



Sharon L. Hanson
Director, Government Relations

December 14, 2011

Hon. Jaclyn A. Brilling, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Application for Franchise Renewal – Time Warner NY Cable LLC d/b/a Time Warner Cable through its Buffalo Division and the Village of Cuba, New York

Dear Secretary Brilling:

We are herewith filing copies of the following:

1. Method of Service Form
2. R-2 Application for Franchise Renewal (rates, channel line-up)
3. Municipal Resolution granting renewal dated 10/10/11
4. Fully-executed copy of Franchise Renewal Agreement dated 10/10/11
5. Notice of Public Hearing
6. Legal Notice of Application for Renewal
7. Copy of latest annual test data compiled for this part of the Division's CATV System (on file – CD)

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 that reads "Sharon L. Hanson".

Sharon L. Hanson
Director, Government Relations

Time Warner Cable

Enclosures

Cc Village of Cuba

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

Name:	Catherine Andalora
Your Company/Organization:	Time Warner Cable
Mailing Address:	2875 Union Rd., Suite 359, Cheektowaga, NY 14227
Company/Organization you represent, if different from above:	_____
E-Mail Address:	catherine.andalora@twcable.com

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: <u>Catherine A. Andalora</u>	Date: <u>12/01/11</u>
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**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

1. The exact legal name of the applicant is **Time Warner NY Cable LLC**.
2. The applicant does business under the name **Time Warner Cable through its Western New York Division**
3. Applicant's telephone number is:

**Time Warner Cable (Division Office)
2875 Union Road, Suite 359
Cheektowaga, NY 14227
(716) 558-8559**

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 October, 2011 are:
(see attached)
6. The following signals are regularly carried by the Buffalo cable system: **(see attached channel card)**.
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 4,160 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Village of Cuba 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: .92
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 Cuba Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 11/16/11

By: 

Sharon L. Hanson
Director, Government Relations
Time Warner Cable

Area	FTA	Municipality	Video Subs, 10/31/11
BUF	1	Buffalo, City,	53071
BUF	100	Lackawanna, City	3708
BUF	101	Blasdell, Village	594
BUF	102	Hamburg, Town	8413
BUF	103	Cheektowaga, Town	21379
BUF	104	West Seneca, Town	9012
BUF	105	Sloan, Village	947
BUF	106	Amherst, Town	26198
BUF	107	Williamsville, Village	1868
BUF	108	Tonawanda, Town	13856
BUF	109	Kenmore, Village	2961
BUF	110	Hamburg, Village	1548
BUF	111	Depew, Village	4151
BUF	112	Tonawanda, City	4116
BUF	113	Eden, Town	1798
BUF	114	Boston, Town	1857
BUF	115	Amherst, Town	256
BUF	116	North Tonawanda, City	8356
BUF	120	Grand Island, Town	5466
BUF	121	Wheatfield, Town	4859
BUF	122	Pendleton, Town	1496
BUF	123	Niagara Falls, City	13294
BUF	124	Lewiston, Village	1300
BUF	125	Lewiston, Town	3209
BUF	126	Niagara, Town	2203
BUF	127	Cambria, Town	1043
BUF	128	Youngstown, Village	630
BUF	129	Porter, Town	1103
BUF	130	Wilson, Town	833
BUF	131	Wilson, Village	313
BUF	132	Lockport, City	4975
BUF	133	Lockport, Town	5071
BUF	136	Newfane, Town	1678
BUF	137	Somerset, Town	211
BUF	138	Barker, Village	106
BUF	200	Lancaster, Village	2983
BUF	201	Lancaster, Town	6729
BUF	202	Clarence, Town	7348
BUF	203	Orchard Park, Village	735
BUF	204	Orchard Park, Town	4276
BUF	205	Elma, Town	3115
BUF	206	Aurora, Town	2079
BUF	207	East Aurora, Village	2099
BUF	208	Colden, Town	605
BUF	209	Holland, Town	634
BUF	210	Wales, Town	521
BUF	211	Evans, Town	3608
BUF	212	Angola, Village	558
BUF	213	Farnham, Village	95
BUF	214	Brant, Town	199
BUF	215	Yorkshire, Town	294
BUF	216	Delevan, Village	274
BUF	217	Machias, Town	363
BUF	218	Sardinia, Town	186
BUF	219	Springville, Village	991
BUF	220	Concord, Town	341
BUF	221	Arcade, Village	442
BUF	222	Freedom, Town	97
BUF	223	Arcade, Town	151
BUF	224	Gowanda, Village (Erie)	276

Area	FTA	Municipality	Video Subs, 10/31/11
BUF	225	Collins, Town	388
BUF	226	Perrysburg, Town	90
BUF	227	Persia, Town	16
BUF	228	North Collins, Village	296
BUF	229	North Collins, Town	100
BUF	230	Perrysburg, Village	74
BUF	231	Gowanda, Village (Catt)	403
BUF	232	Silver Creek, Village	651
BUF	233	Forestville, Village	199
BUF	234	Hanover, Town	812
BUF	235	Sheridan, Town	37
BUF	236	Dunkirk, City	2814
BUF	237	Dunkirk, Town	295
BUF	238	Sheridan, Town	366
BUF	239	Pomfret, Town	101
BUF	240	Portland, Town	148
BUF	241	Westfield, Town	347
BUF	242	Mayville, Village	443
BUF	243	Chautauqua, Town	1515
BUF	244	Ripley, Town	225
BUF	245	Westfield, Village	746
BUF	246	Portland, Town	155
BUF	247	North Harmony, Town	370
BUF	248	Sherman, Town	11
BUF	249	Sherman, Village	133
BUF	300	New Albion, Town	5
BUF	301	Cattaraugus, Village	250
BUF	302	Ellicottville, Village	255
BUF	303	Ellicottville, Township	830
BUF	304	Franklinville, Village	341
BUF	305	Franklinville, Town	86
BUF	306	Randolph, Village	254
BUF	307	East Randolph, Village	68
BUF	308	Conewango, Town	7
BUF	309	Great Valley, Town	83
BUF	310	Mansfield, Town	21
BUF	311	Cold Spring, Town	2
BUF	312	Cuba, Village	364
BUF	313	Cuba, Town	302
BUF	314	Ischua, Town	12
BUF	315	Randolph, Town	0
BUF	400	Olean, City	3927
BUF	401	Olean, Town	444
BUF	402	Allegany, Village	529
BUF	403	Allegany, Town	862
BUF	404	Portville, Village	249
BUF	405	Portville, Town	467
BUF	406	Hinsdale, Town	186
BUF	407	Wellsville, Village	1281
BUF	408	Belmont, Village	239
BUF	409	Amity, Town	104
BUF	410	Wellsville, Town	610
BUF	411	Scio, Town	268
BUF	412	Willing, Town	169
BUF	413	Andover, Town	43
BUF	414	Andover, Village	237
BUF	450	Eldred Borough	141
BUF	451	Eldred Township	112
BUF	452	Ceres, Township	12
BUF	453	Ulysses, Borough of	81



BASIC

- 2.....WGRZ NBC Buffalo
- 4.....WIVB CBS Buffalo
- 5.....The Weather Channel
- 6.....Local Cable Channel 6
- 7.....WKBW ABC Buffalo
- 8.....WNYO MyTV Buffalo
- 9.....YNN Buffalo
- 10.....WUTV FOX Buffalo
- 11.....WNLO CW 23 Buffalo
- 12.....TWC SportsNet
- 13.....WNED PBS Buffalo
- 14.....QVC
- 15.....WONS Olean
- 16.....WNYB
- 17.....HSN
- 18.....C-Span
- 20.....CFTO Toronto
- 22.....WPXJ ION TV

STANDARD

- 23.....ESPN
- 24.....ESPN2
- 25.....Sportsnet NY
- 26.....MSG
- 27.....CNN
- 28.....HLN
- 29.....MSNBC
- 30.....CNBC
- 31.....FOX News Channel
- 32.....Hallmark
- 33.....Food Network
- 34.....HGTV
- 35.....EWTN
- 36.....MTV
- 37.....VH1
- 38.....TBS
- 39.....BET
- 40.....Spike TV
- 41.....TNT
- 42.....Cartoon Network
- 43.....Nickelodeon
- 44.....Disney Channel
- 45.....American Movie Classics
- 46.....Turner Classic Movies
- 47.....FX Network
- 48.....USA Network
- 50.....Bravo
- 51.....A&E
- 52.....ABC Family
- 53.....Discovery
- 54.....History
- 55.....Animal Planet
- 56.....Discovery Fit & Health
- 57.....Versus
- 58.....TLC

- 59.....Lifetime Television
- 60.....SyFy
- 61.....TV Land
- 62.....Comedy Central
- 63.....E!
- 64.....Yes Network
- 66.....Oxygen¹
- 70.....MSG Plus
- 73.....Shop NBC/Leased Access¹
- 74.....Tru Tv¹
- 122.....Speed¹
- 187.....WNYO TheCoolTV²
- 259.....WUTV The Country Network²
- 261.....C-Span2¹
- 262.....Travel Channel¹
- 263.....CMT¹
- 267.....Shop Zeal¹
- 293.....Shop Zeal 2¹
- 294.....Shop Zeal 3¹
- 295.....Shop Zeal 4¹
- 296.....Shop Zeal 5¹
- 698.....WUTV The Country Network²

DIGITAL BASIC

- 1.....On TWC²
- 79.....Jewelry TV
- 83.....NYS Legislative Channel
- 101.....The Hub
- 102.....SCIENCE
- 103.....Planet Green
- 104.....Investigation Discovery
- 105.....OWN
- 106.....The Military Channel
- 107.....Game Show Network
- 109.....BBC America
- 110.....Youtoo
- 111.....NBC Universal Sports²
- 112.....Trinity Broadcasting
- 113.....Halogen TV
- 114.....Great American Country
- 115.....Gospel Music Channel
- 117.....Disney XD
- 118.....SoapNet
- 119.....FOX Business Channel
- 120.....National Geographic
- 121.....The Golf Channel
- 125.....FOX Soccer
- 126.....NBA TV
- 128.....Bloomberg Television
- 130.....Discovery Fit & Health
- 132.....ESPN News
- 133.....REELZ
- 137.....MTV2
- 139.....ESPNU
- 142.....Chiller
- 144.....Cloo

- 152.....TEENick
- 153.....Nick 2
- 154.....Nick Jr
- 155.....Nick Toons
- 156.....VH1 Classic
- 157.....MTV Jams
- 159.....CMT Pure Country
- 160.....MTV Hits
- 163.....Lifetime Movie Network
- 164.....Daystar
- 166.....CNBC World
- 167.....National Geographic Wild
- 168.....Centric
- 169.....Style
- 174.....The Biography Channel
- 176.....Do it Yourself Network
- 177.....H2
- 179.....Sprout
- 180.....Sundance Channel
- 182.....MLB Network
- 186.....TV Guide Network
- 194.....RT TV Russia Today²
- 198.....Boomerang
- 199.....TV One
- 260.....Bridges TV
- 264.....Inspirational Network
- 265.....Jewish Life TV

DIGITAL VARIETY TIER

- 116.....fuse
- 124.....The Word Network
- 129.....G4
- 135.....The Cooking Channel
- 140.....Women's Entertainment
- 158.....Tr3s
- 161.....LOGO
- 162.....VH1 Soul
- 165.....CURRENT
- 767.....G4 HD
- 778.....Fuse HD
- 779.....WE - HD
- 862.....Cooking Channel HD

TWC MOVIE PASS

- 108.....FOX Movie Channel
- 138.....Encore
- 141.....Encore Love
- 143.....Encore Westerns
- 145.....Encore Suspense
- 147.....Encore Drama
- 149.....Encore Action
- 151.....Encore Family
- 178.....Independent Film Channel
- 184.....IndiePlex
- 185.....RetroPlex

- 256.....TWC Movie Pass OD
- 257.....FEARnet
- 755.....IFC HD
- 761.....Encore HD
- 871.....FEARnet HD
- 925.....Disney Family Movies OD

TWC 3D PASS

- 1505.....ESPN 3D

TWC SPORTS PASS

- 123.....ESPN Deportes
- 127.....Outdoor Channel
- 131.....ESPN Classic
- 134.....FUEL
- 146.....TWC Sports Pass OD
- 170.....The Tennis Channel
- 171.....FOX College Sports Atlantic
- 172.....FOX College Sports Central
- 173.....FOX College Sports Pacific
- 175.....CBS Sports
- 181.....NHL Network
- 183.....BTN
- 188.....FOX Soccer Plus
- 189.....GOL TV
- 193.....FOX Deportes
- 290.....Sportsman Channel
- 729.....NHL Network HD
- 732.....Tennis Channel HD
- 733.....Outdoor Channel HD
- 766.....FOX Soccer Plus HD
- 768.....BTN HD
- 776.....CBS Sports HD
- 864.....GOL TV HD
- 1540.....ESPN Goal Line HD

TWC HD PASS

- 753.....MGM HD
- 790.....Universal HD
- 791.....Smithsonian HD
- 792.....RFD HD
- 911.....Smithsonian HD OD

DIGITAL PREMIUM CHANNELS

- 201.....HBO⁵
- 202.....HBO2⁵
- 203.....HBO Signature⁵
- 204.....HBO Family⁵
- 205.....HBO Comedy⁵
- 206.....HBO Zone⁵
- 207.....HBO West⁵
- 210.....HBO Family West⁵
- 211.....Cinemax⁵
- 212.....MoreMax⁵
- 213.....ActionMax⁵
- 214.....ThrillerMax⁵

- 215.....Cinemax West⁵
- 216.....5 Star Max⁵
- 217.....@Max⁵
- 218.....More Max West⁵
- 219.....WMax⁵
- 220.....Flix⁵
- 221.....Showtime⁵
- 222.....Showtime Too⁵
- 223.....Showtime Showcase⁵
- 224.....Showtime Extreme⁵
- 225.....Showtime Beyond⁵
- 226.....Showtime West⁵
- 228.....Showtime Showcase West⁵
- 229.....Showtime Extreme West⁵
- 231.....The Movie Channel⁵
- 232.....The Movie Channel Xtra⁵
- 234.....TMCX West⁵
- 241.....Starz⁵
- 242.....Starz West⁵
- 243.....Starz Edge⁵
- 244.....Starz Kids & Family⁵
- 245.....Starz Cinemax⁵
- 246.....Starz in Black⁵
- 279.....OuterMax⁵
- 780.....HBO HD⁴
- 781.....Showtime HD⁴
- 782.....Starz HD⁴
- 783.....Cinemax HD⁴
- 784.....WMax HD⁴
- 802.....Starz Edge HD⁴
- 803.....Starz Kids & Family HD⁴
- 804.....Starz Comedy HD⁴
- 810.....HBO2 HD⁴
- 811.....HBO Signature HD⁴
- 812.....HBO Family HD⁴
- 813.....HBO Comedy HD⁴
- 814.....HBO Zone HD⁴
- 816.....Showtime Beyond HD⁴
- 817.....Showtime Next HD⁴
- 818.....Showtime Women HD⁴
- 820.....Showtime Too HD⁴
- 821.....Showtime Showcase HD⁴
- 822.....Showtime Extreme HD⁴
- 823.....The Movie Channel Xtra HD⁴
- 824.....The Movie Channel HD⁴
- 826.....Action Max HD⁴
- 827.....Thriller Max HD⁴
- 828.....5 Star Max HD⁴
- 829.....OuterMax HD⁴
- 830.....MoreMax HD⁴
- 831.....@Max HD⁴
- 931.....Here TV¹⁵

DIGITAL PAY PER VIEW³

- 300.....Pay Per View Info
- 301-307.....Pay Per View Hits
- 342.....Club Jenna
- 343.....Penthouse TV
- 344.....Ten
- 798.....Pay Per View HD

FREE HD/BASIC²

- 702.....WGRZ NBC HD
- 703.....WNED PBS HD
- 704.....WIVB CBS HD
- 706.....WUTV FOX HD
- 707.....WKBW ABC HD
- 708.....WNYO MyTV Buffalo HD
- 709.....YNN Buffalo HD
- 711.....WNLO CW23 HD
- 712.....WPXJ ION TV HD
- 713.....TWC SportsNet HD
- 714.....QVC HD

FREE HD/STANDARD

- 700.....Time Warner Cable HD
- 715.....HGTV HD
- 716.....Food Network HD
- 717.....Headline News HD
- 718.....MSNBC HD
- 719.....FOX Business HD
- 720.....FOX News HD
- 721.....CNN HD
- 722.....CNBC HD
- 723.....TBS HD
- 724.....TNT HD
- 725.....ESPN U HD
- 726.....ESPN HD
- 727.....ESPN2 HD
- 728.....ESPN News HD
- 730.....MSG HD
- 731.....SNY HD
- 734.....National Geographic HD
- 735.....Travel Channel HD
- 736.....TLC HD
- 737.....SCIENCE HD
- 738.....Discovery HD
- 739.....Animal Planet HD
- 740.....Velocity HD
- 741.....Planet Green HD
- 742.....A&E HD
- 743.....Biography HD
- 744.....History HD
- 745.....Crime & Investigation HD
- 746.....E! HD
- 747.....Cartoon Network HD
- 748.....Disney XD-HD
- 749.....ABC Family HD

Channel Line Up

750.....Disney HD
 751.....Lifetime Movie HD
 754.....Bravo HD
 756.....The Weather Channel HD
 757.....FX HD
 758.....USA HD
 759.....Syfy HD
 760.....Palladia HD
 762.....TV One HD
 763.....The Hub HD
 764.....EWTN HD
 769.....Speed HD¹
 770.....YES HD
 771.....Versus HD
 772.....Golf Channel HD
 775.....MLB Network HD
 777.....MSG Plus HD
 785.....NBA TV HD
 786.....Investigation Discovery HD
 787.....Turner Classic Movies HD
 788.....AMC HD
 789.....Hallmark Movies HD
 858.....Oxygen HD¹
 859.....truTV HD
 860.....BBC America HD
 861.....H2 HD
 863.....DIY Network HD
 881.....GSN HD
 882.....Gospel Music Channel HD
 883.....Bloomberg HD
 884.....Sundance HD
 885.....Reelz HD
 886.....HSN HD²

887.....BET HD
 888.....FOX Soccer HD
 889.....Style HD
 890.....National Geo. Wild HD
 891.....MTV HD
 892.....Comedy Central HD
 893.....Nickelodeon HD
 894.....Lifetime HD
 895.....Spike TV HD
 896.....CMT HD
 897.....Hallmark HD
 898.....VH-1 HD
 1332.....3D Events Info
 1333.....3D Events 1
 1334.....3D Events 2

MUSIC CHOICE

401-445.....Music Choice²

FREE ON DEMAND

905.....Lifestyles & Learning
 909.....Free Movies
 917.....Kids
 924.....Music
 926.....Entertainment
 932.....Nature & Knowledge
 938.....Music Choice
 945.....Sports & Fitness
 946.....TWC SportsNet
 997.....Western New York
 1005.....Primetime
 1009.....YNN Buffalo
 1276.....Automotive

1278.....Find It
 1280.....Movie Trailers
 1281.....My Life
 1282.....Travel
 1284.....TWCable How To

MOVIES/SHOWS ON DEMAND³

800.....Movies
 900.....Movies
 912.....Adult
 915.....MOD-Kids & Teens
 921.....MOD-Hits
 922.....Outrageous
 928.....Español

SUBSCRIPTION ON DEMAND

901.....Starz⁴
 903.....Showtime⁴
 904.....The Movie Channel⁴
 906.....HBO⁴
 907.....Cinemax⁴
 908.....Howard Stern⁵
 918.....Disney⁵
 919.....Too Much for TV⁵
 925.....Disney Family Movies⁵
 930.....Here TV!

SPORTS PACKAGES⁵

501-506.....ESPN Sports PPV
 511-520.....NBA League Pass/MLS Direct Kick
 531-544.....NHL Center Ice/MLB Extra Innings
 1560-1568.....Game HD NHL/MLB
 1570-1578.....Team HD NBA/MLS

DIGITAL ESPANOL TIER

123.....ESPN Deportes
 158.....Tr3s
 190.....Cinelatino
 191.....CNN Espanol
 192.....Discovery Channel Latino
 193.....FOX Deportes
 195.....Mun2
 196.....Toon Disney Espanol
 197.....History Channel Espanol

INTERNATIONAL CHANNELS PACKAGES

Fillipino Pass Plus

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

Hindi Passport

1228.....ZEE TV
 1229.....SET Asia
 1230.....TV Asia

Russian Passport

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

Mandarin Passport

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

ALA CARTE

1240.....Rai Italia
 1241.....TV5MONDE
 1242.....ART
 1243.....SBTN
 1244.....TV JAPAN
 1245.....Deutsche Welle
 1260.....TV Polonia
 1261.....Polskie Radio 1
 1262.....Polskie Radio 3
 1270.....Bollywood Hits OD



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 12/1/2011

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.



PRICES AND PACKAGES, MONTHLY

FRANCHISE NAME (See listing on back) . . .BASIC STANDARD COMBINED

Group 1,2	\$ 13.25	\$ 64.25	\$ 77.50
Group 3,4,5	\$ 16.25	\$ 61.25	\$ 77.50

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	\$ 88.99
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	\$ 6.00
Digital Espanol Tier	\$ 6.99
DVR Service Primary	\$ 12.95
DVR Service Second	\$ 11.95
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 Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
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 Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
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 Extreme (Add on to Road Runner® Broadband Standard)	\$ 20.00
Road Runner® Broadband Turbo (Add on to Road Runner® Broadband Standard)	\$ 9.99
Road Runner® Broadband Basic	\$ 37.99
Road Runner® Broadband Lite	\$ 29.99

(Prices include the lease of a modem)

PREMIUM SERVICES

HBO The Works	\$ 14.95
Cinemax	\$ 12.95
Showtime Unlimited	\$ 12.95
Starz	\$ 12.95
Howard TV On Demand	\$ 13.99
Disney On Demand	\$ 3.99
Disney Family Movies On Demand	\$ 4.99
Here TV	\$ 6.99
Too Much For TV On Demand	\$ 14.99

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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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	Deutsche Welle	\$ 9.99
TV Polonia	\$ 19.99	Bollywood Hits On Demand.....	\$ 9.99

ADDITIONAL EQUIPMENT CHARGES

Digital Terminal	\$ 7.99
Digital Remote.....	\$ 0.50
Each Additional Digital Terminal.....	\$ 7.99
Each Additional Digital Remote	\$ 0.50
CableCARD™	\$ 2.50
CableCARD™ (additional outlet each)	\$ 2.50
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 Home 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 (EMTA)	\$ 65.00 - \$ 120.00
Payment Processing Fee (by phone; non automated)	\$ 5.00
Non Standard Installation	Time And Materials

FRANCHISE GROUPS

- Group 1 - Grand Island (T), Wheatfield (T), Pendleton (T), Lewiston (V), Youngstown (V), East Aurora (V)
- Group 2 - Lackawanna (C), Blasdell (V), Hamburg (T and V), Cheektowaga (T), West Seneca (T), Sloan (V), Amherst (T), Williamsville (V), Tonawanda (C and T), Kenmore (V), Depew (V), Eden (T), Boston (T), North Tonawanda (C), Niagara Falls (C), Lewiston (T), Niagara (T), Cambria (T), Porter (T), Wilson (T and V), Aurora (T), Colden (T), Holland (T), Wales (T), Silver Creek (V), Forestville (V), Hanover (T), Sheridan (T), Pomfret (T), Portland (T)
- Group 3 - City of Buffalo
- Group 4 - Lockport (C and T), Suburban Acres, Rapids Park, Newfane (T), Somerset (T), Barker (V), Lancaster (V and T), Clarence (T), Orchard Park (V and T), Elma (T), Evans (T), Angola (V), Farnham (V), Brant (T), Westfield (T and V), Mayville (V), Chautauqua (T), Ripley (T), Portland (T), North Harmony (T), Sherman (T and V)
- Group 5 - Yorkshire (T), Delevan (V), Machias (T), Sardinia (T), Springville (V), Concord (T), Arcade (V and T), Freedom (T), Gowanda (V - Erie County), Collins (T), Perrysburg (T and V), Persia (T), North Collins (V and T), Gowanda (V - Cattaraugus County), New Albion (T), Cattaraugus (V), Ellicottville (V and T), Franklinville (V and T), Randolph (V and T), East Randolph (V), Conewango (T), Great Valley (T), Mansfield (T), Coldspring (T), Cuba (V and T), Ischua (T), Olean (C and T), Allegany (V and T), Portville (V and T), Hinsdale (T), Wellsville (V and T), Belmont (V), Amity (T), Scio (T), Willing (T), Andover (T and V), Eldred (B and T), Ceres (T), Ulysses (B)



* 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 \$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. 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

CUBA VILLAGE

Website: www.cubany.org

17 E. MAIN STREET
CUBA, NEW YORK 14727
PHONE: 585-968-1560
FAX: 585-968-9104
E-MAIL: vocubany@verizon.net
DIANE WILSON, CLERK/TREASURER

MAYOR THOMAS TAYLOR
TRUSTEE JUDITH ZAYAC
TRUSTEE MICHAEL DOYLE
TRUSTEE PATRICIA PETRONI
TRUSTEE ANDREW SWIFT

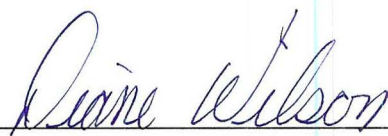
CABLE FRANCHISE RENEWAL RESOLUTION

WHEREAS, on Monday, October 10, 2011 at 7:00 pm in the Village of Cuba Hall, 17 E. Main Street., Cuba, New York the Board of Trustees held a Public Hearing on the renewal of the Time Warner Cable Franchise Agreement between the Village of Cuba and Time Warner,

NOW THEREFORE BE IT RESOLVED the Board of Trustees passed a resolution to sign the Time Warner Franchise Agreement with a MOTION by Trustee Michael Doyle and seconded by Trustee Andrew Swift with the following vote:

Trustee Michael Doyle	Aye
Trustee Andrew Swift	Aye
Trustee Patricia Petroni	Aye
Trustee Judith Zayac	Aye
Mayor Thomas Taylor	Aye

Dated this 10th day of
October, 2011



Diane Wilson, Clerk/Treasurer

SEAL

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Cuba, New York

AND

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

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of 10-10-11 between the Village of Cuba (the "Grantor") and Time Warner NY Cable 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 11/27/00 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 Cuba/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 Cuba. Such area shall include all areas annexed by the Village of Cuba. 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 or any successor thereto.
- 2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

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

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

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

- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (“Effective Date”) and shall expire (10) years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Cuba
Attn: Mayor
17 E. Main Street
Cuba, NY 14727

with a copy to: Grantor _____
Attn:

If to Grantee: Time Warner Cable
Attn: Government Relations
2875 Union Rd., Suite 359
Cheektowaga, NY 14227

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 Grantee 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 of the Village of Cuba is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

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

SECTION 5. EAS AND PEG.

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

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

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

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

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

notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

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

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

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

be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

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

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

- 6.8 System Abandonment.

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

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

SECTION 7. REPORTING PROVISIONS.

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

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

SECTION 8. CONSUMER PROTECTION PROVISIONS.

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

SECTION 9. FRANCHISE FEES.

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

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

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

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

10.2 Liability Insurance.

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

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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

shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

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

11.2. Removal After Revocation or Termination.

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

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.

- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

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

SECTION 14. MISCELLANEOUS PROVISIONS.

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

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of 10-10-11.

GRANTOR OF VILLAGE OF CUBA

By: Thomas [Signature]

Title: MAYOR

TIMEWARNER NY CABLE LLC

By: John F. Herbert [Signature]

Title: CFO - East Region

Approved as to form:

AFFIDAVIT

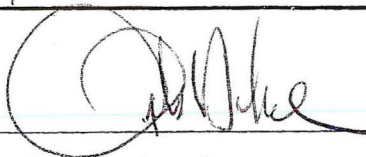
STATE OF NEW YORK

} ss.

ALLEGANY COUNTY

OAK DUKE being duly sworn, deposes and says that HE resides in the VILLAGE of WELLSVILLE, County of ALLEGANY, and the State of New York, that he is the PUBLISHER of the WELLSVILLE DAILY REPORTER, a public newspaper, published and printed DAILY in the VILLAGE of WELLSVILLE, and that a notice, of which the annexed is a printed copy, was published in said newspaper 2 time(s), said publication therein being on the following dates:

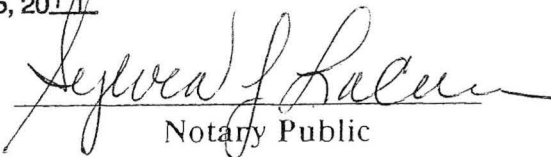
9-22, 29-2011



Subscribed and sworn to

before me this 7

SYLVIA J. LACHANCE Day of Oct, 20 11
Notary Public, State of New York
No. 01LA6041774
Qualified in Allegany County
Commission Expires May 15, 2014


Notary Public

Legals

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

VILLAGE OF CUBA
PLEASE TAKE NOTICE that the Village of Cuba will hold a Public Hearing on October 10, 2011 at 7:00 pm at the Cuba Village Hall, 17 E. Main Street, Cuba, NY, regarding renewal of the cable television franchise agreement by and between the Village of Cuba and Time Warner NY Cable LLC d/b/a Time Warner Cable. A copy of the agreement is available for public inspection during normal business hours at the Clerk's Office, 17 E. Main St., Cuba, NY. At such Public Hearing all persons will be given an opportunity to be heard. Written or oral statements will be taken at the time. Time limitations may be imposed for each oral statement if necessary. By order of the Village Board
Village of Cuba
9-22-11

AFFIDAVIT

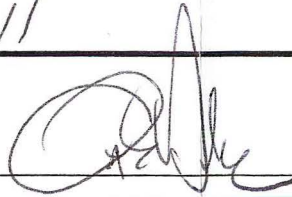
STATE OF NEW YORK

} ss.

ALLEGANY COUNTY

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11-1, 11-8-11

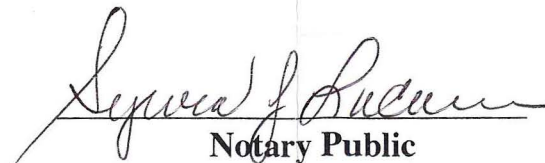


Subscribed and sworn to

before me this 22

Day of Nov, 20 11

SYLVIA J. LeCHANCE
Notary Public, State of New York
No. 01LA6041774
Qualified in Allegany County
Commission Expires May 15, 2014



Notary Public

LEGAL NOTICE
NOTICE FOR
APPLICATION OF
FRANCHISE RENEWAL
PLEASE TAKE NOTICE that
Time Warner NY Cable LLC,
d/b/a Time Warner Cable has
filed an application for renewal
of its Cable Television Franchise
in the Village of Cuba,
Allegany County, New York.
The application and all comments
filed relative thereto are
available for public inspection
at the Village of Cuba office
during normal business hours.
Interested persons may file
comments on the application
with the Village of Cuba Clerk,
17 E. Main Street, Cuba, NY
14727 and with the New York
State Public Service Commission
within 10 days of publication.