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June 17, 2009

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

RE: Application for Franchise Renewal – CAP Exchange I, LLC, d/b/a Time Warner Cable through its Buffalo Division and the Village of North Collins, New York

Dear Secretary Brilling:

We are herewith filing an original and four copies of the following:

1. R-2 Application for Franchise Renewal
2. Municipal Resolution granting renewal dated 09/02/08
3. Fully-executed copy of Franchise Renewal Agreement dated 10/01/08
4. Copy of latest annual test data compiled for this part of the Division's CATV System (attached CD)
5. Notice of Public Hearing
6. Legal Notice of Application for Renewal
7. Copy of Rates & Channel Line up

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

Respectfully,

Robin L. Wolfgang
Vice President, Public & Government Affairs
Time Warner Cable – WNY Division

RLW/ca

Enclosures

Cc: Richard M. Schaus, village Attorney

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **CAP EXCHANGE I, LLC** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF NORTH COLLINS**, County of Erie, New York.

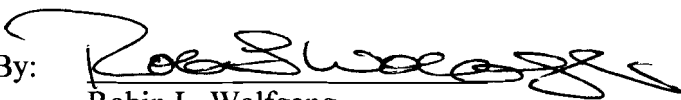
1. The exact legal name of the applicant is **CAP Exchange I, LLC**.
2. The applicant does business under the name **Time Warner Cable through its Buffalo Division**
3. Applicant's telephone number is:

**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 December, 2008 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 North Collins 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:
(see attached)
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 North Collins Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 06/18/09

By: 
Robin L. Wolfgang
Vice President, Public & Government Affairs
Time Warner Cable – Buffalo Division

4 & 5 - Subscribers (Lackawanna)

City of Lackawanna	5,252	Village of Barker	151
Village of Blasdell	932	Lancaster Village	3,148
Town of Hamburg	11,350	Lancaster Town	6,906
Town of Cheektowaga	24,043	Town of Clarence	8,381
Town of West Seneca	11,646	Orchard Park Village	920
Village of Sloan	1,001	Orchard Park Town	5,574
Town of Amherst	35,315	Town of Elma	3,372
Village of Williamsville	2,110	Town of Aurora	2,241
Town of Tonawanda	19,156	Village of East Aurora	2,277
Village of Kenmore	4,438	Town of Colden	693
Hamburg Village	2,000	Town of Holland	664
Village of Depew	4,900	Town of Wales	573
City of Tonawanda	4,462	Town of Evans	3,849
Town of Eden	1,851	Village of Angola	557
Town of Boston	1,934	Farnham Village	131
Town of Amherst	224	Town of Brant	225
City of North Tonawanda	9,467	Town of Yorkshire	322
Town of Grand Island	5,896	Village of Delevan	337
Town of Wheatfield	5,281	Town of Machias	397
Town of Pendleton	1,826	Town of Sardinia/Chaffee	224
City of Niagara Falls	15,031	Village of Springville	1,146
Village of Lewiston	1,419	Town of East Concord	377
Town of Lewiston	3,561	Village of Arcade	495
Town of Niagara	2,502	Town of Freedom/Sandusky	112
Town of Cambria	1,185	Town of Arcade	143
Village of Youngstown	672	Village of Gownada Erie	280
Town of Porter	1,246	Town of Collins	451
Town of Wilson	919	Town of Perrysburg	87
Village of Wilson	325	Town of Persia	16
Lockport City	5,619	Village of North Collins	352
Lockport Town	4,654	Town of Lawton	127
Town of Newfane	1,863	Village of Perrysburg	88
Town of Somerset	244	Village of Gownada Catt	506

9. NEW PLANT MILES - 2008 (Lackawanna)

City of Lackawanna	0.21	Village of Barker	0.02
Village of Blasdell	0.36	Lancaster Village	0.03
Town of Hamburg	2.70	Lancaster Town	1.68
Town of Cheektowaga	3.13	Town of Clarence	2.41
Town of West Seneca	0.79	Orchard Park Village	0.32
Village of Sloan	0.00	Orchard Park Town	3.16
Town of Amherst	7.04	Town of Elma	1.54
Village of Williamsville	0.27	Town of Aurora	1.31
Town of Tonawanda	0.89	Village of East Aurora	0.87
Village of Kenmore	0.02	Town of Colden	0.61
Hamburg Village	0.00	Town of Holland	0.35
Village of Depew	0.69	Town of Wales	0.22
City of Tonawanda	0.02	Town of Evans	0.37
Town of Eden	1.48	Village of Angola	0.23
Town of Boston	0.23	Farnham Village	0.00
Town of Amherst	7.04	Town of Brant	0.00
City of North Tonawanda	0.79	Town of Yorkshire	0.67
Town of Grand Island	1.41	Village of Delevan	0.06
Town of Wheatfield	2.46	Town of Machias	0.00
Town of Pendleton	0.29	Town of Sardinia/Chaffee	0.03
City of Niagara Falls	1.39	Village of Springville	0.01
Village of Lewiston	0.00	Town of East Concord	0.00
Town of Lewiston	0.53	Village of Arcade	0.00
Town of Niagara	0.15	Town of Freedom/Sandusky	0.00
Town of Cambria	0.71	Town of Arcade	0.88
Village of Youngstown	0.64	Village of Gownada Erie	0.09
Town of Porter	0.42	Town of Collins	0.04
Town of Wilson	0.08	Town of Perrysburg	0.00
Village of Wilson	0.02	Town of Persia	0.00
Lockport City	0.34	Village of North Collins	0.10
Lockport Town	1.35	Town of Lawton	0.00
Town of Newfane	0.22	Village of Perrysburg	0.00
Town of Somerset	0.09	Village of Gownada Catt	0.00

VILLAGE OF NORTH COLLINS

10543 Main Street
PO Box 459
NORTH COLLINS, NY 14111-0459

Phone (716) 337-3160

Fax (716) 337-3265

John Mrozek
Mayor
570-5992

STATE OF NEW YORK
Village of North Collins
County of Erie

RESOLUTION

Brenda Bauer-Petrus
Trustee

In the Matter of the Renewal of the Cable Television Franchise Held by
CAP EXCHANGE I, LLC IN THE Village of North Collins, Erie County, New York

Anthony George
Trustee

An application has been duly made to the Board of the Village of North Collins, County of Erie, New York, by CAP EXCHANGE I, LLC ("Time Warner"), a partnership organized under the laws of the State of New York doing business at 355 Chicago Street, Buffalo, NY 14204, and holder of a cable television franchise in the Village of North Collins for the approval of an agreement to renew Time Warner's cable television franchise for an addition ten (10) years commencing March 13, 1997. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended and certain court rulings.

Paul Lawton, II
Trustee

A public hearing was held in the Village of North Collins on September 2, 2008 at 7:15 p.m. and notice of the hearing was published in the Hamburg Sun on August

Jennie Alessi
Trustee

NOW, THEREFORE, the Board of the Village of North Collins finds that:

Kathleen Myers
Clerk and Treasurer

1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and
3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

Richard Schaus
Attorney

Public Works
Department
337-2407

Gene Degman
Code Enforcement
337-3115

BE IT FURTHER RESOLVED that the Board of the Village of North Collins hereby renews the cable television franchise of Time Warner in the Village of North Collins for ten (10) years commencing March 13, 2007 and expiring March 12, 2017.

BE IT FURTHER RESOLVED that the Board of the Village of North Collins hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on March 13, 2007.

The foregoing having received a yea vote was thereby declared adopted.

Dated: 11/26/08


Village of North Collins Clerk

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

VILLAGE OF NORTH COLLINS

THIS AGREEMENT, executed this 18 day of Sept, 08, by and between the Village of North Collins (hereafter referred to as "the Municipality") by the _____ acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as "the Board") and CAP Exchange I, LLC, the local place of business of which is located at 2875 Union Road, Suite 359, Cheektowaga, NY 14227 hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, pursuant to the Municipality Law the Board has the exclusive power on behalf of the Municipality to grant franchises providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality of to any franchisee for or relating to the occupation of the Streets; and

WHEREAS, subject to the Communications Act of 1934, as amended, (the "Communications Act") the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and Time Warner Cable pursuant to said Federal Law and pursuant to applicable State laws and the regulations promulgated thereunder, have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, the Municipality has conducted negotiations with Time Warner Cable and has conducted one or more public hearings on Time Warner Cable's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of Time Warner Cable's technical ability, financial condition and character; said public hearing also included consideration and approval of Time Warner Cable's plans for constructing and operating the cable television system; and

WHEREAS, following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Time Warner Cable's franchise as provided hereinafter; and

WHEREAS, the Board, in granting this franchise renewal, embodied in the agreement the results of its review and any negotiations with Time Warner Cable and has determined that said franchise agreement and Time Warner Cable respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("NYSPSC");

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 - DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) “Board” means the local governing body of the Municipality.
- (b) “Cable Television Service” means:
 - (1) The one way transmission to Subscribers of Video Programming, or other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (c) “Cable Television System” means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (d) “Effective Date” of this agreement shall be the date of the issue of an order of approval of this franchise renewal agreement by the New York Public Service Commission.
- (e) “FCC” means the Federal Communications Commission, its designees and any successor hereto.
- (f) “Franchise” means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (g) “Gross Revenues” means all revenues (as determined in accordance with GAAP), net of franchise fees, actually received by and paid to Time Warner Cable by subscribers residing within the Municipality for Cable Television Service purchased by subscribers.
- (h) “May” is permissive.
- (i) “Municipality” means the Municipality. Wherever the context shall permit, Board, Council and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (j) “NYSPSC” means New York State Public Service Commission.

- (k) "Person" means an individual, partnership, association, corporation, joint stock company trust, corporation, or organization of any kind.
- (l) "Shall" or "will" are mandatory.
- (m) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.
- (n) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided by Time Warner Cable over its Cable Television System.
- (o) "Time Warner Cable" means CAP Exchange I, LLC.
- (p) "Video Programming" means any and all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT

The Municipality hereby grants to Time Warner Cable the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across any and all said Streets such facilities (e.g., poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property) as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes Time Warner Cable to use any and all easements dedicated to compatible uses, such as cable, electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such facilities of the Cable Television System as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Upon request by Time Warner Cable and at Time Warner Cable's sole expense, the Municipality hereby agrees to assist Time Warner Cable in gaining access to and using such easements.

- (b) Nothing in this Franchise shall limit the right of Time Warner Cable to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Time Warner Cable. The provision by Time Warner

Cable of any service other than cable service shall be subject to all applicable laws and regulations.

- (c) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to Cable Television Service.
- (d) In the event the Municipality grants to any other Person (being referred to as "Grantee" 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 Municipality shall insert the following language or language of 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:

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

- (e) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder. The municipality may not award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.
- (f) As used in this Section, the phrase, "occupancy or use of Streets," or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.
- (g) Notwithstanding any other provision in this Franchise: In the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Municipality to obtain a franchise from the Municipality for the construction, operation or maintenance of a cable system, then, Time Warner Cable shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Time Warner Cable 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. Time Warner Cable shall remain subject to all applicable laws and regulations with respect to abandonment of service. Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Municipality in a way that reduces the regulatory or economic burdens for such person, then, at Time Warner Cable's request, the Municipality shall agree with Time Warner Cable to amend this Franchise to similarly reduce the regulatory or economic burdens on Time Warner Cable. It is the intent of this section that, at Time Warner Cable's election, Time Warner Cable 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 Municipality. To the extent any acts pursuant to this section result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYSPSC as required by law and regulation.

Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Municipality in a way that reduces the regulatory or economic burdens for such persons, then, at Time Warner Cable's request option, the Municipality shall agree to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Time Warner Cable.

It is the intent of this section, at its election, Time Warner Cable shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system in the Municipality.

SECTION 3 - APPROVAL OF COMPANY BY MUNICIPALITY

- (a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The Municipality hereby acknowledges and agrees that this Franchise has been entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter referred to as the "Communications Act"). The Municipality hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with Time Warner Cable for the purposes of evaluating Time Warner Cable and negotiating and consummating this Franchise.

- (b) In a full and public proceeding, affording due process, the Municipality has considered and approved Time Warner Cable's technical ability and character and has considered and found adequate Time Warner Cable's plans for constructing and operating the cable system.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be for ten (10 years).

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

In the event Time Warner Cable transfer this franchise to another party, notice thereof shall be provided to the Municipality and the transferee shall agree, upon the transfer, to abide by the terms and conditions of its Franchise.

SECTION 6 - REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
 - (i) Time Warner Cable fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Time Warner Cable comply or take said reasonable steps to comply within said sixty days notice, the Municipality's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise.
- (b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof, which ordinance or resolution shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing Time Warner Cable with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable may choose and the

revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the Municipality from all liability, damage and costs or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The Municipality shall promptly notify Time Warner Cable of any claim for which it seeks indemnification; afford Time Warner Cable the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Time Warner Cable all relevant information under its control.

- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Municipality evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

- (a) Time Warner Cable hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by Time Warner Cable for Time Warner Cable's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, Time Warner Cable may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

- (b) Subject to the provisions of sub-paragraph (c) below, in such areas of the Municipality where it shall hereafter be duly required that all utility lines be installed underground, Time Warner Cable shall install its lines underground in accordance with such requirement.

- (b) Notwithstanding the foregoing, if Time Warner Cable shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Municipality shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the Municipality as a result of the relocation or other improvements by the Municipality of any such Streets, it shall be the obligation of Time Warner Cable on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality. In the event any other person, including a public utility, is compensated for similar relocation or reinstallation then in such case Time Warner Cable shall be similarly compensated.

- (b) Time Warner Cable shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, and/or the raising or lowering of wires or other property shall be paid in advance to Time Warner Cable by the person requesting the same. Time Warner Cable shall be given in such cases not less than ten (10) working days prior written notice in order to arrange for the changes required.

SECTION 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Time Warner Cable in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.

- (b) Time Warner Cable agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.

- (c) Whenever Time Warner Cable or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to Time Warner Cable from the Municipality or after Time Warner Cable becomes aware of the same, in such fashion so as to restore the property or Street to substantially the same serviceable condition. Time Warner Cable is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e., in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Time Warner Cable's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

Time Warner Cable shall continue to provide cable service to all subscribers who meet their obligations to Time Warner Cable with respect to such service. Time Warner Cable shall not, without the written consent of the Municipality and the Public Service Commission, abandon its cable television system or any portion thereof.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the Rules of the NYSpsc.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.

- (b) Time Warner Cable shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC.

- (d) Throughout the term of this Franchise, the cable system shall have a capacity of at least 750 Mhz.

SECTION 14 - RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. The rates and charges imposed by the franchisee for cable television service shall be subject to regulation in accordance with federal law.

SECTION 15 - INSPECTION OF RECORDS

- (a) Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.

- (b) Municipality and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

- (c) Municipality will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised Municipality of the confidential nature of the information. In the event that the Municipality receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Municipality will give Time Warner Cable notice of such request as soon as possible prior to disclosure in order to allow Time Warner Cable to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Time Warner Cable shall comply with the standards for public, educational and governmental (PEG) access as set forth in Section 895.4 of the Rules of the NYSPSC.

SECTION 17 - SUBSCRIBER SERVICES

- (a) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Parts 890 and 896 of the Rules and Regulations of the NYSPSC as well as the cable service customer obligations established by the FCC.
- (b) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Time Warner Cable having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (c) Time Warner will provide a standard installation of 150 feet and one (1) outlet of basic and standard cable service, at no charge, to any building owned by the Municipality and used for municipal purposes and to any public primary or secondary school and public library, situated in areas served by its existing cable system.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the Municipality a franchise fee in an amount equal to 5% of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the quarter. Time Warner Cable shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.
- (d) Audit: Subject to the confidentiality requirements set forth in this Franchise and the Municipality's imposition of comparable obligations to those contained in this Section on all cable service providers, Time Warner Cable shall be responsible for making available to the Municipality for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees. If said audit is conducted by an independent third party, no auditor so employed by the Municipality shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any. The Municipality shall not conduct an audit more frequently than once every three (3) years.

**SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS
REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION**

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.
- (b) To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is approved by the Municipality.
- (e) Time Warner Cable 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 because of age, race, creed, color, national origin or sex.
- (f) Access to cable service will not be denied to any group or potential residential subscribers because of the income of the residents of the local area in which such group resides.
- (g) The terms of the franchise are subject to the approval of the Public Service Commission (PSC).
- (h) Per Section 895.1(t) of the NYSPSC rules, any valid reporting requirements contained in the franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees.

SECTION 20 – ADMINISTRATION OF THE FRANCHISE

The officer of the Municipality responsible for the continuing administration of this Franchise shall be the Village Mayor.

SECTION 21 - NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail, or overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and Municipality may change where notice is to be given by giving notice to the other.

When notices sent to Time Warner Cable:

Time Warner Cable
Attn: Manager Government Affairs
2875 Union Road, Suite 359
Cheektowaga, NY 14227
Telephone: (716) 558-8559
Facsimile: (716) 558-8576

When notices sent to the Municipality:

Mayor John Mrozek
Village of North Collins
10543 Main Street
North Collins, NY 14111
Telephone: 716-337-3160

SECTION 22 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable 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 strike; 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 Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's 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 thereafter as shall have been necessitated by any such events or conditions.

SECTION 23 - RIGHTS OF ENFORCEMENT

Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 24 - FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Time Warner Cable may reasonably request in order to effect and confirm this Franchise and the rights and obligations contemplated herein.

SECTION 25 - INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSpsc.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.

The headings of the various Sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Franchise.

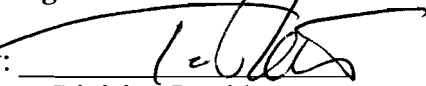
The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 26 - NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or to the public in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1 day of October, 08.

CAP EXCHANGE I, LLC
d/b/a Time Warner Cable
through its Buffalo Division

By: 
Division President

VILLAGE OF NORTH COLLINS

By: 
Officer Name
John Mrozek

Title: Village Mayor

**LEGAL NOTICE FOR
APPLICATION OF
FRANCHISE RENEWAL**

PLEASE TAKE NOTICE that CAP Exchange I, LLC, db/a Time Warner Cable, through its Buffalo Division has filed an application for renewal of its Cable Television Franchise in the village of North Collins, Erie County, New York.

The application and all comments filed relative thereto are available for public inspection at the village of North Collins office during normal business hours. Interested persons may file comments on the application with the village of North Collins Clerk, 105 1/2 Main St., North Collins, NY 14111.

AFFIDAVIT OF PUBLICATION

State of New York)
) SS
County of Erie)

The undersigned is the billing supervisor of The SUN, a weekly newspaper published in the county of Erie, in the state of New York.

A notice regarding Time Warner Cable Village was published in said newspaper commencing on: 4/9/09

and ending on: 4/16/09

The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit.

Linda Biedas

Sworn to before me on 22nd day of May, 2009.

Mary E. Granger

MARY E. GRANGER
Notary Public, State of New York
Qualified in Erie County
Commission Expires Sept 3, 2010

Prices and Packages

Digital Cable is the foundation for your packaging options. It includes Broadcast and Standard Service, plus access to additional digital channels, Movies On Demand, 45 channels of digital-quality Music, an Interactive Program Guide and more!

Add this tier to Digital Cable and receive additional digital channels with a variety of programming for the entire family including Kids, Sports, Lifestyle, Music and much more.

Add this tier to Digital Cable and receive additional digital movie channels from love stories to independent films. Movie buffs will love this tier.

Add this tier to Digital Cable and receive professional basketball, hockey, college sports and more. Sports fans, this tier is for you.

Add this tier to Digital Cable and receive additional Spanish language digital channels including Sports, Kids, Music and News programming.

Add this tier to Digital Cable and receive additional HD channels with theater-like picture quality and sound that only HDTV can deliver.

All The Best includes Digital Cable, Road Runner High Speed On Line and Home Phone. Talk and View includes Digital Cable and Home Phone. Surf and View includes Digital Cable and Road Runner High Speed On Line. Talk and Surf includes Home Phone and Road Runner High Speed On Line.

* Digital Cable required to receive Digital Tiers. Equipment required for digital features. Equipment costs are not included in package rates. Prices may vary. Call for package prices and complete details. Prices do not include applicable fees, federal, state or local taxes. Services and programming subject to availability. Cable modem required for Road Runner High Speed On Line and Home Phone. Cable modem is not included in package rates. Modem included in Road Runner High Speed On Line a la carte rates.

** Digital Terminal required.

*** Rates may vary due to FCC regulation formula in compliance with the Telecommunications Act and do not include franchise fees.

— Subject to tax.

^ First additional set or Digital Home Terminal installed - \$29.95. Each additional set or Digital Home Terminal installed during the same trip - \$19.95. Any customer initiated damages will be charged on a time and materials basis.

^^^ HDTV Terminal required.

1) You are entitled to notice of all programming and other services offered on this cable television system and the rates and charges for those services: a) at the time you first subscribe to this system; b) at the time you request any change in service; c) at the time you make a request for any such information and disseminate.

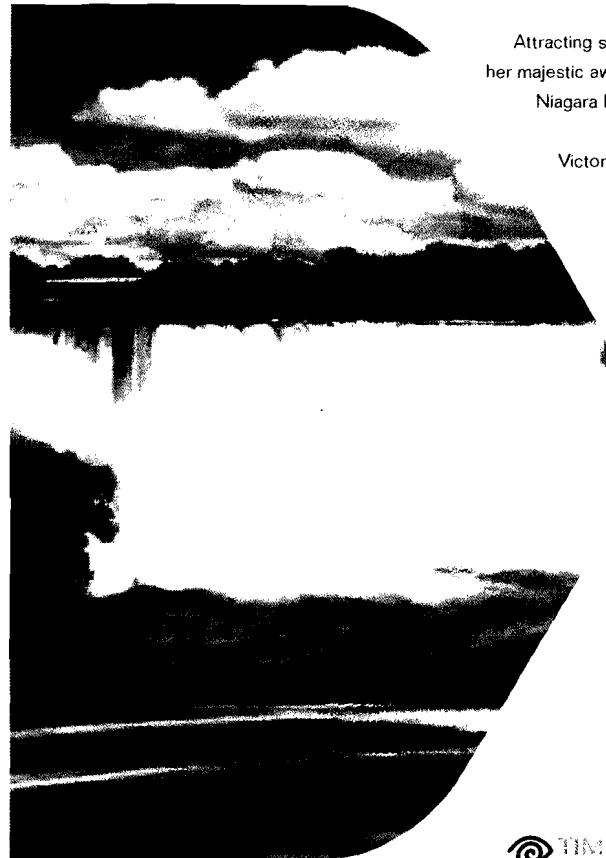
2) You are entitled to notice whenever a network or channel is removed from a service tier to which you are subscribing. You are also entitled to notice of certain other changes in programming. We will give you notice of these significant changes thirty days prior to the effective date of the change if we know about the change sufficiently in advance, or we will give you notice within thirty days of the date upon which we first learn of the change. Upon receipt of the notice, you may elect to terminate your service or downgrade your service to a less expensive tier at no charge provided that you tell us of your decision within thirty days of the receipt of the notice.

3) In addition to the foregoing, if a network or channel is moved from one service tier to another or is removed from one system altogether and you first subscribed to our system during the six months preceding the date of change or upgraded your service during the six months preceding the date of change, under certain circumstances, you may be entitled to a refund of installation, upgrade, or other one-time charges paid to us if you choose to terminate or downgrade your subscription after the change. If a network is moved from our basic service tier to a more expensive tier, under certain circumstances, you may also have the opportunity to upgrade to the more expensive tier at no charge, and receive the more expensive tier, also at no charge, for a period of six months. If a network is removed from basic cable service and is not available anywhere on the system, under certain circumstances, you may be entitled to a credit for a portion of your monthly service payment for a fixed period of time after the network is removed from the system.

The specific criteria for determining your eligibility for one or more of these opportunities will be explained to you in detail if and when it becomes necessary for us to give you notice of a change in programming.

In addition to these rights, you are entitled to notice of our billing practices and customer complaint procedures consistent with the New York State Public Service Commission. Codes are also available to any customer upon request. TM & © Warner Bros. Entertainment (907)

Erie & Niagara County
 All the Best Package



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 Attracting some 12 Million tourists to her majestic awesome beauty each year, Niagara Falls is the second largest falls on the globe next to Victoria Falls in southern Africa.



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On the Web: timewarnercable.com/wny



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ERIE & NIAGARA COUNTY

5209 12/08 6005

Digital Cable\$63.95
 (Consists of Broadcast, Standard and Digital Cable)

All The Best.....\$125.95
 Talk and View\$95.95
 Surf and View\$95.95
 Talk and Surf\$80.95
 Home Phone Unlirrited\$39.95
 Home Phone In-State\$29.95
 Home Phone Local\$24.95

Movie Tier\$5.00
 Sports Tier\$5.00
 Variety Tier\$6.00
 High Def Tier\$6.00
 Espanol Tier\$6.00

HBO The Works\$12.95
 Cinemax\$12.95
 Starz\$12.95
 Showtime\$12.95
 Howard Stern On Demand\$13.99
 Too Much For TV\$14.99
 Disney On Demand\$3.99

DVR Service (per DVR terminal).....\$7.95
 Standard HD TierFree

Road Runner Turbo\$54.90
 Road Runner Standard\$44.95
 Road Runner Basic\$29.95
 Road Runner Lite\$19.95
 (Prices include the lease of a modem)

Road Runner Turbo\$59.94
 Road Runner Standard\$49.99
 Road Runner Basic\$32.99
 Road Runner Lite\$24.99
 (Prices include the lease of a modem)

iN DEMAND Movies & Special EventsVariable
 Movies On DemandVariable
 HD Movies & Events On DemandVariable
 Adult Programming Pay-Per-ViewVariable
 (Please call for more information on availability and pricing)

MLB Extra Innings (Major League Baseball).....April – September
 NBA League Pass (NBA Basketball).....November – April
 ESPN GamePlan (NCAA Football)September – November
 NHL Center Ice (National Hockey League)October – April
 ESPN FullCourt (NCAA Basketball)November – March
 (Please call for Early Bird and Regular Pricing)

Primary Outlet:
 Digital Home Terminal\$7.33

ERIE & NIAGARA COUNTY

12/08

DVR Terminal\$7.33
 HDTV Terminal\$7.33
 HDTV/DVR Combo Terminal\$7.33
 CableCARD\$4.95
 Modem Lease\$3.00
 Home Networking Modem Lease\$5.95
Additional Outlets (Each):
 Digital Home Terminal\$9.33
 DVR Terminal\$9.33
 HDTV Terminal\$9.33
 HDTV/DVR Combo Terminal\$9.33
 CableCARD\$6.95

Installation of Unwired Homes\$39.95
 Installation of Pre-wired Homes\$29.95
 Underground Burial InstallationTime & Materials
 Non-Standard InstallationTime & Materials
 Relocate Outlet\$29.95
 Trip Charge\$25.00
 Install Additional Outlet on Initial Trip\$19.95
 Install Additional Outlet on Separate Trip\$29.95
 Technician Cable Modem Installation\$29.95
 Home Networking Modem Installation (2 Computers)\$29.95
 Install Additional Computers for Home Networking\$29.95
 Downgrade (Separate Trip)\$25.00
 Parental ControlAvailable Upon Request
 Home Phone Activation Fee\$19.99
 Non-Sufficient Funds Fee\$20.00
 Late Payment fee\$5.00
 Unreturned Cable Modem\$39.00
 Unreturned Digital Home Terminal\$200.00
 Unreturned Home Networking Modem\$99.00
 Unreturned DVR Terminal\$330.00
 Unreturned HDTV Terminal\$258.00
 Unreturned HD/DVR Terminal\$380.00
 Unreturned Cable Card\$100.00
 Unreturned Electronic Multimedia Terminal Adapter (EMTA)\$113.00

Standard Service.....\$61.14
 Additional Outlets with Standard ServiceFree

Pendleton, Wheatfield, Grand Island, Village of Lewiston, Youngstown.....\$9.00
 West Seneca, City of Tonawanda, Town of Cambria, Boston, Town of Colden, Town of Holland,
 Town of Aurora, Village of East Aurora, Eden, Town of Wales, Cheektowaga, Depew,
 Kenmore, Sloan, Tonawanda, Williamsville, Hamburg, Village of Hamburg, Amherst, Blasdell,
 Lackawanna, North Tonawanda, Niagara Falls, Porter, Town of Niagara, Town of Wilson,
 Village of Wilson, Town of Lewiston\$10.00
 Derby, Brant, Evans, Angola, Farnham Village.....\$13.00
 Barker, City of Lockport, Clarence, Elma, Village of Orchard Park, Lancaster,
 Village of Lancaster, Newfane, Town of Orchard Park, Somerset, Town of Lockport,
 Suburban Acres, Rapids Park\$16.16

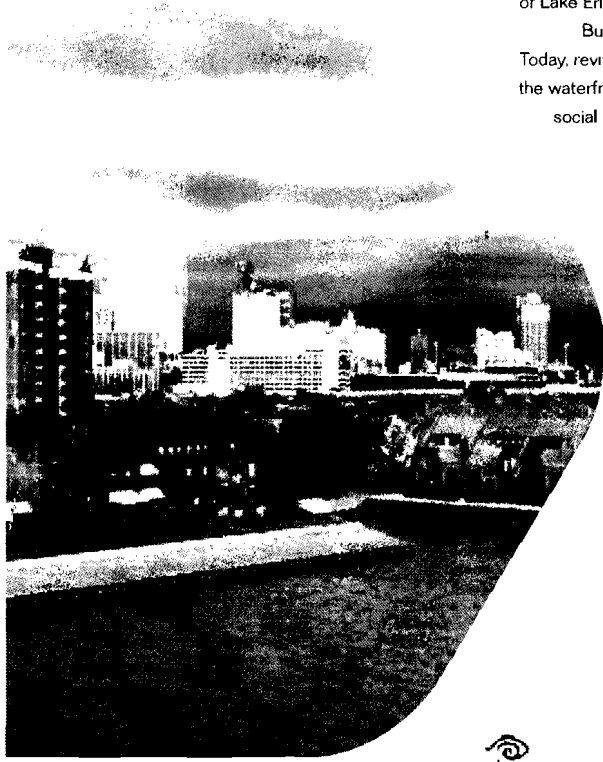


Channel Line Up

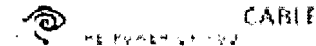
401	SOUNDS OF THE SEASON	800	TWC DVR
402	TODAY'S COUNTRY		
403	CLASSIC COUNTRY		
404	BLUEGRASS	799	FREE MOVIES HD New!
405	HIP-HOP AND R&B	902	MOVIE TRAILERS
406	CLASSIC R&B	905	LIFESTYLES AND LEARNING
407	R&B SOUL	909	FREE MOVIES
408	R&B HITS	910	CUTTING EDGE
409	RAP	916	PRE-SCHOOL KIDS
410	METAL	917	KIDS
411	ROCK	923	FIND IT
412	ARENA ROCK	924	MUSIC
413	CLASSIC ROCK	926	ENTERTAINMENT
414	ADULT ALTERNATIVE	927	BBC AMERICA
415	ALTERNATIVE	929	A&E
416	RETRO-ACTIVE	930	NATIONAL GEOGRAPHIC
417	ELECTRONICA	932	WORLD AND NEWS
418	DANCE	934	OXYGEN
419	LITE HITS	935	LIFESKOOL
420	ADULT TOP 40	936	TV GUIDE NETWORK
421	HIT LIST	937	MUSIC CHOICE POP
422	KIDZ ONLY!	938	MUSIC CHOICE URBAN
423	PARTY FAVORITES	940	SPORTSKOOL
424	SHOWCASE	941	MY LIFE
425	90'S	942	EXERCISE TV
426	80'S	943	AUTOMOTIVE
427	70'S	944	JOURNEY TV
428	SOLID GOLD OLDIES	945	SPORTS
429	SMOOTH JAZZ	989	YOUR NEIGHBORHOOD EXPERT
430	JAZZ	997	WESTERN NEW YORK
431	BLUES	1279	POLITICS
432	REGGAE		
433	SOUNDSCAPES		
434	EASY LISTENING	796	ADULT HD New!
435	BIG BAND & SWING	797	MOVIES HD New!
436	SINGERS & STANDARDS	900	MOVIES
437	SHOW TUNES	912	ADULT
438	CONTEMPORARY CHRISTIAN	913	EVENTS
439	GOSPEL	915	KIDS AND TEENS MOVIES
440	CLASSICAL MASTERPIECES	920	THRILLER MOVIES
441	LITE CLASSICAL	921	CLASSIC MOVIES
442	POP LATINO	922	OUTRAGEOUS
443	MUSICA URBANA		
444	SALSA Y MERENGU		
445	MEXICANA		
		901	STARZ
		903	SHOWTIME
450	CRN 1	904	THE MOVIE CHANNEL
451	CRN 2	906	HBO
452	CRN 3	907	CINEMAX
453	CRN 4	908	HOWARD STERN
454	CRN 5	918	DISNEY
455	CRN 6	919	TOO MUCH FOR TV

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2	WGRZ NBC BUFFALO (B)	98	STYLE	734	NATIONAL GEOGRAPHIC HD* New!	728	ESPN NEWS HD New!
3	WNED PBS BUFFALO (B)	99	HOME SHOPPING NETWORK (B)	743	BIOGRAPHY HD* New!	730	MSG HD New!
4	WIVB CBS BUFFALO (B)			748	TOON DISNEY HD* New!	731	SNY HD New!
6	WUTV FOX BUFFALO (B)	1	TWC INFORMATION	751	LIFETIME MOVIE NETWORK HD* New!	735	TRAVEL CHANNEL HD New!
7	WKWB ABC BUFFALO (B)	101	DISCOVERY KIDS			736	TLC HD New!
8	WNYO MYTV BUFFALO (B)	102	DISCOVERY SCIENCE	147	INDEPENDENT FILM CHANNEL	737	SCIENCE CHANNEL HD New!
9	C-SPAN (B)	103	PLANET GREEN	148	SUNDANCE CHANNEL	738	DISCOVERY CHANNEL HD New!
10	EWTV (B)	104	INVESTIGATION DISCOVERY	220	FLIX	739	ANIMAL PLANET HD New!
11	WNGS RTN:11 (B)	105	DISCOVERY HEALTH CHANNEL	247	ENCORE	740	DISCOVERY HD THEATER
12	WNYB TBN JAMESTOWN (B)	107	GAME SHOW NETWORK	248	ENCORE LOVE	741	PLANET GREEN HD New!
13	TIME WARNER CABLE SPORTSNET	112	I LIFE TV	249	ENCORE WESTERNS	742	A&E HD
14	QVC (B)	115	MTV2	250	ENCORE MYSTERIES	744	HISTORY HD New!
15	CFTO TORONTO (B)	121	THE GOLF CHANNEL	251	ENCORE DRAMA	749	ABC FAMILY HD New!
16	WNLO CW 23 BUFFALO (B)	123	FTV TV	252	ENCORE ACTION	750	DISNEY HD New!
17	CBLT CBC TORONTO (B)	125	FOX SOCCER CHANNEL	253	ENCORE WAM	760	PALLADIA
18	ION TV IND BATAVIA (B)	126	SOAPNET			770	YES HD
19	C-SPAN2 (B)	127	NY STATE LEGISLATIVE			771	VERSUS/GOLF CHANNEL HD
20	PUBLIC ACCESS (B)	128	BLOOMBERG TV	130	COLLEGE SPORTS TV	772	GOLF CHANNEL HD New!
21	(B) WNED THINKBRIGHT	133	FOX REALITY	131	THE TENNIS CHANNEL		
22	GOVT ACCESS (B)	137	ESPNU	132	FUEL	780	HBO HD
23	TBS	138	ESPN NEWS	136	ESPN DEPORTES	781	SHOWTIME HD
24	TNT	139	ESPN CLASSIC	140	NBA TV	782	STARZ HD
25	SPORTSNET NY	146	REELZ	141	OUTDOOR CHANNEL	783	CINEMAX HD
26	ESPN	155	NICK TOONS	149	FOX COLLEGE SPORTS ATLANTIC		
27	ESPN2	156	VH1 CLASSIC	150	FOX COLLEGE SPORTS CENTRAL		
28	MSG	157	MTV JAMS	151	FOX COLLEGE SPORTS PACIFIC	201	HBO
29	LIFETIME TELEVISION	158	BOOMERANG	171	NHL NETWORK	202	HBO2
30	CNN	159	CMT PURE COUNTRY	729	NHL NETWORK HD* New!	203	HBO SIGNATURE
31	HEADLINE NEWS	160	MTV HITS	732	TENNIS CHANNEL HD* New!	204	HBO FAMILY
32	FOX NEWS CHANNEL	162	TV ONE	733	OUTDOOR CHANNEL HD* New!	205	HBO COMEDY
33	CNBC	167	FOX BUSINESS			206	HBO ZONE
34	MSNBC	168	TRINITY BROADCASTING	136	ESPN DEPORTES	211	CINEMAX
35	TRUTV	169	FAMILYLAND	280	HISTORY CHANNEL EN ESPANOL	212	MOREMAX
36	USA NETWORK	170	DAYSTAR	281	TR3S	213	ACTION MAX
37	TV LAND	260	BRIDGES TV	283	DISCOVERY EN ESPANOL	214	THRILLER MAX
38	SCI-FI CHANNEL			284	CINE LATINO	215	WMAX
39	TLC			285	MUN2	216	@MAX
40	DISCOVERY CHANNEL	106	MILITARY CHANNEL	286	FOX SPORTS WORLD ESPANOL	217	SSTARMAX
41	HISTORY	108	FOX MOVIE CHANNEL	287	CNN EN ESPANOL	218	OUTERMAX
42	A&E	109	BBC AMERICA	288	TOON DISNEY ESPANOL	220	FLIX
43	ABC FAMILY CHANNEL	110	AMERICAN LIFE TV NETWORK			221	SHOWTIME
44	NICKELODEON	111	FUSE			222	SHOWTIME TOO
45	DISNEY CHANNEL	113	LIFETIME MOVIE NETWORK	753	MGM HD New!	223	SHOWTIME SHOWCASE
46	CARTOON NETWORK	114	WGRZ NBC WEATHER PLUS	789	HALLMARK MOVIES New!	224	SHOWTIME EXTREME
47	ANIMAL PLANET	116	GREAT AMERICAN COUNTRY	790	UNIVERSAL HD	231	THE MOVIE CHANNEL
48	AMERICAN MOVIE CLASSICS	117	THE WORD NETWORK	791	HD NET	232	THE MOVIE CHANNEL XTRA
49	THE WEATHER CHANNEL	119	TOON DISNEY	792	HDNET MOVIES	241	STARZ
50	FOOD NETWORK	120	NATIONAL GEOGRAPHIC	793	MOJO	243	STARZ EDGE
51	HGTV	122	SPEED			244	STARZ KIDS & FAMILY
52	TRAVEL CHANNEL	124	WE			245	STARZ CINEMA
53	BRAVO	129	G4/TECH TV	702	NBC HD (WGRZ BUFFALO)	246	STARZ IN BLACK
54	E! ENTERTAINMENT	134	FINE LIVING NETWORK	703	PBS HD (WNED BUFFALO)		
55	COMEDY CENTRAL	135	GOSPEL MUSIC CHANNEL	704	CBS HD (WIVB BUFFALO)		
56	TURNER CLASSIC MOVIES	142	SPROUT	706	FOX HD (WUTV BUFFALO)	300	PAY-PER-VIEW INFO
57	FX NETWORK	143	THE BIOGRAPHY CHANNEL	707	ABC HD (WKWB BUFFALO)	301-307	PAY-PER-VIEW HITS
58	COUNTRY MUSIC TELEVISION	144	HISTORY INTERNATIONAL	708	WNYO MYTV BUFFALO HD	341	PLAYBOY PPV
59	BLACK ENTERTAINMENT TV	145	DO IT YOURSELF NETWORK	715	HGTV HD New!	342	CLUB JENNA
60	MTV	152	THE N	716	FOOD NETWORK HD New!	343	PENTHOUSE
61	VH1	153	NICKELODEON 2	719	FOX BUSINESS NETWORK HD New!	344	CLIPS
62	SPIKE TV	154	NOGGIN	720	FOX NEWS HD New!	345	BLOX
68	OXYGEN	161	LOGO	721	CNN HD New!	346	BLUE
69	HALLMARK	163	VH1 SOUL	723	TBS HD New!	501-506, 510-519, 531-544	
70	YES NETWORK	164	BET JAZZ	724	TNT HD		SPORTS PAY-PER-VIEW
71	VERSUS	165	CURRENT	725	ESPNU HD New!	773	GAME HD - MLB/NHL New!
72	LEASED ACCESS	166	CNBC WORLD	726	ESPN HD	774	TEAM HD - NBA New!
95	TV GUIDE CHANNEL (B)	281	MTV TR3S	727	ESPN2 HD	798	PAY PER VIEW HD New!

(B) indicates channels in Basic service. All channels and services may not be available in all areas. Channel lineup subject to change.

* Requires HD Service in order to receive. Some new channels may not be available until December 2008.



Channel Lineup

Time Warner Cable - WNY Suburban

Channel Lineup and pricing packages are subject to change.

You may not have access to all the channels listed below for your area. Your individual cable subscription level, plus any additional premium channels you purchase separately determines the channels you may view.

Not seeing what you're looking for? **Select another lineup** or **Try another ZIP Code**

Basic

- 2 **WGRZ NBC (Buffalo)**
- 3 **WNED PBS (Buffalo)**
- 4 **WIVB CBS (Buffalo)**
- 6 **WUTV FOX (Buffalo)**
- 7 **WKBW ABC (Buffalo)**
- 8 **WNYO MyTV (Buffalo)**
- 9 Your News Now - Buffalo
- 10 **EWTN**
- 12 **WNYB TBN (Jamestown)**
- 13 Time Warner Cable SportsNet
- 14 **QVC**
- 15 **CFTO**
- 16 **WNLO - CW 23**
- 17 CBLT- Toronto
- 18 **ION Television**
- 19 **C-SPAN 2**
- 20 Public Access
- 21 **Educational Access/WNED**
Thinkbright
- 22 Government Access
- 95 **TV Guide Channel**
- 96 **C-SPAN: Cable Satellite Public**
Affairs Network
- 99 **HSN**

Standard

- 23 **TBS**
- 24 **TNT**
- 25 **SportsNet New York**
- 26 **ESPN**

27	ESPN-2
28	MSG
29	Lifetime Television
30	CNN
31	HLN
32	Fox News Channel
33	CNBC
34	MSNBC
35	truTV
36	USA Network
37	TV Land
38	Sci Fi Channel
39	TLC
40	Discovery Channel
41	History
42	A&E
43	ABC Family
44	Nickelodeon
45	Disney
46	Cartoon Network
47	Animal Planet
48	AMC
49	The Weather Channel
50	Food Network
51	HGTV
52	Travel Channel
53	Bravo
54	E! Entertainment Television
55	Comedy Central
56	Turner Classic Movies
57	FX
58	CMT
59	BET
60	MTV
61	VH-1
62	Spike TV
63	Oxygen
69	Hallmark
70	YES Network

71	Versus
72	Leased Access
98	Style
Digital Cable	
1	Time Warner Cable Information
101	Discovery Kids
102	Science Channel
103	Planet Green
104	Investigation Discovery
105	Discovery Health
106	Military Channel
107	Game Show Network
112	i-Life TV
114	NBC Universal Sports
115	MTV2
121	The Golf Channel
123	FIT TV
125	Fox Soccer Channel
126	SoapNet
127	New York State Legislative Channel
128	Bloomberg TV
133	Fox Reality
137	ESPN U
138	ESPN News
139	ESPN Classic
146	REELZ
155	Nick Toons
156	VH1 Classic
157	MTV JAMS
158	Boomerang
159	CMT Pure Country
160	MTV HITS
162	TV One
167	Fox Business Network
168	Trinity Broadcasting Network
169	Familyland
170	Daystar
173	Chiller

174	Sleuth
175	MLB Network
260	Bridges TV
450 - 455	Cable Radio Network
Digital Variety Tier	
108	Fox Movie Channel
109	BBC America
110	AmericanLife TV Network
111	fuse
113	Lifetime Movie Network
116	Great American Country
117	The Word Network
119	Disney XD
120	National Geographic Channel
122	Speed Channel
124	WE: Women's Entertainment
129	G4
134	Fine Living Network
135	Gospel Music Channel
142	Sprout
143	The Biography Channel
144	History International
145	Do it Yourself Network
152	The N
153	Nickelodeon 2
154	Noggin
161	LOGO
163	VH1 Soul
164	BETJ
165	Current
166	CNBC World
281	Tr3s
734	National Geographic HD
743	BIO HD
748	Disney XD High Definition
751	Lifetime Movie Network HD
769	SPEED HD
778	FUSE HD
779	WE HD

Digital Movies Tier

147	Independent Film Channel
148	Sundance Channel
220	Flix
247	Encore
248	Encore Love
249	Encore Westerns
250	Encore Mysteries
251	Encore Drama
252	Encore Action
253	Encore WAM
254	RetroPlex
255	IndiePlex
755	IFC HD

Digital Sports Tier

130	College Sports TV
131	The Tennis Channel
132	FUEL
136	ESPN Deportes
140	NBA TV
141	Outdoor Channel
149	Fox College Sports Atlantic
150	Fox College Sports Central
151	Fox College Sports Pacific
171	NHL Network
172	Big Ten Network
729	NHL Network HD
732	The Tennis Channel HD
733	Outdoor Channel HD
768	Big Ten Network HD
776	CBS College Sports HD

Digital Espanol Tier

136	ESPN Deportes
280	History en Espanol
281	Tr3s
283	Discovery en Español
284	Cine Latino
285	Mun2

286	FOX Sports World Espanol
287	CNN Español
288	Disney XD Espanol
Digital Music Choice	
401	Music Choice: Hit List
402	Music Choice: Hip-Hop and R&B
403	Music Choice: MC Mix Tape
404	Music Choice: Dance/Electronica
405	Music Choice: Rap
406	Music Choice: Hip-Hop Classics
407	Music Choice: Throwback Jamz
408	Music Choice: R&B Classics
409	Music Choice: R&B Soul
410	Music Choice: Gospel
411	Music Choice: Reggae
412	Music Choice: Classic Rock
413	Music Choice: Retro Rock
414	Music Choice: Rock
415	Music Choice: Metal
416	Music Choice: Alternative
417	Music Choice: Classic Alternative
418	Music Choice: Adult Alternative
419	Music Choice: Soft Rock
420	Music Choice: Pop Hits
421	Music Choice: 90's
422	Music Choice: 80's
423	Music Choice: 70's
424	Music Choice: Solid Gold Oldies
425	Music Choice: Party Favorites
426	Music Choice: Stage & Screen
427	Music Choice: Kidz Only
428	Music Choice: Toddler Tunes
429	Music Choice: Today's Country
430	Music Choice: True Country
431	Music Choice: Classic Country
432	Music Choice: Contemporary Christian
433	Music Choice: Sounds of the Season
434	Music Choice: Soundscapes

435	Music Choice: Smooth Jazz
436	Music Choice: Jazz
437	Music Choice: Blues
438	Music Choice: Singers & Swing
439	Music Choice: Easy Listening
440	Music Choice: Classical Masterpieces
441	Music Choice: Light Classical
442	Music Choice: Musica Urbana
443	Music Choice: Pop Latino
444	Music Choice: Tropicales
445	Music Choice: Mexicana

Free High Definition

702	WGRZ NBC HD (Buffalo)
703	WNED PBS HD (PBS, Buffalo)
704	WIVB CBS HD (Buffalo)
706	WUTV FOX HD
707	WKBW ABC HD (Buffalo)
708	MYTV BUFFALO HD
709	CW23 HD - WNLO
715	HGTV HD
716	Food Network HD
719	Fox Business Network
720	Fox News HD
721	CNN HD
722	CNBC HD+
723	TBS in HD
724	TNT HD
725	ESPNU HD
726	ESPN-HD
727	ESPN2 HD
728	ESPN News HD
730	MSG HD
731	SportsNet NY HD
735	Travel Channel HD
736	TLC HD
737	Science Channel HD
738	Discovery Channel HD
739	Animal Planet HD

740	Discovery HD Theater
741	Planet Green HD
742	A&E HD
744	History HD
745	Crime & Investigation HD
747	Cartoon Network HD
749	ABC Family HD
750	Disney HD
754	Bravo HD
757	FX HD
758	USA HD
759	Sci Fi HD
760	Palladia
762	TV One HD
770	YES HD
771	Versus HD
772	Golf Channel HD
775	MLB Network HD
788	AMC HD
789	Hallmark Movie Channel HD
799	Free HD Movies on Demand
Free On Demand	
799	Free HD Movies on Demand
902	Movie Trailers On Demand
905	Lifestyles On Demand
909	Free Movies On Demand
910	Cutting Edge OnDemand
916	Kids/Preschool On Demand
917	Kids On Demand
923	Find It On Demand
924	Music On Demand
926	Entertainment On Demand
927	BBC America On Demand
929	A&E On Demand
932	World & News On Demand
934	Oxygen On Demand
936	TV Guide Network On Demand
937	Music Choice On Demand - Pop & Rock

938	Music Choice On Demand: Urban & Latin
940	Sportskool On Demand
941	My Life On Demand
942	Exercise TV On Demand
943	Automotive On Demand
944	Journey TV On Demand
945	Sports on Demand
946	Time Warner Cable Sports Net on Demand
997	Western New York on Demand
1005	Primetime on Demand

Movies & Events On Demand

795	Adult HD On Demand
797	HD Movies On Demand
900	Movies On Demand
912	Adult On Demand
913	EVENTS On Demand
915	Kids & Teens Movies On Demand
920	Thriller Movies On Demand
921	Classic Movies on Demand
922	Outrageous On Demand
925	Drama Movies On Demand
928	Comedy Movies On Demand
931	Action Movies On Demand

Digital PPV Channels

300	Pay-Per-View Previews
301	Pay Per View Events
302 - 307	Pay Per View Movies
341	Playboy PPV
342	Club Jenna
343	Penthouse TV
344	Clips
345	Blox
346	Blue
501 - 506	ESPN Sports PPV - Full Court/Gameplan
510	NBA League Pass Preview Channel
511 - 515	NBA League Pass
516 - 519	NBA League Pass/MLS Direct Kick

520	NBA League Pass/MLS Direct Kick
531 - 544	NHL Center Ice (Oct. - April)/MLB Extra Innings (April - Oct.)
773	NHL Center Ice/MLB Extra Innings HD
774	NBA League Pass HD
798	HD Pay Per View Events
Digital Premium	
201	HBO
202	HBO 2
203	HBO Signature
204	HBO Family
205	HBO Comedy
206	HBO Zone
211	Cinemax
212	More Max
213	ActionMAX
214	ThrillerMAX
215	W Max
216	@ Max
217	5Star Max
218	Outer Max
220	Flix
221	Showtime
222	Showtime Too
223	Showtime Showcase
224	Showtime Extreme
231	The Movie Channel
232	TMC Xtra
241	Starz
243	Starz Edge
244	Starz Kids and Family
245	Starz! Cinema
246	Starz inBlack
Premium High Definition	
780	HBO HD
781	Showtime HD
782	Starz HD
783	Cinemax HD
Premium On Demand	

901	Starz On Demand
903	Showtime On Demand
904	TMC On Demand
906	HBO On Demand
907	Cinemax On Demand
908	Howard TV On Demand
918	Disney Channel on Demand
919	Too Much for TV on Demand
Digital DVR Channel	
800	DVR Information
Digital HD Tier	
753	MGM HD
790	Universal HD
791	Smithsonian Channel HD
792	RFD HD