

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

Name:	<u>Chris Mueller</u>
Your Company/Organization:	<u>Time Warner Cable</u>
Mailing Address:	<u>71 Mt. Hope Avenue, Rochester, NY</u> <u>14620</u>
Company/Organization you represent, if different from above:	_____
E-Mail Address:	<u>chris.mueller@twcable.com</u>

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

Check the box(es) in A or B, below:

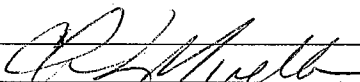
A.

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

☒ I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

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

Signature: 	Date: <u>03/12/2012</u>
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March 12, 2012

Ms. Jaclyn Brillling, Secretary
NYS Public Service Commission
Three Empire State Plaza, 19th Floor
Albany, NY 12223

Re: Application for the Order Approving
Renewal for the Village of Pittsford

VIA E-MAIL

Dear Ms. Brillling:

Pursuant to Section 822 of Executive Law, Time Warner Entertainment-Advance/Newhouse Partnership, herewith submits its application for an Order Approving Renewal in the above referenced matter. As required by Part 891 of the Rules and Regulations of the New York State Public Service Commission, enclosed please find the following:

1. A copy of the Application for Renewal.
2. A copy of Time Warner Cable's legal notice and Affidavit of Publication.
3. A copy of the Municipal legal notice and Affidavit of Publication.
4. A copy of the Municipal resolution.
5. A fully executed Franchise Agreement between the Company and the Municipality.

As always, should you or your staff have any questions regarding the foregoing, please feel free to contact me 585-756-1326.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris L. Mueller".

Chris L. Mueller
Director of Government Relations

Enclosures

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE PARTNERSHIP** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF PITTSFORD**, County of Monroe, New York.

1. The exact legal name of the applicant is **Time Warner Entertainment - Advance/Newhouse Partnership.**
2. The applicant does business under the name **Time Warner Cable through its WNY Division.**
3. Applicant's telephone number is:

**Time Warner Cable
71 Mt. Hope Avenue
Rochester, NY 14620
(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 subscribers in each of the communities as of December, 2011 are:
(see attached)
6. The following signals are regularly carried by the Rochester cable system: **(see attached channel card)**
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past 12 months YNN, Time Warner Cable's local news channel, provides 24 continuous hours of local news, weather and sports coverage seven days a week. The channel also features world news, call-in shows, talk shows featuring interviews with area experts and leaders. Coverage of local sporting events can be seen on Time Warner Cable's TWCSportsNet channel. Also, the majority of programming has closed caption capability.
8. The current monthly rates for service in the Village of Pittsford 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:

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.


(B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

WHEREFORE, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Village of Pittsford Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 3/12/12

By: _____


Chris Mueller
Director, Government Relations
Time Warner Cable

Municipality

Video Subs

Village of Pittsford

459

Channel Line Up

ROCHESTER

BASIC

- 2.....QVC
- 3.....WGN (Chicago)
- 4.....Educational Access
- 7.....WUHF (Ch 31) FOX
- 8.....WROC (Ch 8) CBS
- 9.....YNN Rochester
- 10.....WHEC (Ch 10) NBC
- 11.....WXXI (Ch 21) PBS
- 12.....Local Access
- 13.....WHAM (Ch 13) ABC
- 15.....Community Access
- 16.....CW-WHAM
- 17.....RFIT
- 18.....WBGH (18) MyNetworkTV

STANDARD

- 20.....CNN
- 21.....Headline News
- 22.....CNBC
- 23.....The Weather Channel
- 24.....ESPN
- 25.....ESPN2
- 26.....TWC SportsNet
- 27.....Spike TV
- 28.....MTV
- 29.....VH1
- 30.....Nickelodeon
- 31.....ABC Family Channel
- 32.....USA Network
- 33.....TNT
- 34.....American Movie Classics
- 35.....Lifetime
- 36.....Discovery Channel
- 37.....A&E
- 38.....Comedy Central
- 39.....E! Entertainment
- 40.....Hallmark
- 41.....BET
- 42.....Univision
- 43.....EWTN
- 44.....C-SPAN
- 45.....Food Network
- 46.....Sports Net NY
- 47.....YES Network (Yankees)
- 48.....MSNBC
- 49.....TBS
- 50.....Trinity Broadcasting
- 51.....MSG
- 52.....The Learning Channel
- 53.....MSG Plus
- 54.....Bravo
- 56.....HGTV
- 57.....FOX News Channel
- 58.....Cartoon Network
- 59.....SyFy

- 60.....Turner Classic Movies
- 61.....The Disney Channel
- 62.....Country Music TV
- 63.....History Channel
- 64.....TV Land
- 65.....ION Life
- 66.....The Golf Channel
- 67.....FX
- 68.....Animal Planet
- 69.....NBC Sports Network
- 70.....C-SPAN2¹
- 75.....Oxygen¹
- 76.....truTV¹
- 78.....Travel Channel¹
- 86.....Shop NBC¹
- 99.....Home Shopping Network
- 267.....Shop Zeal¹
- 293.....Shop Zeal²
- 294.....Shop Zeal³
- 295.....Shop Zeal⁴
- 296.....Shop Zeal⁵
- 530.....WUHF TheCoolTV²

DIGITAL BASIC

- 1.....On TWC²
- 83.....NY Legislative Channel
- 98.....Leased Access/Wize Buys
- 101.....CNN
- 102.....Headline News
- 103.....The Weather Channel
- 105.....CNN International
- 106.....Bloomberg Television
- 107.....CNBC
- 109.....YNN Rochester²
- 110.....WHEC MeTV
- 113.....MSNBC
- 114.....Current TV
- 115.....FOX News Channel
- 116.....C-SPAN
- 117.....C-SPAN2¹
- 118.....C-SPAN3
- 119.....FOX Business Network
- 122.....NY1
- 126.....CNBC World
- 193.....Jewelry Television
- 194.....RT TV Russia Today²
- 201.....ESPN
- 202.....ESPN2
- 203.....ESPNEWS
- 205.....YES
- 206.....MSG
- 208.....The Golf Channel
- 210.....Speed Channel¹
- 211.....MSG Plus
- 212.....FOX Soccer
- 213.....Sports Net NY

- 215.....TWC SportsNet
- 216.....ESPNU
- 231.....NBA TV
- 238.....MLB Network
- 301.....CW-WHAM²
- 303.....USA Network
- 305.....TNT
- 307.....TBS
- 309.....FX
- 311.....Turner Classic Movies
- 312.....American Movie Classics
- 313.....Reelz Channel
- 318.....Independent Film Channel
- 319.....Sundance
- 323.....A&E
- 326.....BBC America
- 329.....Bravo
- 331.....Cloo
- 333.....E! Entertainment
- 336.....truTV¹
- 340.....Comedy Central
- 341.....TV ONE
- 343.....Chiller Channel
- 345.....SyFy Channel
- 347.....TV Land
- 349.....ION Life
- 351.....Hallmark Channel
- 353.....RetroPlex
- 354.....IndiePlex
- 401.....NBC Sports Network
- 403.....Outdoor Channel
- 405.....Spike TV
- 406.....G4
- 407.....Lifetime
- 408.....Lifetime Real Women
- 410.....Lifetime Movie Network
- 413.....Oxygen¹
- 416.....SOAPnet
- 418.....Travel Channel¹
- 421.....Food Network
- 423.....Style
- 425.....The Cooking Channel
- 428.....HGTV
- 432.....DIY
- 433.....WXXI - CREATE²
- 434.....Planet Green
- 436.....OWN
- 438.....LOGO
- 442.....Home Shopping Network
- 443.....ShopNBC¹
- 445.....Jewish Life TV
- 446.....EWTN
- 447.....Inspiration Network
- 448.....Trinity Broadcasting
- 449.....Daystar Television Network
- 450.....Univision

- 452.....BET
- 453.....Nat Geo Wild
- 456.....Discovery Fit & Health
- 502.....National Geographic
- 503.....Biography
- 504.....History Channel
- 505.....H2
- 506.....Animal Planet
- 508.....The Learning Channel
- 510.....Discovery Channel
- 512.....Investigation Discovery
- 513.....Military Channel
- 514.....SCIENCE
- 515.....The Hub
- 517.....Nick Toons
- 518.....Nickelodeon
- 519.....Nick Jr.
- 521.....Cartoon Network
- 524.....PBS WXXI World²
- 525.....ABC Family Channel
- 527.....The Disney Channel
- 528.....The Disney Channel 2
- 529.....Disney XD
- 532.....Teen Nick
- 534.....Boomerang
- 601.....MTV
- 602.....MTV2
- 603.....MTV Hits
- 605.....VH1
- 606.....VH1 Classic
- 610.....Centric
- 612.....Country Music TV
- 613.....Great American Country
- 614.....Gospel Music Channel
- 650-694.....Music Choice
- 900.....Reelz Channel

TWC SPORTS PASS

- 204.....ESPN Classic Sports
- 220.....GOL TV
- 221.....Sportsman Channel
- 225.....FOX Sports Net Atlantic
- 226.....FOX Sports Net Central
- 227.....FOX Sports Net Pacific
- 228.....Fuel
- 229.....FOX Soccer Plus
- 230.....Tennis Channel
- 232.....CBS College Sports
- 233.....NHL Network
- 240.....BTN
- 241.....TWC Sports Pass OD
- 403.....Outdoor Channel
- 1027.....CBS College Sports HD
- 1042.....The Outdoor Channel HD
- 1044.....NHL HD
- 1059.....Tennis HD

- 1077.....BTN HD
- 1083.....FOX Soccer Plus HD
- 1190.....GOL TV HD
- 1217.....FOX Deportes
- 1540.....ESPN Goal Line HD

TWC MOVIE PASS

- 317.....FOX Movie Channel
- 531.....Disney Family Movies OD
- 960.....Encore Westerns
- 961.....Encore Love
- 962.....Encore Suspense
- 963.....Encore Action
- 964.....Encore Drama
- 965.....Encore Family
- 966.....Encore West
- 967.....Encore
- 968.....TWC Movie Pass OD
- 969.....FEAR net
- 1148.....Encore HD
- 1150.....FEAR net HD

TWC 3D PASS

- 1505.....ESPN 3D

SUBSCRIPTION ON DEMAND

- 526.....The Disney Channel⁵
- 531.....Disney Family Movies⁵
- 740.....HBO⁴
- 741.....Cinemax⁴
- 742.....Showtime⁴
- 743.....TMC⁴
- 745.....Starz⁴
- 901.....HBO⁴
- 915.....Cinemax⁴
- 930.....Showtime⁴
- 945.....TMC⁴
- 949.....Starz⁴
- 1630.....Too Much For TV
- 1631.....Outrageous
- 1632.....Howard Stern⁵

MOVIES/SHOWS ON DEMAND³

- 800.....Movies
- 804.....Movies Hits
- 805.....Movies Kids & Teens
- 811.....Espanol
- 829.....Movies
- 841.....Movies
- 870.....Adult
- 880.....Adult
- 1631.....Outrageous

DIGITAL PAY PER VIEW³

- 831.....Pay-Per-View
- 832.....Pay-Per-View
- 842.....PPV HD
- 1000.....Pay-Per-View HD

DIGITAL PREMIUM CHANNELS

- 902.....HBO⁵
- 903.....HBO 2⁵
- 904.....HBO Signature⁵
- 905.....HBO Family⁵
- 906.....HBO Comedy⁵
- 907.....HBO Zone⁵
- 910.....HBO Latino⁵
- 911.....HBO West⁵
- 916.....Cinemax⁵
- 917.....MoreMAX⁵
- 918.....Action MAX⁵
- 919.....Thriller MAX⁵
- 920.....WMAX⁵
- 921.....@MAX⁵
- 922.....5-StarMAX⁵
- 923.....OuterMAX⁵
- 924.....Cinemax West⁵
- 931.....Showtime⁵
- 932.....Showtime Too⁵
- 933.....Showtime Showcase⁵
- 934.....Showtime Extreme⁵
- 935.....Showtime Beyond⁵
- 937.....Showtime Next⁵
- 938.....Showtime Family Zone⁵
- 939.....Showtime Women⁵
- 940.....Showtime West⁵
- 946.....The Movie Channel⁵
- 947.....TMC Xtra⁵
- 948.....Flux⁵
- 950.....Starz⁵
- 951.....Starz Edge⁵
- 952.....Starz in Black⁵
- 953.....Starz Kids & Family⁵
- 954.....Starz Cinema⁵
- 955.....Starz Comedy⁵
- 1060.....HBO HD⁴
- 1061.....Showtime HD⁴
- 1062.....Starz HD⁴
- 1064.....Cinemax HD⁴
- 1100.....HBO HD⁴
- 1101.....HBO 2 HD⁴
- 1102.....HBO Signature HD⁴
- 1103.....HBO Family HD⁴
- 1104.....HBO Comedy HD⁴
- 1105.....HBO Zone HD⁴
- 1106.....HBO Latino HD⁴
- 1110.....Cinemax HD⁴
- 1111.....More MAX HD⁴
- 1112.....Action MAX HD⁴

Channel Line Up

1113Thriller MAX HD⁴
 1114WMAX HD⁴
 1115@ MAX HD⁴
 11165 Star MAX HD⁴
 1117Outer MAX HD⁴
 1120Showtime HD⁴
 1121Showtime TOO HD⁴
 1122Showtime Showcase HD⁴
 1123Showtime Extreme HD⁴
 1124Showtime Beyond HD⁴
 1125Showtime Next HD⁴
 1126Showtime Women HD⁴
 1130TMC HD⁴
 1131TMC Xtra HD⁴
 1135Starz HD⁴
 1136Starz Edge HD⁴
 1138Starz Kids & Family HD⁴
 1140Starz Comedy HD⁴
 1201HBO Latino⁵

FREE HD/BASIC²

1007WUHF HD (FOX)
 1008WROC HD (CBS)
 1009YNN Rochester HD
 1010WHEC HD (NBC)
 1011WXXI HD (PBS)
 1013WHAM HD (ABC)
 1016CW-WHAM HD

FREE HD/STANDARD

1012Lifetime Movie Network HD
 1015Palladia HD
 1018Disney Channel HD
 1019Disney XD HD

1020CNN HD
 1021FOX News Channel HD
 1022FOX Business Network HD
 1023The Learning Channel HD
 1024SCIENCE HD
 1025Hallmark Movie Channel HD
 1026TWCSN HD
 1028NBA TV HD
 1029Weather Channel HD
 1030Velocity HD
 1031ABC Family HD
 1032Cartoon HD
 1033TNT HD
 1034Turner Classic Movies HD
 1035Crime & Investigation HD
 1036Discovery HD
 1037A&E HD
 1038Biography HD
 1039ESPN U HD
 1040Travel Channel HD
 1041ESPN News HD
 1042The Outdoor Channel HD
 1043MSG HD
 1045Food Network HD
 1046SportsNet NY HD
 1047YES HD
 1048NBC Sports Network HD
 1049TBS HD
 1050Headline News HD
 1052ESPN HD
 1053ESPN 2 HD
 1055Nat Geographic HD
 1056HGTV HD
 1057Planet Green HD
 1058Golf HD
 1063History Channel HD
 1065Speed HD¹
 1066E! HD
 1067FX HD
 1068Animal Planet HD
 1070MLB Network HD
 1071USA HD
 1072SyFy HD
 1073CNBC HD
 1074MSNBC HD
 1075Bravo HD
 1078AMC HD
 1079IFC HD
 1082QVC HD
 1087G4 HD
 1088Investigation Discovery HD
 1089The Hub HD
 1090EWTN HD
 1092Time Warner Cable HD
 1093MSG Plus HD
 1154Nickelodeon HD
 1155Style HD
 1156Hallmark HD
 1157The Cooking Channel HD
 1158DIY Network HD
 1165MTV HD
 1166Comedy Central HD
 1167CMT HD
 1168VH1 HD
 1172Lifetime HD
 1173Oxygen HD¹
 1174truTV HD
 1175BBC America HD
 1176Nat Geo Wild HD
 1177Spike TV HD
 1178H2 HD
 1181Gospel Music Channel HD
 1182Bloomberg HD
 1183Sundance HD
 1184Reelz HD
 1185FOX Soccer HD
 1186BET HD
 1187HSN HD
 13323D Events Info
 13333D Events 1
 13343D Events 2

TWC HD PASS

1054Universal HD
 1069MGM HD
 1084Smithsonian HD OD
 1085Smithsonian HD
 1086RFD HD

DIGITAL ESPANOL TIER

1201HBO Latino⁵
 1202EWTN Español
 1203CNN Español
 1204Discovery Español
 1205La Familia
 1207Canal 24 Horas
 1208TVE
 1209CineLatino
 1210Ultisima
 1211HTV
 1212Infinito
 1213Video Rola
 1214Mun2
 1216Playboy Español
 1217FOX Deportes
 1218Galavisión
 1219ESPN Deportes
 1220Lo Mejor On Demand

FREE ON DEMAND

104History & Nature
 108YNN
 111Rochester
 209Sports & Fitness
 214TWC SportsNet
 430Lifestyle
 523Kids
 707Nature & Knowledge
 709Lifestyle
 710Cutting Edge
 712Time Warner SportsNet
 715PBS Kids
 716Rochester
 717Sports & Fitness
 728YNN
 731MC
 732Music
 733Entertainment
 735Primetime
 736Lo Mejor
 801iCONTROL Previews
 810Free Movies
 830iNDEMAND Previews
 1220Lo Mejor
 1276Automotive TV
 1278Find It
 1280Movie Trailers
 1281My Life
 1282Travel
 1284TWCable How To

FAMILY TIER

1301C-SPAN2¹
 1302C-SPAN3
 1303Headline News
 1304The Hub
 1305SCIENCE Channel
 1306Boomerang
 1307Disney
 1308Disney XD
 1309Discovery Fit & Health
 1310HGTV
 1311La Familia
 1312Nick Jr
 1313The Weather Channel
 1314DIY
 1315Food Network

ADULT

1600Adult OD³
 1610Playboy⁴
 1611Playboy OD⁵
 1612Playboy Espanol⁴
 1613Penthouse OD⁴
 1614Penthouse⁵
 1615TEN OD⁴
 1616TEN⁵
 1617Real OD⁴
 1618Real⁵
 1620Spice Xcess PPV³
 1623Penthouse⁵
 1624TEN PPV³
 1625Real PPV³
 1635Here! TV⁴
 1636Here! TV OD⁵
 1637Manhandle TV OD⁴
 1638Manhandle TV⁵

SPORTS PACKAGES⁵

1401-1414 .NHL Center Ice/MLB Xtra Innings
 1420-1429 .NBA League Pass/MLS Direct Kick
 1451-1456 .ESPN Sports PPV
 1560-1568 .Game HD NHL/MLB
 1570-1578 .Team HD NBA/MLS

INTERNATIONAL CHANNELS PACKAGES

Filipino Pass Plus

1222GMA Pinoy
 1223GMA Life
 1224DWLS
 1225DZBB
 1226TFC

Hindi Passport

1228ZEE TV
 1229SET Asia
 1230TV Asia

Russian Passport

1233Channel One Russia
 1234RTVi
 1235RTN
 1236TV 1000 Russian Kino

Mandarin Passport

1250CCTV-4
 1251CTI Zhong Tian Channel
 1252Phoenix
 1253Phoenix NA Chinese Channel

ALA CARTE

1240Rai Italia
 1241TV5MONDE
 1242ART
 1243SBTN
 1244TV JAPAN
 1245DW Amerika
 1260TV Polonia
 1261Polskie Radio 1
 1262Polskie Radio 3
 1270Bollywood Hits On Demand



¹ Digital Format

² Included w/ lease of Digital Box

³ Per Title Fee Applies

⁴ Free w/ Subscription to Premium

⁵ Subscription fee applies

For the most up-to-date line up,
 visit timewarnercable.com
 or call 1.800.892.4357

EFFECTIVE 2/6/2012

Digital Terminal required to receive Digital Cable, On Demand Programming, Premium Channels, and Optional Programming Tiers. Standard Service required to subscribe to Digital Cable and certain digital services. High-Definition Television and HDTV Terminal required to receive HD Channels. 3D TV, 3D glasses and HD terminal required to receive 3D programming. Not all services available with CableCARD™. Channel line up subject to change.

Service Rates

ROCHESTER

PRICES AND PACKAGES, MONTHLY

FRANCHISE NAME (See listing on back)	BASIC	STANDARD	COMBINED
Group 1	\$ 13.25	\$ 67.25	\$ 80.50
Group 2, 3, 4, 6, 8	\$ 9.50	\$ 71.00	\$ 80.50
Group 5	\$ 16.25	\$ 61.25	\$ 77.50
Group 7	\$ 12.00	\$ 68.50	\$ 80.50

DIGITAL TV & BUNDLES (includes first piece of equipment)

Digital TV	\$ 80.50
Watch N Surf	\$ 125.49
Watch N Call	\$ 119.49
Surf N Call	\$ 86.50
All The Best	\$ 160.49

ADDITIONAL DIGITAL TIERS & SERVICES

Time Warner Cable Movie Pass	\$ 5.99
Time Warner Cable Sports Pass	\$ 5.99
Time Warner Cable 3D Pass	\$ 10.00
Time Warner Cable HD Pass	\$ 4.99
Digital Espanol Tier	\$ 6.99
DVR Service Primary	\$ 12.95
DVR Service Second	\$ 12.95
Digital Service Additional	\$ 1.00
Whole House DVR	\$ 19.99

DIGITAL HOME PHONE

Digital Home Phone Unlimited	\$ 42.99
Digital Home Phone In State	\$ 29.99
Digital Home Phone Local	\$ 24.99
International One Price	\$ 19.99

BROADBAND WITH MINIMUM STANDARD CABLE SERVICE

Time Warner Cable Wideband Internet	\$ 99.99
Road Runner® Broadband Standard	\$ 47.99
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
Road Runner® Broadband Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Basic	\$ 34.99
Road Runner® Broadband Lite	\$ 25.99

(Prices include the lease of a modem)

BROADBAND WITH MINIMUM BASIC CABLE SERVICE

Time Warner Cable Wideband Internet	\$ 99.99
Road Runner® Broadband Standard	\$ 49.99
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
Road Runner® Broadband Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Basic	\$ 37.99
Road Runner® Broadband Lite	\$ 29.99

(Prices include the lease of a modem)

BROADBAND WITHOUT ANOTHER SERVICE

Time Warner Cable Wideband Internet	\$ 99.99
Road Runner® Broadband Standard	\$ 54.99
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
Road Runner® Broadband Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Basic	\$ 37.99
Road Runner® Broadband Lite	\$ 29.99

TIME WARNER CABLE MOBILE INTERNET

Without Another Service

National Elite	\$ 69.99
4G Elite	\$ 39.99

With RR Standard

National Choice	\$ 19.99
National Elite	\$ 49.99

With Digital Home Phone or Video

National Elite	\$ 59.99
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PREMIUM SERVICES

HBO The Works	\$ 14.95	herel TV	\$ 6.99
Cinemax	\$ 12.95	Too Much for TV	\$ 14.99
Showtime Unlimited	\$ 12.95	Penthouse	\$ 12.95
Starz	\$ 12.95	TEN	\$ 12.95
Howard TV On Demand	\$ 13.99	Playboy	\$ 12.95
Disney On Demand	\$ 3.99	Manhandle TV	\$ 12.95
Disney Family Movies On Demand	\$ 4.99		

INTERNATIONAL PREMIUM CHANNELS - PACKAGES

Mandarin Passport (Includes CCTV-4, CTI Zhong Tian Channel, Phoenix, Phoenix NA Chinese Channel)	\$ 19.99
Hindi Passport (Includes ZEE TV, SET Asia, TV Asia)	\$ 29.99
Filipino Pass Plus (Includes GMA Pinoy, GMA Life, DWLS, DZBB, TFC)	\$ 24.99
Russian Passport (Includes Channel One Russia, RTV, RTN, TV 1000 Russian Kino)	\$ 25.99

INTERNATIONAL PREMIUM CHANNELS - ALA CARTE

Rai Italia	\$ 9.99	TV5MONDE	\$ 9.99
ART	\$ 12.99	SBTN	\$ 14.99
TV JAPAN	\$ 24.99	DW Amerika	\$ 9.99
TV Polonia	\$ 19.99	Bollywood Hits On Demand	\$ 9.99

ADDITIONAL EQUIPMENT CHARGES

Digital Terminal	\$ 6.46 to \$ 7.99
Digital Remote	\$ 0.36 to \$ 0.50
Each Additional Digital Terminal	\$ 6.84 to \$ 7.99
Each Additional Digital Remote	\$ 0.34 to \$ 0.50
CableCARD**	\$ 2.00
CableCARD** (additional outlet each)	\$ 2.00
WiFi Home Network	\$ 5.00

INSTALLATION, TRANSACTION & EQUIPMENT CHARGES**

Installation of one product (Video, Internet or Phone)	\$ 42.50
Installation of two products (Video, Internet and/or Phone)	\$ 34.99
Installation of three products (Video, Internet and Phone)	\$ 24.99
Phone Activation Fee	\$ 19.99
Install/Activate additional Outlet (above first two)	\$ 24.99
Reconnection of Service at Pole	\$ 29.99
Installation of WiFi Home Networking (first 2 PCs)	\$ 49.99
Installation of Whole House DVR	\$ 49.99
Non Sufficient Funds Fee	\$ 20.00
Late Payment Fee	\$ 7.25
Late Payment Fee Digital Phone	1.5% of Rate
Deactivation/Reactivation Fee	\$ 2.50
Unreturned Cable Modem	\$ 30.00 - \$ 70.00
Unreturned WiFi Home Networking Modem	\$ 65.00 - \$ 95.00
Unreturned Digital Home Terminal	\$ 185.00
Unreturned DVR Terminal	\$ 330.00 - \$ 350.00
Unreturned HDTV Terminal	\$ 245.00
Unreturned HD/DVR Terminal	\$ 330.00 - \$ 350.00
Unreturned CableCARD**	\$ 55.00
Digital Home Phone Modem	\$ 65.00 - \$ 120.00
Payment Processing Fee (by phone; non automated)	\$ 5.00
Non Standard Installation	Time And Materials

FRANCHISE GROUPS

- Group 1 - Akron, Alabama, Albion (T and V), Alden (T and V), Alexander, Alexander (T), Arcadia, Attica (T and V), Aurelius, Aurora, Avon (T and V), Barre, Batavia (C and T), Bennington, Bergen (T and V), Bethany, Bloomfield, Bristol, Butler (T), Byron, Caledonia (T and V), Candice, Canandaigua (C and T), Caneadea, Carlton, Castile (T and V), Cayuga, Chili, Churchville, Clarendon, Clifton Springs, Clyde, Conesus, Corfu, Covert, Covington, Darien, East Bloomfield (T), Eagle (T), Elba (T and V), Fairport (V), Farmington, Fayette, Gaines, Gainesville, Gainesville (T), Galen, Gates, Genesee Falls, Geneseo (T and V), Geneva (C and T), Greece, Groveland, Hamlin, Hartland, Henrietta, Hilton, Honeoye Falls, Hopewell, Hume, Huron, Interlaken, Irondequoit, Java, Kendall, Ledyard, Leicester (T and V), Leroy (T and V), Lima (T and V), Livonia (T and V), Lodi (T and V), Lyndonville, Lyons (T and V), Macedon (T and V), Manchester (T and V), Marilla, Marion, Medina, Mendon, Middlebury, Middleport, Mount Morris (T and V), Naples (T and V), Neward, Newstead, Nunda (T and V), Oakfield (T and V), Ontario, Orangeville, Ovid (T and V), Palmyra (T and V), Pavilion, Pembroke (T), Perry (T and V), Portage, Red Creek, Richmond, Ridgeway, Riga, Romulus, Rose, Royalton, Rush, Savannah, Scottsville, Seneca, Seneca Falls (T and V), Shelby, Sheldon, Shortsville, Silver Springs, Sodus (T and V), Sodus Point, South Bristol, Spencerport, Springport, Stafford, Union Springs, Varick, Victor (T and V), Walworth, Warsaw (T and V), Waterloo (T and V), Webster (T and V), West Bloomfield, Wheatland, Williamson, Wolcott (T and V), Wyoming, Yates, York
- Group 2 - Brighton, City of Rochester
- Group 3 - East Rochester
- Group 4 - Brockport, Holley, Murray, Ogden, Parma, Sweden
- Group 5 - Barrington (T), Benton (T), Dresden, Gorham (T), Hammondsport (V), Italy (T), Jerusalem (T), Middlesex (T), Milo (T), Penn Yan (V), Prattsburgh (T), Pulteney (T), Rushville (V), Torrey (T), Tyrone (T), Urbana (T), Wayne (T), Wheeler (T)
- Group 6 - Clarkson
- Group 7 - Perinton, Pittsford
- Group 8 - Penfield



* Not all channels available with CableCARD**.

** Sales tax will be added to installation charges

Rates and charges apply to standard residential installation and services. Rates, offerings and packages subject to change. Franchise fee, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Other charges, restrictions or requirements may apply. Basic Service is required to receive Standard Service. Basic & Standard Service and a Digital Terminal are required to receive Digital TV Services.

Time Warner Cable leases CableCARDs for \$25.00 per month, per CableCARD, for use in customer-owned retail CableCARD-compatible devices. Our leased digital converters also include either a CableCARD or integrated security inside the device. Our lease rate for digital converters that contain a CableCARD includes a \$2.50 imputed charge for the CableCARD. From time to time we may offer bundled packages that include one or more digital converters within the base package price. If you lease a CableCARD in lieu of such a digital converter, we now offer a prospective monthly credit to reflect the difference between the standard lease rates digital converters and CableCARDs. Please contact us by filling out the form available via the following link if you believe you may be eligible for or would like more information regarding this credit: <http://www.timewarnercable.com/cablecard>.

UPDATED CHANNEL LINE UPS

Get the latest lineups online

We continually update our channel line up to provide you with a robust variety of services.

To view the current line up visit our website at:

www.timewarnercable.com/northeast

2/6/12 ROCHESTER

STATE OF NEW YORK
Monroe County

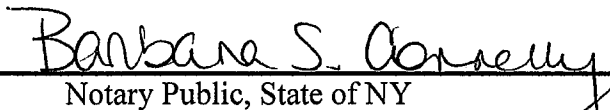
STATE OF NEW YORK
Monroe County

Leslie Smith being duly sworn, deposeth and saith that she
Is the bookkeeper for
BRIGHTON-PITTSFORD POST
A weekly newspaper
Published in the Town of Pittsford, County and State
A foresaid and that a notice of which the
Annexed is a printed copy, was published in the said
Paper at once in each week
commencing on the

1ST OF DAY OF MARCH 2012
ENDING ON
8TH OF DAY OF MARCH 2012



Foreman of the Publisher subscribed and Sworn to before me on this
9TH DAY OF MARCH 2012


Notary Public, State of NY

BARBARA S. CONNELLY
Notary Public In The State Of New York
Monroe County
Commission Expires Jan 21, 2014

LEGAL NOTICE
PLEASE TAKE
NOTICE THAT
Time Warner En-
tertainment-Ad-
vance/Newhouse
Partnership, a
New York general
partnership or-
ganized and ex-
isting under the
laws of the State
of New York d/b/a
Time Warner Ca-
ble, 71 Mt. Hope
Avenue, Roches-
ter, NY 14620,
has filed an Appli-
cation for Renew-
al of its Certificate
of Confirmation
and Cable Televi-
sion Franchise in
the Village of
Pittsford, Monroe
County, New
York with the
New York State
Public Service
Commission.
The application is
available for pub-
lic inspection at
the offices of the
New York State
Public Service
Commission and
at the office of the
Village of Pitts-
ford, Village Hall,
21 North Main
Street, Pittsford,
NY 14534 during
normal business
hours.
Any interested
persons may file
comments on the
application with
the New York
State Public Ser-
vice Commission,
Three Empire
State Plaza, Ala-
bany, NY 12223.
TIME WARNER
CABLE
ROCHESTER
DIVISION
DATED:
February 21,
2012
Ma 01
02530924
Ma 08
02530925

Legal: 02530924/25

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

Leslie Smith being duly sworn, deposeth and saith that she
Is the bookkeeper for

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19TH OF DAY OF JANUARY 2012

ENDING ON

19TH DAY OF JANUARY 2012

Leslie Smith

Foreman of the Publisher subscribed and Sworn to before me on this
20TH DAY OF JANUARY 2012

Barbara S. Connelly

Notary Public, State of NY

BARBARA S. CONNELLY

Notary Public In The State Of New York

Monroe County

Commission Expires Jan 21, 2014

LEGAL NOTICE
VILLAGE OF
PITTSFORD
NOTICE OF
PUBLIC
HEARING

Please take notice that a Public Hearing will be held before the Village of Pittsford Board of Trustees at a meeting on Tuesday, January 24, 2012 at 8:00 PM at the Village Hall, 21 North Main Street, Pittsford, NY to consider approving a renewal franchise agreement to provide cable television service between the Village of Pittsford and Time Warner Entertainment Adv. Vantage/House Partnership d/b/a Time Warner Cable. A complete copy of the proposed agreement is available for review Monday through Friday with the exception of holidays during the hours of 8:00 AM to 3:30 PM in the Village Office, 21 North Main Street, Pittsford, NY. Village of Pittsford Board of Trustees Anne Z. Hartsig Secretary January 19, 2012 Accl. # 1184 1 (cp) JA 19 02530216

Legal 02530216

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827



Village Hall ca 1855 (remodeled 1937)

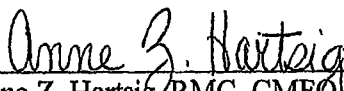
Excerpt from Proceedings of a Meeting of the Village of Pittsford Board of Trustees January 24, 2012

A motion was made by Trustee Galli, seconded by Mayor Corby to approve the Franchise Agreement to Provide Cable Television Services between the Village of Pittsford and Time Warner Entertainment Advace/Newhouse Partnership d/b/a Time Warner Cable as presented.

Vote: Corby – yes, Sherwood – yes, Pierson – yes, Galli – yes, Boehlert – yes. **Motion carried.**

Certification

I, Anne Z. Hartsig, the duly qualified and acting Clerk of the Village of Pittsford, New York, do hereby certify that the motion as written above, was adopted at the Pittsford Village Board of Trustees Meeting held on January 24, 2012 and is on file and of record, and that said motion has not been altered, amended or revoked and is in full force and effect.



Anne Z. Hartsig, RMC, CMFO
Village Clerk
Village of Pittsford, New York

Date: 1/27/12

Phone 585-586-4332 • Fax 585-586-4597 • E-mail pittsfordvillage@frontiernet.net

www.villageofpittsford.org • 21 North Main Street • Pittsford, New York 14534

Pittsford, V

FRANCHISE AGREEMENT TO PROVIDE CABLE TELEVISION SERVICES

Between

VILLAGE OF PITTSFORD

AND

**TIME WARNER ENTERTAINMENT ADVANCE/NEWHOUSE PARTNERSHIP
d/b/a Time Warner Cable**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of 01/24, 2012 between the Village of Pittsford (the "Grantor") and Time Warner Entertainment Advance/Newhouse Partnership 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 (date) 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 Pittsford/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 — Franchise Term, 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 Pittsford. Such area shall include all areas annexed by the Village of Pittsford. 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 NY Cable LLC d/b/a Time Warner Cable or any successor thereto.
- 2.9 "Gross Revenues" means all revenue as determined in accordance with GAAP, without deduction, received by Grantee directly or indirectly from the provision of cable television service within the Village of Pittsford. Gross Revenues includes all eligible subscriber and non subscriber revenue. This includes, but is not limited to, all revenue from basic, standard, digital and premium tiers of cable service; installation, disconnection and/or reconnection charges; video on demand and pay-per-view service; on-screen program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber charges including, but not limited to, revenue from advertising and

home shopping. Gross Revenues shall be adjusted for bad debt written off by the Grantee in the normal course of business, provided that bad debt recoveries shall be included in Gross Revenues during the period collected.

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

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 31 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.
- 32 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.

33 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 effective date of approval by the NYPSC and shall expire ten 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.

35 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.

37 Written Notice. All notices, reports or demands shall be given in writing and shall be 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 Pittsford

 21 North Main Street

 Pittsford, NY 14534

 Attn: Village Mayor

If to Grantee: Time Warner Cable

Attn: Government
Affairs
71 Mt. Hope Avenue
Rochester, NY 14620

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 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 Grantee agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. 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 local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons 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 local, 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.

- 39 Continuing Administration. The Village Mayor is responsible for the continuing administration of the franchise.

SECTION 4. TECHNICAL STANDARDS.

- 41 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 maybe 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.

- 51 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.
- 52 Access Channels. Grantee shall make available PEG channels 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.
- 53 Grantee shall provide, without charge, one outlet of standard cable service to all municipal buildings, public K-12 schools, libraries, and fire departments within the service area of this franchise that can be served by a standard installation.

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 ordinary 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.

62 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.

63 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.

64 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.

65 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.

66 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, regrading, 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.

67 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.

69 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.

- 71 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.
- 72 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.
- 73 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.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 81 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.
- 82 Customer Service. Grantee shall comply with the cable customer service standards of the FCC and NYPSC.

SECTION 9. GENERAL FINANCIAL AND INSURANCE PROVISIONS.

- 9.1 Payment to Grantor.
- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues. In the event that applicable law is changed to establish a set percentage cap for franchise fees higher than the current cap of 5%, then Grantee shall pay that higher percentage effective 90 days after the Grantor gives notice to make such change.

- B. Payments due the Grantor under this provision shall be computed at the end of each calendar quarter. Payments shall be due and payable not later than 45 days after the end of each calendar quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter. In the event that a franchise fee payment is not made by the Grantee within the specified 45 days from the end of the quarter, Grantee will pay interest at a rate of prime plus 1% until such time as the payment is made.
- 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. In the event that an audit reveals an underpayment of franchise fees, Grantee will remit any undisputed underpaid amount within 60 days of notification.
- D. Grantee may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- E. 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.

9.2 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.

93 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 10. REVOCATION AND REMOVAL

10.1 Village's 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 franchisee 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.

10.2. 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 11. TRANSFER

11.1 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 12. RIGHTS OF INDIVIDUALS PROTECTED.

12.1 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 13. MISCELLANEOUS PROVISIONS.

- 13.1 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.
- 13.2 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.
- 13.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and approval of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 13.8 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 January 24, 2012.

VILLAGE OF PITTSFORD

By: *M. Galli*
Timothy Galli
Title: Deputy Mayor
January 25, 2012

TIME WARNER ENTERTAINMENT
ADVANCE/NEWHOUSE PARTNERSHIP
d/b/a Time Warner Cable

By: *Carafa Harvey*
Title: EVP- East Region