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November 17, 2016

VIA FEDEX OVERNIGHT

Barbara Genier
Irondequoit Town Clerk
Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14617

RE: Town of Irondequoit Frontier Franchise Application

Dear Ms. Genier:

This law firm represents Frontier Telephone of Rochester, Inc. ("Frontier") regarding its cable/video franchise application with the Town of Irondequoit ("Municipality"). Pursuant to the requirements of 16 N.Y.C.R.R. § 894.5, enclosed is an application and proposed franchise agreement for Frontier to offer cable/video service in the Municipality. Frontier requests that a public hearing be held as soon as reasonably possible in accordance with 16 N.Y.C.R.R. § 894.7. In the interim, I am available to answer questions and discuss the application and agreement. Please feel free to contact me to discuss this matter further or schedule the public hearing.

Additionally, we will forward to you a copy of the receipt for mailing the application and proposed franchise agreement to the incumbent, Time Warner Cable, after it is delivered.

If you have any questions, please contact me at (585) 210-2150 or PGlennon@GlennonLawFirm.com.

Sincerely,


Peter J. Glennon

Enclosures

cc: David Seeley, Town Supervisor (via email)

TOWN OF IRONDEQUOIT, NEW YORK

APPLICATION OF FRONTIER TELEPHONE OF ROCHESTER, INC.

FOR A CABLE TELEVISION FRANCHISE

Frontier Telephone of Rochester, Inc. ("Frontier") respectfully files this application for a cable television franchise with the Town of Irondequoit, New York ("Town of Irondequoit" or the "Town").

Background:

Overview of Frontier

Frontier's motto is "We can help!" Frontier goes the extra mile for our customers and is extremely proud to serve our communities. Local engagement is more than a strategy to Frontier. It is in our DNA. Broadband and communications are central parts of daily life and are requirements for our communities to thrive and grow. Frontier takes seriously our responsibility to reliably deliver these services to the millions of customers we serve.

Frontier's parent company is Frontier Communications Corporation, Frontier Communications Corporation is an S&P 500 company and is included in the Fortune 1000 list of America's largest corporations. Frontier serves a mix of urban, suburban, and rural areas in 29 states across the United States. Frontier offers a variety of services to customers over its fiber-optic and copper networks, including video, high-speed internet, advanced voice and Frontier Secure digital protection solutions. Frontier Business Edge offers communications solutions to small, medium, and enterprise businesses.

Frontier's Values

Frontier is committed to its core value of being the leader in providing communications services to residential and business customers in its markets by putting our customers first, treating our customers, business partners, and employees with respect, keeping our commitments, being accountable at all times, being ethical in all of our dealings, being innovative and taking the initiative, being a team player, being active in our communities, doing right the first time and continuously improving, using resources wisely and always having a positive attitude.

Overview of Frontier

Frontier is one of New York's largest incumbent local exchange carriers and our New York infrastructure is critical to residential customers and to the success of businesses

large and small, educational institutions, healthcare facilities and public safety agencies in the communities we serve. Frontier's network is essential to the support of other telecommunications (such as wireless carriers) and information service providers. All Frontier products and services offer 24/7/365 support from a 100% U.S.-based workforce.

Frontier employees live and work in the New York communities they serve. They are our customers' friends and neighbors and the subject matter experts on the best communications technology for home and business. They are customer-focused and empowered to make the right decisions for the customer. Employees support programs and initiatives important to their communities and live Frontier's values every day.

Frontier is deeply committed to the communities we serve. Examples include:

- One of the top 20 employers in the Finger Lakes Region
- Naming rights for Frontier Field
- Creator and supporter of America's Best Communities program, which gives an opportunity for communities to win funding to support local initiatives to improve their communities. Three Finger Lakes area communities participated in submitting community improvement plans.
- Chamber of Commerce involvement throughout the Finger Lakes Region
- Committed to hiring of veterans, an Honor and Remember supporter and event sponsor
- Employee participation and leadership in United Way events, Relay for Life, Day of Caring and many other local community events.

Frontier's Commitment to Our Customers

Each of Frontier's markets across the 29 states we serve has a General Manager who is personally accountable for delivering extraordinary service. Decisions are made at the local level taking into account local needs and interests. In the Rochester/Finger Lakes area, the Area General Managers are Bill Carpenter and Claudia Maroney. Frontier's Senior Vice-President/General Manager for New York is Elena Kilpatrick. Frontier's regional, state and local leadership are actively involved in day-to-day operations and personally see to it that customers in their markets are receiving our best. From the CEO down, we are all accountable to our customers every day. When storms or natural disasters strike our regions, we are among the first to respond, and have the national resources to call upon. When members of our community fall on tough times, we pride ourselves on being there to support them. Our technicians work around the clock in some tough conditions to keep your services running smoothly. Know that when a person becomes a Frontier customer, they are signing up for over 28,600 employees at their back. Every day, our employees put the customer first.

Frontier's Commitment to Veterans

Frontier is also an award-winning veteran employer and proud to support those who served our nation. More than 1 out of every 10 Frontier employees is a veteran, reservist, and/or the spouse of a veteran. Frontier is a member of The Military Spouse Employment Partnership, The 100,000 Jobs Mission, The Employer Partnership of the Armed Forces, Honor and Remember, and Joining Forces.

Incorporation

Frontier Telephone of Rochester, Inc., the applicant, is a New York Corporation in good standing and authorized to do business in the State of New York.

The following responds directly to the information required by New York State Department of Public Service Regulation Section 894.5 (16 NYCRR §894.5)

A. The following provides a general description of the technology and infrastructure of the cable television system proposed to be constructed:

Frontier Communications' Vantage TV video offering is powered by Ericsson's Mediaroom software platform. Mediaroom is the world's #1 IPTV platform – one that is proven and widely adopted by Network Service Providers worldwide – with over 16.4 million subscriber households and 32 million connected devices running the software to date. Vantage TV is an innovative, scalable, and highly reliable video service designed to run over our IP enabled networks (xDSL, FTTP/FTTN, etc.). Our customers' satisfaction has been extremely high to date – relative to our competitor's video offerings in the same markets in which we are deployed.

Vantage TV's core product features include:

- Secure delivery of SD (Standard Definition), HD (High Definition) and 4K/UHD (Ultra High Definition) content – via integrated Digital Rights Management – to set-top Boxes on each TV.
- Superior HD, SD & UHD picture quality.
- WiFi-enabled set-top boxes are also a deployment option allowing our customers to place their TVs wherever they want in their homes.
- Live TV broadcast with instant channel change allowing super-fast navigation through our Interactive Programming Guide.
- Video On-Demand library that will contain more than 100,000 movies and shows.

- Total Home DVR records up to 6 shows at once and lets our customers pause, rewind and play back live TV and store over 170 hours of HD programming. We provide our customers with up to 1 Terabyte worth of on-premise storage capacity.
- Next generation EPG (Electronic Program Guide) and enhanced search functionality deliver real time results with a rich, new visual poster-art driven experience that allows our customers to easily discover and consume content on their terms.
- Integrated interactive applications include Social TV (access to Twitter and Facebook), Weather, Interactive Workout, Home Shopping Network and interactive games.

It is important to note that Vantage TV is more than just a “middleware” or a User Interface; it is an end-to-end platform that covers *all* video functional dependencies starting from Content Acquisition all the way through to Service Consumption. These are described below:

Content Acquisition: Frontier processes Live and On-Demand content through encoders and content packaging tools at our Video Headend in Fort Wayne, Indiana and Video Serving Offices (VSOs) in markets that we serve. Acquisition Servers (A-Servers) in our service delivery architecture encrypt streams, encapsulate in RTP and/or Smooth Streaming format, and put multicast streams out on our network for devices to seamlessly connect to and consume content.

Content Protection: Frontier secures all of the content it received through leveraged Digital Rights Management (DRM) and Public Key Infrastructure (PKI) systems, which in turn, establishes trust across its entire server environment and its set-top Box clients.

Service Management. Vantage TV leverages a complex TV Services management tool to configure and manage subscriber information, Live TV Services, Channel Line-Up / Channel Maps, and Video On Demand Services all from a web-based interface that our Video Operations team controls.

Subscriber Management: Frontier integrates Vantage TV with our internal Billing and Provisioning systems (OSS/BSS) in a seamless fashion to ensure the most efficient customer experience. We continuously monitor the system end to end and manage subscriber groups, entitlements, and user authentication to all content and packages, while at all times protecting customer information

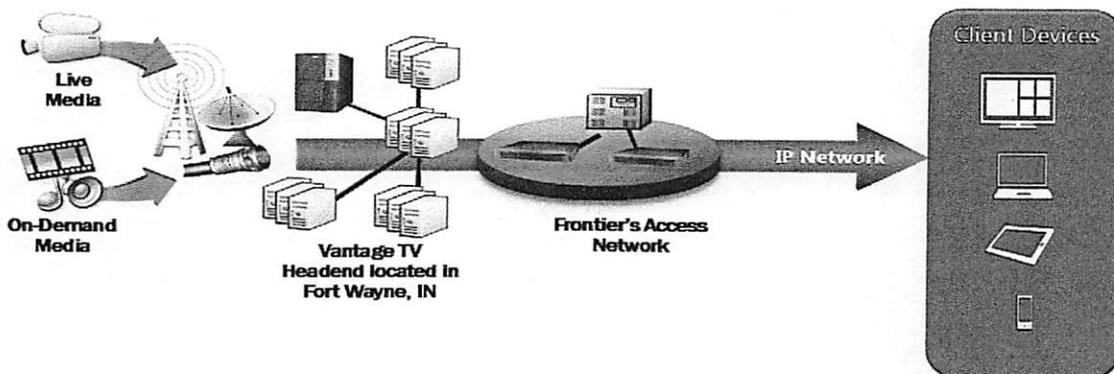
A subscriber group is essentially a category to which one or more client set-top boxes are associated with. For example, a single client device might be in the following subscriber groups: “HD-capable,” “Premium Content Package,” and/or “Suburban Illinois metro area.”

Subscriber groups also have Server clusters associated with them (for VOD and Linear TV Services). For example "South Metro" might be used to associate a subscriber group to a set of live channels, public-access channels, and correlated to a specific set of video distribution servers that provide content.

The TV Services Management tool then offers the ability to associate clusters of Servers with a subscriber group and to associate subscriber groups with client devices (propagating associated content rights and entitlements).

Service Delivery: Frontier delivers high-quality Live and Video-on-Demand content over our Managed IP Network to the customer premise. Distribution Servers (D-Servers) in our service delivery architecture buffer streams, generate instant channel change bursts, and do forward error packet correction.

Service Consumption: Frontier presents content to our customers' TVs in a secure and reliable manner through Vantage TV's client software. That software, which decrypts the stream (via SOC / System on a Chip), resides directly on our customers' set-top boxes.



In summary, Vantage TV is an end to end software solution that enables Frontier to deliver next-generation TV experiences including standard and high-definition/ultra-high-definition live TV channels, video-on-demand (VOD), digital video recording (DVR) and connected entertainment experiences to our customers.

The following responds directly to the requested information set forth in the Request for Proposals regarding a description of the proposed system design and planned operation:

- 1. Channel capacity, including both the total capability of the proposed system and the number of channels to be energized immediately**

Frontier's underlying technology allows for an almost unlimited channel capacity. While a final channel lineup has not been finalized at this time, please see "Exhibit A- channel lineup and programming packages" from another jurisdiction Frontier offers service. Frontier will provide the Town with a copy of the actual channel

lineup prior to launching service. Frontier also provides a robust library of Video on Demand content.

2. Television and radio broadcast signals which the applicant intends to carry on its system initially

Frontier will make all appropriate filings and preparations prior to the turn up of its video service including (1) filing a community registration with the FCC via FCC Form 322; (2) providing notice to local broadcasters and requesting either must-carry or retransmission consent election.

In its existing markets, Frontier complies with many additional federal requirements in providing its service, including all of the FCC requirements applicable to multichannel video programming distributors (such as equal employment opportunity and set-top box requirements), the FCC requirements applicable to EAS participants that are wireline video service providers, other FCC requirements applicable to provision of Vantage TV (Frontier Broadband Service in New York) (such as receive-only earth station license requirements and annual regulatory fees for IPTV providers), and the Copyright Office requirements for cable systems filing semi-annual copyright statements of accounts and paying statutory license fees. Frontier does not file an FCC Form 327 relating to CARS microwave facilities because Frontier does not use such facilities in connection with the provision of Vantage TV. Similarly, Frontier does not file FCC Form 320 and FCC Form 321 as they relate to the use of aeronautical frequencies that are not applicable to the IPTV technology.

In these areas where Frontier offers service, area, Frontier will use existing retransmission or must carry agreements for the Rochester, NY Designated Market Area (DMA).

The planned carriage of these stations could include both primary and multicast signals of each station.

3. Extent and type of any origination cablecasting to be undertaken, and the facilities, equipment and staff to be employed therein; and

i. Location of antennae and headend(s)

Frontier has a "super head end" in Fort Wayne, Indiana which has a satellite "farm" used to download national content. This super head end has redundancy to receive terrestrial secondary feeds from Verizon, i.e., should an emergency interrupt service from one of its national content sources. The national content is encoded and then deployed over diverse 10 GIG circuits to the local head where the local content, including public, educational and government access channels, is inserted for delivery to end users. Customers in the Town will be served out of the head end in Fort

Wayne, Indiana and a local head end in Rochester, New York. Frontier will pick up the local broadcast signals via fiber circuits and/or will also capture those signals by antennae located at the local head end and /or as a back-up, precautionary measure.

ii. Plans for two-way capability, including a proposed schedule indicating when two-way capability will become available from particular points;

While an exact launch date has yet to be determined, Frontier is working diligently to complete all necessary work and required testing and operational readiness reviews to offer service to customers upon successful execution of a Franchise Agreement. Frontier will meet with Commission and appropriate member jurisdictions to share the actual launch date when it becomes finalized.

iii. Location of origination points and origination facilities

To be determined based on discussion with the Town.

iv. Extent and type of automated services to be provided; and

As noted in Section B above, Frontier has provided a sample channel lineup. See Exhibit A. This illustrates the vast selection of content available to subscribers.

Vantage TV offers:

Incredible 100% digital picture and sound.

Total-home DVR with ability to record up to six shows at once and view on any TV with a set-top box.

Instant channel change and super-fast navigation through our interactive program guide and Video on Demand.

The ability to watch up to six different channels at once with Multi-View.

The ability to Pause, Fast Forward, Rewind live or recorded shows on up to eight TVs in your house.

Next generation enhanced search which delivers real-time results by program name, actor/actress and other keywords across Live TV, Video On Demand and DVR recordings.

Introducing Channel Peeks which maintains full-screen viewing while "peeking" into other programming.

Recent & DVR Peek allows you to preview and tune to any of the last five channels or DVR recordings

Number of channels to be utilized for access cablecasting, and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs.

- v. **Number of channels to be utilized for access cablecasting, and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs.**

Frontier will carry the same number of PEG stations as the incumbent.

Frontier will make all franchised municipalities' access channels available to its subscribers. For purposes of acquiring the signal, Frontier will pick up the particular municipality's access channel signals at the point(s) of origination via fiber facility and transport such content back to the local VSO for insertion in the channel lineup. At the point(s) of origination, Frontier will need rack space and power for its equipment to receive the signal(s) handed off by the Town to Franchisee. Franchisee will pay for all facilities and equipment located on its side of the demarcation point where the Town will hand off its content to Franchisee and as is industry practice the Town will be responsible for all equipment on its side of the demarcation point.

B. The terms and conditions under which service is to be provided to educational and governmental entities.

Frontier will provide at no charge expanded basic service to all government buildings, schools, and public libraries located within its service footprint so long as those locations are capable of receiving service from Frontier and no other cable provider is providing service at such locations.

C. Terms concerning rates and construction schedules which satisfy the requirements of 16 NYCRR Part 895.

1. Rates

Final rates have yet to be determined, please see "Exhibit B- sample rates" which are offered here for illustrative purposes.

2. Construction Schedules

Frontier is still finalizing its initial footprint for the deployment of cable services within the Town's service area. Frontier's planned deployment is highly confidential. Pursuant to an executed franchise agreement(s), Frontier will meet regularly with the Town and the Commission to discuss where service is available and any plans for

additional deployment. Frontier is the second entrant into the wireline video market in the Town. As a second entrant, investment in and expansion of Frontier's cable system should be driven by market success, and not a contractual requirement for ubiquitous coverage.

The following sets forth some critical background with respect to employment of both telecommunications and cable infrastructure. Initially, local telephone companies were granted monopolies over local exchange service in exchange for taking on a provider of last resort obligation- a duty to provide service - to customers in its service territory. Similarly, with respect to video services. The incumbent video provider (and its predecessors) operated as a monopoly over facilities-based video. In exchange for making the capital investment to deploy facilities, the incumbent cable company got 100 percent of the customers who wanted cable television.

Subsequently, with respect to telephone services, the federal and local governments effectively eliminated the local telephone monopolies and fostered robust competition. It should be noted that in doing so, the telecom second entrant had absolutely no obligation to build any facilities or to serve any particular location(s) at all. As the FCC noted, imposing build-out requirements on new entrants in the telecommunications industry would constitute a barrier to entry (13 FCC Red 3460, 1997). Cable companies were free to enter the telecom market on terms that made business and economic sense to them. This very environment was the catalyst for robust wireless and wireline competition and the proliferation of higher broadband speeds.

Congress became concerned about the lack of competition in the video world and in 1992 amended federal law to prohibit a local franchising authority from "unreasonably[y] refus[ing] to award an additional competitive franchise." 47 U.S.C. § 541(a)(1) provides a direct avenue for federal court relief in the event of such an unreasonable refusal. 47 U.S.C. § 555(a) and (b). Until the advent, however, of state statutes granting statewide cable franchises without a mandatory build requirement (e.g., Florida) or progressive cities willing to grant competitive franchises, cable monopolies continued to the detriment of consumers and competition. Level playing field requirements are just one example of barriers to competitive entry erected by cities at the behest of the cable monopolies.

Courts have ruled, however, that "level playing field" provisions do not require identical terms for new entrants. See, for example, *Insight Communications v. Town of Louisville*, 2003 WL 21473455 (Ky. Ct. App. 2003), where the court found: There will never be an apple-to-apple comparison for Insight and other franchisee simply because Insight is the incumbent which in its own right and through its predecessors has been the exclusive provider of cable services in the Town of Louisville for almost thirty years. No new cable franchisee can ever be in the same position as a thirty-year veteran. See also, *In Cable TV Fund 14-A, Ltd. v. Town of Naperville* (1997 WL 209692 (N.D. Ill); and *New England Cable Television Ass'n, Inc. v. Connecticut DPUC* 717 A.2d 1276 (1998).

In sharp contrast to the monopoly provider, a second entrant faces a significant capital outlay with absolutely no assurance of acquiring customers; rather, it must compete with the monopoly incumbent and win each and every customer over. As Professor Thomas Hazlett of George Mason University has explained, "[i]ncumbents advocate build-out requirements precisely because such rules tend to limit, rather than expand, competition." The federal Department of Justice has also noted that "...consumers generally are best served if market forces determine when and where competitors enter. Regulatory restrictions and conditions on entry tend to shield incumbents from competition and are associated with a range of economic inefficiencies including higher production costs, reduced innovation, and distorted service choices." (Department of Justice Ex Parte, May 10, 2006, FCC MC Dkt 05-311)

The fact is that the incumbent cable provider has (1) an established market position; (2) all of the cable customers; and (3) an existing, in-place infrastructure. These disparate market positions make imposing a build-out requirement on a competitive entrant bad public policy. Under the guise of "level playing field" claims, incumbent cable operators seek to require new entrants to duplicate the networks the incumbents built as monopolies, knowing that such a requirement will greatly reduce, if not eliminate, the risk of competitive entry.

In 2007, the FCC issued its findings with respect to facilities based video competition and held as follows: (1) with respect to level playing field requirements, the FCC stated that such mandates "unreasonably impede competitive entry into the multichannel video marketplace by requiring local franchising authorities to grant franchises to competitors on substantially the same terms imposed on the incumbent cable operators (Para. 138); and (2) with respect to mandatory build out, the FCC held that "an LFA's refusal to grant a competitive franchise because of an applicant's unwillingness to agree to unreasonable build out mandates constitutes an unreasonable refusal to award a competitive franchise within the meaning of Section 621(a)(1) [47 U.S.C. § 541(a)(1)]."

Those two FCC holdings alone should put this entire matter to rest - level playing field requirements and unreasonable mandatory build requirements are barriers to competitive entry in the cable market and violate the federal Cable Act and the FCC's order. New York, however, codified its requirements in a state law and the FCC expressly declined to "preempt" state laws addressing the cable franchising process.

It is clear, however, that the FCC did not intend to protect the New York statute which mandates the imposition of barriers to entry on each and every local franchising authority. As various providers were trying to enter the competitive cable market and encountering barriers such as level playing field requirements and mandatory build out provisions, many states passed statutes to facilitate competitive entry and to prevent local franchising authorities from erecting barriers to entry. Such laws were passed in 26 states including Florida, Missouri and North Carolina, where incumbent video

providers have taken advantage of the streamlined process to enter a market without a mandatory build obligation. These laws have facilitated competitive entry as evidenced, for example, by the presence of four facilities based competitors in the Orlando, Florida market, including CenturyLink and Comcast. As such, these state laws are aligned and not in conflict with the FCC's and Congress' policies for promoting competition in the video distribution market.

New York's cable law, however, is quite the opposite. New York's cable act dates back to the 1970s and directs each local franchising authority to impose not only a level playing field across a broad range of issues (many of which Frontier does not oppose), but also a five year mandatory build out requirement. Both of these provisions have been deemed to be barriers to entry by the FCC. The incontrovertible fact is that the law has been extremely successful in barring cable communications competition in the Town. The Town has not experienced any facilities-based competition because of the barriers to entry New York codified in 16 NYCRR Part 895.

In support of this position, that the FCC's 2007 Order preempts 16 NYCRR §895.5, Frontier notes the following:

- Conflict preemption: State law may be preempted without express Congressional authorization to the extent it actually conflicts with federal law where state law "stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress." *English v. General Elec. Co.*, 496 U.S. 72, 79 (1990).
- Whether state law constitutes a sufficient obstacle is a matter of judgment to be informed by examining the federal statute as a whole and identifying its purpose and intended effects. *Crosby v. Nat'l Foreign Trade Council*, 530 U.S. 363 #372 (2000).
- 16 NYCRR §895.5 mandates terms that each municipality must implement in granting a new or renewed cable franchise.
- 16 NYCRR § 895.5(b)(1) provides "That within five years of receipt of all necessary operating authorizations , cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area.
- Section 621(a)(1) initially gave local authorities the authority to grant franchises, but this broad grant resulted in exclusive franchises/monopolies. Congress "believe[d] that exclusive franchises are contrary to federal policy ... which is intended to promote the development of competition." H.R. Conf. Rep. No. 102-862, at 77 (1992).

- Legislative history clearly supports that Congress was focused on fostering competition when it passed the 1992 Act. *Qwest Broadband Servs. Inc. v. Town of Boulder*, 151 F. Supp.1236, 1244 (D. Colo. 2001).
- In its 2007 order, the FCC found that "an LFA's refusal to grant a competitive franchise because of an applicant's unwillingness to agree to unreasonable build out mandates constitutes an unreasonable refusal to award a competitive franchise within the meaning of Section 621(a)(1)." The FCC order, however, targeted local and not state laws.
- Arguably, the New York build requirements set forth in 16 NYCRR § 895.5 are in conflict with Section 621(a)(1) and are, therefore, preempted.
- In the Boulder case, the court applied Section 621's prohibition on unreasonable refusals to grant franchises to find conflict preemption where local rules required voter approval for any new franchises.
- The mandatory build out in the New York law could be considered a de facto "unreasonable refusal" to grant a franchise and thus conflict with the pro-competition purpose set forth in Section 621(a)(1).
- In upholding the FCC's ruling, the Sixth Circuit stated that "while the [FCC] characterized build out requirements as 'eminently sensible' under the prior regime in which cable providers were granted community-wide monopolies, under the current, competitive regime, these requirements 'make entry so expensive that the prospective ... provider withdraws its application and simply declines to serve any portion of the community.'" *Alliance for Cmty Media v. FCC*, 529 F.3d 763, 771 (6th Cir. 2008).
- The FCC ruling targeted local rules and actions and the FCC refrained from preempting state regulation because it lacked "a sufficient record to evaluate whether and how such state laws may lead to unreasonable refusals to award additional competitive franchises." FCC Cable Franchising Order (FCC 06-180, at n.2 &126). That is not to say, however, that upon full consideration, the FCC would not find the New York mandatory build requirements to constitute an unreasonable refusal under Section 621.
 - The franchising laws which were being enacted about the time of the FCC order facilitated competitive entrants into the facilities based video market.

- In sharp contrast, the New York statutes mandates individual cities and commissions to include onerous build out schedules which, standing alone, would run afoul of the FCC's order.

It should also be noted that in Minnesota, which has a statutory provisions similar to 16 NYCRR § 895.5, 40 cities have approved a market based approach to build-out requirements for second entrants. Moreover, and there have been two cases in Minnesota where the Court has recognized that a second entrant where the Court could be awarded a competitive franchise without satisfying all the mandates of Chapter 238. *See e.g., Mediacom Minnesota, LLC v. Town of Prior Lake*, Minn. Ct. of Appeals, A09-1379 (Unpublished decision, Filed June 22, 2010). In October 2014, the Town of Owatonna awarded a competitive franchise to a second provider, and the franchise did not contain the five year build requirement set forth in Chapter 238. Rather, it contained a market success model expressly endorsed by the FCC. The competitor will provide service to 25 percent of the Town of Owatonna and will have no further obligation to enable the provision of cable communications services until 48 percent of households in the footprint subscribe to its service.

Finally, nothing in the *FCC's* Order on Reconsideration released in January of this year alters the above analysis.

Should the Town, for any reason, oppose Frontier's market success build-out proposal, Frontier will alternatively propose a limited geographic franchise agreement to identify the areas within the Town where Frontier would make cable service available. As demonstrated by the franchise awarded to Verizon by the Town of Glen Cove, the New York Public Service Commission has recognized the legitimacy of such geographically limited franchises.

D. If an application seeks a franchise for an area for which an existing franchise is in effect, the applicant shall indicate specifically whether it will provide service on the same terms and conditions as contained in such existing franchise and may include a proposed franchise consistent therewith

See Section B above and proposed Franchise Agreement submitted herewith.

E. A statement of the applicant's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who will be responsible for the construction, installation and operation of the proposed system.

Frontier Communications is an S&P 500 company and is included in the Fortune 1000 list of America's largest corporations.

Senior Vice-President/General Manager, New York: is Elena Kilpatrick with overall operations responsibility for the state of New York. She has overall responsibility for the

entire operations organization in the New York and is responsible for all customer service and community relations for the state. Elena was formerly the Vice President/general manager for Pennsylvania prior to being promoted to his current position in 2016.

President and Chief Executive Officer: Daniel J. McCarthy became a member of the Frontier Board of Directors in May 2014. He has been President and Chief Operating Officer since April 2012 and was Executive Vice President and Chief Operating Officer from January 2006 to April 2012. Before this, he was Senior Vice President, Field Operations from December 2004 to December 2005, Senior Vice President, Broadband Operations from January 2004 to December 2004, and President and Chief Operating Officer of Electric Lightwave from January 2002 to December 2004.

Mr. McCarthy has been with Frontier Communications Corporation since 1990, when he joined the company's Kauai, Hawaii, electric division. In 1995, he moved to Flagstaff, Arizona, and assumed responsibility for the company's energy operations. In 2001 he was promoted to President and Chief Operating Officer of Citizens Public Services sector, responsible for the company's energy and water operations. He earned a bachelor's degree in marine engineering from the State University of New York Maritime College at Fort Schuyler, and holds an M.B.A. from the University of Phoenix.

In October 2013, he was appointed a Trustee of The Committee for Economic Development, a nonprofit, nonpartisan, business-led, public policy organization that combined with The Conference Board, a nonprofit business membership and research group organization. In December 2013, Mr. McCarthy was elected to the Board of Trustees of Sacred Heart University in Fairfield, Connecticut. He is also a member of the Western Connecticut Health Network Corporate Advisory Council.

Executive Vice President and Chief Financial Officer: Prior to joining Frontier, Perley McBride was the Chief Financial Officer of Cable & Wireless Communications Plc until its May 2016 acquisition by Liberty Global plc. Previously, Mr. McBride served as Chief Financial Officer at Leap Wireless International, which operated the Cricket Communications mobile brand, from December 2012 through May 2014 and was part of the Executive team that led the business through its acquisition by AT&T Inc. Prior to Leap Wireless, he served as Executive Vice President of Finance at The Weather Company, owner of The Weather Channel among other assets, between 2010 and 2012, where he was instrumental in achieving sustained EBITDA growth and reducing leverage by two turns. He served in several senior financial management roles at Frontier between 1999 and 2010, and also between 1994 and 1997. During that period, he created a culture of expense discipline that enabled Frontier to achieve a consistent track record of sustaining industry-leading margins. He also worked in the finance department at Sprint Corporation early in his career. He holds a Bachelor of Science degree from Mount Allison University in Canada and has an MBA from the University of Houston.

Executive Vice President and Chief Customer Service Officer: Cecilia K. McKenney is Executive Vice President and Chief Customer Service Officer, responsible for Frontier

Secure, Marketing and Customer Service. She was previously Executive Vice President, Frontier Secure and Administration, responsible for Frontier Secure, Human Resources, Marketing, and Product Development. Before this, she was responsible for Human Resources, Sales Operations, Corporate Communications and Public Relations. She was Executive Vice President, Human Resources and Call Center Sales & Service from February 2008 to May 2012. Ms. McKenney joined the company as Senior Vice President, Human Resources in February 2006. She is a member of the company's Senior Leadership Team and reports to the CEO.

Frontier Secure, a service of Frontier Communications, offers products and services to protect every aspect of digital life, including computer security, cloud backup & sharing, the connected home, identity protection, equipment protection and 24/7 U.S.-based premium technical support. Its products and services are sold nationwide directly to consumers and small businesses, and wholesale through strategic partnerships. Prior to Frontier, Ms. McKenney was Group Vice President of Headquarters Human Resources for the Pepsi Bottling Group, Inc. (PBG) in Somers, New York, responsible for all Human Resources functions supporting PBG's worldwide operations. Her organization supported PBG's headquarters and call center in addition to providing long-term strategic direction and day-to-day business support for Staffing, Compensation and Benefits, Diversity, Training, Talent Development and Human Resources Systems.

Ms. McKenney joined the Pepsi-Cola Company in 1989 in its headquarters-based employee benefits group. She became Human Resources Manager in Pepsi-Cola's Northeast Business Unit in 1992. In less than two years, Ms. McKenney transferred to Northern California to manage HR issues for the company's San Francisco market. In 1995, she was appointed Director of Human Resources for PBG's California Business Unit. When PBG became an independent company near the end of 1998, Ms. McKenney was appointed Vice President, Staffing and Diversity at Company's headquarters. In 2000, she was promoted to Vice President, Headquarters Human Resources and was named Group Vice President, Headquarters Human Resources, in 2004.

Prior to Pepsi, Ms. McKenney worked for Mutual of New York and L.F. Rothschild in Human Resource and Management roles. She earned a bachelor's degree in business administration from Franklin & Marshall College and is a Certified Employee Benefits Specialist.

Ms. McKenney is a member of The Leadership Council of Franklin & Marshall College and a member of the Board of Directors of The Child Care Council of Westchester County, Inc. In May 2014, she was honored with the HR Leader Award in the Large Company category at the 2014 Fairfield County HR People of the Year Awards. The awards are given each year by The Southern Connecticut Chapter of the Society for Human Resource Management to recognize individuals whose performance and contributions have significantly benefited their organizations, the Human Resources profession and the community.

Executive Vice President, External Affairs: Kathleen Quinn Abernathy is Executive Vice President, External Affairs, responsible for the company's governmental and regulatory affairs. From March 2010 to June 2012, she was Chief Legal Officer and Executive Vice President, Regulatory and Governmental Affairs. Prior to joining Frontier, she was a Partner at Wilkinson Barker Knauer LLP, advising clients on a wide range of legal, policy and regulatory issues related to telecommunications and the media. Before this, she was a Partner at the law firm of Akin Gump Strauss Hauer & Feld, LLP.

Ms. Abernathy served as a Commissioner with the Federal Communications Commission (FCC) from 2001-2005. While a Commissioner, she chaired the Federal-State Joint Board on Universal Service and participated as a U.S. representative in numerous international bilateral and multilateral negotiations, including the 2002 International Telecommunication Union (ITU) Plenipotentiary Conference and the 2003 ITU World Radiocommunications Conference. She was appointed by the ITU to chair the 2004 ITU Global Symposium for Regulators.

Prior to joining the FCC, Ms. Abernathy was Vice President for Public Policy at BroadBand Office Communications; Vice President for Regulatory Affairs at US West; and Vice President for Federal Regulatory Affairs at AirTouch Communications. Earlier in her career, she was Legal Advisor to two FCC commissioners and a Special Assistant to the agency's General Counsel.

Ms. Abernathy has received numerous honors and awards in recognition of her contributions to the profession. In 2011 she was named one of the "Top Ten Women in Telecom" by Fierce Telecom and honored by Legal Momentum with an "Aiming High Award." She was featured in Chambers USA's "Leaders in their Field" in the Telecom, Broadcast & Satellite: Regulatory category (2009); included in the Washington, DC edition of Super Lawyers (2009, 2010); and named one of Washington's Top Lawyers by Washingtonian magazine (2007, 2009).

Ms. Abernathy served on Frontier Communications' board of directors from April 2006 through February 2010. She is currently on the boards of the John Gardner Fellowship Association, which is affiliated with U.C. Berkley, and Stanford University and Children Now. She also serves on the board of ISO New England Inc., the operator of New England's bulk power and wholesale electricity markets.

Ms. Abernathy received her B.A. magna cum laude from Marquette University and her J.D. from Catholic University of America's Columbus School of Law, where she was a Distinguished Practitioner in Residence. She is a member of the District of Columbia Bar and the Federal Communications Bar Association, of which she is a Past-President, and has served as an adjunct professor at Georgetown University Law Center and The Columbus School of Law.

Executive Vice President, General Counsel Secretary: Mark D. Nielsen joined Frontier in March 2014 as Senior Vice President, General Counsel, and Secretary. Prior

to this, he was Associate General Counsel and Chief Compliance Officer for Danbury, Conn.-based Praxair Inc. From 2007 to 2009, he was a Vice President and Assistant General Counsel of defense contractor Raytheon Co. Before that, Mr. Nielsen served as Chief Legal Counsel, and then Chief of Staff, to Massachusetts Governor Mitt Romney (2004-2007).

Mr. Nielsen began his legal career in 1990 as an associate with the Hartford law firm of Murtha, Cullina LLP. He also served three two-year terms in the Connecticut Legislature, one term in the House (1993-1995) followed by two terms in the Senate (1995-1999).

Mr. Nielsen graduated from Harvard College magna cum laude and Phi Beta Kappa. He earned his law degree, cum laude, from Harvard Law School.

Steve Gable, Executive Vice President and Chief Technology Officer: Mr. Gable joined Frontier in November 2012 as Senior Vice President and Chief Information Officer. In April 2015, he became Executive Vice President and Chief Technology Officer (CTO). Prior to Frontier, Mr. Gable was Executive Vice President/CTO of Tribune Company. At the same time, he was President, Tribune Digital, with expanded responsibility for the strategy and supporting technology that powered the company's digital brands "latimes.com" and "chicagotribune.com."

From 2008 to 2010, he was Senior Vice President and CTO for Tribune Company, responsible for all aspects of information technology systems for its TV and newspaper operations.

Before this, he served as Vice President of Technology for Clear Channel Radio, responsible for the technology strategy and direction of over 1,200 radio stations. He earned a Bachelor's degree in Business Administration and a Master's degree in Systems from Northwestern University

Scott Mispagel, Senior Vice President Network Planning and Engineering: Scott is the Senior Vice President of Technology Planning and Engineering at Frontier Communications where has responsibility for developing, deploying and managing Frontier's network technologies and architecture nation-wide. He has over 18 years of telecommunications experience engineering and managing carrier and video networks. Prior to Frontier, Scott held a similar position as the Vice President of Network Planning and Engineering at Windstream Communications and Valor Telecom where he led all Voice, Video and Data engineering efforts.

Scott Abbott, VP, Video Strategy and Sales: Scott is a 33 year cable telecommunications industry veteran specializing in video content negotiation and management of national cable satellite networks and broadcast television retransmission consent agreements. He joined Frontier Communications in 2012 and is currently the Video Content lead whose video portfolio is in excess of \$1B annually. Scott provides input and guidance on the overall corporate video and content strategy as Frontier grows

its video business. In addition to his direct responsibilities for negotiations, relationships and management of all content matters, he has specific ownership of the large omnibus content owner portfolios; Fox Cable Networks, CBS, NBCU, Viacom and Discovery, etc. Scott guides compliance issues with various internal groups; Product, Settlements and Legal to ensure contractual obligations are met. Most recently, Scott was the Content lead and integration expert delivering ready-to-go at close of the video portfolio for Frontier's acquisition of ATT's CT property in 2014 and the 1.2 MM Verizon acquisition that closed in Q1 2016. Prior to joining Frontier, Scott worked at the National Cable Television Cooperative for 14 years where, among other duties, he negotiated and managed a video portfolio of more than \$1B annually. As EVP, second in command, he provided strategic oversight of the entire video portfolio in excess of \$2B annually. He also worked for several major programming networks including HBO, Disney and NBC. Scott has a Bachelors and a Master's Degree in Telecommunications from Michigan State University.

Jon Davis, Assistant Vice-President Information Technology: Jon is an experienced video operations expert with 12 years of experience in IPTV and video delivery systems. He joined Frontier Communications in November 2015 to run and unify our video operations. Previously he was Head of Video Support and Managed Services for Alcatel-Lucent and supported customers across the globe that had over 25 million end user customers. Jon led the overhaul of Alcatel-Lucent's support and managed services to create a streamlined, efficient best in class support organization that directly led to successful service provider video rollouts year after year.

Peter Milhan, Assistant Vice-President of Video Product and Sales: Peter joined Frontier in mid-2015 from Ericsson, where he was responsible for TV/Media portfolio sales and business development. Previously he worked for Microsoft for 19 years, joining Microsoft's Mediaroom division in 2005. His background with Mediaroom includes video deployment, architecture, marketing and sales. Mediaroom was acquired by Ericsson in 2013 and is the platform used by Frontier in Connecticut and future market deployments. Mihan holds a degree in Mechanical Engineering from Vanderbilt University.

Enrique Ruiz-Velasco, Director- Information Technology: Enrique is a technology leader with over ten years of experience in the field of cable television and is a pioneer of internet video streaming apps. He joined Frontier in 2015 and is currently responsible for software applications and back-ends that power Frontier's TV customer experience. Previously he worked at Verizon Communications as Director of Technology and where, for ten years, he oversaw the software development and various systems that power the FiOS TV service for 6 million video customers and 15 million set top boxes. In 2010 he introduced video streaming to tablets and mobile devices as well as Apps for smart TV's and game consoles.

Francie Leader, Director Content Strategy & Partnerships: Francie is a veteran with over 30 years of experience in the cable telecommunications industry. She joined

Frontier in July 2010 as part of the Video Content team to manage linear content for 350+ channels of programming. She is directly responsible for negotiating national satellite program carriage contracts, (ESPN/ABC/Disney, A&E, Scripps) including broadcast retransmission consent agreements to capitalize on revenue opportunities and bandwidth efficiencies. Francie directs all internal constituencies that intersect with video programming content and also manages the NCTC relationship (National Cable Television Cooperative) to ensure Frontier maximizes the benefits of its membership. Prior to joining Frontier, Francie began her career in the cable industry in franchising where she successfully franchised over 20 cities in Metropolitan Detroit for cable television service via grassroots marketing efforts. From there, she represented various national cable satellite networks, The Learning Channel, The Travel Channel, TNN, CMT, WGN, etc. and drove revenue and distribution growth for those networks as well as contributed to local and national promotional marketing campaigns to increase Network value. Francie is a well-connected relationship builder and a creative, resourceful deal-maker and catalyst for change.

F. A statement indicating whether the applicant or any of its principals owns or operates any other cable television system, directly or indirectly, and a statement indicating the name of any such operation(s) and the name and address of the chief executive officer(s) of the franchising authority(s) in which such system or station is located.

Frontier Telephone of Rochester, Inc. operates as a subsidiary of Frontier Communications Corporation.

Frontier Communications Corporations Board of Directors believes that the purpose of corporate governance is to ensure that Frontier maximize stockholder value in a manner consistent with legal requirements and the highest standards of integrity. The Board has adopted and adheres to corporate governance practices which the Board and senior management believe promote this purpose, are sound and represent best practices. We continually review these governance practices, Delaware law (the state in which we are incorporated), the rules and listing standards of the NASDAQ Exchange and SEC regulations, as well as best practices suggested by recognized governance authorities.

Frontier's Board of Directors' Code of Business Conduct and Ethics reflects Frontier's commitment to maintain a culture of integrity, honesty and accountability when dealing with our business partners, our customers, our stockholders and each other. It is intended to help us focus on areas of ethical risk, recognize and deal with ethical issues, and to provide us with the resources and procedures. The code applies to all of Frontier's directors, officers and employees, including those at Frontier's subsidiaries and affiliates.

Directors:

Pamela D. Reeve, Chairman
Leroy T. Barnes Jr., Director
Peter C.B. Bynoe, Director

Diana S. Ferguson, Director
Edward Fraioli, Director Daniel J. McCarthy, Director
Virginia P. Ruesterholz, Director
Howard L. Schrott, Director
Lorraine D. Segil, Director Mark Shapiro, Director
Myron A. Wick, III, Director

Officers:

Chief Executive Officer and President	Daniel McCarthy
Executive Vice President, External Affairs	Kathleen Quinn Abernathy
Executive Vice President and Chief Financial Officer	Perley McBride
Executive Vice President, and Chief Customer Office	Cecilia K McKenney
Executive Vice President, Field Operations	John Lass
Executive Vice President and Chief Technology Officer	Steve Gable
Executive Vice President, General Counsel, Secretary	Mark D. Nielsen
Executive Vice President and Chief People Officer	Kathleen Weslock

Contact information for the members of Frontier's Board of Directors and Management, as well as their profiles, may be found at <http://investor.frontier.com/directors.cf> and Frontier's Management's profiles found at <http://investor.frontier.com/management.cfm>.

For information concerning the number of shares held by each officer or director of Frontier, please see Frontier Communications Corporation's most recent Form 10-K (along with all other SEC filings) found at: <http://investor.frontier.com/sec.cfm>.

For information concerning intercompany relationships, including the parent, subsidiary or affiliated companies please see the detailed corporate structure depicted on the attached Exhibit C.

G. A documented plan for financing the proposed system, which plan shall indicate specifically every significant anticipated source of capital and any and all limitations or conditions with respect to the availability of the indicated sources of capital.

Frontier's ultimate parent company is Frontier Communications Corporation. Frontier Communications Corporation's most recent Form 10-K (along with all other SEC filings) may be found here: <http://investor.frontier.com/sec.cfm>. Frontier Communications Corporation is an S&P 500 company and is included in the Fortune 1000 list of America's largest corporations with reported fourth quarter 2015 revenue of \$1,413 million and operating income of \$182 million. Frontier does not require any unique or additional funding sources (i.e. special notes or bonds) in order to deploy its Vantage TV service in this, or any other market.

As a publicly traded company, Frontier releases a very limited amount of forward-looking information for the company as a whole, but it does not provide forward-

looking information at the individual market level because it could lead to incorrect or inappropriate assumptions or conclusions by its current and potential investors regarding the business as a whole. Given the extremely sensitive nature of the information contained in the requested pro forma, Frontier cannot file this information as part of its application.

H. A statement indicating whether the applicant or any of its principals (which, in the case of corporation, shall include all officers, directors and persons having a legal or equitable interest in 10 percent or more of the voting stock):

1. Has ever been convicted of a crime involving moral turpitude (including criminal fraud) or is presently under indictment charging such a crime.

No.

2. Has ever been held liable by any court of competent jurisdiction in any civil action based on fraud, deceit or misrepresentation:

No.

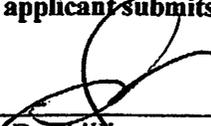
Or

3. Has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations.

No.

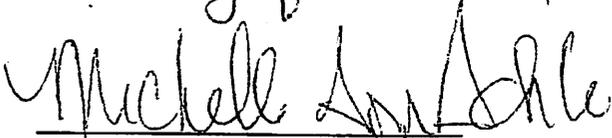
If the statement is affirmative with respect to any of the above-mentioned adverse considerations, the applicant should include in the statement of such explanatory material as it deem appropriate.

I. The applicant shall mail a copy of the application to each person that holds an existing franchise from, or provides cable service in the municipalities. Such mailing shall be made on or before the date the applicant submits its application to the municipality.



Jack D. Phillips
Director, Gov't and External Affairs

Subscribed and sworn to before me
this 7th day of November, 2016



Michelle Ann Schlie

Notary public
My Commission Expires:

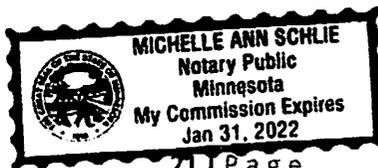
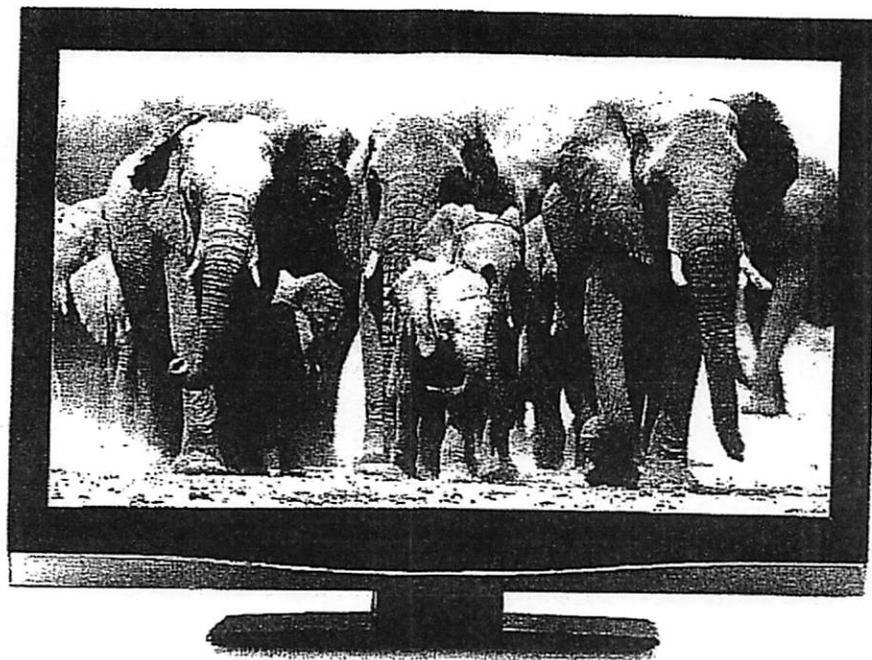


Exhibit A



Vantage™ TV

DURHAM, NC

CHANNEL DIRECTORY

By channel name and package



DURHAM, NC CHANNEL DIRECTORY

Guide Channels	
Adult Only On Demand	956
DVR App	9999
Frontier Account Manager App	9910
Vantage TV On Demand	1

Basic	
EVINE Live	19
HSN	6
OVC	12
WARZ_LP	34
WFLC (CW)	22
WNCN (NBC)	17
WRAL (CBS)	5
WRAY (IND)	30
WRAX (FOX)	13
WRPX (ION)	47
WTNC (UniMas)	26
WTVB (ABC)	11
WUNC (PBS)	4
WUVC (Univision)	40

Prime	
A&E	132
AMC	119
American Heroes (fka Military Channel)	259
Animal Planet	252
As Seen On TV	37
AWE (fka Wealth TV)	147
BBC America	122
BET	155
BET Gospel	516
BET Jams	508
BET Soul	522
Boomerang	327
Bravo	181
BTN	650
BUY TV	228
BuyIt	196
BuyIt2	247
BYU	567
C-SPAN	230
C-SPAN2	231
C-SPAN3	232
Cartoon Network	325
Centric	515
Chiller	153
clio	161
CMT	525
CMT Music	527
CNBC	216
CNN	202
Comedy Central	140
Cooking Channel	456
Crime & Investigation Network	163
Daystar	563
Discovery Channel	120
Discovery Family (fka The Hub)	335
Disney Channel	302
Disney Jr.	306
Disney XD	304
DIY Network	454
E! Entertainment Television	134
ESPN	602
ESPN Classic	603
ESPN2	606
ESPNNews	604
ESPNU	605
Esquire Network	380
EWTN	562
EWTN Espanol	3077
FamilyNet	566
FM	182
Food Network	452
Fox Business Network	211

Fox News Channel	210
Fox Sports 1	651
Fox Sports 2	652
Freeform	178
Frontier Shopping 1	84
Frontier Shopping 4	429
FS Carolinas (FS South)	745
FS Southeast (SportsSouth)	729
fuse	535
Fusion	206
FX	129
FX Movie Channel	792
FOX	128
FYI (fka BIO)	272
GAC	529
Galavision	3003
Golf Channel	641
GSN	173
H2	257
Hallmark Channel	117
Hallmark Movies & Mysteries	133
HGTV	450
History	256
HLN	203
HSN	424
HSN2	425
IFC	797
INSP	564
Investigation Discovery	260
Jewelry Television	197
Justice Central	166
Lifetime Television	360
LMN	362
LOGO	183
MC 70s	5129
MC 80s	5128
MC 90s	5127
MC Adult Alternative	5116
MC Alternative	5115
MC Blues	5146
MC Classic Country	5134
MC Classic Rock	5118
MC Classical Masterpieces	5110
MC Contemporary Christian	5135
MC Country Hits	5133
MC Dance/EDM	5103
MC Easy Listening	5148
MC Gospel	5111
MC Hip-Hop and R&B	5105
MC Hip-Hop Classics	5107
MC Hit List	5101
MC Indie	5104
MC Jazz	5145
MC Kidz Only!	5124
MC Light Classical	5150
MC Max	5102
MC Metal	5114
MC Mexicana	5138
MC Musica Urbana	5137
MC Party Favorites	5122
MC Pop & Country	5131
MC Pop Hits	5121
MC Pop Latino	5136
MC R&B Classics	5109
MC R&B Soul	5110
MC Rap	5106
MC Reggae	5112
MC Rock	5113
MC Rock Hits	5117
MC Singers & Swing	5147
MC Smooth Jazz	5144
MC Soft Rock	5119
MC Solid Gold Oldies	5130
MC Sounds of the Season	5141
MC Soundscapes	5143
MC Teen Beats	5123
MC Throwback Jamz	5108
MC Today's Country	5132
MC Toddler Tunes	5125
MC Tropicales	5139
MC Y2K	5126
MGM	116
MSNBC	215

MTV	502
MTV Hits	509
MTV Live	505
MTV Tr3s	3142
MTV2	504
mtvU	510
Music Choice Play	5100
Nat Geo Wild	266
National Geographic Channel	265
NBC Sports Network	640
NBC Universo (fka mun2)	3009
Nick Jr.	320
Nick Toons	318
Nick2	316
Nickelodeon	314
One America News Network	208
OWN	170
Oxygen	368
OVC	420
OVC+	421
RLTV	175
Science	258
Smile of a Child TV	340
SonLife Broadcasting Network	580
Spike TV	145
Sprout	337
Sundance TV	798
SyFy	151
TBN	560
TBS	112
TCM	790
TeenNick	322
The Church Channel	565
The Time Life Channel	229
The Word Network	575
TLC	250
TNT	108
Travel Channel	254
truTV	164
TV Land	138
TV One	157
tvMall	367
Universal	105
UpLift TV	571
USA Network	124
Valu TV	82
Velocity	104
VH1	518
VH1 Classic	520
WE	372
WGN America	180

Extreme	
AXS TV	102
Baby First TV	310
BBC World News	207
CBS Sports Network	643
CCTV News (fka CCTV-9)	3602
CNBC World	217
CNNI (CNN International)	205
Destination America	465
El Rey	466
ESPN College Extra	614
ESPN College Extra	615
ESPN College Extra	616
ESPN College Extra	617
ESPN College Extra	618
ESPN College Extra	619
ESPN College Extra	620
ESPN College Extra	621
FOX Deportes	3114
FUNimation (Rebranded to Toky)	484
Life (fka Discovery Fit & Health)	468
Lifetime Real Women	364
Military History	276
MLB Network	634
NASA TV	264
NBA TV	632
NFL Network	630
NHK World	221
Ovation	385

Pivot	492
RealzChannel	799
SEC Network	607
Smithsonian Channel	118
Univision Deportes	658

Ultimate	
SStarMAX	840
ActionMAX	836
Baby TV	330
Cinemax	832
Encore	932
Encore Action	938
Encore Black	942
Encore Classic	934
Encore Espanol	943
Encore Family	944
Encore Suspense	936
Encore Westerns	940
EPIX	891
EPIX 2	893
EPIX Drive-In	896
EPIX Hits	894
ESPN Deportes	3113
ESPN Goal Line/Buzzer Beater/Bases Loaded	613
FLIX	890
Fox College Sports - Atlantic	647
Fox College Sports - Central	648
Fox College Sports - Pacific	649
FS Arizona	762
FS Detroit	737
FS Florida	720
FS Midwest	748
FS Prime Ticket	774
FS San Diego	776
FS Southwest	753
FS West	772
FS Wisconsin	744
Havoc TV	490
HBO	802
HBO Comedy	810
HBO Family	806
HBO Latino	814
HBO Signature	808
HBO Zone	812
HBO2	804
HDNet Movies	103
IndiePlex	914
MAX Latino	846
MoreMAX	834
MovieMAX	842
MoviePlex	909
New England Sports Network	711
Outdoor Channel	680
OuterMAX	844
RetroPlex	916
SHORTS	789
Showtime	852
Showtime Beyond	860
Showtime Extreme	858
Showtime Family Zone	862
Showtime Next	864
Showtime Showcase	856
Showtime Too	854
Showtime Women	866
Sports Time Ohio	735
Sportsman Channel	642
Starz	902
Starz Cinema	908
Starz Comedy	910
Starz Edge	904
Starz in Black	906
Starz Kids & Family	912
Sun Sports	722
ThrillerMAX	838
TMC	882
TMC Xtra	884
TVG2	672
World Fishing Network	679
YES Network	705

Get answers 24/7 at Frontier.com/helpcenter or call **1.800.921.8101**.

*Channel and programming availability subject to change without notice. For your most current channel lineup, please visit Frontier.com. Channel/content available for viewing in Multiview is based on TV package and additional programming purchased. 00537_CLU_Durham_NC_WEB_021116

Sports Tier

MLB Strike Zone	635
NFL RedZone	629
PAC 12 Bay Area	760
PAC 12 Los Angeles	761
PAC 12 Network	759

NBA League Pass 1/MLS Direct Kick	681
NBA League Pass 2/MLS Direct Kick	682
NBA League Pass 3/MLS Direct Kick	683
NBA League Pass 4/MLS Direct Kick	684
NBA League Pass 5/MLS Direct Kick	685
NBA League Pass 6/MLS Direct Kick	686
NBA League Pass 7/MLS Direct Kick	687
NBA League Pass 8/MLS Direct Kick	688
NBA League Pass 9/MLS Direct Kick	689

Hispanic Tiers

Azteca America	3019
Azteca Corazon	3020
Bandamax Estados Unidos	3146
Boomerang en Espanol	3053
Canal SUR	3111
Centroamerica TV	3044
Cine Estelar	3124
Cine Latino	3126
Cine Mexicano	3134
Cine Nostalgia	3125
CNN en Espanol	3110
De Pelicula	3128
De Pelicula Clasico	3129
Discovery en Espanol	3102
Discovery Familia	3103
Disney XD en Espanol	3052
ForoTV	3108
Fox Life (fka Utilisima)	3049
GolTV (Spanish)	656
History en Espanol	3104
HITN	3055
MEGA TV	3008
Mexicanal	3021
Multimedios	3065
Nat Geo Mundo	3101
Nuestra Tele	3026
Pasiones	3018
Ritmoson Latino EUA	3149
TBN Enlace USA	3078
Tele N (fka Latele Novela)	3017
Telefe Internacional	3035
Telehit	3143
Television Dominicana	3047
Television Espanola	3029
tiNovelos	3016
TV Chile	3032
V-me Kids	3058
Viendo Movies	3132
WAPA America	3013

International

Arabic Radio & Television (ART)	3732
CCTV-4	3603
Channel One Russia	3882
CTI-Zhong Tian	3604
ET-Global	3632
ET-News	3631
GMA Pinoy	3683
MBC America	3643
Phoenix North America Chinese Channel (Chinese-Mandarin)	3606
Rai Italia	3802
Saigon Broadcasting Television Network (SBTN)	3662
SET Asia	3704
The Filipino Channel	3682
TV Asia	3703
TV Japan	3680
TV Polonia	3862
TV5MONDE	3832
Zee TV	3702

PPV

HD PPV Events	106
TVN Event TV	107

A La Carte

Fox Soccer Plus	653
Playboy TV	952
Playboy TV en Espanol	954

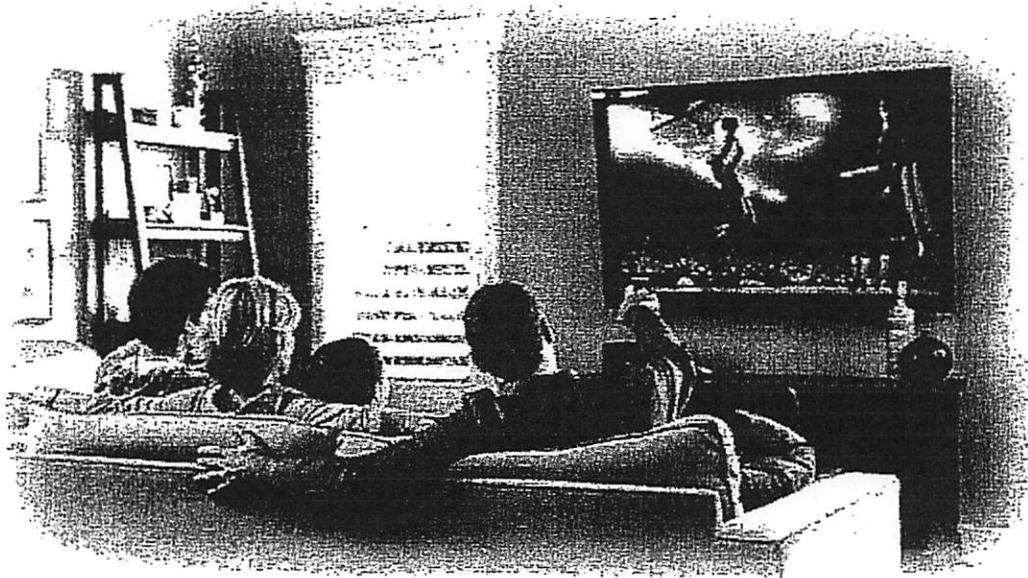
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Exhibit B



Vantage TV

- Incredible 100% digital picture and sound
- Total-home DVR with ability to record up to six shows at once and view on any TV with a set-top box*
- Instant channel change and super-fast navigation through our interactive program guide and Video on Demand
- See up to six different channels at once with Multi-View
- Pause, Fast Forward, Rewind live or recorded shows on up to 8 TVs in your house
- Next generation enhanced search delivers real-time results by program name, actor/actress and other keywords across Live TV, Video On Demand and DVR recordings
- Introducing Channel Peeks: maintains full-screen viewing while "peeking" into other programming
 - Recent & DVR Peek allows you to preview and tune to any of the last five channels or DVR recordings

Call [1.888.481.0526](tel:1.888.481.0526) or  Chat Live

Taking innovation to the next level

The new visual guide offers the option of full screen, Picture-in-Picture enabled view of what is airing now (On Now), earlier (Just Missed) or is coming up (On Next) with one-touch buttons to record. Channel Peeks maintain full screen viewing while "peeking" into other options including: Recent Peek enables a customer to preview and tune to any of the last five channels viewed, DVR Peek enables a customer to preview and tune to any of the last five DVR recordings viewed, Channel and Browse Peek surfaces rich details for On Now, On Next and Just Missed Content and Options Peek enables quick access to settings or filters



Vantage™ TV Prime

Over 200 popular digital channels including National Geographic Channel and NBC Sports, as well as great family programming.

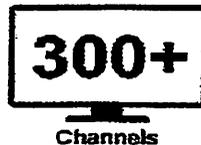
Starting at **77** / Month* for 12 months. TV equipment charges apply.



Vantage™ TV Extreme

Over 250 popular digital channels including HBO, Cinemax, Fox Sports, our Sports Package and more.

Starting at **92** / Month* for 12 months. TV equipment charges apply.



Vantage™ TV Ultimate

Over 300 channels including favorites like HBO, our Sports Package and The Movie

Channel. Starting at **124** / Month* for 12 months. TV equipment charges apply.

VantageTV

Exceptional entertainment programming at your fingertips. Crystal clear, 100% digital.

Vantage TV provides the Best in Entertainment Programming. Vantage TV delivers crystal-clear, 100% digital picture and sound, and with over 300 channels of family favorites, blockbuster movies, and sports, there's a TV package for everyone!

Our most comprehensive package, Ultimate includes 300+ popular digital channels including HBO, Cinemax, Fox Sports and more.

Wireless set-top boxes are available so you can record your favorite shows to watch later, commercial-free. Take it one step further. Your favorite shows go wherever you go? Many of your favorite networks and shows are available for streaming on mobile devices as part of your TV plan through partner apps and the Vantage TV website. View it on your laptop or computer - never miss a cliffhanger, the winning homerun or season finale! You can also watch thousands of the latest movies, hottest TV shows, and Pay Per View events On Demand! Frontier offers free installation.

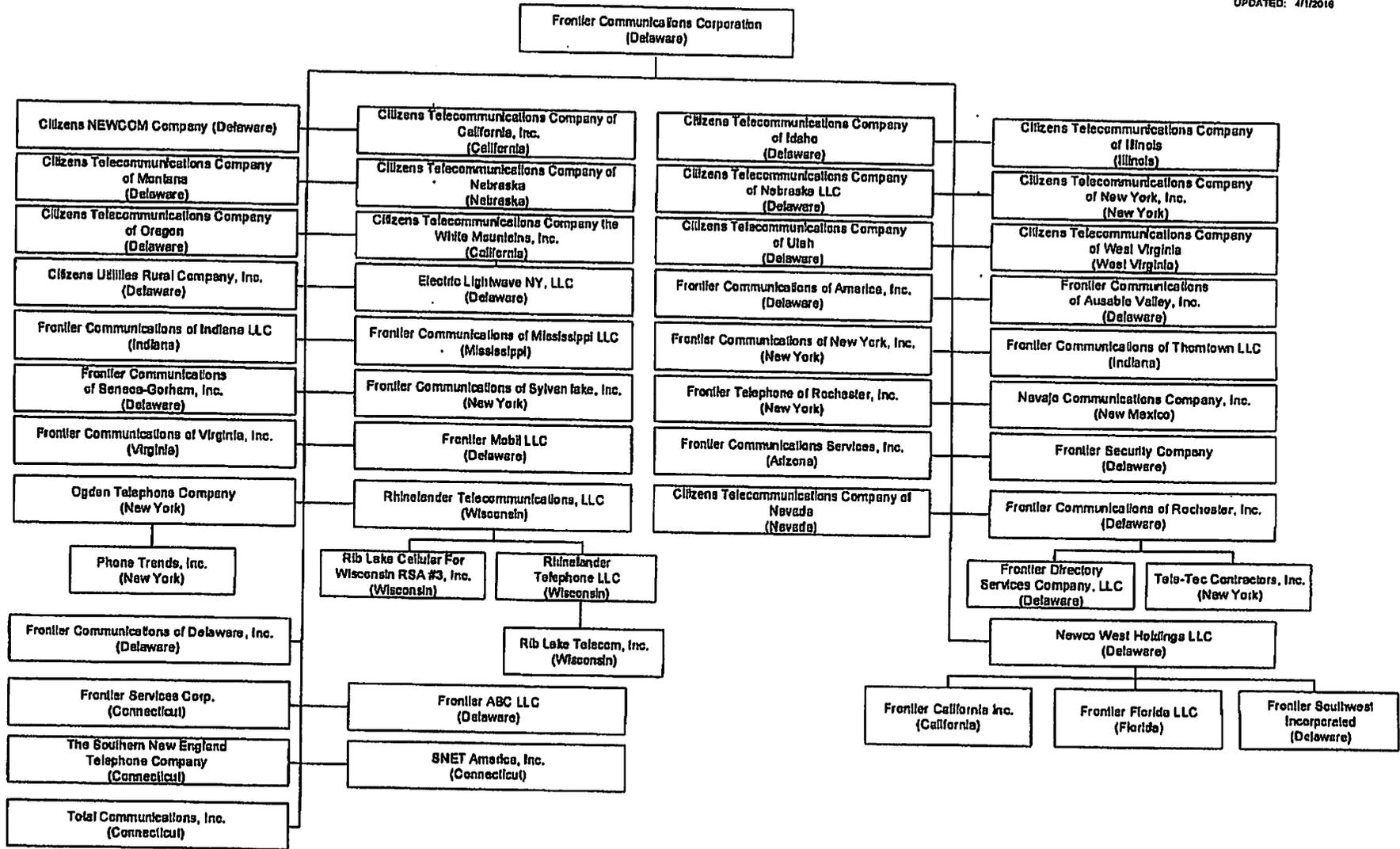
Need help? Check out our useful information by visiting the [Frontier Help Center](#). We're proud to say our Technical and Customer Support teams are available 24/7 to answer any additional questions you might have.

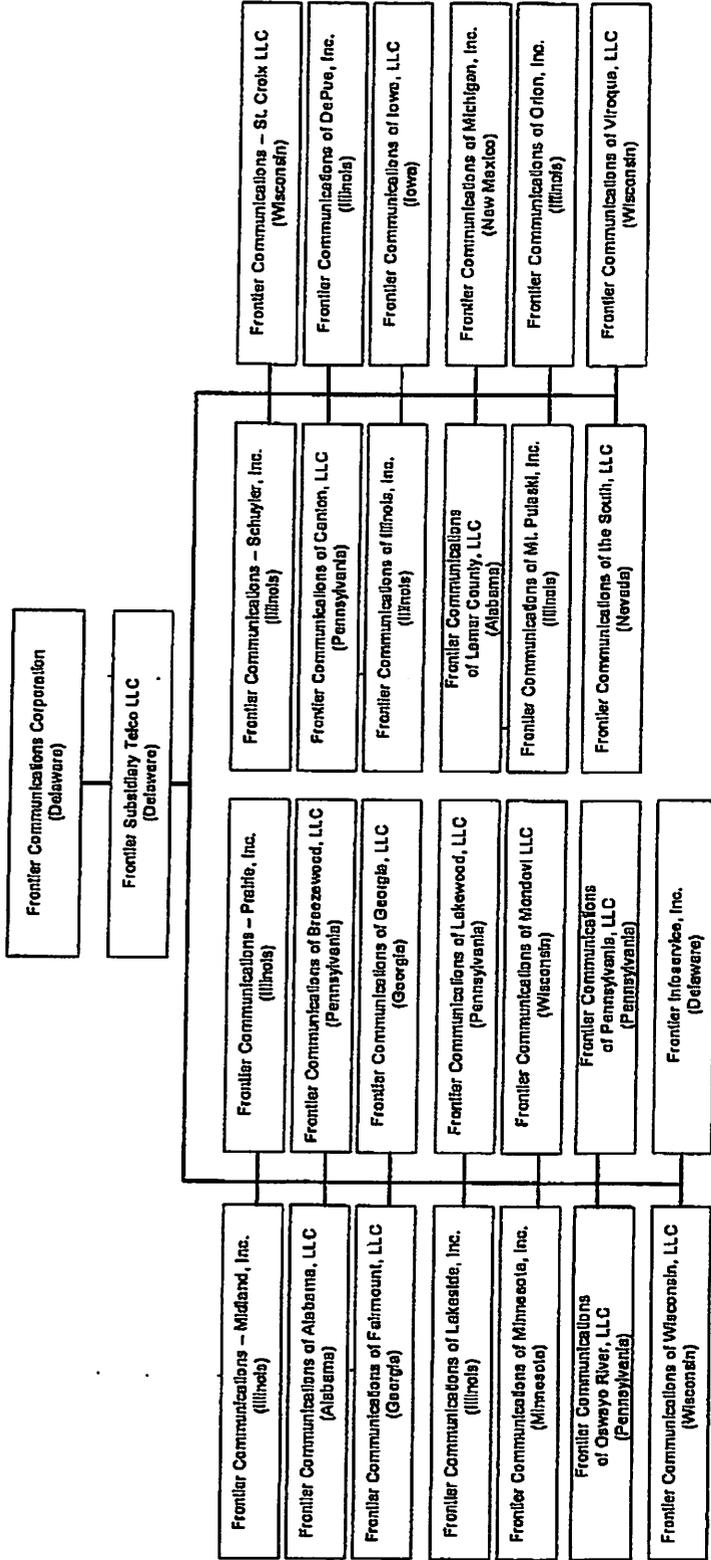
*The number of channels that can be streamed simultaneously is dependent upon the bandwidth to the home and how your home is provisioned.

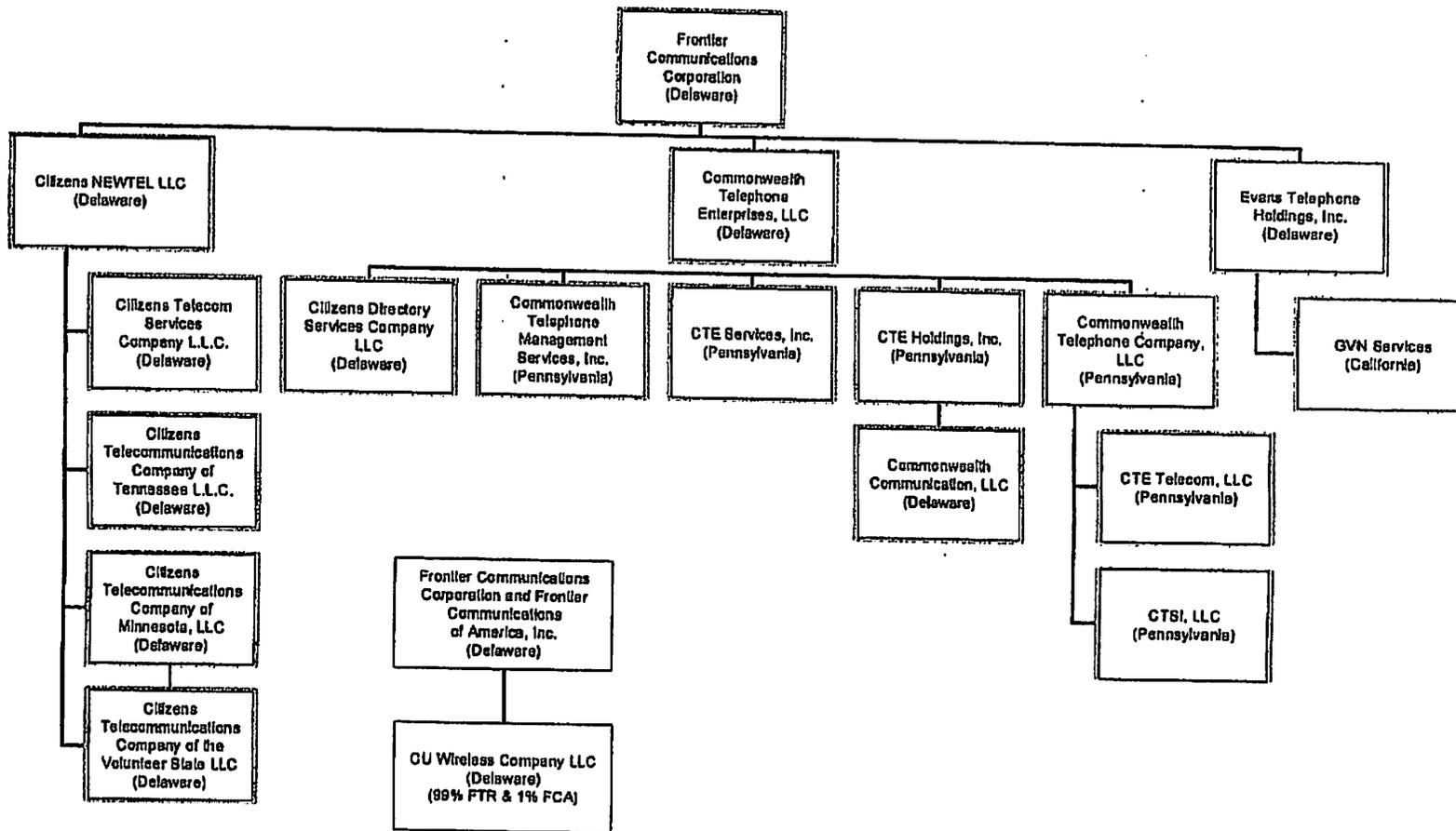
**Limited-time offer for qualified Frontier residential customers adding new Vantage TV. Service subject to availability. Monthly DVR and any additional set-top box changes for wired and wireless boxes apply. Limit four wireless set-top boxes per household, a one-time equipment fee of \$49 applies per box. TV price guaranteed for 12 months. After 12-month promotional period, then-current everyday monthly price applies and is subject to change upon 30 days notice. All TV prices, fees, charges, packages, programming, features, functionality and offers subject to change. Minimum system requirements and other terms and conditions apply. Taxes, governmental and other Frontier-imposed surcharges apply. Offer includes waiver of TV installation fees. TV activation fee applies. Frontier reserves the right to withdraw this offer at any time. Other restrictions apply. ©2016 Frontier Communications Corporation.

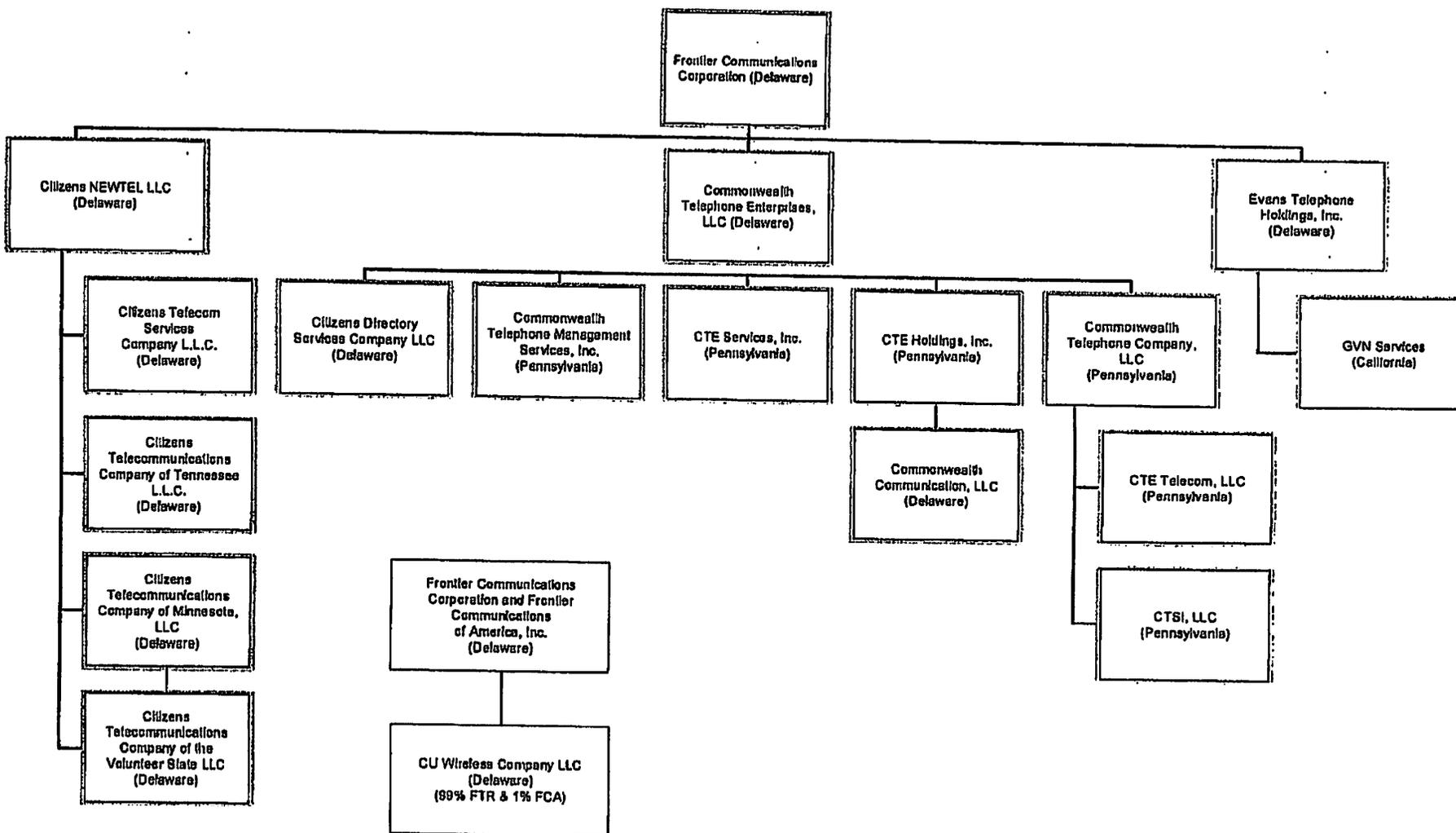
<https://frontier.com/VantageTV>

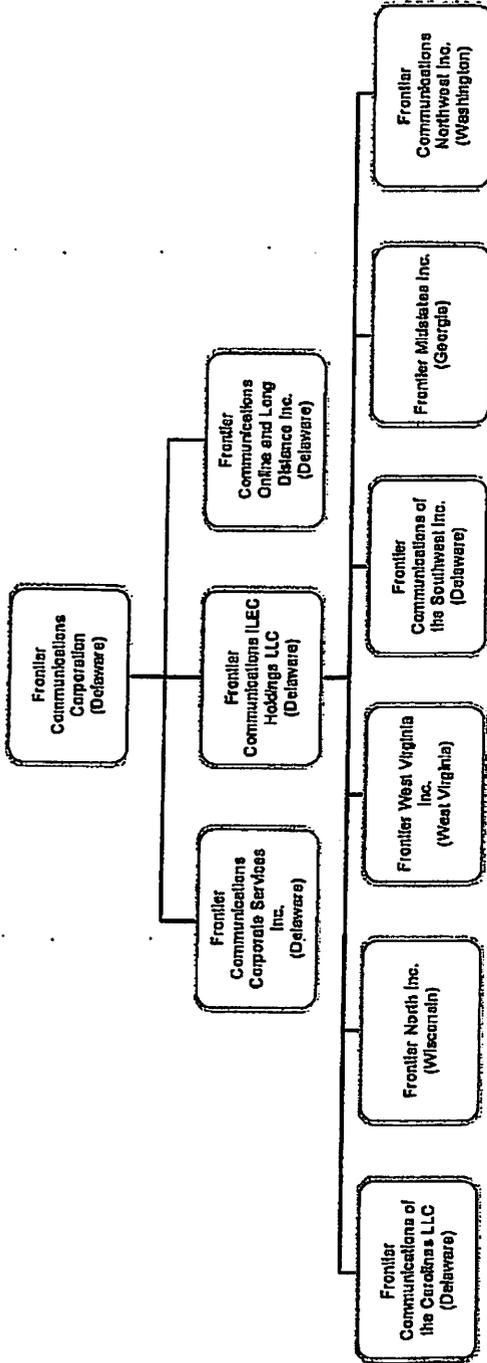
Exhibit C

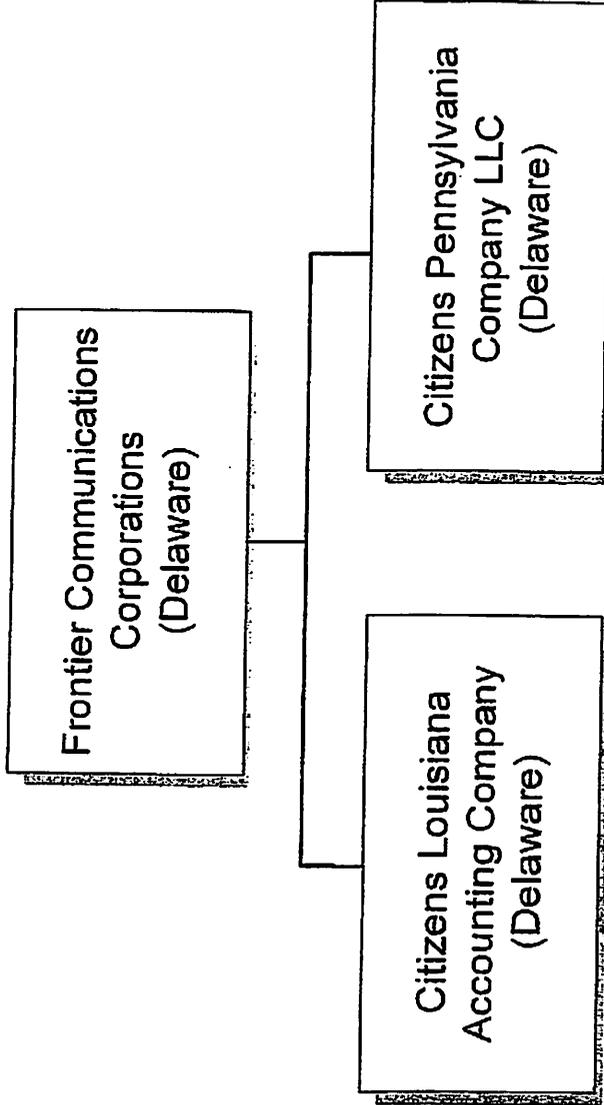


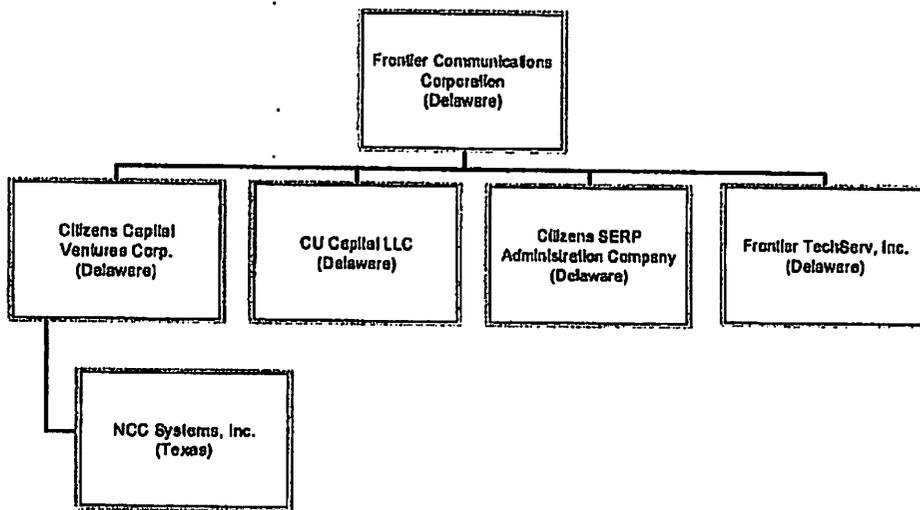












CABLE FRANCHISE AGREEMENT

Town of Irondequoit

This nonexclusive Cable Franchise Agreement (hereinafter the "Franchise") is made and entered into effective on the ___ day of _____ 2016, by and between the Town of Irondequoit, New York, ("Municipality") and Frontier Telephone of Rochester, Inc. ("Frontier") a New York corporation.

RECITALS

WHEREAS, pursuant to 16 CRR-NY 895.1, Frontier's technical ability, financial condition, and character were considered and approved at a public proceeding affording due process and in accordance with the Municipality's applicable code on _____, 2016;

WHEREAS, the Municipality is authorized to grant and renew cable franchises for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the Municipality boundaries by virtue of federal and state statutes, by the Municipality's police powers, by its authority over its public rights-of- way, and by other Municipality powers and authority;

WHEREAS, the Municipality and Frontier ("Parties") recognize that Frontier is the second cable provider to apply for a Franchise in the Municipality, and will be competing with a long standing incumbent, therefore, this franchise is specifically designed to promote such competition. Therefore, the parties agree that Frontier's plans for constructing and operating the cable television system were found adequate and feasible in accordance with the Municipality's applicable code, the rules and regulations of the NYSPSC, and the FCC;

WHEREAS, by resolution of the Municipality dated the ___ day of _____ 2016 ("Effective Date"), the Municipality has granted a non-exclusive cable television franchise to Frontier, and authorized the Town Supervisor to execute this Franchise Agreement with Frontier upon the terms hereinafter set forth;

WHEREAS, this Franchise Agreement complies with the franchise standards required by the New York State Public Service Commission (hereinafter "NYSPSC") and the Cable Consumer Protection Act of 1992 and are subject to the review and approval of the NYSPSC.

WHEREAS, Frontier desires to provide cable communications services and to construct, operate and maintain a cable television system within the Municipality; and,

WHEREAS, the Municipality, after due consideration hereby finds that it would serve the public interest of the citizens of the Municipality to approve granting Frontier this Franchise to construct, operate and maintain a cable television system within the Municipality subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Frontier and the Municipality hereby mutually agree as follows:

1. Definitions.

For the purpose of this Franchise, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

A. "Act" shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. "Cable Television System" shall have the same meaning as in Section 602 of the Act.

C. "Cable Service" shall have the same meaning as in Section 602 of the Act.

D. "Gross Revenues" shall mean all revenue of any kind or nature, less related bad debts up to a maximum of two percent (2 %) annually of such cash, credits and property received directly or indirectly by Frontier, its affiliates, subsidiaries, parent and any person, firm or corporation in which Frontier has a financial interest or which has a financial interest in Frontier, arising from or attributable to Frontier's operation of its Cable System to provide Cable Services (as defined from time to time by applicable federal law) within the Municipality, including, but not limited to:

- a. Revenue from all charges for services provided to Subscribers
- b. Revenue directly derived and attributable to the sale of commercial advertising upon the Cable System;
- c. Revenue from all charges for the leased use of studios;
- d. Revenue from all charges for the use of or lease of leased access channels.
- e. Monthly recurring Revenue from all charges for the installation, removal, connection and reinstatement of equipment necessary for a Subscriber to receive Cable Services;
- f. Revenue from the sale, exchange, use or cablecast of any programming developed for community use or institutional Users.

"Gross Revenues" shall not include taxes or fees (except the Franchise Fee) collected by Frontier on behalf of any governmental authority; any increase in the value of stock, security or asset; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security or asset; the value of complimentary service provided to Frontier's employees and as required by the Municipal Code or any Franchise; and dividends or other distributions made in

respect of any stock or securities; or value received by a Frontier or any of its affiliates through cooperative advertising.

"Gross Revenues" shall not include cash, credit, property of any kind or nature, or other consideration received by Frontier's affiliates or any person, firm or corporation ("Related Person") in which Frontier has a financial interest or which has financial interest in a Franchisee for any sales of advertising on the Cable System, services to provide programming on the Cable System, production services, and other services which are Cable Services when such services are provided by a Related Person, which has all the following characteristics: the Related Person is a separate legal entity, with separate employees, with separate financial records (which may be part of consolidated financial reporting records), and a separate mission; it makes payments to Frontier which meet market standards for the services and industries involved, even if it does not offer and provide its services to persons other than Frontier in the same industry as Frontier; and it was established for valid business purposes and not with the intent and purpose of circumventing payment of Franchise Fees on Gross Revenues. Nothing contained in this exclusion from Gross Revenues shall be interpreted to exclude from Gross Revenues such cash, credit, property of any kind or nature or other consideration which would be considered Frontier's Gross Revenues derived from the operation of the Cable System to provide Cable Services under the Cable Act. Except for Gross Revenue from such sale of advertising on the Cable System, services to provide programming on the Cable System, production services, or telecommunication services which are Cable Services received by such Related Person, this paragraph shall not exclude from Gross Revenues any source of Gross Revenues, which an existing Franchisee itself is receiving at the time it is granted a Franchise under this provision.

E. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the Municipality.

F. "Service Area(s)" shall mean those areas where Frontier intends to provide Cable Service within the Municipality as specifically designated from time-to-time by Frontier in accordance with Section 3(B) below.

G. "Street and Public Right-of-Way" shall have the meaning set forth in applicable Municipal Code or rules, as defined below.

H. "Subscriber" shall mean an authorized recipient lawfully receiving Cable Television Service.

I. "Municipal Code" shall mean the code, rules and regulations adopted by the Municipality, from time-to-time.

J. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed of the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare or property of the residents of the Municipality, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect or situation as soon as practicable under the circumstances.

K. "Qualified Living Unit" means a living unit which meets the minimum technical qualifications defined by Frontier for the provision of Cable Service and is located within 4,000 cable feet of an activated RT. A living unit receiving a minimum of 25Mbps downstream generally will be capable of receiving Cable Service subject to Frontier performing certain network grooming and conditioning. For purposes of this definition of Qualified Living Unit, "network grooming and conditioning" means evaluating existing infrastructure and making improvements to allow greater data throughput.

L. "Standard Drop" includes the installation of one cable box and video service on up to four TV sets. A standard drop shall exclude custom installation work, which shall include but not be limited to extensive asphalt construction, concrete jacking and specific customer requested work that requires non-standard inventory or cable routing.

M. "Multiple Dwelling Unit" or "M.D.U." means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

N. "Remote DSLAM or RT" means a Digital Subscriber Line Access Multiplexer installed by Frontier and is capable of providing Cable Service to Subscribers.

Section 2. Grant of Franchise

The nonexclusive Franchise is hereby granted to Frontier for the Term of ten (10) years ("Term"), and subject to the terms, conditions, and limitations hereinafter stated, to use the streets or public rights of way of the Municipality now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto, to construct, erect, operate and maintain in, upon, along across, above, over, and under the aforementioned streets and/or public rights-of-way in the Municipality, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Municipality of a Cable Television System for the reception, sale, and distribution of Cable Service and for any and all other lawful purposes.

Section 3. Area of Operation

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the Municipality, Frontier shall have the right to construct, operate, and maintain, in, on, along and under the Streets and Public Rights of Way of the Service Area of the Municipality, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and figures res necessary for the maintenance and operation in the Municipality of a Cable System at such locations designated by Frontier. Frontier shall construct and maintain its cable system using material of good and durable quality and that all the work involved in the construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner.

B. Frontier shall comply with the requirements contained in Section 895.5 of the rules of the NYSPSC. Frontier will extend its Cable Service as described on Exhibit A attached hereto. Frontier shall not deny service to any resident of the Municipality based upon age, race creed, color, sex, national origin or income level of the residences in their local area.

Except where Frontier is unable to obtain required easements. Frontier may extend cable service to any Qualified Living Unit within the Service Area that Frontier chooses to construct to, upon the request of a potential subscriber at its then-prevailing installation charge for such service. An activated service area is a geographical location or subdivision in which Frontier is already providing cable services to Qualified Living Units.

C. In cases of new construction or property development where utilities are to be placed underground, the developer/property owner shall give Frontier reasonable notice of such construction or development, and of the particular date on which open trenching will be available for grantee's installation of conduit and/or cable. Frontier shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the development shall be borne by the developer/property owner, unless agreed to otherwise between Frontier and developer.

D. Frontier's use of Municipality rights-of-way shall be subject to all rules and policies adopted by the Municipality from time to time.

Section 4. Acceptance; Effective Date

A. After the Municipality has taken final action to approve the granting of this Franchise, Frontier will file its acceptance with the Municipality by countersigning this Franchise. Such acceptance will acknowledge that Frontier agrees to be bound by and to comply with the provisions contained herein.

B. The Franchise granted herein will take effect and be in full force from and after final passage by the Municipality, subject to the acceptance provided in paragraph A above and shall continue in full force and effect throughout the Term.

Section 5. Conditions on use of Streets and Roads

A. Trimming/Cutting Trees. Frontier, upon consultation with the Municipality, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, Frontier shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary.

B. Restoring Streets. Frontier shall restore, reconstruct, or repair any Street and Public Right-of-Way, and any sewer, gas, effluent, water main, pipe, or fire alarm: disturbed, or destroyed by the exercise of any right granted to Frontier by this Franchise in accordance with applicable Municipal Code as amended. In the event that the Municipality determines that Frontier has not made such restoration, reconstruction or repair in a reasonably satisfactory manner, the Municipality, after giving Frontier notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction or repair) and Frontier shall reimburse the Municipality in full for all reasonable expenses incurred by the Municipality in carrying out all or part of such restoration, reconstruction or repair.

C. Safety. Frontier shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Streets, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Frontier shall construct its Cable System using materials of good and durable quality, and all work involved in construction, installation, maintenance and repair shall be performed in a safe, thorough and reliable manner.

D. Compliance with Applicable Laws. Frontier shall install and maintain its wire, cables, fixtures, and other equipment in accordance with applicable Municipal Code, as amended, any building codes, or other construction standards imposed by the Municipality, and the applicable sections of the National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the Municipality or of any public utility serving the Municipality.

E. Temporary Moving of Wires. Frontier shall, on the request of any Person holding a building-moving permit issued by the Municipality, temporarily relocate Facilities to permit the moving of buildings, water, effluent or sewer lines, or Streets and/or Public Rights of Way. The expense of such relocation shall be paid by the Person requesting the same, and Frontier shall have the authority to require such payment. Frontier shall be given not less than five (5) business days' notice to arrange for such relocation.

F. Inspection. The Municipality shall have the right to inspect all construction or installation work performed in, over, under and upon the Streets, subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise.

G. Location of Distribution Lines-Poles/Underground Cable. No poles or structures shall be erected by Frontier without prior approval of the Municipality, through its established permit procedure pursuant applicable Municipal Code, as amended. Location of any pole, or structure shall be removed or modified by Frontier whenever the Municipality determines that the public health, safety and welfare would be negatively affected. If the Municipality requires the removal or relocation of part of the Cable Television System, such removal or relocation shall be solely at Frontier's expense.

H. Moving of Frontier Property. Frontier will, upon reasonable notice from the Municipality, protect, support, temporarily disconnect or relocate its property in the Street or Public Right-of Way when required by the Municipality or State by reason of traffic conditions, public safety, street closing or abandonment, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. The Municipality shall bear the cost to the extent such request for relocation or disconnection is for aesthetic purposes.

Section 6. Construction and Operation

A. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Cable Television System shall comply with the standards of the Occupational Safety and Health Administration.

B. Construction, installation and maintenance of the Cable Television System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the Municipality following accepted construction procedures and practices and working through existing committees and organizations.

C. Any antenna structure used in the Cable Television System shall comply with construction, marking and lighting of antenna structures required by the United States Department of Transportation. Frontier shall obtain a special use permit from the Municipality prior to the installation of any such antenna structure.

D. Frontier will not intentionally interfere with television reception of person not served by Frontier, nor will the Cable Television System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the Municipality. Specifically, Frontier shall not interfere, obstruct or hinder in any manner, the Municipality's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

E. Frontier shall not be required to make cable service available to residents of an M.D.U. project until a mutually acceptable agreement granting Frontier access to the M.D.U. has been executed and delivered by Frontier and the property owner.

F. Frontier will at all times fully comply with all Municipality requests regarding work within the Municipality rights-of-way.

G. Once Frontier activates any Qualified Living Units within the Service Area, Frontier shall not be allowed to deactivate Cable Service availability without the consent of the Municipality, which shall not be unreasonably withheld, provided however, Frontier may discontinue service at the requests of a Subscriber, or upon non-payment of a bill for cable services by Subscriber after proper notice.

Section 7. Customer Service

Frontier shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call for the purpose of receiving and responding to cable television subscriber complaints, and shall adjust its staffing, as necessary, with respect to special events which may reasonably be expected to increase call volume. In any event, Frontier shall comply at all times with the customer service provisions set forth in 47 Code of Federal Regulations Part 76.309, as well as Parts 890 & 896 of the rules and regulations of the NYSPSC.

Section 8. Channel Capability

Frontier shall use reasonable effort to provide a minimum of two hundred (200) channels. Frontier shall provide broad categories of services. Suggested broad categories of video programming are:

1. Educational programming;
2. News and information;
3. Sports programming;
4. General entertainment (including movies);
5. Children's programming;
6. Family programming;
7. Culture and performing arts;
8. Science/documentary;
9. Weather information;
10. Ethnic programming; and,
11. Governmental affairs.

Frontier shall carry the signals of local broadcast stations in the Rochester, New York Metropolitan area that have indicated to Frontier their "must carry" designation as well as broadcast stations that have executed "retransmission consent" agreements with Frontier in accordance with FCC regulations and federal law.

Section 9. Conduct of Operations

A. Frontier will render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. Frontier will use reasonable efforts to assure that such interruptions will occur during periods of minimum system use.

B. Frontier shall comply with all Federal Communications Commission rules and regulations, both present and future.

C. Frontier will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or terms, conditions or privileges of employment because of age, race, creed, color, national origin or gender.

D. Frontier shall not deny access to cable service to any group of subscribers because of the income, age, race, creed, marital status, national origin, or gender of the subscriber in the Service Area.

Section 10. Insurance

Frontier shall at all times during the term of this Franchise, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having an A.M. Best rating of A- VII. Frontier shall not commence any work hereunder until Frontier has fulfilled all insurance requirements herein. Frontier shall require its subcontractors to maintain policies of insurance that are appropriate for the type and level of services being provided.

1. Workers' Compensation Insurance with statutory limits as required in the state(s) of operation. Employer's Liability insurance with limits of not less than \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 each employee for Bodily Injury by Disease, and \$1,000,000 policy limit for Bodily Injury by Disease.

2. Commercial General Liability Insurance covering claims for bodily injury (including death), personal injury or property damage occurring or arising out of the performance of this Agreement, and including coverage for premises-operations, products/completed operations, and contractual liability. The limits of insurance shall not be less than:

Each Occurrence:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$1,000,000
Personal and Advertising Injury Aggregate Limit:	\$1,000,000

3. Business Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Franchise, with limits of at least \$1,000,000 combined single per accident.

4. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Frontier shall forward to the Municipality certificate(s) of insurance upon execution of this Franchise and upon any renewal of such insurance during the term of this Franchise. The certificate(s) shall indicate that (1) the Municipality, its officers and employees are named as additional insured(s) as their interest may appear with respects to the general liability insurance policy; (2) thirty (30) days' prior written notice of cancellation of the policy(ies) shall be provided to the Municipality; and (3) coverage is primary and non-contributory to any other valid and collectible insurance maintained by the Municipality.

Section 11. Unauthorized Connections or Modifications

A. It is unlawful for any person to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable Television System for any purpose whatsoever, without the express consent of Frontier.

B. It is unlawful for any person to willfully interfere, tamper, remove, obstruct, or damage any part, segment or content of the Cable Television System for any purpose whatsoever.

C. Any person convicted of a violation of this section will be subject to the maximum penalty allowed by Federal, State and local law. The Municipality agrees to cooperate with Frontier in the prosecution of any such violations.

Section 12. Franchise Fees and Taxes

A. Frontier will pay to the Municipality quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of Frontier's quarterly Gross Revenues ("Franchise Fee"). The Franchise Fee will be deemed to reimburse the Municipality for the rights granted herein and/or all costs of regulation and administration of the Franchise.

B. In the event the five percent (5%) limitation on Franchise fees imposed by the terms of the Act is raised by Congress or the FCC, the Municipality shall have the right to raise the percentage charged under this section, at its discretion, up to the amount of the limit, upon giving Frontier ninety (90) days' notice prior to the effective date of the increased Franchise Fee.

C. Notwithstanding any provision to the contrary, Frontier shall, in addition to the Franchise Fee described above, pay the required charges, taxes and fees lawfully established in a code or ordinance properly adopted by the Municipality. Frontier shall be entitled to pass such fees, taxes and charges directly to its subscribers in the Municipality.

D. In the event the Municipality constructs or establishes Municipality owned and occupied facilities in the Frontier Service Area, including but not limited to police, fire, government offices, or recreation facilities, Frontier shall install and provide Frontier Cable System services to said facilities at no cost to the Municipality.

E. Each franchise fee payment will be accompanied by a report setting out in detail the basis for the computation of the payment. At the sole discretion of the Municipality, the accuracy of the report may be independently audited by an entity appointed by the Municipality at the Municipality's expense. However, in the event the audit concludes that Frontier's payments hereunder were underpaid by an amount greater than 5% of the proper payment, then Frontier shall reimburse the Municipality for the cost of the audit up to \$7,500. Any amounts underpaid shall be paid annually on or before the 31st day of March each year.

Section 13. Rates.

All of Frontier's rates and charges shall be published (in the form of a publicly-available rate card) in accordance with applicable State and Federal law, and shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. Frontier shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar cable service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability, or geographic location in the Franchise area. Nothing herein shall be construed to prohibit Frontier from:

- (1) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;
- (2) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;
- (3) The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or
- (4) The establishment of different and nondiscriminatory rates and charges for residential Subscribers as allowable by federal law and regulations.

Section 14. Public, Education, and Government (“PEG”) Channels

Frontier will comply with all aspects of 16CRR-NYVIII B 895.4 of the rules and regulations of the NYSPSC, including the provision of two PEG channels to subscribers within the Municipality.

Section 15. Records and Reports

A. Copies of all petitions, applications and communications submitted by Frontier and directly related to Frontier's Franchise to the Federal Communications Commission, Securities and Exchange Commission, the NYSPSC or any other agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, shall be submitted to the Municipality upon written request.

B. The Municipality shall have the right, at its own expense, no more than one (1) time during any calendar year, and upon at least ten (10) working days prior written notice) to inspect at Frontier's offices during normal business hours, all books and records directly related to Frontier's Franchise Fee and Frontier's applicable tests provided to the FCC. To the extent such information is protected by State or Federal law, the Municipality will not disclose to the public or to competitors of Frontier any commercial or financial information reviewed by the Municipality pursuant to this Franchise Agreement.

Section 16. Franchise Renewal

Any renewal of this Franchise shall be in accordance with the renewal provisions of the Cable Act and the rules of the NYSPSC as may be codified at the time of the renewal and any relevant provisions of the Municipal Code, as amended.

Section 17. Transfer of Franchise

Frontier shall not transfer this Franchise to another party, person, or entity, except to a company controlling, controlled by or under common control with Frontier, without complying with the provisions of in the Cable Act and the rules and regulations of the NYSPSC.

Section 18. Termination; Cancellation

A. In addition to all other rights and powers pertaining to the Municipality by virtue of this Franchise or otherwise, the Municipality reserves the right, after reasonable notice to Frontier and after reasonable opportunity of Frontier to cure any alleged Franchise Violation, to terminate and cancel this Franchise and all rights and privileges of Frontier hereunder in the event that Frontier:

(i) Willfully fails to reasonably carry out any provision of this Franchise or any rule, order, or determination of the Municipality pursuant to this Franchise.

(ii) Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty (60) days' notice to Frontier and shall in no way affect any of the Municipality's rights under this Franchise or any provision of law.

Section 19. Force Majeure

With respect to any provision of this Franchise, the violation or noncompliance with any provision of this Franchise, which could result in the imposition of financial penalty, forfeiture or other sanction upon such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by Frontier and is beyond Frontier's reasonable control.

Section 20. Miscellaneous

A. The right is hereby reserved by the Municipality to adopt, in addition to the provisions contained herein and in existing applicable resolutions, such additional regulations, as it shall find to be in the best interests of the Municipality.

B. If any section, subsection, sentence, clause, phrase or portion of the Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. Frontier its successors and assigns shall at all times save and keep harmless and fully indemnify the Municipality, its officers, agents, servants, and employees from and against any and all loss, liability, suits, damages, costs, charges, legal fees and expenses in any manner arising from the construction, repair extension, maintenance or operation of their equipment of any kind or character and from any negligence, fault, or misconduct on the part of Frontier, its officers, agents, servants and employees or by reason of any act done or omitted to be done in the premises of said Municipality.

D. Municipality acknowledges that acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressed or implied, by

Frontier of any constitutional or legal right which Frontier may have or may be subsequently determined to have, either by current or subsequent legislation or court decisions. The Municipality acknowledges that Frontier hereby reserves its rights under applicable Federal and State constructions and law.

E. This Franchise shall be governed by the laws of the State of New York.

F. Any controversy or claim arising out of or relating to this Cable Franchise Agreement, or the breach thereof: shall be settled by arbitration before a single arbitrator in accordance with the New York Civil Practice Law and Rules Article 75, with the arbitration proceeding being administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

G. All notices or correspondence to be served upon the Municipality or Frontier by the other Party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

H. The terms of this Franchise are subject to the approval of the NYSPSC. Frontier shall make all necessary applications to the Federal Communications Commission and the NYSPSC within sixty (60) days from the date the Municipality approves this Franchise.

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

J. Notices

Notices or correspondence to the Municipality shall be addressed as follows:

Town of Irondequoit
Attn: Town Supervisor
Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14617

With a copy to:

Harter Secrest & Emery LLP
Irondequoit Town Attorney
1600 Bausch & Lomb Place
Rochester, New York 14604

Notices or correspondence to Frontier shall be addressed as follows:

Legal Department
Frontier Telephone of Rochester, Inc.
310 Orange Street
New Haven, CT 06510-1719

The Municipality or Frontier may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

{Remainder of page intentionally left blank, signature pages follow}

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

FRONTIER TELEPHONE OF ROCHESTER, INC.

Dated: _____, 2016

By: _____

Its: _____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by _____, the _____ of Frontier Telephone of Rochester, a New York corporation, on behalf of the corporation.

Notary Public
Commission Expires _____

{Remainder of page intentionally left blank, signature pages follow}

TOWN OF IRONDEQUOIT, NEW YORK

By: _____
Its: Town Supervisor

ATTEST:

Its: Town Clerk

PROPOSED

EXHIBIT A
SERVICE AVAILABILITY

(1) **Initial Build out.** No later than the second anniversary of the Effective Date of this Franchise, Frontier shall be capable of serving a minimum of thirty-five percent (35%) of the Municipality's households with Cable Service, provided, however, Frontier will make its best efforts to complete such deployment within a shorter period of time. This initial minimum build-out commitment shall include a significant number of households below the median income in the Municipality. Municipality shall provide detailed maps of such areas. Nothing in this Franchise shall restrict Frontier from serving additional households in the Municipality with Cable Service.

(2) **Periodic Meetings.** In order to permit the Municipality to monitor and enforce the provisions of this section and other provisions of this Franchise, Frontier shall, upon demand, promptly make available to the Municipality maps and other documentation showing exactly where within the Municipality Frontier is currently providing Cable Service. Frontier shall meet with the Municipality at least annually to demonstrate Frontier's compliance with the provisions of this section concerning the deployment of Cable Services in the Municipality including, by way of example, the provision of this section in which Frontier commits that a significant portion of its initial investment will be targeted to areas below the median income within the Municipality, and the provisions of this section that prohibit discrimination in the deployment of Cable Services. In order to permit the Municipality to monitor and enforce the provisions of this section and other provisions of this Franchise Ordinance, Frontier shall, commencing October 2016, and continuing throughout the term of this Franchise, meet at least annually with the Municipality and make available the Municipality the following information:

- (a) The total number of Qualified Living Units throughout the Municipality;
- (b) A list of the public buildings and educational institutions capable of receiving Cable Service from Frontier.

(3) **Additional Build-Out Based on Market Success.** If, at any annual meeting, including any interim meeting prior to the second anniversary of the Effective Date of this Franchise, Frontier is actually serving thirty (30.0%) of the Qualified Living Units, then Frontier agrees the minimum build-out commitment shall increase to include all of the households then capable of receiving Cable Service plus an additional fifteen (15%) of the total households in the Municipality if less than seventy-five percent (75%) of households are capable of receiving Cable Service or an additional five percent (5%) if seventy-five (75%) or more households are capable of receiving Cable Service, which Frontier agrees to serve within two (2) years from the quarterly meeting; provided, however, Frontier shall make its best efforts to complete such deployment within a shorter period of time. For example, if, at a meeting with the Municipality, Frontier shows that it is capable of serving sixty percent (60%) of the households in the Municipality with Cable Service and is actually serving thirty percent (30%) of those households with Cable Service, then Frontier will agree to serve an additional fifteen percent (15%) of the total households in the Municipality no later than two

(2) years after that meeting (a total of 75% of the total households). This additional build-out based on market success shall continue until substantially every Qualified Living Unit in the Municipality is served.

PROPOSED