



David J. Whalen

Director of Franchising
Northeast Region

March 17, 2015

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

RE: Franchise Renewal – Time Warner CableNortheast LLC
With the Town of Brunswick

Dear Secretary Burgess:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated October 9, 2014
3. Fully executed copy of Franchise Renewal Agreement dated October 9, 2014
4. Copy of latest annual test data compiled for this part of the Division's CATV system at PSC
5. Published legal notices

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

Respectfully,

A handwritten signature in black ink, appearing to read "David J. Whalen", written over a horizontal line.

David J. Whalen
Director, Government Relations
Northeast Region

DJW/e
Enclosures

cc: Honorable William Lewis, Town Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

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

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

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

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

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

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

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

6. The following signals are regularly carried by the Albany cable system: ([see attached channel card](#)).
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Albany System are: \$76.99.
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

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

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

Town of Carlisle	0.00	Town of New Scotland	0.34
Town of Caroga	0.00	Town of Niskayuna	2.22
Village of Castleton	0.00	Town of North Greenbush	0.94
Town of Charlton	1.76	Town of Northampton	0.32
Town of Cherry Valley	0.00	Town of Northumberland	0.82
Village of Cherry Valley	0.00	Village of Northville	0.18
Town of Chester	0.72	Town of Palatine	0.09
Town of Clifton Park	3.32	Village of Palatine Bridge	0.04
Town of Cobleskill	0.29	Town of Perth	0.06
Village of Cobleskill	0.04	Town of Pittstown	1.67
Town of Coeymans	0.53	Town of Poestenkill	0.17
City of Cohoes	0.00	Village of Port Henry	0.11
Town of Colonie	6.53	Town of Princetown	0.02
Village of Colonie	0.41	Town of Providence	0.41
Town of Corinth	0.03	Town of Putnam	0.00
Village of Corinth	0.07	Town of Queensbury	0.94
Town of Crown Point	0.07	City of Renssalaer	0.81
Town of Day	0.30	Town of Richmondville	8.86
Village of Delanson	0.00	Village of Richmondville	0.05
Town of Duanesburg	1.73	Town of Root	0.06
Town of East Greenbush	0.87	Town of Rotterdam	1.14
Town of Easton	2.03	Village of Round Lake	0.00
Town of Edinburg	1.32	Town of Salem	1.94
Town of Esperance	0.00	Village of Salem	0.05
Village of Esperance	0.00	Town of Sand Lake	3.08
Town of Florida	0.10	Town of Saratoga	0.52
Village of Fonda	0.42	Town of Saratoga	0.28
Town of Fort Ann	0.16	Town of Saratoga (Sar Cnty)	0.00
Village of Fort Ann	0.06	City of Saratoga Springs	4.49
Town of Fort Edward	0.05	Town of Schaghticoke	1.75
Village of Fort Edward	0.00	Village of Schaghticoke	2.13
Village of Fort Johnson	0.00	City of Schnectady	1.55
Village of Fort Plain	0.00	Town of Schodack	4.76
Village of Fultonville	0.00	Town of Schoharie	0.09
Town of Galway	0.45	Village of Schoharie	0.06
Village of Galway	0.00	Town of Schroom	0.58
Town of Glen	0.02	Village of Schuylerville	0.13
City of Glen Falls	0.04	Village of Scotia	0.07
Town of Glenville	2.04	Town of Seward	0.11
City of Gloversville	0.56	Town of Sharon	1.24
Town of Grafton	0.00	Village of Sharon Springs	0.00
Town of Granville	1.71	Village of South Glens Falls	0.16
Village of Granville	0.10	Town of St. Johnsville	0.08
Village of Green Island	0.33	Village of St. Johnsville	0.73
Town of Greenfield	2.38	Town of Stillwater	0.07
Town of Greenwich	8.57	Town of Stillwater	0.06

Village of Greenwich	0.11	Village of Stillwater	0.04
Town of Guilderland	5.13	Town of Stuyvesant	0.05
Town of Hadley	0.48	Town of Ticonderoga	0.14
Town of Hagaman	0.00	City of Troy	4.02
Town of Hague	0.05	Village of Valatie	0.20
Town of Halfmoon	0.37	Village of Valley Falls	0.00
Town of Hampton (TWW)	0.00	Village of Victory	0.00
Town of Hartford	0.25	Village of Voorheesville	0.16
Town of Hoosick	0.00	Town of Warrensburg	1.08
Village of Hoosick Falls	0.00	Town of Waterford	0.00
Village of Hudson Falls	0.00	Village of Waterford	0.00
Town of Horicon	0.39	City of Watervliet	0.12
Town of Jackson	4.25	Town of Whitehall	0.13
City of Johnstown	0.56	Village of Whitehall	0.00
Town of Johnstown	6.01	Town of Wilton	2.82
Town of Kinderhook	2.92	Town of Wright	0.11
Village of Kinderhook	0.00		

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

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

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 Town of Brunswick Certificate of Confirmation and Franchise Renewal Agreement.

Dated: March 17, 2015

A handwritten signature in dark ink, appearing to read "David J. Whalen", is positioned above the typed name.

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

DJW/e

ADDITIONAL TV PLANS

CHANNEL NAME	CHANNEL NAME	CHANNEL NAME	CHANNEL NAME
VARIETY PASS	Sundance TV	TV EN ESPAÑOL	Public Access
Al Jazeera America	TeenNick	beIN Sports en Español	QVC
America's Auction Network	Time Warner Cable News NY1	Bloomberg en Español	ShopHQ
American Heroes Channel	Traffic & News Now	Comcast (Espanol)	TBS
Aspire	Trinity Broadcasting Network	Discovery Channel (Espanol)	TeenNick
BBC America	TV One	ESPN Deportes	Time Warner Cable News
BBC World News	TVGN	ESPN Deportes	Time Warner Cable SportsChannel
Bloomberg	TWTW/2P	ESPN Deportes	TVGN
Boomerang	Univision Deportes	Galavision	USA
BTN	UP	History en Espanol	VH1
C-SPAN 3	Velocity	Los Angeles Cosmopolitan	WCW/CW (CW)
CBS Sports Network	VH1 Classic	Mun2	WMHT (PBS)
CENTRIC	HD PASS	Telemundo	WMHT (PBS) Create
Chiller	beIN Sports	TWC Deportes	WMLT (PBS) HD
CLOO	MAV TV (HD)	Univision	WMHT (PBS) World
CNBC World	MGM HD	Univision Enciclas	WNYA (M, Network)
Chill International	RFD HD		WNYT (NBC)
Cooking Channel	Smithsonian		WNYT D2 (MeTV)
Crime & Investigation HD	Smithsonian HD On Demand		WRGB (CBS)
Daystar	Universi-LHD		WRGB D2 (ThisTV)
Discovery Fit & Health	TWCSportsPASS		WRNN (ND)
Discovery Channel West	beIN Sports		WTFN (ABC)
Discovery Jr.	CBS Sports Network		WTFN D2 (local Weather)
Discovery XD	College Sports 18		WTFN D2 (live feed)
DIY	ESPN Classic		WXXA (FOX)
E! Day	ESPN Goal 1 and ESPN Buzzr Boaler		WXXA D2 (The Country Network)
Employee On Demand	Fox College Sports Atlantic		WYXX (ION)
ESPN News	Fox College Sports Central		WYXX (ION) HD
ESPN U	Fox College Sports Pacific		
Esquire	Fox Deportes		
Fox Sports 2	Fox Soccer Plus		
Fox	GOL TV		
Fx Movie Channel	MLB Strike Zone		
FX	NFL Network		
FYI	NFL Redzone		
GAC	NiL Network		
GEMs Shopping Network	Outdoor Channel		
GSN	Pac 12 Arizona		
H2	Pac 12 Bay Area		
Hallmark Channel	Pac 12 Los Angeles		
Hallmark Movie Channel	Pac 12 Mountain		
Hub Network	Pac 12 Network (National)		
IFC	Pac 12 Oregon		
INSPI	Pac 12 Washington		
Jewelry Television	Sportsman Channel		
Jewish Life TV	Tennis Channel		
Lifetime Real Women	Time Warner Cable Sports Pass		
Liquidation Channel	On Demand		
LOGO	TW College Football 18		
MLB Network	IWC Sports Net		
MTV	Universal Sports		
Nat Geo Wild	TW MOVIE PASS		
NBA TV	Encore		
NFL Network	Encore Action		
Nick Jr.	Encore Black		
Nick Icons	Encore Classic		
On TV/C	Encore Family		
ONTV4U	Encore On Demand		
OTB	Encore Suspense		
Quillon	Encore Web!		
Rolla	Encore Westerns		
Sci-Fi	Hix		
Seamless	Surround TV		
Seamless	Time Warner Cable Movie Fx		
Seamless	On Demand		
		Includes Starter TV and these following channels:	
		ABC	
		Animal Planet	
		RFI	
		Boomerang	
		Bravo	
		C-SPAN	
		C-SPAN 2	
		C-SPAN 3	
		Cartoon Network	
		CENTRIC	
		CNN	
		Cooking Channel	
		Discovery Channel	
		Discovery Fit & Health	
		Discovery Channel	
		Educational Access	
		ESPN News	
		FX	
		GAC	
		Government Access	
		GSN	
		HSTV	
		History	
		HLN	
		HSN	
		INSPI	
		Jewelry Television	
		Lifetime	
		MTV	
		New York State Legislative Channel	
		Nick Jr.	
		Nickelodeon	

3 MORE WAYS TO ENJOY TV BETTER



Go to www.cadmus.com to download the app and see compatible devices.



CHANNEL LINEUP ALBANY

SIMPLER.
SMARTER.
BETTER.

CHANNEL LINEUP

All times are subject to change without notice.

CHANNEL NAME

CHANNELS (1-999)

- 1 On TWC
- 2 C-SPAN
- 3 ShopHQ
- 4 WNYA (My Network)
- 5 TBS
- 6 WRGB (CBS)
- 7 TWTFMP
- 8 WXXA (FOX)
- 9 Time Warner Cable News
- 10 WTN (ABC)
- 11 WMHT (PBS)
- 12 Off Track Betting
- 13 WNYT (NBC)
- 14 Movies On Demand
- 15 WCWN (CW)
- 16 Educational Access
- 17 Government Access
- 18 Public Access
- 19 TV Guide Channel
- 20 WYPX (ION)
- 21 HSN
- 22 QVC
- 23 Weather Channel
- 24 ESPN
- 25 ESPN 2
- 26 MSG Plus
- 27 TNT
- 28 USA
- 29 AMC
- 30 Lifetime
- 31 LX
- 32 Cartoon Network
- 33 Nickelodeon
- 34 Disney Channel
- 35 ABC Family
- 36 Comedy Central
- 37 Discovery Channel
- 38 A&E
- 39 History
- 40 TLC
- 41 HGTV
- 42 Food Network
- 43 OWN
- 44 NBCSN
- 45 BET
- 46 CNN
- 47 HLN
- 48 CNBC
- 49 MSNBC
- 50 Time Warner Cable SportsChannel
- 51 Golf Channel
- 52 YES Network
- 53 Syfy
- 54 MSG
- 55 Spike
- 56 VH1
- 57 MTV
- 58 TCM

CHANNEL NAME

- 59 Bravo
- 60 FI
- 61 Nat Geo
- 62 Univision
- 63 TV Land
- 64 LMN
- 65 WLTV
- 66 SNY
- 67 Fox News Channel
- 68 truTV
- 69 EWTN
- 70 Univision
- 71 New York State Legislative Channel
- 72 WRNN (IND)
- 100 Purltime On Demand
- 101 USA Network
- 102 A&E
- 103 TNT
- 104 TBS
- 105 AMC
- 106 Discovery Channel
- 107 History
- 108 FX
- 109 FOX
- 110 BBC America
- 111 Syfy
- 112 truTV
- 113 Comedy Central
- 114 E! Entertainment
- 115 Spike TV
- 116 VH1
- 117 MTV
- 118 MTV
- 119 MTV
- 120 Viñ Classic
- 121 TV Land
- 122 ABC Family
- 123 Hallmark Channel
- 124 UP
- 125 Chiller
- 126 ReelzChannel
- 127 Nat Geo
- 128 Nat Geo Wild
- 129 Smithsonian
- 130 Animal Planet
- 131 H2
- 132 FYI
- 133 Science
- 134 Crime & Investigation
- 135 CNN
- 136 Cioo
- 137 American Heroes Channel
- 138 El Rey
- 139 HGTV
- 140 MTV Network
- 141 Food Network
- 142 Cooking Channel

LIFE & STYLE

- 160 HGTV
- 161 MTV Network
- 162 Food Network
- 163 Cooking Channel

CHANNEL NAME

- 165 Travel Channel
- 166 TLC
- 167 Bravo
- 168 FI
- 170 Lifetime
- 171 Oxygen
- 172 WE tv
- 173 OWN
- 174 Lifetime Real Women
- 175 TVGN
- 176 GSN
- 178 RLTV
- 179 Logo
- 180 Discovery Fit & Health
- 181 BE!
- 182 Centric
- 184 TV One
- 185 A&P
- 187 Onyxion
- 300 Time Warner Cable News
- 301 Fox News Channel
- 303 MSNBC
- 304 HLN
- 305 CNBC
- 306 Fox Business Network
- 307 Bloomberg TV
- 308 CNBC World News
- 309 Al Jazeera America
- 310 The Weather Channel
- 311 Traffic & News Now
- 312 Time Warner Cable News
- 313 CNN International
- 314 CCTV News
- 315 C-SPAN
- 316 C-SPAN 2
- 317 C-SPAN 3
- 318 NY State Legislative Channel

NEWS & INFO

- 300 Time Warner Cable News
- 301 Fox News Channel
- 303 MSNBC
- 304 HLN
- 305 CNBC
- 306 Fox Business Network
- 307 Bloomberg TV
- 308 CNBC World News
- 309 Al Jazeera America
- 310 The Weather Channel
- 311 Traffic & News Now
- 312 Time Warner Cable News
- 313 CNN International
- 314 CCTV News
- 315 C-SPAN
- 316 C-SPAN 2
- 317 C-SPAN 3
- 318 NY State Legislative Channel

KIDS & TEENS

- 250 Kids On Demand
- 251 Disney
- 252 Disney West
- 253 Boomerang
- 254 Disney Jr
- 255 Sorout
- 256 Nick Jr
- 257 Nickelodeon
- 258 Nicktoons
- 259 TeenNick
- 260 Cartoon Network
- 261 Disney XD
- 262 Hub Network
- 263 Disney Family Movies On Demand
- 264 Disney Channel On Demand

MUSIC

- 285 Music On Demand
- 286 Palladia
- 287 The Walt
- 288 Fuse
- 289 CMV
- 290 GAC
- 291 RFDTV

SPORTS

- 300 ESPN
- 301 ESPN2
- 302 ESPN3
- 303 LSPN Classic
- 304 MLB Network
- 305 MLB Strikezone
- 306 NBA TV
- 307 NFL Network

CHANNEL NAME

- 311 NFL RedZone
- 312 NFL Network
- 313 NBC Sports Network
- 314 MSG
- 315 MSG Plus
- 316 SNY
- 317 YES Network
- 318 TWC SportsChannel
- 319 TWC SportsChannel 2
- 320 OTB
- 321 TWC SportsNet
- 322 TWC SportsNet LA
- 323 ESPN
- 324 ESPN Goal Line / Buzzin' Beater
- 325 Fox College Sports - Atlantic
- 326 Fox College Sports - Central
- 327 Fox College Sports - Pacific
- 328 Pac 12 National
- 329 Pac 12 Los Angeles
- 330 Pac 12 Arizona
- 331 Pac 12 Washington
- 332 Pac 12 Oregon
- 333 Pac 12 Mountain
- 334 Pac 12 Bay Area
- 335 SEC Network
- 336 Fox Sports Network
- 337 Sports Pass Alternate Programming
- 338 Fox Sports 1
- 339 Fox Sports 2
- 340 MAV TV
- 341 Velocity
- 342 Golf Channel
- 343 Tennis Channel
- 344 Universal Sports
- 345 Outdoor Channel
- 346 Sportsman Channel
- 347 TVG
- 348 GOLF
- 349 GolfTV
- 350 ESPN
- 351 Fox Soccer Plus
- 352 ESPN Deportes
- 353 TWC Deportes
- 354 ESPN Espanol
- 355 Univision Deportes

INSPIRATION

- 461 EWTN
- 462 INSP
- 463 Daystar
- 464 TBN
- 465 Jewish Life TV

SHOPPING

- 480 QVC
- 481 QVC Plus
- 482 Shop Zee 1
- 483 HSN
- 484 Shop Zee 3 - Lifestyle
- 485 Shop Zee 4 - Lifestyle
- 486 Shop Zee 5 - Lifestyle
- 487 ShopHQ
- 488 Shop Zee 2 - News & Info
- 489 Shop Zee 7 - Inspiration
- 490 Gem Shopping Network
- 491 American Auctions
- 492 Liquidation Channel
- 493 OnTV4U
- 494 Jewellery Television

MOVIES ON DEMAND

- 500 Movies On Demand
- 501 Movies On Demand Top Titles 1
- 502 Movies On Demand Top Titles 2
- 503 Movies On Demand Top Titles 3

CHANNEL NAME

- 504 Movies On Demand Top Titles 4
- 505 Movies On Demand Top Titles 5
- 506 Movies On Demand Hits
- 507 Movies On Demand Kids & Teens
- 508 Free Movies On Demand
- PREMIUMS
- 310 HBO On Demand
- 311 HBO 1
- 312 HBO 2
- 313 HBO Signature
- 314 HBO Family
- 315 HBO Comedy
- 316 HBO Zone
- 317 HBO Latino
- 318 HBO West
- 319 HBO 2 West
- 320 HBO Signature West
- 321 HBO Family West
- 322 HBO Comedy West
- 323 HBO Zone West
- 324 HBO Latino West
- 325 Cinemax On Demand
- 326 Cinemax
- 327 MoreMax
- 328 ActionMax
- 329 ThrillerMax
- 330 ActionMax
- 331 Max Latino
- 332 StarMax
- 333 MovieMax
- 334 Cinemax West
- 335 Linedrive West
- 336 ActionMax West
- 337 ThrillerMax West
- 338 Showtime On Demand
- 339 Showtime
- 340 Showtime Top
- 341 Showtime Showcase
- 342 Showtime Extreme
- 343 Showtime Beyond
- 344 Showtime Next
- 345 Showtime Women
- 346 Showtime Family Zone
- 347 Showtime West
- 348 Showtime Too West
- 349 Showtime Showcase West
- 350 Showtime Extreme West
- 351 Showtime Beyond West
- 352 Showtime Next West
- 353 Showtime Women West
- 354 Showtime Family Zone West
- 355 TMC On Demand
- 356 TMC
- 357 IMC Xtra
- 358 TMC West
- 359 TMC Xtra West
- 360 Starz On Demand
- 361 Starz
- 362 Starz Edge
- 363 Starz Kids & Family
- 364 Starz Cinema
- 365 Starz Comedy
- 366 Starz West
- 367 Starz Cinema West
- 368 EPIX On Demand
- 369 EPIX
- 370 EPIX West
- 371 EPIX 2
- 372 EPIX 3
- 373 EPIX Drive In

PREMIUMS

- 310 HBO On Demand
- 311 HBO 1
- 312 HBO 2
- 313 HBO Signature
- 314 HBO Family
- 315 HBO Comedy
- 316 HBO Zone
- 317 HBO Latino
- 318 HBO West
- 319 HBO 2 West
- 320 HBO Signature West
- 321 HBO Family West
- 322 HBO Comedy West
- 323 HBO Zone West
- 324 HBO Latino West
- 325 Cinemax On Demand
- 326 Cinemax
- 327 MoreMax
- 328 ActionMax
- 329 ThrillerMax
- 330 ActionMax
- 331 Max Latino
- 332 StarMax
- 333 MovieMax
- 334 Cinemax West
- 335 Linedrive West
- 336 ActionMax West
- 337 ThrillerMax West
- 338 Showtime On Demand
- 339 Showtime
- 340 Showtime Top
- 341 Showtime Showcase
- 342 Showtime Extreme
- 343 Showtime Beyond
- 344 Showtime Next
- 345 Showtime Women
- 346 Showtime Family Zone
- 347 Showtime West
- 348 Showtime Too West
- 349 Showtime Showcase West
- 350 Showtime Extreme West
- 351 Showtime Beyond West
- 352 Showtime Next West
- 353 Showtime Women West
- 354 Showtime Family Zone West
- 355 TMC On Demand
- 356 TMC
- 357 IMC Xtra
- 358 TMC West
- 359 TMC Xtra West
- 360 Starz On Demand
- 361 Starz
- 362 Starz Edge
- 363 Starz Kids & Family
- 364 Starz Cinema
- 365 Starz Comedy
- 366 Starz West
- 367 Starz Cinema West
- 368 EPIX On Demand
- 369 EPIX
- 370 EPIX West
- 371 EPIX 2
- 372 EPIX 3
- 373 EPIX Drive In

MOVIE CHANNELS

- 600 TWC Movie Plus On Demand
- 601 Encore On Demand
- 602 Encore

CHANNEL NAME

- 603 Encore Action
- 604 Encore Black
- 605 Encore Classic
- 606 Encore Suspense
- 607 Encore Westerns
- 608 Encore Family
- 609 Encore West
- 610 Flix
- 611 Sundance TV
- 612 IFC
- 613 Hallmark Movie Channel
- 614 LMN
- 615 TCM
- 616 FX Movie Channel
- 617 MGM HD
- 618 Universal HD
- PAY PER VIEW
- 650 Pay Per View Previews
- 651 HD Pay Per View Events 1
- 652 HD Pay Per View Events 2
- 653 HD Pay Per View Events 3
- 3D
- 671 3D Special Events
- 672 3D Special Events 2
- 673 3D Pay Per View Events
- SPORT PACKAGES
- 700 MLB Extra Innings
- 701 MLB
- 702 NBA League Pass
- 703 NBA
- 704 NHL Center Ice
- 705 NHL Direct Kick
- 706 NHL

LATINO

- 800 Lo Mejor On Demand
- 801 Univision
- 802 Telemundo
- 803 Univision
- 804 Univision
- 805 Univision
- 806 Univision
- 807 Univision
- 808 Univision
- 809 Univision
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- 811 Univision
- 812 Univision
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- 860 Univision

ON DEMAND

- 1000 Movies On Demand
- 1001 Movies On Demand
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- 1193 Movies On Demand
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- 1197 Movies On Demand
- 1198 Movies On Demand
- 1199 Movies On Demand
- 1200 Movies On Demand

CHANNEL NAME

- 1200 WLEN (ABC)
- 1201 WNYT (NBC)
- 1202 WXXA (FOX)
- 1203 WRGB (CBS)
- 1204 WCWN (CW)
- 1205 WNYA (My Network)
- 1206 WXXA (FOX)
- 1207 WRGB (CBS)
- 1208 WNYT (NBC)
- 1209 WXXA (FOX)
- 1210 WRGB (CBS)
- 1211 WCWN (CW)
- 1212 WNYA (My Network)
- 1213 WXXA (FOX)
- 1214 WRGB (CBS)
- 1215 WCWN (CW)
- 1216 WNYA (My Network)
- 1217 WXXA (FOX)
- 1218 WRGB (CBS)
- 1219 WCWN (CW)
- 1220 WNYA (My Network)
- 1221 WXXA (FOX)
- 1222 WRGB (CBS)
- 1223 WCWN (CW)
- 1224 WNYA (My Network)
- 1225 WXXA (FOX)
- 1226 WRGB (CBS)
- 1227 WCWN (CW)
- 1228 WNYA (My Network)
- 1229 WXXA (FOX)
- 1230 WRGB (CBS)
- 1231 WCWN (CW)
- 1232 WNYA (My Network)
- 1233 WXXA (FOX)
- 1234 WRGB (CBS)
- 1235 WCWN (CW)
- 1236 WNYA (My Network)
- 1237 WXXA (FOX)
- 1238 WRGB (CBS)
- 1239 WCWN (CW)
- 1240 WNYA (My Network)
- 1241 WXXA (FOX)
- 1242 WRGB (CBS)
- 1243 WCWN (CW)
- 1244 WNYA (My Network)
- 1245 WXXA (FOX)
- 1246 WRGB (CBS)
- 1247 WCWN (CW)
- 1248 WNYA (My Network)
- 1249 WXXA (FOX)
- 1250 WRGB (CBS)
- 1251 WCWN (CW)
- 1252 WNYA (My Network)
- 1253 WXXA (FOX)
- 1254 WRGB (CBS)
- 1255 WCWN (CW)
- 1256 WNYA (My Network)
- 1257 WXXA (FOX)
- 1258 WRGB (CBS)
- 1259 WCWN (CW)
- 1260 WNYA (My Network)
- 1261 WXXA (FOX)
- 1262 WRGB (CBS)
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- 1296 WNYA (My Network)
- 1297 WXXA (FOX)
- 1298 WRGB (CBS)
- 1299 WCWN (CW)
- 1300 WNYA (My Network)
- 1301 WXXA (FOX)
- 1302 WRGB (CBS)
- 1303 WCWN (CW)
- 1304 WNYA (My Network)
- 1305 WXXA (FOX)
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- 1322 WRGB (CBS)
- 1323 WCWN (CW)
- 1324 WNYA (My Network)
- 1325 WXXA (FOX)
- 1326 WRGB (CBS)
- 1327 WCWN (CW)
- 1328 WNYA (My Network)
- 1329 WXXA (FOX)
- 1330 WRGB (CBS)
- 1331 WCWN

RECEIVED OCT 20 2014

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Town of Brunswick, New York

AND

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

Dated: 08/14/2014

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of October 9, 2014 (insert date) between the Town of Brunswick (the "Grantor") and Time Warner Cable Northeast LLC d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated September 5, 1998 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 Town of Brunswick/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 Town of Brunswick. Such area shall include all areas annexed by the Town of Brunswick. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means Time Warner Cable Northeast LLC d/b/a Time Warner Cable or any successor thereto.
- 2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") derived, either directly or indirectly, by Grantee, its affiliates, subsidiaries, and parents from the operation of the cable system to provide cable service through the use of current technology and technological advances pursuant to this Agreement and pursuant to the rights granted by this Franchise. It is the intention of this definition that "Gross Revenues" includes all revenue subject to the payment of franchise fees under applicable law. "Gross Revenues" shall include, but shall not be limited to, revenues from local advertising, leased access programming, and home shopping, and shall be calculated on a pro-rata basis using the number of subscribers served in the Franchise Area. The Grantor and Grantee agree, however, that should the FCC decide that cable modem services, telephone and electronic mail over a Cable System are "cable services" as defined under applicable federal or state law, or should a court of competent jurisdiction make a final judicial determination finding the same, after the exhaustion of all appeals related thereto, the Grantor shall be entitled, after notification to the Grantee, to amend this Agreement in the manner prescribed under applicable law and this Agreement, to include recurring monthly subscriber receipts from the provision of such services on a going forward basis, effective sixty (60) days from the issuance of an Order from the New York State Public Service Commission approving such amendment.
- 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 ten (10) years thereafter (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor. At the request of Grantor, Grantee agrees to promptly respond to and discuss in good faith any issues arising under this Franchise.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by Section 895.5 of the regulations of the NYPSC. Notwithstanding the foregoing, Grantee shall extend its cable system in the Franchise Area where 20 homes per mile of cable can be installed in order to provide service.
- 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: Town of Brunswick
 Attn: Town Supervisor
 336 Town Office Road
 Troy, NY 12180

with a copy to: Town of Brunswick
 Attn: Town Clerk
 336 Town Office Road
 Troy, NY 12180

If to Grantee: Time Warner Cable
1021 High Bridge Road
Schenectady, NY 12303
Attn: Government Relations

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 parties acknowledge the Level Playing Field rule set forth in 16 NYCRR Section 895.3 which provide that "No municipality may 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". The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable service shall be in compliance with that provision.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise in accordance with Franchise Agreement amendment requirements of the NYPSC at Subpart 892.1 of NYPSC regulations so as to be in compliance with the Level Playing Field rule at Section 895.3 of NYPSC regulations.
- 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 Town Supervisor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Grantee shall maintain and operate its cable television system at all times in full compliance with the duly lawful provisions of 16 NYCRR Section 896 and the technical requirements of the FCC. 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.
- 5.3 Grantee, during the term of this Franchise, upon the written request of Grantor, shall provide such transmission facilities as may be required to transmit a video programming signal from the Town Hall Building, located at 336 Town Office Road, to the Grantee's headend so that programming originating from Town Hall can be carried on the government access channel. Grantor shall not be required to expend more than \$20,000.00 during the term of this Franchise in fulfillment of this obligation. The cost of providing such facilities in excess of \$20,000.00 shall be borne by Grantee.

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 100 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. Grantee shall remit payment to the Grantor within sixty (60) days of its receipt of the invoice.

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 and within such period of time 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. Notwithstanding the foregoing, in the event that the interference caused by the property of the Grantee presents an immediate and imminent danger to public safety and welfare, or immediate, imminent and significant danger to property, public or private, the thirty (30) day written notice period shall not apply, and Grantee shall undertake the removal and replacement of its property as soon as reasonably practicable after notification by the Grantor.

- 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 pertinent to this Franchise. Grantee will be given twenty (20) calendar 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. To the extent permitted by applicable law, Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated in writing 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, not to exceed twenty (20) days, to take such action as it deems necessary to prevent such disclosure, including seeking relief in court. Nothing herein shall require the Grantor to violate the New York State Freedom of Information Law or any other statute or rule providing for access to or disclosure of records maintained by public agencies. In the event that Grantor withholds any such information at the request, or upon the demand, of the Grantee, the Grantee will defend, indemnify and hold harmless the Grantor of, for and from all claims, causes of action, fines, civil or criminal damages, assessments, or penalties, as well as reasonable attorney fees, it sustains as a result of such nondisclosure.
- 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.

Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSA.

SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues. In the event of a change in applicable law establishing a different stated maximum franchise fee percentage, then Grantee's franchise fee may, at the option of the Grantor, be changed up to or down to that new stated percentage upon 120 days' notice to Grantee.

- B. Payments due the Grantor under this provision shall be computed at the end of each calendar quarter. Payments shall be due and payable for each quarter not later than forty-five (45) days after the end of the calendar quarter. Each payment shall be accompanied by a revenue summary statement of Grantee's Gross Revenues for the preceding quarter, providing sufficient detail and in such form as the Grantor and the Grantee shall reasonably agree, . The revenue summary statement shall be approved and executed by an appropriate financial official of the Grantee. At the sole option of the Grantor, the Grantee shall pay the franchise fee by way of direct deposit to a bank account specified by the Grantor.
- 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. 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.
- E. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- F. 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. In accordance with 16 NYCRR Section 895.1(i), Grantee shall indemnify, defend, and hold harmless the Grantor for all liabilities, damages, costs, expenses, and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These liabilities, damages, costs, expenses 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, nondisclosure of information of documents deemed confidential by Grantee, 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 Town Board 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, which shall be at the sole discretion of the Grantor.
- 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 reasonably 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 had promptly commenced corrective action and thereafter exercised due diligence in correcting 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. Removal shall be completed within 180 days of Grantor's order to remove the Grantee's Cable System.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least 120 days' notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred. Grantor's approval to such sale, assignment or transfer is required unless the sale, assignment or transfer is to an entity under common control with Grantee. Grantor's approval required hereunder shall not be unreasonably withheld.
- 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.

SECTION 15. SERVICE TO PUBLIC FACILITIES.

- 15.1 Grantee shall provide without charge and upon request a single outlet of Basic Service to any location of the Town Hall, municipal buildings occupied for municipal governmental purposes, public school, fire station and public library which can be served by a standard installation. The recipient of such free service may reasonably extend the service to as many outlets within the building as it desires upon notification to Grantee who may not forbid such extension unless it adversely affects the operation of Grantee's system. There shall be no monthly service charge for this service.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of October 9, 2014 (e)

TOWN OF BRUNSWICK

By: 

Title: Town Supervisor

TIME WARNER CABLE NORTHEAST LLC

By: 

Mark FitzPatrick

Title: SVP & CFO, Residential Services

RESOLUTION NO. 62, 2014

**TOWN OF BRUNSWICK
REGULAR MEETING**

October 9, 2014

**RESOLUTION APPROVING AND AUTHORIZING SUPERVISOR
TO EXECUTE CABLE TELEVISION SERVICES FRANCHISE
AGREEMENT WITH TIME WARNER CABLE NORTHEAST LLC
d/b/a TIME WARNER CABLE**

WHEREAS, Time Warner Cable Northeast LLC d/b/a Time Warner Cable having applied for renewal of its Cable Television Services Franchise Agreement with the Town of Brunswick, granting it the right to construct and operate a cable television system and provide cable service in the Town; and

WHEREAS, the said Time Warner Cable Northeast LLC d/b/a Time Warner Cable is currently providing such services in the Town of Brunswick pursuant to a Franchise dated September 5, 1998; and

WHEREAS, representatives and attorneys of, respectively, Time Warner Cable Northeast LLC d/b/a Time Warner Cable and the Town having entered into extensive negotiations regarding the terms and provisions of a proposed renewal Cable Television Services Franchise Agreement, a copy of which is annexed hereto and made a part hereof, which said proposed Agreement is subject in all respects to the approval of this Town Board, and is for a period of ten (10) years commencing upon approval thereof by the New York State Public Service Commission: now, therefore, after due deliberation

BE IT RESOLVED, that the aforementioned renewal Cable Television Services Franchise Agreement between Time Warner Cable Northeast LLC d/b/a Time Warner Cable and the Town of Brunswick, which is annexed hereto and made a part hereof, be and hereby is approved; and be it further

RESOLVED, that the Supervisor be and hereby is authorized and empowered to execute the said annexed Cable Television Services Franchise Agreement on behalf of the Town.

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING	<u>AYE</u>
COUNCILMAN CHRISTIAN	VOTING	<u>AYE</u>
COUNCILMAN CASALE	VOTING	<u>AYE</u>
COUNCILMAN POLETO	VOTING	<u>AYE</u>
SUPERVISOR HERRINGTON	VOTING	<u>ABSENT</u>

The foregoing Resolution was thereupon declared duly adopted.

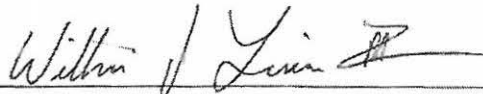
Dated: October 9, 2014

STATE OF NEW YORK)
)
COUNTY OF RENSSELAER) SS.:
)
TOWN OF BRUNSWICK)

I, William J. Lewis III, Town Clerk of the Town of Brunswick, Rensselaer County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution No. 62, adopted by the Town Board of the Town of Brunswick at a meeting of said Board held on the 9th day of October, 2014, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in my office.

I DO FURTHER CERTIFY, that each of the members of said Town Board had due notice of said meeting, and that Supervisor Philip Herrington was absent, and Councilmen Daniel Casale, James Sullivan, Gordon Christian, and Patrick Poletto were present at such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Brunswick, this 10th day of October, 2014.



Town Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK,

Rensselaer County,

City of Troy.

ss:

TOWN OF BRUNSWICK, NEW YORK

NOTICE OF PUBLIC HEARING ON CABLE TV FRANCHISE

PLEASE TAKE NOTICE that the Town Board of the Town of Brunswick, will hold a Public Hearing on Thursday, October 9, 2014, at 6:30 P.M., at the Brunswick Town Office, 336 Town Office Road, Town of Brunswick, to receive public comment and input concerning a proposed Cable Television Franchise Agreement between the Town of Brunswick, New York, and Time Warner Cable Northeast LLC d/b/a Time Warner Cable. Copies of the proposed Franchise Agreement are on file at the Town Clerk's Office and may be inspected during normal business hours, between 8:00 a.m. and 4:00 p.m., Monday - Friday.

All interested persons will have the opportunity to be heard during the Public Hearing in regard to the proposed Franchise Agreement. Oral and written comments and statements will be accepted at that time.

BY ORDER OF THE TOWN BOARD

Dated: Brunswick, New York
September 30, 2014

Town Clerk
397639 10/1

Brea Beck residing in Troy, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

ONCE DAILY for ONE DAY

To wit: on the 1st day of October, 2014

Brea Beck

Sworn to before me this
20th day of October, 2014.

[Signature]
Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
JULIA A. BECK
0111 2012-2
Notary in Rensselaer County
Notary expires April 30, 2018

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**LEGAL NOTICE FOR
APPLICATION OF
FRANCHISE RENEWAL**

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

The application and all comments filed relative thereto are available for public inspection at the Town of Brunswick's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the Notice. Comments should be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223. 415150 10/22

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK,

Rensselaer County,
City of Troy.

ss:

Brea Beck residing in Troy, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of **21st Century Media Newspaper, LLC** a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of **The Record**, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in **The Record**

ONCE DAILY for ONE DAY

To wit: on the 22nd day of October, 2014

Brea Beck

Sworn to before me this
23rd day of October, 2014

[Signature]
Notary Public

EDITH A. BROWN
Notary Public, State of New York
00000000000000000000
Qualified in Rensselaer County
2014-2017-2020-2023-2026-2029-2032-2035-2038-2041-2044-2047-2050-2053-2056-2059-2062-2065-2068-2071-2074-2077-2080-2083-2086-2089-2092-2095-2098-2101-2104-2107-2110-2113-2116-2119-2122-2125-2128-2131-2134-2137-2140-2143-2146-2149-2152-2155-2158-2161-2164-2167-2170-2173-2176-2179-2182-2185-2188-2191-2194-2197-2200-2203-2206-2209-2212-2215-2218-2221-2224-2227-2230-2233-2236-2239-2242-2245-2248-2251-2254-2257-2260-2263-2266-2269-2272-2275-2278-2281-2284-2287-2290-2293-2296-2299-2302-2305-2308-2311-2314-2317-2320-2323-2326-2329-2332-2335-2338-2341-2344-2347-2350-2353-2356-2359-2362-2365-2368-2371-2374-2377-2380-2383-2386-2389-2392-2395-2398-2401-2404-2407-2410-2413-2416-2419-2422-2425-2428-2431-2434-2437-2440-2443-2446-2449-2452-2455-2458-2461-2464-2467-2470-2473-2476-2479-2482-2485-2488-2491-2494-2497-2500-2503-2506-2509-2512-2515-2518-2521-2524-2527-2530-2533-2536-2539-2542-2545-2548-2551-2554-2557-2560-2563-2566-2569-2572-2575-2578-2581-2584-2587-2590-2593-2596-2599-2602-2605-2608-2611-2614-2617-2620-2623-2626-2629-2632-2635-2638-2641-2644-2647-2650-2653-2656-2659-2662-2665-2668-2671-2674-2677-2680-2683-2686-2689-2692-2695-2698-2701-2704-2707-2710-2713-2716-2719-2722-2725-2728-2731-2734-2737-2740-2743-2746-2749-2752-2755-2758-2761-2764-2767-2770-2773-2776-2779-2782-2785-2788-2791-2794-2797-2800-2803-2806-2809-2812-2815-2818-2821-2824-2827-2830-2833-2836-2839-2842-2845-2848-2851-2854-2857-2860-2863-2866-2869-2872-2875-2878-2881-2884-2887-2890-2893-2896-2899-2902-2905-2908-2911-2914-2917-2920-2923-2926-2929-2932-2935-2938-2941-2944-2947-2950-2953-2956-2959-2962-2965-2968-2971-2974-2977-2980-2983-2986-2989-2992-2995-2998-3001-3004-3007-3010-3013-3016-3019-3022-3025-3028-3031-3034-3037-3040-3043-3046-3049-3052-3055-3058-3061-3064-3067-3070-3073-3076-3079-3082-3085-3088-3091-3094-3097-3100-3103-3106-3109-3112-3115-3118-3121-3124-3127-3130-3133-3136-3139-3142-3145-3148-3151-3154-3157-3160-3163-3166-3169-3172-3175-3178-3181-3184-3187-3190-3193-3196-3199-3202-3205-3208-3211-3214-3217-3220-3223-3226-3229-3232-3235-3238-3241-3244-3247-3250-3253-3256-3259-3262-3265-3268-3271-3274-3277-3280-3283-3286-3289-3292-3295-3298-3301-3304-3307-3310-3313-3316-3319-3322-3325-3328-3331-3334-3337-3340-3343-3346-3349-3352-3355-3358-3361-3364-3367-3370-3373-3376-3379-3382-3385-3388-3391-3394-3397-3400-3403-3406-3409-3412-3415-3418-3421-3424-3427-3430-3433-3436-3439-3442-3445-3448-3451-3454-3457-3460-3463-3466-3469-3472-3475-3478-3481-3484-3487-3490-3493-3496-3499-3502-3505-3508-3511-3514-3517-3520-3523-3526-3529-3532-3535-3538-3541-3544-3547-3550-3553-3556-3559-3562-3565-3568-3571-3574-3577-3580-3583-3586-3589-3592-3595-3598-3601-3604-3607-3610-3613-3616-3619-3622-3625-3628-3631-3634-3637-3640-3643-3646-3649-3652-3655-3658-3661-3664-3667-3670-3673-3676-3679-3682-3685-3688-3691-3694-3697-3700-3703-3706-3709-3712-3715-3718-3721-3724-3727-3730-3733-3736-3739-3742-3745-3748-3751-3754-3757-3760-3763-3766-3769-3772-3775-3778-3781-3784-3787-3790-3793-3796-3799-3802-3805-3808-3811-3814-3817-3820-3823-3826-3829-3832-3835-3838-3841-3844-3847-3850-3853-3856-3859-3862-3865-3868-3871-3874-3877-3880-3883-3886-3889-3892-3895-3898-3901-3904-3907-3910-3913-3916-3919-3922-3925-3928-3931-3934-3937-3940-3943-3946-3949-3952-3955-3958-3961-3964-3967-3970-3973-3976-3979-3982-3985-3988-3991-3994-3997-4000-4003-4006-4009-4012-4015-4018-4021-4024-4027-4030-4033-4036-4039-4042-4045-4048-4051-4054-4057-4060-4063-4066-4069-4072-4075-4078-4081-4084-4087-4090-4093-4096-4099-4102-4105-4108-4111-4114-4117-4120-4123-4126-4129-4132-4135-4138-4141-4144-4147-4150-4153-4156-4159-4162-4165-4168-4171-4174-4177-4180-4183-4186-4189-4192-4195-4198-4201-4204-4207-4210-4213-4216-4219-4222-4225-4228-4231-4234-4237-4240-4243-4246-4249-4252-4255-4258-4261-4264-4267-4270-4273-4276-4279-4282-4285-4288-4291-4294-4297-4300-4303-4306-4309-4312-4315-4318-4321-4324-4327-4330-4333-4336-4339-4342-4345-4348-4351-4354-4357-4360-4363-4366-4369-4372-4375-4378-4381-4384-4387-4390-4393-4396-4399-4402-4405-4408-4411-4414-4417-4420-4423-4426-4429-4432-4435-4438-4441-4444-4447-4450-4453-4456-4459-4462-4465-4468-4471-4474-4477-4480-4483-4486-4489-4492-4495-4498-4501-4504-4507-4510-4513-4516-4519-4522-4525-4528-4531-4534-4537-4540-4543-4546-4549-4552-4555-4558-4561-4564-4567-4570-4573-4576-4579-4582-4585-4588-4591-4594-4597-4600-4603-4606-4609-4612-4615-4618-4621-4624-4627-4630-4633-4636-4639-4642-4645-4648-4651-4654-4657-4660-4663-4666-4669-4672-4675-4678-4681-4684-4687-4690-4693-4696-4699-4702-4705-4708-4711-4714-4717-4720-4723-4726-4729-4732-4735-4738-4741-4744-4747-4750-4753-4756-4759-4762-4765-4768-4771-4774-4777-4780-4783-4786-4789-4792-4795-4798-4801-4804-4807-4810-4813-4816-4819-4822-4825-4828-4831-4834-4837-4840-4843-4846-4849-4852-4855-4858-4861-4864-4867-4870-4873-4876-4879-4882-4885-4888-4891-4894-4897-4900-4903-4906-4909-4912-4915-4918-4921-4924-4927-4930-4933-4936-4939-4942-4945-4948-4951-4954-4957-4960-4963-4966-4969-4972-4975-4978-4981-4984-4987-4990-4993-4996-5000

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