WMHT D3 World | | |
| 1301 | Public Access | | |
| 1303 | Government Access | | |
| INTERNATIONAL | | | |
| 1400 | CTI Zhong Tian Channel | | |
| 1401 | CCTV4 | | |
| 1403 | Phoenix North America | | |
| 1404 | Phoenix InfoNews | | |
| 1450 | TFC | | |
| 1451 | Filipino On Demand | | |
| 1452 | GMA PinoyTV | | |
| 1453 | GMA LifeTV | | |
| 1456 | DZBB Super Radyo | | |
| 1457 | DWLS Super Radyo | | |
| 1500 | TV Japan | | |
| 1515 | SBTN | | |
| 1531 | Bollywood On Demand | | |
| 1533 | Zee TV | | |
| 1541 | Set Asia | | |
| 1542 | TV Asia | | |
| 1550 | Star India Gold | | |
| 1551 | Star India News | | |
| 1552 | Life OK | | |
| 1553 | Star India Plus | | |
| 1575 | TV 5 Monde | | |
| 1581 | RAI Italia | | |
| 1586 | DW Amerika | | |
| 1592 | TV Polonia | | |
| 1595 | Polskie Radiol | | |

To receive all services, Digital Cable remote and lease of a Digital set-top box are required. Some channels and services are not available to CableCARD™ customers. Not all services support all services. Subject to change without notice. Some restrictions apply. Standard Cable TV. iPad or iPhone with iOS 5.0 and/or Android 2.3.4.0 or higher required for video playback, and Wi-Fi connection to 15Mbps internet connection or a Time Warner Cable provided wireless modem required. Some functions require compatible set-top box or DVR. Programming is subject to availability in your area and the video package to which you subscribe. All services may not be available in all areas. ©2013 Time Warner Cable Entertainment, LLC. All Rights Reserved. Time Warner Cable and the eyes/cable logo are trademarks of Time Warner Inc. Used under license.

3 more ways to Enjoy TV Better.

1 FIND YOUR FAVORITES FASTER.

We'll automatically bring you the best-quality picture possible on any channel you choose. No more searching for HD or SD channels.

Use the **▲** button on your remote to browse channels by category. For example, search by Sports or Kids to click through the channels under each topic or genre.

Use the **B** button on your remote to search for shows. Our user-friendly navigation helps you find specific channels or shows.

Press **GUIDE** on your remote to enter the Guide menu. Press **SEARCH** again to filter channels by On Demand and Favorites.

2 MAKE ANY ROOM A TV ROOM.



Go to twc.com/twctv to download the app.



Start watching any show, in any room, on any screen in your home. Room from room to room with your tablet or smartphone without missing a minute. You can also search TV listings as well as record shows with DVR Manager.

COMPATIBLE WITH:

3 HOW YOUR MOBILE DEVICE WORKS AS YOUR REMOTE.

With the TWC TV™ app, your tablet and smartphone work as a remote control for your big screen. View the program guide, change channels, even set your DVR—and enjoy more of what you love.



CHANNEL LINEUP
AMSTERDAM,
GLOVERSVILLE

SIMPLER.
SMARTER.
BETTER.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of (e) November 19, 2013 between the Village of Broadlabin (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated May 20, 2003 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 VILLAGE OF BROADLABIN/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 VILLAGE OF BROADLABIN. Such area shall include all areas annexed by the VILLAGE OF BROADLABIN. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means **Time Warner Cable Northeast LLC** or any successor thereto.
- 2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 "NYSPC" means the New York Public Service Commission or any successor agency.
- 2.11 "PEG Access Channel" or "PEG Channel" means video Channel which Grantee must make available without charge for Public, Educational or Governmental non-commercial use for the transmission of video programming consistent with NYSPC regulations.
- 2.12 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.13 "Public Property" means any real property owned by any governmental unit.
- 2.14 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.15 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.16 "Standard Drop" means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

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

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

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

If to Grantor: Village of Broadlabin
PO Box 6
Broadlabin, NY 12025
Attention: Mayor
Telephone: 518-883-3139

If to Grantee: Time Warner Cable
120 Plaza Drive, Suite B
Vestal, NY 13850
Attention: Government Relations
Telephone: 607-644-0025

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

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

3.8 Franchise Non-Exclusive.

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

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

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

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

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

SECTION 10. INDEMNITY AND INSURANCE

10.1 Indemnity

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

10.2 Liability Insurance.

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

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

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

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

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED

13.1 Discriminatory Practices Prohibited.

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

SECTION 14. MISCELLANEOUS PROVISIONS

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

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of November 19, 2013. (2)

GRANTOR OF VILLAGE OF BROADALBIN

Time Warner Cable Northeast LLC

By: Eugene R. Christopher
Eugene R. Christopher

By: Mark Fitzpatrick
Mark Fitzpatrick

Title: Mayor

Title: SVP & CFO, Residential Services

Resolution dated: November 19, 2013

Trustee Mario Cristaldi offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING CABLE TELEVISION FRANCHISE AGREEMENT WITH TIME WARNER CABLE NORTHEAST LLC

WHEREAS, an application has been duly made to the Board of the Village of Broadalbin, County of Fulton, New York, by Time Warner Cable Northeast LLC ("Time Warner Cable"), d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of the State of Delaware doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850 for the approval of an initial agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission; and

WHEREAS 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; and

WHEREAS a public hearing was held in the Village of Broadalbin, New York on November 19, 2013, at 7:00P.M. and notice of the hearing was published in *The Recorder* on November 8, 2013;

NOW THEREFORE, BE IT RESOLVED that the Board of the Village of Broadalbin finds that:

1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

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

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

Motion was seconded by Trustee Thomas Folts and carried by the following vote:

| | |
|------------------------------|-------------|
| Mayor, Eugene R. Christopher | VOTING: Yes |
| Trustee, Lawrence C. Cornell | VOTING: Yes |
| Trustee, L. Eric Jones | VOTING: Yes |
| Trustee, Thomas Folts | VOTING: Yes |
| Trustee, Mario J. Cristaldi | VOTING: Yes |

I, Sheila P. Bleyl, Village Clerk-Treasurer, Village of Broadalbin, Fulton County, New York, do hereby certify that the above is a true and correct copy of a Resolution adopted by the Board of Trustees of the Village of Broadalbin at a meeting held on November 19, 2013.

Dated: November 20, 2013



Sheila P. Bleyl, Clerk-Treasurer

AFFIDAVIT OF PUBLICATION

State of New York)
Montgomery County) ss.:

Audie J. DiCaprio, being duly sworn states that she resides in the Town of Amsterdam, County of Montgomery, and that she is an employee of Port Jackson Media LLC, publisher of The Recorder, a daily newspaper published in the City of Amsterdam, NY and that the notice, a printed copy of which is hereto attached, was printed in The Recorder on the following dates:

11.7.13

Audie J. DiCaprio

Signed: _____
Subscribed and sworn to before me this 8 day of Nov, 2013

William J. Przezicki

Notary Public
State of New York, County of Montgomery Commission expires _____

WILLIAM J. PRZEZICKI
Notary Public, State of New York
Residing in Montgomery County
Reg. No. #01666179378
Commission Expires Dec. 24, 2015

LEGALS

LEGAL NOTICE

PLEASE TAKE NOTICE that the Village of Broadalbin will hold a Public Hearing on Tuesday, November 19, 2013, at 7:00pm at the Village Municipal Building, 16 West Main Street, Broadalbin, NY, regarding granting a cable television franchise agreement by and between the Village of Broadalbin and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's office, 16 W. Main Street, Broadalbin, 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.

November 4, 2013
Sheila P. Bleyl
Village Clerk-Treasurer
NOV-17, 11/7

AFFIDAVIT OF PUBLICATION

State of New York

Montgomery County

)
) ss.:
)

Audie J. DiCaprio, being duly sworn states that she resides in the Town of Amsterdam, County of Montgomery, and that she is an employee of Port Jackson Media LLC, publisher of The Recorder, a daily newspaper published in the City of Amsterdam, NY and that the notice, a printed copy of which is hereto attached, was printed in The Recorder on the following dates: 12-7-13

Signed:

Audie DiCaprio

Subscribed and sworn to before me this 9 day of DEC, 2013

William J. Brzezicki
Notary Public

State of New York, County of Montgomery Commission expires _____

WILLIAM J. BRZEZICKI
Notary Public, State of New York
Residing in Montgomery County
Reg. No. #01BR6179378
Commission Expires Dec. 24, 2015

LEGALS

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL

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

The application and all comments filed relative thereto are available for public inspection at the Village of Broadlabin's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the Notice. Comments should be addressed to Hon. Jeffrey Cohen, Acting Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.
DEC-10, 12/7