



Chris Mueller  
Director of Local Franchising, Corporate

January 26, 2016

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC/Village of Depew – Western New York

Dear Secretary Burgess:

We are herewith filing via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated 08/24/15
3. Fully executed copy of Franchise Renewal Agreement dated 08/24/15
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices
6. Method of Service Form

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

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Mueller".

Chris Mueller  
Director, Local Franchising  
Time Warner Cable – Northeast Region

Enclosures

Cc: Elizabeth Melock, Village Clerk

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

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In the matter of application of **TIME WARNER CABLE NORTHEAST LLC** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF DEPEW**, County of Erie, New York.

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

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

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

Franchise Name	Subscribers		Franchise Name	Subscribers
Amherst, Town	14105		Lancaster, Village	2620
Angola, Village	497		Lewiston, Town	2983
Arcade, Town	150		Lewiston, Village	1003
Arcade, Village	415		Lockport, City	4458
Aurora, Town	1911		Lockport, Town	3423
Barker, Village	91		Machias, Town	266
Blasdell, Village	432		Newfane, Town	1593
Boston, Town	1787		Niagara Falls, City	10198
Brant, Town	218		Niagara, Town	1953
Cambria, Town	1001		North Collins, Town	126
Cheektowaga, Town	17865		North Collins, Village	126
Clarence, Town	6899		North Tonawanda, City	7307
Colden, Town	594		Orchard Park, Town	2412
Collins, Town	364		Orchard Park, Village	360
Concord, Town	321		Pendleton, Town	1426
Delevan, Village	232		Perrysburg, Town	146
Depew, Village	3673		Persia, Town	16
East Aurora, Village	1614		Porter, Town	1006

Eden, Town	1701	Sardinia, Town	175
Elma, Town	2961	Sloan, Village	817
Evans, Town	3389	Somerset, Town	200
Farnham, Village	86	Springville, Village	873
Freedom, Town	110	Tonawanda, City	3291
Gowanda, Village (Catt)	391	Tonawanda, Town	8253
Gowanda, Village (Erie)	264	Wales, Town	486
Grand Island, Town	4983	West Seneca, Town	6066
Hamburg, Town	5368	Wheatfield, Town	4044
Hamburg, Village	885	Williamsville, Village	1570
Holland, Town	582	Wilson, Town	796
Kenmore, Village	1990	Wilson, Village	299
Lackawanna, City	2551	Yorkshire, Town	246
Lancaster, Town	5905	Youngstown, Village	571

6. The following signals are regularly carried by the WNY (WNY Suburban) cable system: **(see attached channel card).**
7. The Applicant does provide channel capacity for local origination. During the past twelve (12) months, the Applicant has provided approximately 4,160 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Village of Depew system are: **(see attached).**
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:


Franchise Name	Plant Miles	Franchise Name	Plant Miles
Amherst, Town	0.72	Lancaster, Village	0.00
Angola, Village	0.23	Lewiston, Town	0.00
Arcade, Town	0.00	Lewiston, Village	0.00
Arcade, Village	0.00	Lockport, City	0.00
Aurora, Town	0.41	Lockport, Town	0.34
Barker, Village	0.00	Machias, Town	0.00
Blasdell, Village	0.00	Newfane, Town	0.00
Boston, Town	0.00	Niagara Falls, City	9.66
Brant, Town	0.00	Niagara, Town	0.00
Cambria, Town	0.00	North Collins, Town	0.03
Cheektowaga, Town	0.00	North Collins, Village	0.00
Clarence, Town	0.95	North Tonawanda, City	6.62
Colden, Town	0.34	Orchard Park, Town	0.35

Collins, Town	0.00	Orchard Park, Village	0.00
Concord, Town	0.00	Pendleton, Town	0.00
Delevan, Village	0.00	Perrysburg, Town	0.00
Depew, Village	0.00	Persia, Town	0.00
East Aurora, Village	0.00	Porter, Town	0.00
Eden, Town	0.15	Sardinia, Town	0.00
Elma, Town	0.00	Sloan, Village	0.00
Evans, Town	0.00	Somerset, Town	0.00
Farnham, Village	0.00	Springville, Village	0.00
Freedom, Town	0.12	Tonawanda, City	0.00
Gowanda, Village (Catt)	0.00	Tonawanda, Town	0.00
Gowanda, Village (Erie)	0.00	Wales, Town	0.00
Grand Island, Town	0.05	West Seneca, Town	0.96
Hamburg, Town	0.68	Wheatfield, Town	0.25
Hamburg, Village	0.00	Williamsville, Village	0.00
Holland, Town	0.00	Wilson, Town	0.00
Kenmore, Village	0.00	Wilson, Village	0.00
Lackawanna, City	0.00	Yorkshire, Town	0.00
Lancaster, Town	0.50	Youngstown, Village	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.  
  
\_\_\_\_\_  
\_\_\_\_\_
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 Depew Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 11/17/15

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

## ADDITIONAL TV PLANS

CHANNEL NAME	CHANNEL NAME	CHANNEL NAME	CHANNEL NAME
<b>VARIETY PASS</b>	<b>Reelz Channel</b>	<b>TWCM MOVIE PASS</b>	HLN
Al Jazeera America	Reelz	Disney Family Movies On Demand	HSN
American Heroes Channel	RLTV	Encore	Leased Access
Aspen	Science	Encore Action	Lifetime
BabyFirst	Scrolling Guide	Encore Black	Local Access Programming
BBC America	Spirit	Encore Classic	MTV
BBC World News	Sundance TV	Encore Family	New York State Legislative Channel
Bloomberg TV	TeenNick	Encore On Demand	Nickelodeon
Bloomberg TV HD	The World Network	Encore Suspense	Public Access
Boomerang	Time Warner Cable News NY1	Encore Westerns	QVC
BTN	TLC	Indie Plex	Time Warner Cable News
BTN HD	Tr3s	RetroPlex	Time Warner Cable SportsChannel
CSPAN 3	Trinity Broadcasting Network	TWC Movie Pass On Demand	USA
CBS Sports Network	TV One	<b>TV EN ESPAÑOL</b>	VH1
CBS Sports Network HD	UP	beIN SPORTS Espanol	WBBZ (MeTV)
CENTRIC	Velocity	Cine Latino USA	WBBZ (MeTV) HD
Chiller	VH1 Classic	CNN (Espanol)	WGRZ (NBC)
CLOO	VH1 Soul	Discovery Channel (Espanol)	WGRZ (NBC) HD
CMT Pure Country	Youtoo	Discovery XD (Espanol)	WGRZ DT2 (Antenna TV)
CNBC World	<b>HD PASS</b>	ESPN Deportes	WVBC (CBS)
Cooking Channel	beIN SPORTS	FOROtv	WVBC (CBS) HD
Crime & Investigation HD	MGM HD	Fox Deportes	WKBW (ABC)
Daystar	RFD HD	History en Espanol	WKBW (ABC) HD
Destination America	Smithsonian	NBC Universo	WNED (PBS)
Discovery Family	Universal HD	Tr3s	WNED (PBS) HD
Discovery Life	<b>TWC SPORTS PASS</b>	TWC Deportes	WNET Thinkrite
Disney Jr.	beIN SPORTS	Univision Univelas	WNLG (CW)
Disney XD	Big Ten Network	<b>ESSENTIAL TV</b>	WNLG (CW) HD
DJ	CBS Sports Network	<i>Includes: Starter TV and these following channels:</i>	WNYO (MyNetwork)
DJ Rey	CBS Sports Network HD	A&E	WNYO (MyNetwork) HD
Employee On Demand	College Games 18	AMC	WPKJ (ION)
ESPN News	ESPN Classic	Animal Planet	WPKJ (ION) HD
ESPN U	ESPN Deportes	BET	WUTV (FOX)
Esquire	ESPN Goal Line/ESPN Buzzer Beater	Bravo	WUTV (FOX) HD
FAM	Fox College Sports Atlantic	C-SPAN	WUTV DT2 (TheCountryNetwork)
FOX Sports 2	Fox College Sports Central	Cartoon Network	
Rusa	Fox College Sports Pacific	CBTL (CBC)	
FX Movie Channel	Fox Deportes	CT10 (CTV)	
FXK	Fox Soccer Plus	CNN	
FYI	GOL TV	Community Bulletin Board	
GAC	MLB StrikeZone	Disney Channel	
GEMs Shopping Network	NFL Network	Educational Access	
Golf Channel	NFL RedZone	EWING Live	
GSN	NHL Network	EWTH	
H2	Outdoor Channel	FX	
Hallmark Movies & Mysteries	Pac 12 Arizona	FYI	
IFC	Pac 12 Bay Area	Government Access	
INSP	Pac 12 Los Angeles	Hallmark Channel	
Jewelry Television	Pac 12 Mountain	HGTV	
Jewish Life TV	Pac 12 Network	History	
Liquidation Channel	Pac 12 Oregon		
LMN	Pac 12 Washington		
LOGO	Sportsman Channel		
MLB Network	Tennis Channel		
MTV	TW College Football 18		
MTV Hits	TWC SportsNet		
MTV Jams	Universal Sports		
Nat Geo Wild			
National Geographic			
NBA TV			
NFL Network			
Nick Jr.			
Nick Toons			
Nickelodeon 2			
Ovation			
OWN			
Paladia			
piwt			
POP			
QVC Plus			

WNY Suburban

Effective October 2015

## 3 MORE WAYS TO ENJOY TV BETTER.



CHANNEL LINEUP  
WNY SUBURBAN

### 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 **⏏** 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 **HOME** again to filter channels by On Demand and Favorites.

### 2 TAKE YOUR PREFERENCES INTO TVS. A HOME ON THE GO.



With the TWC TV app, you can watch up to 300 live channels and 10,000 On Demand shows and movies on virtually any device, anywhere in your home. Plus, you can catch select live TV and On Demand choices when you're away from home.

Go to [tvc.com/tv](http://tvc.com/tv) to download the app and see compatible devices.



### 3 TAKE YOUR TV TO YOUR MOBILE DEVICE. WORK 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.

SIMPLER.  
SMARTER.  
BETTER.

October 2015  
0044-CL-NE-1015

# CHANNEL LINEUP

All channels shown in HD where available

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

100 Entertainment

200 News & Info

300 Sports

500 Movies & Premiums

800 Latino

1000 On Demand

1400 International

1900 Radio

1990 TWC Info

## CHANNEL NAME

## CHANNEL NAME

### CHANNELS (1-99)

- 1 Time Warner Cable News
- 2 WGRZ (NBC)
- 3 WNEB (PBS)
- 4 WWSB (CBS)
- 5 WBBZ (MeTV)
- 6 WUTV (FOX)
- 7 WKBW (ABC)
- 8 WNYO (MyNetwork)
- 9 Time Warner Cable News (formerly YNN)
- 10 EWTN
- 11 WNLO (CW)
- 12 WYBY (TBN)
- 13 CFTO (CTV)
- 14 CBLT (CBC)
- 15 WPKJ (ION)
- 16 EVINE Live
- 17 Local Access Programming
- 18 Leased Access
- 19 Government Access
- 20 TBS
- 21 TNT
- 22 SNY
- 23 ESPN
- 24 ESPN 2
- 25 MSG
- 26 Lifetime
- 27 CNN
- 28 HLN
- 29 Fox News Channel
- 30 CNBC
- 31 MSNBC
- 32 NBCSN
- 33 USA
- 34 TV Land
- 35 Syfy
- 36 TLC
- 37 Discovery Channel
- 38 History
- 39 A&E
- 40 ABC Family
- 41 NBCSN
- 42 Disney Channel
- 43 Cartoon Network
- 44 Animal Planet
- 45 AMC
- 46 Weather Channel
- 47 Food Network
- 48 HGTV
- 49 Time Warner Cable Sports Channel
- 50 Bravo
- 51 E!
- 52 Comedy Central
- 53 TCM

### TV PLANS

Starter TV

Standard TV  
(Includes Starter TV)

\*Not available with a Digital Adapter

## CHANNEL NAME

- 139 Cbo
- 140 American Heroes Channel
- 145 E! Rey

### LIFE & STYLE

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

### NEWS & INFO

- 199 TWC News Special Events
- 200 Time Warner Cable News (formerly YNN)
- 201 CNN
- 202 Fox News Channel
- 203 MSNBC
- 204 HLN
- 205 CNBC
- 206 Fox Business Network\*
- 207 Bloomberg TV
- 208 CNBC World
- 209 BBC World News
- 210 Al Jazeera America
- 211 The Weather Channel
- 215 Time Warner Cable News
- 221 CCTV News\*
- 222 C-SPAN
- 223 C-SPAN 2
- 227 C-SPAN 3
- 229 NY State Legislative Channel

### KIDS & TEENS

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

### MUSIC

- 285 Music On Demand
- 286 Palladia
- 287 MTV Jams

## CHANNEL NAME

- 288 MTV Hits
- 290 VH1 Soul
- 291 Revolt
- 292 FM
- 293 CMT
- 294 CMT Pure Country
- 295 GAC
- 297 RFD TV

### SPORTS

- 300 ESPN
- 301 ESPN2
- 302 ESPN News
- 303 ESPN Classic
- 306 MLB Network
- 307 MLB Strikezone
- 308 NBA TV
- 311 NFL RedZone
- 312 NHL Network
- 314 NBCSN
- 315 CBS Sports Network
- 318 MSG
- 319 MSG Plus
- 320 SNY
- 321 YES Network
- 322 TWC SportsChannel
- 330 TWC SportsNet
- 331 TWC SportsNet LA
- 330 ESPN
- 371 ESPN Goal Line / Buzzer Beater
- 372 Fox College Sports - Atlantic
- 373 Fox College Sports - Central
- 374 Fox College Sports - Pacific
- 375 Pac 12 National
- 376 Pac 12 Los Angeles
- 377 Pac 12 Arizona
- 378 Pac 12 Washington
- 379 Pac 12 Oregon
- 380 Pac 12 Mountain
- 381 Pac 12 Bay Area
- 382 Big Ten Network
- 384 SEC Network\*
- 385 Additional Sports Programming\*
- 392 ESPN College Extra HD
- 399 FOX Sports 1
- 400 FOX Sports 2
- 401 Velocity HD
- 405 Golf Channel
- 406 Tennis Channel
- 407 Universal Sports
- 408 Outdoor Channel
- 409 Sportsman Channel
- 413 TVG
- 416 Go!TV
- 417 iBET SPORTS
- 419 Fox Soccer Plus
- 420 Additional Sports Programming\*
- 440 ESPN Deportes
- 441 TWC Deportes
- 442 Fox Deportes
- 443 beIN SPORTS Espanol
- 444 Univision Deportes

### INSPIRATION

- 460 EWTN
- 461 INSP
- 462 The Word Network
- 463 Daystar
- 464 TBN
- 469 Jewish Life TV

## CHANNEL NAME

### SHOPPING

- 480 QVC
- 481 QVC Plus
- 482 ShopZee!\*
- 483 HSN
- 485 ShopZee! 3 - Lifestyle\*
- 486 ShopZee! 4 - Lifestyle\*
- 487 E!VINE Live
- 488 ShopZee! 5 - News & Info\*
- 489 ShopZee! 2 - Inspiration\*
- 490 Gem Shopping Network
- 492 Liquidation Channel
- 499 Jewelry Television

### MOVIES ON DEMAND

- 500 Movies On Demand
- 506 Movies On Demand Hits
- 507 Movies On Demand Kids & Teens
- 508 Free Movies On Demand

### PREMIUMS

- 510 HBO On Demand
- 511 HBO
- 512 HBO 2
- 513 HBO Signature
- 514 HBO Family
- 515 HBO Comedy
- 516 HBO Zone
- 530 Cinemax On Demand
- 531 Cinemax
- 532 MoreMax
- 533 ActionMax
- 534 ThrillerMax
- 535 OuterMax
- 536 Max Latino
- 537 5 StarMax
- 538 MovieMax
- 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
- 570 TMC On Demand
- 571 TMC
- 572 TMC Xtra
- 580 Starz On Demand
- 581 Starz
- 582 Starz Edge
- 583 Starz in Black
- 584 Starz Kids & Family
- 585 Starz Cinema
- 586 Starz Comedy
- 587 Starz West
- 594 EPIX On Demand
- 595 EPIX
- 596 EPIX West
- 597 EPIX 2
- 598 EPIX 3
- 599 EPIX Drive-In

### MOVIE CHANNELS

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

## CHANNEL NAME

- 608 Encore Family
- 609 Encore West
- 621 Indeplex
- 622 Retroplex
- 623 Fix
- 625 Sundance TV
- 627 iFC
- 628 Hallmark Movies & Mysteries
- 629 LMN
- 631 TCM
- 632 FX Movie Channel
- 633 MGM HD
- 634 Universal HD

### PAY-PER-VIEW

- 650 Pay-Per-View Previews
- 651 HD Pay-Per-View Events 1
- 660 Pay-Per-View Events 1
- 651 Pay-Per-View Events 2

### 3D

- 671 3D Special Events
- 672 3D Special Events 2
- 673 3D Pay-Per-View Events

### SPORT PACKAGES

- 700 MLB Extra Innings
- 722
- 725 NBA League Pass
- 741
- 750 NHL Center Ice
- 778
- MLS Direct Kick

### LATINO

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

### ON DEMAND

- 1000 Movies On Demand
- 1001 Primetime On Demand
- 1002 Entertainment On Demand
- 1003 Cutting Edge On Demand
- 1004 Kids On Demand
- 1005 Music On Demand
- 1006 Music Choice On Demand
- 1007 Lifestyle On Demand
- 1008 Nature & Knowledge On Demand
- 1009 Sports & Fitness On Demand
- 1020 Local On Demand
- 1029 Automotive On Demand

### LOCAL PROGRAMMING

- 1200 WKBW (ABC)
- 1203 WGRZ (NBC)
- 1206 WUTV (FOX)
- 1209 WWSB (CBS)
- 1212 WNLO (CW)

## CHANNEL NAME

- 1215 WNYO (MyNetwork)
- 1218 WPKJ (ION)
- 1221 WNEB (PBS)
- 1230 WBBZ (MeTV)
- 1232 WWSB (CBS)
- 1237 CFTO (CTV)
- 1238 CBLT (CBC)
- 1239 WKBW DT2
- 1241 WKBW DT3
- 1245 WGRZ DT2 (Antenna TV)
- 1246 WGRZ DT3 (Justice TV)
- 1250 WUTV DT2 The Country Network
- 1251 WUTV DT3
- 1255 WNYO DT (Go!TV)
- 1275 WNEB DT ThinkBright
- 1300 Leased Access
- 1301 Public Access
- 1302 Educational Access
- 1303 Government Access
- 1304 Government Access

### INTERNATIONAL

- 1400 CTI Zhong Tian Channel
- 1401 CCTV4
- 1403 Phoenix North America
- 1404 Phoenix InfoNews
- 1422 TBS
- 1423 TBS2
- 1424 TBS
- 1425 TBS
- 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
- 1516 TBS
- 1530 MTV Movies
- 1531 Eros Now
- 1532 Filmly
- 1533 Zee TV
- 1539 ITV Gold
- 1540 Swagat TV
- 1541 Set Asia
- 1542 TV Asia
- 1550 Star India Gold
- 1551 Star India News
- 1552 Life OK
- 1553 Star India Plus
- 1554 Wolk
- 1557 NDTV 24x7
- 1575 TV 5 Monde
- 1581 RAI Italia
- 1585 DW Amerika
- 1586 TV Polonia
- 1595 Polskie Radio1
- 1596 Polskie Radio3
- 1601 RTM
- 1612 CIR
- 1613 RTVI
- 1621 TV 1000 Russian Kino
- 1632 Art Cable

### ADULT

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

### TWC INFO

- 1999 TWC How To On Demand

WNYO Suburban

Effective October 2015

Visit [twc.com/channels](http://twc.com/channels) for more information.

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

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

Some restrictions apply. Starter TV service must be purchased to subscribe to any other optional video service or tier services. Pricing, programming and packaging subject to change without notice. Service prices shown are monthly and do not include sales tax, installation fees, franchise fees and FCC user fees. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Additional charges apply for installation, equipment, surcharges, applicable taxes and fees. ©2015 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc. Used under license. All other trademarks are property of their respective owners.

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



## BUFFALO

### TV SERVICES AND PACKAGES

Starter TV <sup>1</sup>	\$ 14.99
Essential TV <sup>2</sup>	\$ 49.99
(includes Starter TV and selection of 40+ cable networks)	
Standard TV	\$ 82.99
(includes Starter TV)	
Preferred TV	\$ 80.80
(includes Starter TV, Standard TV, Variety Pass)	
Variety Pass	\$ 10.00
HD Pass	\$ 6.00
TWC Sports Pass	\$ 8.99
TWC Movie Pass	\$ 7.99
TV en Español	\$ 6.99
Preferred TV en Español	\$ 80.80
(includes Starter TV, Standard TV, TV en Español)	
Broadcast TV Surcharge	\$ 2.75
Sports Programming Surcharge	\$ 2.75

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

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

### PREMIUM SERVICES

HBO <sup>3</sup>	\$ 16.99
Showtime <sup>3</sup>	\$ 15.99
The Movie Channel™	\$ 15.99
STARZ <sup>3</sup>	\$ 12.95
Cinemax <sup>3</sup>	\$ 12.95
EPIX <sup>3</sup>	\$ 9.99
Encore Pass	\$ 6.99

### ADULT PREMIUM SERVICES

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



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

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

6069-RC-NE-0815



## INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
<b>Cantonese</b> (TVS Jade World - TVB1, TVB2, TVB3, TVB5 & CCTV4)	\$ 39.99
<b>Filipino</b> (Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio GMA OZ98 Radio & TFC)	\$ 24.99
<b>French</b> (TVS MONDE)	\$ 9.99
<b>German</b> (DW America)	\$ 9.99
<b>Hindi</b> (Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life OK, SAPS News) (Hindi Pass - STAR India PLUS, Sony & Zee TV) (Hindi Pass Plus - STAR India PLUS, Sony, Zee TV, Life OK, Willow TV Asia, NDTV 24/7 & iTV Gold)	\$ 19.99 \$ 24.99 \$ 39.99
<b>Italian</b> (Rai Italia)	\$ 9.99
<b>Japanese</b> (TV JAPAN)	\$ 24.99
<b>Mandarin</b> (Mandarin Language Pack - CCTV 4, CITI Zhong Tian Phoenix, InfoNews & Phoenix North America)	\$ 19.99
<b>Polish</b> (TV Polonia & Polskie Radio)	\$ 19.99
<b>Russian</b> (Russian Language Pack - OR, RTN, RTV & TVI GOO Russian Kino)	\$ 25.99
<b>Vietnamese</b> (Vietnamese Pass - SETNS, TVB1)	\$ 19.99

## SEASONAL SPORTS SERVICES

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

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

## INTERNET

Everyday Low Price	\$ 14.99
Basic	\$ 47.99
Standard	\$ 57.99
Turbo Upgrade <sup>1</sup>	\$ 10.00
Extreme Upgrade <sup>2</sup>	\$ 20.00
Ultimate Upgrade <sup>2</sup>	\$ 50.00
Home WiFi	\$ 4.99

<sup>1</sup> Turbo, Extreme or Ultimate Upgrade can be added to Standard

## HOME PHONE

Home Phone National	\$ 42.99
Home Phone State	\$ 29.99
Home Phone Local	\$ 24.99
Second Line National Option <sup>4</sup>	\$ 29.95
Second Line State Option <sup>5</sup>	\$ 24.95
Second Line Local Option <sup>6</sup>	\$ 29.95
International OnePrice <sup>7</sup> Plan <sup>7</sup> (Additional)	\$ 19.99
Global Penny Phone Plan (Additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing	\$ 4.99

<sup>4</sup> Requires primary Home Phone Nationwide line

<sup>5</sup> Requires primary Home Phone State line

<sup>6</sup> Requires primary Home Phone Local line

<sup>7</sup> Subscription to Home Phone with TV and/or Internet is required.

## EQUIPMENT & EXTRAS

Digital, HD, DVR or HD-DVR Set-Top Box and Remote Package	\$ 10.25
(Includes Set-Top Box and Remote)	
Digital, HD, DVR or HD-DVR Set-Top A/O and Remote Package	\$ 11.75
(Includes Set-Top Box, Remote and Additional Outlet Service Fee)	
DVR Service Fee (per DVR)	\$ 12.95
Enhanced DVR (per DVR)	\$ 15.99
Whole House DVR or Enhanced Whole House DVR Service (per HomeDVR)	\$ 19.99
The Guide	\$ 3.27
CableCARD™ (each)	\$ 2.50
Digital Adapter and Remote	\$ 2.75
Additional Outlet (A/O) Service Fee	\$ 1.50
(For On Demand each additional Set-Top Box or CableCARD™)	
Internet Modem Lease	\$ 8.00

## INSTALLATION

Video Installation, Primary Outlet (Unwired or prewired)	\$ 47.99
Internet Installation	\$ 47.99
Home Phone Installation	\$ 47.99
Additional Outlet at Time of Installation	\$ 24.99
WH-DVR Installation	\$ 49.99
Home WiFi Installation (per device)	\$ 49.99
Easy Connect Rescue Fee	\$ 29.99
Easy Connect Shipping Charge	\$ 9.99
Trip Charge <sup>8</sup>	\$ 39.99

<sup>8</sup> Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment.  
Applicable if technician determines that the problem is not related to Time Warner Cable's service or equipment. This charge  
may be waived if the customer subscribes to the Time Warner Cable Service Protection Plan.

## OTHER SERVICE CHARGES

COD (Payment Collected at Time of Installation)	\$ 9.95
Deposit Fee	\$ 50-100.00
Equipment Pick Up	\$ 39.99
Equipment Reactivation Fee	\$ 5.99
Field Collection/Trip Charge Fee	\$ 25.00
Late Fee	\$ 8.50
Reconnect Fee	\$ 29.99
Returned Payment Fee	\$ 20.00
Telephone Activation	\$ 19.99
Telephone Number Transfer Charge <sup>9</sup>	\$ 19.99
Upgrade/Downgrade	\$ 29.99

<sup>9</sup> Home Phone customers transferring existing phone numbers are subject to a one time \$19.99 telephone number  
transfer charge and subject to current provider's ability to release the telephone number.

## UNRETURNED/LOST/DAMAGED EQUIPMENT

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

RESOLUTION

August 18, 2015

**ADOPT TIME WARNER CABLE TV FRANCHISE RENEWAL AGREEMENT**

Trustee Kucewicz, offered the following resolution and moved for its adoption:

**WHEREAS**, a Public Hearing was held on Monday, April 13, 2015, on the renewal of the Time Warner Cable TV Franchise Renewal, and

**WHEREAS**, all persons for or against said franchise renewal were heard.

**NOW, BE IT RESOLVED**, after due consideration, the Village Board does hereby adopt the Village of Depew Franchise Agreement with Time Warner Cable for a period of ten years from the date the agreement is accepted by the Public Service Commission, and

**BE IT FURTHER RESOLVED**, that Mayor Nikonowicz is hereby authorized to sign said agreement on behalf of the Village of Depew.

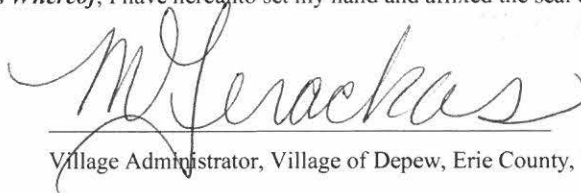
The foregoing resolution was seconded by Trustee Bukowiecki, and duly put to a roll call vote which resulted in the following:

Trustee Hammer- Y  
Trustee Bukowiecki- Y  
Trustee Peterson- abs  
Trustee Kucewicz-Y  
Mayor Nikonowicz- Y

State of New York  
County of Erie ss:  
Village of Depew

This is to certify that I, **Maureen Jerackas**, Administrator of the *Village of Depew*, in the said *County of Erie*, have compared the foregoing copy of a resolution to "Adopt Time Warner Cable TV Franchise Renewal Agreement" with the original thereof filed in my office at *Depew, New York*, on the 24<sup>th</sup> of August 2015 and that the same is a true and correct copy of said original, and of the whole thereof.

*In Witness Whereof*, I have hereunto set my hand and affixed the seal of said Village this 24<sup>th</sup> of August 2015.



Village Administrator, Village of Depew, Erie County, N.Y.

VILLAGE OF DEPEW  
BOARD MEETING  
May 25, 2015

**Agenda Item # 3**

X  Approved      Denied

FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Depew, New York

AND

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

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of 8/24/15 between the Village of Depew (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated September 2, 2004, 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 Depew/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 Depew. Such area shall include all areas annexed by the Village of Depew. 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" shall mean all revenues as determined in accordance with generally accepted accounting principles ("GAAP") received, directly and indirectly, by the Grantee from the operation of the cable television system to provide cable service pursuant to this agreement from subscribers residing within the municipality and pursuant to the rights granted by this franchise. Additionally, revenue from local advertising, leased access programming and home shopping shall be included and then calculated on a pro-rata basis using the number of subscribers served in the community. The term "Gross Revenue" shall not include (1) excise taxes, or (2) sales tax; or (3) bad debt or any other taxes for fees which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

Gross Revenues shall include revenue from cable modem service to the extent these services are deemed a cable service by applicable law.

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

### SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

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

3.3 Provision of Cable Service.

- A. Grantee shall construct plant and make its service available to any area adjoining the primary service area that contains a minimum 25 dwellings per aerial mile and requiring a standard drop.
- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 10 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

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

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

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

If to Grantor:                      Village of Depew  
   Attn: Mayor  
   85 Manitou  
   Depew, NY 14043

If to Grantee:                      Time Warner Cable  
   Attn: Government Relations  
   2604 Seneca Avenue

Niagara Falls, NY 14305

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

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

3.8 Franchise Non-Exclusive.

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



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

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

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

#### SECTION 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC’s rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results

of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

#### SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

#### SECTION 6. CONSTRUCTION PROVISIONS.

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

- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of ( 78 ) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

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

6.8 System Abandonment.

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

- 6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs

Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

#### SECTION 7. REPORTING PROVISIONS.

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.
- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

#### SECTION 8. CONSUMER PROTECTION PROVISIONS.

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

## SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Grantee shall pay semi-annually on or before March 31 for the last six (6) months of the preceding calendar year, on or before September 30 for the first six (6) months of the current calendar year five percent (5%) of the Gross Subscriber Revenues received by the Grantee in each such period. Any and all such fees may be passed through to subscribers by the Grantee as permitted by law and shall be reduced by any fees paid to the New York State Public Service Commission. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

## 10. INDEMNITY AND INSURANCE.

### 10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages



arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
  - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

#### 10.2 Liability Insurance.

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

### SECTION 11. REVOCATION AND REMOVAL

#### 11.1. Right to Revoke.

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

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein,



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

## SECTION 12. TRANSFER

### 12.1 Sale or Transfer of Franchise.

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

## SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

### 13.1 Discriminatory Practices Prohibited.

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

## SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and

such reasonable time thereafter as shall have been necessitated by any such events or conditions.

- 14.9 Complimentary Service. Grantee shall provide without charge one standard installation and basic cable service to the government and educational locations listed on Exhibit A which can be served by a drop from Grantee's existing plant of no more than 150 feet.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of 8/24/15.

GRANTOR OF THE VILLAGE OF DEPEW

TIME WARNER CABLE  
NORTHEAST LLC

By: [Signature]  
Title: Mayor

By: [Signature]  
Title: Sgt. CR of Per-Net Services

## EXHIBIT A

West End VFD  
2325 George Urban Blvd.  
Depew, NY 14043

South Side VFD  
45 Meridian Street  
Depew, NY 14043

North Side VFD  
112 Brewster Street  
Depew, NY 14043

Depew Village Hall  
Gould Avenue  
Depew, NY 14043

Town of Lancaster OEM  
321 Columbia Avenue  
Depew, NY 14043

Lancaster Public Works  
5200 Broadway  
Depew, NY 14043

St. James School  
500 Terrace Blvd.  
Depew, NY 14043

Our Lady Blessed Sacrament School  
20 French Road  
Depew, NY 14043

Blessed Sacrament School  
2620 George Urban Blvd  
Depew, NY 14043

John A. Sciole Elementary School  
86 E. Alys Drive  
Depew, NY 14043

Depew-Lancaster Boys Club  
60 Preston Street  
Depew, NY 14043

Depew Senior Center  
85 Manitou Street  
Depew, NY 14043

Terrace Boces  
591 Terrace Blvd  
Depew, NY 14043



# Bee Group Newspapers

WNY's Leading Suburban Newspapers

STATE OF NEW YORK ) ss.

COUNTY OF ERIE)

## — LEGAL NOTICE —

### VILLAGE OF DEPEW

Please take notice that the Village of Depew Board of Trustees will hold a Public Hearing on Monday April 13, 2015 starting at 7:01 p.m. in the Council Chambers of the Depew Municipal Building, 85 Manitou St. Depew NY, regarding renewal of the cable television franchise agreement by and between the Village of Depew and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Clerk's office, 85 Manitou St. Depew, NY. 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.

Elizabeth C. Melock  
Village Administrator  
Village of Depew

Mar. 12, 19

Amy Steele being duly sworn, disposes and says that

(s)he is the Accounting Assistant of the DEPEW BEE,

a weekly newspaper published at Williamsville, New

York, that the notice of which the annexed printed

slip taken from said newspaper, is a copy, was

inserted and published therein once a week for two

weeks, the first insertion being on the 12th day of

March, 2015 and the last insertion being on the

19th day of March, 2015

Subscribed and sworn to before me this  
19th day of March, 2015

Carol L. Malek  
Notary Public, State of New York  
Qualified in Erie County

Amy Steele  
Authorized Designee of George J Measer, III  
Publisher of the DEPEW BEE

My Commission Expires August 30, 2017



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STATE OF NEW YORK ) ss.

COUNTY OF ERIE)

Dawn Cerra being duly sworn, deposes and says that (s)he is the Receptionist of the DEPEW BEE, a weekly newspaper published at Williamsville, New York, that the text of a notice as published in said newspaper is in the annexed exhibit, was inserted and published therein once a week for two weeks, the first insertion being on the 24th day of December, 2015 and the last insertion being on the 31st day of December, 2015

Subscribed and sworn to before me this  
4th day of January, 2016

*Carol Strahl*

Carol Strahl

Notary Public, State of New York  
Qualified in Erie County

*Dawn Cerra*

Dawn Cerra

Authorized Designee of George J Measer, III  
Publisher of the DEPEW BEE

My Commission Expires September 30, 2017



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**— LEGAL NOTICE —**

FOR APPLICATION OF  
FRANCHISE RENEWAL

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

The application and all comments filed relative thereto are available for public inspection at the Village of Depew office during normal business hours. Interested persons may file comments on the application with the Village of Depew Clerk, 85 Manitou, Depew, NY 14043, and with the New York State Public Service Commission within 10 days of publication.

Dec. 24, 31

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